Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): January 26, 2007

HARRIS STRATEX NETWORKS, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**001-33278**	**20-5961564**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

Research Triangle Park, 637 Davis Drive
Morrisville, North Carolina 27560
(Address of principal executive offices)

(919) 767-3250
(Registrant's telephone number, including area code)

(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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

Item 2.01. Completion of Acquisition or Disposition of Assets.

As previously reported by Harris Stratex Networks, Inc. (the "Company") in the proxy statement/prospectus forming a part of the Registration Statement on Form S-4, as amended (Registration No. 333-137980), which was declared effective by the Securities and Exchange Commission on January 5, 2007 (the "S-4"), the Company entered into a Formation, Contribution and Merger Agreement among Harris Corporation ("Harris"), Stratex Networks, Inc. ("Stratex"), Stratex Merger Corp. ("Merger Corp.") and the Company dated September 5, 2006, which agreement was amended and restated on December 18, 2006 (the "Combination Agreement"). The Combination Agreement was amended by the letter agreement on January 26, 2007. On January 26, 2007, pursuant to the Combination Agreement, Merger Corp., a wholly owned subsidiary of the Company, merged with and into Stratex with Stratex as the surviving corporation, and concurrently with the merger of Stratex and Merger Corp., Harris contributed its Microwave Communications Division ("MCD"), including $32.1 million in cash, to the Company.

Pursuant to the merger, each share of Stratex common stock has been converted into one-fourth of a share of the Company's Class A common stock. As a result of the transaction, approximately 24,733,114 shares of the Company's Class A common stock were issued to the former holders of Stratex common stock.

The sale of the Company's Class A common stock to the former holders of Stratex common stock was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the S-4. Shares of the Company's Class A common stock are listed on the NASDAQ Global Market under the ticker symbol "HSTX" and commenced trading on January 29, 2007.

On January 26, 2007, pursuant to the Combination Agreement the Company entered into the following material contracts:

- Investor Agreement between the Company and Harris (see Exhibit 10.1 to this report)
- Non-Competition Agreement among the Company, Harris and Stratex (see Exhibit 10.2 to this report)
- Registration Rights Agreement between the Company and Harris (see Exhibit 10.3 to this report)
- Intellectual Property Agreement between the Company and Harris (see Exhibit 10.4 to this report)
- Trademark and Trade Name License Agreement between the Company and Harris (see Exhibit 10.5 to this report)
- Lease Agreement between the Company and Harris (for office space) (see Exhibit 10.6 to this report)
- Transition Services Agreement between the Company and Harris (see Exhibit 10.7 to this report)
- Warrant Assumption Agreement between the Company and Stratex (see Exhibit 10.8 to this report)
- NetBoss Service Agreement between the Company and Harris (see Exhibit 10.9 to this report)
- Lease Agreement between the Harris Stratex Networks Canada ULC and Harris Canada, Inc. (for equipment and machinery) (see Exhibit 10.10 to this report)
- Tax Sharing Agreement between the Company and Harris (see Exhibit 10.11 to this report).

The proxy statement/prospectus included in the S-4 contains information about the combination of Stratex and MCD pursuant to the Combination Agreement and the intended structure and operation of the Company. The proxy statement/prospectus also includes summaries and descriptions of the material contracts listed above, which disclosure is incorporated by reference in response to this item.

Item 2.05. Costs Associated with Exit or Disposal Activities.

In order to improve operating efficiencies and to create synergies through the consolidation of facilities, the management of the Company determined on January 29, 2007, to restructure its Montreal operations and began notifying approximately 200 employees that their employment will be terminated between April 1, 2007 and September 30, 2007 in the initial phase of the restructuring plan.

The Company currently anticipates incurring expenditures ranging from $8.5 to $9.5 million in connection with this restructuring plan, consisting primarily of employee severance costs, benefits, and outplacement assistance. At present, the Company is unable to determine whether there will be additional costs associated with this restructuring

plan or to estimate the amount and type of additional costs. If the Company determines that there will be such additional costs and makes a determination of the type and estimate of the costs, the Company will file an amended report on Form 8-K to disclose its determination.

Item 3.02. Unregistered Sales of Equity Securities.

Pursuant to the Combination Agreement, on January 26, 2007, Harris contributed the assets of MCD, including $32.1 million in cash, and, in exchange the Company assumed certain liabilities of Harris related to MCD and issued 32,850,965 shares of the Company's Class B common stock to Harris. The offer and sale of the Class B common stock was exempt from the registration requirements under the Securities Act pursuant to Section 4(2) of the Securities Act.

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

Election of Directors

On January 26, 2007, the following individuals became directors of the Company upon filing the amended and restated certificate of incorporation described in Item 5.03 below:

Directors:	Committees:
Class A Directors:	
William A. Hasler	Governance (Chair), Audit, Nominating
Clifford H. Higgerson	Compensation, Nominating
Charles D. Kissner	Governance, Nominating
Edward F. Thompson	Audit (Chair), Nominating
Class B Directors:	
Guy M. Campbell (continuing director)	—
Eric C. Evans	Audit
Howard L. Lance (continuing director)	Governance
Dr. Mohsen Sohi	Compensation
Dr. James C. Stoffel	Compensation (Chair)

The terms applicable to the appointment and election of directors as provided in the Company's Restated Certificate of Incorporation and the Investor Agreement between the Company and Harris, as well as the applicability of corporate governance requirements under NASDAQ rules and the Company's compliance therewith, have been disclosed in the proxy statement/prospectus included in the S-4, which disclosure is incorporated by reference in response to this item.

Biographical and other information about each director and descriptions of certain transactions and relationships between any such director and the Company are disclosed in the proxy statement/prospectus included in the S-4, which disclosure is incorporated by reference in response to this item.

Director Compensation

The Company's board of directors has approved the following schedule of fees payable to non-executive directors and committee chairs:

Annual retainer		$30,000
Meeting fees:		
	In-person board meetings	$ 3,000
	Telephonic meetings	$ 1,500
	In-person committee meetings	$ 2,000
	Telephonic committee meetings	$ 1,000
Chair annual retainers:		
	Audit Committee	$10,000
	Corporation Committee	$ 8,000
	Governance Committee	$ 5,000
	Chairman of the Board of Directors	$10,000

The retainer fees are payable quarterly. The Company will reimburse the directors' reasonable travel expenses to board meetings, including expenses such as supplies, and the education costs, including travel for one course per year.

Each director will receive an initial grant of restricted shares with a value of $90,000 upon commencement of the director's service, and an annual grant of restricted shares with a value of $60,000 for each year of service on the board of directors.

The shares will vest at a rate of 25% per quarter over the year following the date of grant. In addition, a director may elect to receive the annual retainer fee in the form of shares of restricted stock. All shares will be issued under the Company's 2007 Stock Equity Plan pursuant to a form of agreement approved by the compensation committee of the Company's board of directors but have not been granted yet.

Mr. Campbell, the Company's President and Chief Executive Officer, and Mr. Lance, the Chairman of the Board, President and Chief Executive Officer of Harris, are not eligible for equity awards and will not be paid directors fees.

Appointment of Principal Officers

On January 26, 2007, the board of directors of the Company appointed the following individuals to serve in the positions set forth opposite their respective names below:

President and Chief Executive Officer	Guy M. Campbell
Chief Operating Officer	Thomas H. Waechter
Chief Financial Officer	Sarah A. Dudash
Corporate Controller (Principal Accounting Officer)	Robert W. Kamenski

Biographical and other information about each of such officers and descriptions of certain transactions and between any such officer and the Company are disclosed in the proxy statement/prospectus included in the S-4, which disclosure is incorporated by reference in response to this item.

Compensation Plans, Contracts and Arrangements with Covered Officers

In connection with the completion of the transactions contemplated by the Combination Agreement and the appointment of new directors and officers named above the board of directors of the Company approved the following compensation plans, contracts and arrangements:

Charles D. Kissner

The Company and Stratex entered into a Non-Competition Agreement dated as of January 26, 2007 with Charles D. Kissner, Stratex's former Chairman of the Board of Directors under which Mr. Kissner agreed not to compete with the business conducted by Stratex for one year commencing on the later of the date of termination of his

employment with Stratex and the closing date under the Combination Agreement, the Company agreed to pay Mr. Kissner $330,000 in two equal installments six and 12 months after the commencement of the non-competition period, and Stratex and Mr. Kissner amended his employment agreement dated May 14, 2002 to eliminate the obligation to pay him the target bonus otherwise due upon a change of control of Stratex. The severance payments provided under Mr. Kissner's employment agreement with Stratex and related matters are described in the proxy statement/prospectus, included in the S-4, which disclosure is incorporated by reference in response to this item.

Guy M. Campbell

The Company entered into an at will employment agreement dated as of January 26, 2007 with Guy M. Campbell. The terms of Mr. Campbell's compensation are set forth in the table below under the caption "Executive Compensation Packages."

Under the terms of his employment agreement, if Mr. Campbell's employment is terminated without cause, or he is prevented from performing his duties as CEO and President of the Company due to a disability for more than six consecutive months and his employment is terminated, or he resigns for good reason (other than for good reason following a change of control) he will receive benefits as described below:

- severance payments at his final base salary (offset by any disability income payments) for a period of 30 months following his termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;
- payment of premiums necessary to continue his group health insurance under COBRA or to purchase other comparable health insurance coverage on an individual or group basis when he is no longer eligible for COBRA coverage until the earlier of (1) the date on which he reaches the age of 65 or (2) the date on which he first becomes eligible to participate in another employer's group health insurance;
- if he is terminated without cause the Company will pay the prorated portion of any incentive bonus that he would have earned during the incentive bonus year in which his employment was terminated;
- the right to purchase all vested shares of the Company's common stock subject to outstanding options granted to him until the earlier of (1) 30 months and (2) the date on which the applicable option(s) expire; and
- outplacement assistance selected and paid for by the Company.

The employment agreement also provides that within 18 months following the completion of a change of control (as defined in the employment agreement) if Mr. Campbell's employment terminates without cause, or Mr. Campbell resigns for good reason following a change of control, the benefits provided in the employment agreement will vest upon his termination or resignation, and he will be entitled to receive the same severance benefits from the Company listed above, except:

- he will receive severance payments at his final base salary (offset by any disability income payments) for a period of 42 months following his termination;
- the Company will accelerate the vesting of all unvested stock options as of the date of his termination;
- the right to purchase all vested shares of the Company's common stock subject to outstanding options will be granted to him until the earlier of (1) 42 months and, (2) the date on which the applicable option(s) expire; and
- he will receive a payment equal to the greater of (1) the average of the annual incentive bonus payments received, if any, for the previous three years, or (2) the target incentive bonus for the year in which his employment terminates.

The employment agreement also contains an agreement that Mr. Campbell will not compete with the Company's business for 18 months following termination of his employment.

For purposes of Mr. Campbell's employment agreement, the following terms are defined as follows:

"Cause" means:

- theft, dishonesty, misconduct or falsification of any employment or Company records;

- improper disclosure of the Company's confidential or proprietary information;
- action which has a material detrimental effect on the Company's reputation or business;
- refusal or inability to perform any assigned duties (other than as a result of a disability) after written notice; or
- conviction (including any plea of guilty or no contest) for any criminal act that impairs his ability to perform his duties.

"Good reason" means any of the following conditions:

- a reduction in his base salary of 20% or more, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff;
- a material reduction in his employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff;
- a material reduction in his responsibilities or authority without his written consent;
- a material breach by the Company of any material provision of the employment agreement; or
- the relocation of his main workplace without his concurrence to a location that is more than 75 miles from the Company's current facility in Morrisville, North Carolina; or any other acts or omissions by the Company that constitute constructive discharge under federal or North Carolina law.

"Good reason following a change of control" means any of the following conditions:

- a material and adverse change in position, duties or responsibilities for the Company;
- a reduction in base salary as measured against his base salary immediately prior to the change of control;
- a material reduction in employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or
- the relocation of the Company's workplace to a location that is more than 75 miles from the Company's current facility in Morrisville, North Carolina.

The foregoing description of the employment agreement is not complete and is qualified in its entirety by reference to the employment agreement, which is included as Exhibit 10.14 to this report.

Thomas H. Waechter

Mr. Waechter's employment by the Company is subject to the terms of his existing employment agreement with Stratex, but his current compensation is as set forth in the table below. Under Mr. Waechter's existing employment agreement with Stratex in the event his employment is terminated by the Company without cause or if he resigns for good reason, other than upon a change of control, he will be entitled, upon satisfaction of certain conditions to the following benefits:

- severance payments at his final base salary rate for a period of 18 months following his termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;
- payment of the premiums necessary to continue his group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if he is no longer eligible for COBRA coverage) until the earlier of (x) 18 months following his termination date; or (y) the date he first became eligible to participate in another employer's group health insurance plan; provided, however, that if he is 60 years of age or older on the date of his termination without cause, and if he has been employed by the Company for not less than three years as of the date of his termination without cause, the Company will pay the premiums necessary to continue his Company group health insurance coverage under COBRA (or to provide him with comparable health insurance coverage) until he reaches the age of 65 or until he is eligible to participate in another employer's group health insurance plan, whichever comes first;
- with respect to any stock options granted to him by the Company, he will cease vesting upon his termination date; however, he will be entitled to purchase any vested shares of stock that are subject to those options until the earlier of (x) 18 months following his termination date, or (y) the date on which the applicable option(s) expire(s); except as set forth in this subparagraph, his Company stock options will

continue to be subject to and governed by the Plan and the applicable stock option agreements between he and the Company;

- payment of his then-provided Company car allowance for 18 months following his termination; and
- outplacement assistance selected and paid for by the Company.

For purposes of Mr. Waechter's employment agreement, the terms "for cause" and "good reason" have substantially the same definition as are contained in Mr. Campbell's employment agreement, described above.

The severance arrangements contained in Mr. Waechter's employment agreement that apply upon a change of control (as defined in his agreement) are described in the proxy statement/prospectus included in the S-4, which disclosure is incorporated by reference in response to this item. As a result of the Company's acquisition of Stratex, which is reported under Item 2.01, above, these change of control severance provisions will be applicable to Mr. Waechter for the next 24 months. They also would apply in the event of a change of control of the Company occurring after the end of the 24-month period. The foregoing description of Mr. Waechter's employment agreement is not complete and is qualified in its entirety by reference to the employment agreement, which is included as Exhibit 10.15 to this report.

Sarah A. Dudash and Robert Kamenski

Ms. Dudash's and Mr. Kamenski's employment is at will and are expected to be subject to the terms set forth in the Company's standard form of executive employment letter agreement. Their current compensation packages are set forth in the table below. Under the standard form of executive employment letter agreement if the executive's employment is terminated by the Company without cause or because of disability, or the executive resigns for good reason, the executive will be entitled to the following severance benefits:

- severance payments at the executive's final base salary rate for a period of 12 months following the executive's termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;
- payment of the premiums necessary to continue the executive's group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if he or she is no longer eligible for COBRA coverage) until the earlier of (1) 12 months following the termination date; or (2) the date he or she first became eligible to participate in another employer's group health insurance plan; or (3) the date on which he or she is no longer eligible for COBRA coverage;
- if the executive's termination without cause occurs, the Company will pay the executive the prorated portion of any incentive bonus that the executive would have earned, if any, during the incentive bonus period in which the executive's employment terminates (the pro-ration shall be equal to the percentage of that bonus period that he or she is actually employed by the Company), and such prorated bonus will be paid to the executive at the time that such incentive bonuses are paid to other Company employees;
- with respect to any stock options granted to the executive by the Company, he or she will cease vesting upon the termination date; however, for options granted prior to the date of the agreement, the options will be exercisable in accordance with the terms of the applicable option agreement, for options granted subsequent to the date of the agreement, he or she will be entitled to purchase any vested shares of stock that are subject to those options until the earlier of (1) 12 months following the termination date, or (2) the date on which the applicable option(s) expire(s); and
- outplacement assistance selected and paid for by the Company.

In the event of a change of control (as defined in the form of employment agreement), if the executive's employment is terminated without cause or the executive resigns for good reason within 18 months after the occurrence of the change of control he or she will receive the same severance benefits described above, except:

- severance payments at the executive's final base salary rate for a period of 24 months following the executive's termination;
- payment of the premiums necessary to continue the executive's group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if he or she is no longer eligible for COBRA coverage) until the earlier of (1) 24 months following the termination date; or (2) the date he or she first became eligible to participate in another employer's group health insurance plan; or (3) the date on which he or she is no longer eligible for COBRA coverage;

- the Company will accelerate the vesting of all unvested stock options as of the date of the executive's termination;
- the executive will be entitled to purchase any vested shares of stock that are subject to those options until the earlier of (1) 24 months following the termination date, or (2) the date on which the applicable option(s) expire(s); and
- the executive will receive a payment equal to the greater of (1) the average of the annual incentive bonus payments received, if any, for the previous three years, or (2) the target incentive bonus for the year in which his employment terminates.

For purposes of the standard form of executive employment letter agreement the terms "Good reason following a change of control" and "Good reason" have the same definitions as are contained in Mr. Campbell's employment agreement, described above.

The foregoing description of the employment agreements for Ms. Dudash and Mr. Kamenski is not complete and is qualified in its entirety by reference to the standard form of executive employment agreement, which is included as Exhibit 10.16 to this report.

Executive Compensation Packages

The Compensation Committee of the Company's board of directors has approved the following compensation packages for the executives named above in connection with their new employment by the Company.

Name and Title	Salary (1)	Incentive Pay (2)	LTIP (3)	Retention Bonus (4)
Guy M. Campbell	$ 500,000	$ 500,000	$ 950,000	—
Thomas H. Waechter	$ 450,000	$ 360,000	$ 760,000	—
Sarah A. Dudash	$ 240,000	$ 132,000	$ 360,000	$ 240,000
Robert Kamenski	$ 195,000	$ 87,800	$ 126,800	$ 195,000

1 Represents the executive's base salary payable every two weeks in equal installments.

2 Represents the maximum potential annual bonus payable for the achievement of revenue and net income or earnings per share, objectives established by the Compensation Committee of the board of directors. For the remainder of the Company's 2007 fiscal year, which ends June 29, 2007, the maximum incentive pay is 50% of the amount in the table.

3 Represents the value of equity awards under a Long-Term Equity Incentive Plan to be approved by the Compensation Committee of the board of directors, of which 50% will be in the form of shares of restricted stock and 50% will be in the form of stock options. The equity awards will be made on standard forms of agreement approved by the board of directors pursuant to the Company's 2007 Stock Equity Plan. The restricted shares will vest in full after three years, if the Compensation Committee determines that the performance objectives selected by the Compensation Committee have been achieved and other criteria established by the Compensation Committee have been satisfied. The option shares will vest based on continued employment, with 50% of the shares vesting after the first year and 25% of the shares vesting at the end of each of the following two years. The number of shares to be awarded to each of the officers under this plan has not been determined yet.

4 Represents the value of a grant of restricted shares to be issued as a one-time retention bonus. The shares will vest in full based on continued employment for three years.

Equity Incentive Plans

The board of directors and former stockholder of the Company approved the issuance of up to 5,000,000 shares of Class A common stock of the Company under the Company's 2007 Stock Equity Plan (the "Plan") on December 28, 2006. The material terms of the Plan are described in the proxy statement/prospectus included in the S-4, which disclosure is incorporated by reference in response to this item. No option grants have been made under the Plan as of the date of this report. The Company assumed all of the outstanding options under Stratex's equity incentive plans outstanding at the time of the merger, representing the right to purchase a total of 3,316,994 shares of Class A common stock, including options to purchase 112,500 shares and 23,750 shares of

Class A common stock held by Mr. Waechter and Mr. Kamenski, respectively. No additional options or other equity awards will be issued under any of the assumed Stratex plans.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the terms of the Combination Agreement, the Company amended and restated its Certificate of Incorporation and Bylaws, as described in the proxy statement/prospectus included in the S-4 and to list the directors named above in Item 5.02, which disclosure is incorporated by reference in response to this item. Copies of the Amended and Restated Certificate of Incorporation as filed with the Secretary of State of the State of Delaware on January 26, 2007 and the Amended and Restated Bylaws are incorporated by reference to Exhibit 3.1 and Exhibit 3.2, respectively, to the Registration Statement on Form 8-A of the Company filed with the Securities and Exchange Commission on January 26, 2007 (File No. 333-137980).

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

The financial statements required to be filed with this form have been reported previously in the proxy statement/prospectus included in the S-4 and in the Company's Registration Statement on Form S-1 (Registration No. 333-137980), which was filed with the Securities and Exchange Commission on January 24, 2007 (the "S-1"). These financial statements, which are incorporated by reference herein, consist of (i) the consolidated balance sheets of Stratex as of March 31, 2006 and 2005, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended March 31, 2006, as well as the Report of Independent Registered Public Accounting Firm, Deloitte & Touche LLP, with respect to such financial statements, and (ii) the interim financial information for the three and six months ended September 30, 2006 are incorporated herein by reference to the S-1.

To the extent additional information is required by this item, it will be filed with the Securities and Exchange Commission by amendment as soon as practicable, but no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

The pro forma condensed financial information required to be filed with this form have been reported previously in the proxy statement/prospectus included in the S-4. This information consists of (i) the unaudited pro forma condensed consolidated statements of operations for the three months ended September 30, 2006 and for the twelve months ended June 30, 2006 assuming the purchase business combination MCD and Stratex occurred on July 1, 2006 and July 1, 2005, respectively, and (ii) the unaudited pro forma condensed consolidated balance sheet as of September 30, 2006 assuming the purchase business combination had been completed on September 30, 2006.

To the extent additional information is required by this item, it will be filed with the Securities and Exchange Commission by amendment as soon as practicable, but no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(c) Exhibits.

2.1 Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, among Harris Corporation, Stratex Networks, Inc., Harris Stratex Networks, Inc. and Stratex Merger Corp. (incorporated by reference to Appendix A to the proxy statement/prospectus forming a part of the Registration Statement on Form S-4 of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 3, 2007, File No. 333-137980)

2.1.1 Letter Agreement, dated as of January 26, 2007, among Harris Corporation, Stratex Networks, Inc., Harris Stratex Networks, Inc. and Stratex Merger Corp.

3.1 Amended and Restated Certificate of Incorporation of Harris Stratex Networks, Inc. as filed with the Secretary of State of the State of Delaware on January 26, 2007 (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form 8-A of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 26, 2007, File No. 333-137980)

3.2 Amended and Restated Bylaws of Harris Stratex Networks, Inc. (incorporated by reference to Exhibit 3.2 to the Registration Statement on Form 8-A of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 26, 2007, File No. 333-137980)

10.1 Investor Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.2 Non-Competition Agreement among Harris Stratex Networks, Inc., Harris Corporation and Stratex Networks, Inc. dated January 26, 2007

10.3 Registration Rights Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.4 Intellectual Property Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.5 Trademark and Trade Name License Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.6 Lease Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.7 Transition Services Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.8 Warrant Assumption Agreement between Harris Stratex Networks, Inc. and Stratex Networks, Inc. dated January 26, 2007

10.9 NetBoss Service Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.10 Lease Agreement between Harris Stratex Networks Canada ULC and Harris Canada, Inc. dated January 26, 2007

10.11 Tax Sharing Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.12 Harris Stratex Networks, Inc. 2007 Stock Equity Plan (incorporated by reference to Exhibit 10.26 to Amendment No. 3 to the Registration Statement on Form S-4 of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 3, 2007, File No. 333-137980)

10.13 Non-Competition Agreement, dated January 26, 2007, among Harris Stratex Networks, Inc., Stratex Networks, Inc. and Charles D. Kissner

10.14 Employment Agreement, effective as of January 26, 2007, between Harris Stratex Networks, Inc. and Guy M. Campbell

10.15 Employment Agreement dated as of May 18, 2006 between Stratex Networks, Inc. and Thomas H. Waechter and all amendments thereto.

10.16 Standard Form of Executive Employment Agreement between Harris Stratex Networks, Inc. and certain executives.

23.1 Consent of Independent Registered Public Accounting Firm.

99.1 Press release dated January 26, 2007.

SIGNATURES

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

HARRIS STRATEX NETWORKS, INC.

By: /s/ Sarah A. Dudash
Name: Sarah A. Dudash
Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.

2.1 Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, among Harris Corporation, Stratex Networks, Inc., Harris Stratex Networks, Inc. and Stratex Merger Corp. (incorporated by reference to Appendix A to the proxy statement/prospectus forming a part of the Registration Statement on Form S-4 of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 3, 2007, File No. 333-137980)

2.1.1 Letter Agreement, dated as of January 26, 2007, among Harris Corporation, Stratex Networks, Inc., Harris Stratex Networks, Inc. and Stratex Merger Corp.

3.1 Amended and Restated Certificate of Incorporation of Harris Stratex Networks, Inc. as filed with the Secretary of State of the State of Delaware on January 26, 2007 (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form 8-A of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 26, 2007, File No. 333-137980)

3.2 Amended and Restated Bylaws of Harris Stratex Networks, Inc. (incorporated by reference to Exhibit 3.2 to the Registration Statement on Form 8-A of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 26, 2007, File No. 333-137980)

10.1 Investor Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.2 Non-Competition Agreement among Harris Stratex Networks, Inc., Harris Corporation and Stratex Networks, Inc. dated January 26, 2007

10.3 Registration Rights Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.4 Intellectual Property Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.5 Trademark and Trade Name License Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.6 Lease Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.7 Transition Services Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.8 Warrant Assumption Agreement between Harris Stratex Networks, Inc. and Stratex Networks, Inc. dated January 26, 2007

10.9 NetBoss Service Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.10 Lease Agreement between Harris Stratex Networks Canada ULC and Harris Canada, Inc. dated January 26, 2007

10.11 Tax Sharing Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007

10.12 Harris Stratex Networks, Inc. 2007 Stock Equity Plan (incorporated by reference to Exhibit 10.26 to Amendment No. 3 to the Registration Statement on Form S-4 of Harris Stratex Networks, Inc. filed with the Securities and Exchange Commission on January 3, 2007, File No. 333-137980)

10.13 Non-Competition Agreement, dated January 26, 2007, among Harris Stratex Networks, Inc., Stratex Networks, Inc. and Charles D. Kissner

10.14 Employment Agreement, effective as of January 26, 2007, between Harris Stratex Networks, Inc. and Guy M. Campbell

10.15 Employment Agreement dated as of May 18, 2006 between Stratex Networks, Inc. and Thomas H. Waechter and all amendments thereto.

10.16 Standard Form of Executive Employment Agreement between Harris Stratex Networks, Inc. and certain executives.

23.1 Consent of Independent Registered Public Accounting Firm.

99.1 Press release dated January 26, 2007.

Exhibit 2.1.1

[HARRIS LETTERHEAD]

January 26, 2007

Stratex Networks, Inc.
120 Rose Orchard Way
San Jose, California 95134

Attn: Juan Otero

Dear Mr. Otero:

Reference is made to the Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006 (the "Formation Agreement"), among Harris Corporation, a Delaware corporation ("Harris"), Stratex Networks, Inc., a Delaware corporation ("Stratex"), Harris Stratex Networks, Inc., a Delaware corporation ("Harris Stratex"), and Stratex Merger Corp., a Delaware corporation and wholly owned subsidiary of Harris Stratex. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Formation Agreement. This letter agreement sets forth certain modifications to the Formation Agreement that the parties believe are advisable in effecting the intent of the parties thereto.

Accordingly, the parties hereto hereby agree as follows:

1. The lease between Harris Communications (Shenzhen) Ltd., as tenant, and Ji Jianfeng, as landlord, for the premises at Room E, 25/F Block A, Youth Plaza, Qingnian Rd., Wuhan, PRC shall be deemed deleted from (a) Attachment B-1 to Schedule B to the Formation Agreement entitled "Contributed Leases"; (b) Schedule A to the Formation Agreement entitled "Consent Certificates Relating to Contributed Leases"; and (c) Attachment 7.2(q)(ii) to Section 7.2(q) of the Harris Disclosure Letter.

2. The reference to "Schedule 7.2(m)(i)(B)" in the first sentence of Schedule K to the Formation Agreement entitled "Excluded Intellectual Property" shall be deemed deleted and replaced in its entirety with "Attachment 7.2(m)(i)(B)-3 to Section 7.2(m) of the Harris Disclosure Letter".

3. Section 7.2(b) of the Harris Disclosure Letter is hereby deleted and replaced in its entirety with Section 7.2(b) of the Harris Disclosure Letter attached hereto.

4. Section 7.2(m) of the Harris Disclosure Letter is hereby deleted and replaced in its entirety with Section 7.2(m) of the Harris Disclosure Letter attached hereto.

5. Notwithstanding any provision of the Formation Agreement or any Ancillary Agreement, (a) Harris hereby Transfers to Harris Stratex the economic (taking into account Tax costs and benefits) and operational equivalent, to the extent permitted, of effecting the Transfer of the Contributed Assets identified below; (b) Harris shall hold in trust for and pay to Harris Stratex as promptly as practicable upon receipt thereof, all income received by Harris or any of its Subsidiaries in connection with its use of such Contributed Assets (net of any Taxes); (c) Harris Stratex shall pay to Harris, promptly upon receipt of any invoice from Harris, all Losses incurred by Harris or any of its Subsidiaries in connection with such use; and (d) Harris and Harris Stratex shall cooperate with each other and use their commercially reasonable efforts to effect the Transfer of such Contributed Assets from Harris to Harris Stratex. Harris shall not be in breach of the Formation Agreement for failure to Transfer the Properties or entites described below so long as it has and continues to comply with this paragraph 5.

- All of the right, title and interest of Harris and its Retained Subsidiaries in and to (i) all Properties of such entity or division as of the time such Transfer is effected which are Related to the MCD Business other than the Excluded Assets or (ii) if applicable, the equity interests of such entity, as may be reasonably determined by Harris and Harris Stratex taking into consideration the terms of the Formation Agreement:
    - Harris Communication Argentina S.A.
    - Harris Do Brasil Ltda
    - New Shenzhen Owner (as defined in Schedule O)
    - Harris Communications (Shenzen) Ltd.
    - Harris Communications France SAS
    - Harris S.A. de CV
    - Harris Asia Pacific Sdn. Bhd. (but only with respect to Contributed Assets in Malaysia) and MB (as defined in Schedule O)
    - Thailand branch of Harris Asia Pacific Sdn. Bhd.

6. Immediately following the Closing, to the extent any Contributed Subsidiary Transferred to Harris Stratex in connection with the Contribution Transaction retains any Properties that are not Related to the MCD Business, (a) Harris Stratex, on behalf of itself and any Contributed Subsidiary, agrees to Transfer to Harris the economic (taking into account Tax costs and benefits) and operational equivalent of effecting the Transfer of such Properties which are not Related to the MCD Business; (b) Harris Stratex, on behalf of itself and any Contributed Subsidiary, shall hold in trust for and pay to Harris promptly upon receipt thereof, all income received by Harris Stratex or any of its Subsidiaries in connection with its use of such Properties (net of any Taxes); (c) Harris shall pay to Harris Stratex, promptly upon receipt of any invoice from Harris Stratex, all Losses incurred by Stratex or any of its Subsidiaries in connection with such use; and (d) Harris and Harris Stratex shall cooperate with each other and use their commercially reasonable

efforts to effect the Transfer of such Properties from Harris Stratex or any of its Contributed Subsidiaries to Harris.

7. Schedule O to the Formation Agreement entitled "Harris Internal Restructuring" is hereby deleted and replaced in its entirety with Schedule O attached hereto.

THIS LETTER AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

If any provision of this letter agreement or the application of such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof.

Except as expressly provided herein, nothing herein shall constitute a waiver of any rights under the Formation Agreement, and, as modified hereby, the Formation Agreement shall remain in full force and effect. In case of any conflict between this Agreement and the Formation Agreement (other than with respect to items 1-4 enumerated above), the Formation Agreement shall govern.

Sincerely,

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

ACCEPTED AND AGREED TO:

STRATEX NETWORKS, INC.

By: /s/ Carl A. Thomsen
Name: Carl A. Thomsen
Title: Senior Vice President and Chief Financial Officer

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

STRATEX MERGER CORP.

By: /s/ Sarah A. Dudash
Name: Sarah A. Dudash
Title: Chief Financial Officer

Section 7.2(b) of the Harris Disclosure Letter

Subsidiaries

[omitted]

Section 7.2(m) of the Harris Disclosure Letter
Intellectual Property

[omitted]

Schedule O — Harris Internal Restructuring

[omitted]

EXHIBIT 10.1

INVESTOR AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

TABLE OF CONTENTS

ARTICLE V
Miscellaneous

INVESTOR AGREEMENT

INVESTOR AGREEMENT (the "Agreement"), dated as of January 26, 2007, between HARRIS CORPORATION, a Delaware corporation ("Harris"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "Company").

WHEREAS, Harris, the Company, and Stratex Networks, Inc., a Delaware corporation ("Stratex"), and Stratex Merger Corp., a Delaware Corporation and wholly owned subsidiary of the Company have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006 as amended by that certain letter agreement, dated January 26, 2007 (the "Formation Agreement"), among the parties thereto pursuant to which the Company was formed to acquire Stratex pursuant to the Merger and to receive the Contributed Assets from Harris in the Contribution Transaction, in each case on the terms and subject to the conditions set forth in the Formation Agreement; and

WHEREAS, Harris and Stratex would not have entered into the Formation Agreement without the undertakings contained in this Agreement and the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreements the parties agree as follows:

ARTICLE I

Definitions and Construction

1.1. *Certain Definitions.* All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Formation Agreement. In addition, the following terms shall have the meanings specified below:

"*Affiliate*" shall have the meaning assigned to such term by Rule 405 under the Securities Act; *provided, however*, that neither the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of Harris or any of its other Subsidiaries.

"*Agreements*" means, collectively, the Formation Agreement, the Ancillary Agreements attached thereto as exhibits and any other agreements provided or contemplated by any of the foregoing.

"*Arm's Length Terms*" means, with respect to any transaction, terms and conditions for such transaction that are no less favorable in any material respect to the Company and its Subsidiaries, taken as a whole, than those which could have been obtained in an arm's length negotiation between informed and willing unrelated parties under no compulsion to act taking into account all the facts and circumstances then prevailing; *provided, however*, that notwithstanding the foregoing any terms and conditions of a transaction approved by a majority of the Class A Directors shall be deemed to be Arm's Length Terms.

"*Audit Independent Director*" means any Director who satisfies the requirements of Rule 4350(d)(2)(A) of the NASDAQ Rules with respect to the Company.

A Person shall be deemed the "beneficial owner" of, and shall be deemed to "beneficially own", any securities which such Person or any of its Affiliates would be deemed to "beneficially own" within the meaning of Rule 13d-3 under the Exchange Act if the references to "within 60 days" in Rule 13d-3(d)(1)(i) were omitted.

"*Board*" means the board of directors of the Company.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banks in The City of New York are authorized or obligated by Law or executive order to close.

"*Class A Common Stock*" means the Class A Common Stock, par value $0.01, of the Company.

"*Class A Director*" means any Director other than a Class B Director.

"*Class B Common Stock*" means the Class B Common Stock, par value $0.01, of the Company.

"*Class B Director*" means any of the Initial Harris Directors, any Director elected by a separate class vote of the holders of the Class B Common Stock and any Director appointed to replace or fill any vacancy created by the removal, resignation, death or incapacity of any Class B Director.

"*Closing Date*" means the date on which the Closing occurred under the Formation Agreement.

"*Common Stock*" means, collectively, the Class A Common Stock and the Class B Common Stock.

"*Director*" means any director who is a member of the Board.

"*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended.

"*Fair Market Value*" means, with respect to any transaction, the fair market value of the total consideration paid or payable for goods or services pursuant to such transaction.

"*Governing Instruments*" means, collectively, the Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws of the Company attached hereto as Exhibit A and Exhibit B, respectively, as they may be amended from time to time.

"*Government Entity*" means any domestic or foreign governmental, regulatory or administrative authority, agency, instrumentality, commission, body, court or other entity, whether legislative, executive, judicial or otherwise, and any arbitration panel, arbitrator or other entity with authority to resolve any dispute.

"*Initial Directors*" means, collectively, the Initial Harris Directors and Initial Stratex Directors.

"*Initial Harris Directors*" means Guy M. Campbell, Eric C. Evans, Howard L. Lance, Dr. Mohsen Sohi and Dr. James C. Stoffel.

"*Initial Stratex Directors*" means William A. Hasler, Clifford H. Higgerson, Charles D. Kissner, and Edward F. Thompson.

"*Law*" means any federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, arbitration award, agency requirement, license or permit of any Government Entity.

"*Litigation*" means any claim, suit, action, arbitration, inquiry, investigation or other proceeding of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any arbitrator or Government Entity.

"*NASDAQ Rules*" means the rules promulgated by The Nasdaq Stock Market, Inc. which apply to issuers whose common stock is listed on the Nasdaq Global Market

"*Nominee*" means, with respect to any Person, any nominee, custodian or other Person who holds shares of Common Stock for such Person without investment discretion.

"*Person*" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Government Entity or other entity of any kind or nature.

"*Securities Act*" shall mean the Securities Act of 1933, as amended.

"*Subsidiary*" means, with respect to any Person, (i) any corporation more than 50% of the outstanding Voting Power of which is owned, directly or indirectly, by such Person, any of its other Subsidiaries or any combination thereof or (ii) any Person other than a corporation in which such Person, any of its other Subsidiaries or any combination thereof has, directly or indirectly, majority economic ownership or the power to direct or cause the direction of the policies, management and affairs thereof; *provided, however*, that notwithstanding the foregoing neither the Company nor any of its Subsidiaries shall be deemed to be a Subsidiary of Harris or any of its other Subsidiaries for purposes of this Agreement.

"*Transfer*" means to sell, transfer or assign.

"*Total Voting Power*" means, at any time, the total number of votes then entitled to be cast generally in the election of Class A Directors by all holders of Voting Securities (including the holders of Class B Common Stock).

"*Voting Securities*" means, at any time, all classes of capital stock or other securities of the Company then outstanding and entitled to vote generally in the election of the Class A Directors.

1.2. *Additional Definitions.* The following terms are defined in the Sections indicated:

Defined Term:	Section:
"Additional Voting Rights"	2.2
"Affiliate Transaction"	4.3
"Agreement"	Introductory Paragraph
"Annual Financial Statements"	4.6(j)
"Company"	Introductory Paragraph
"Company Auditors"	4.6(j)
"Corporate Opportunity"	4.4(c)
"Delaware Courts"	5.2(a)
"Filing Party"	4.6(e)
"Formation Agreement"	Recitals
"GAAP"	4.6(a)
"Harris"	Introductory Paragraph
"Harris Annual Statements"	4.6(j)
"Harris Auditors"	4.6(j)
"Harris Entities"	4.4(c)
"Harris Public Filings"	4.6(g)
"Monthly Exercise Notice"	4.5(b)
"Monthly Offer Notice"	4.5(b)
"Nominating Committee"	3.1(b)
"Non-Competition Agreement"	4.4(b)
"Offered Securities"	4.5(a)
"Offer Notice"	4.5(a)
"Proposed Issuance"	4.5(a)
"Stratex"	Recitals
"Tax Return"	4.2(b)
"Voting Percentage"	3.1(c)

1.3. *Terms Generally*. The definitions set forth or referred to above shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any contract, instrument, statute, rule or regulation is a reference to it as amended and supplemented from time to time (and, in the case of a statute, rule or regulation, to any successor provision). Any reference in this Agreement to a "day" or a number of "days" (without the explicit qualification of "Business") shall be interpreted as a reference to a calendar day or number of calendar days.

ARTICLE II

Scope of Agreement

2.1. *Scope of Agreement*. Harris and the Company desire to set forth in this Agreement certain terms and conditions upon which Harris will hold its equity interests in the Company, including but not limited its rights as a holder of Class B Common Stock. Solely with respect to Harris' rights as a holder of Class B Common Stock, if there is any inconsistency between the terms of this Agreement and the Governing Instruments as a result of any amendment of this Agreement or otherwise, the parties agree to take promptly all necessary action to amend the Governing Instruments to eliminate such inconsistency to the fullest extent permitted by Law.

2.2. *Governing Instruments and Class B Common Stock*. On or prior to the execution and delivery of this Agreement, Harris and Stratex have caused the Company to be incorporated under the laws of the State of Delaware with Governing Instruments in the form attached hereto as Exhibit A and Exhibit B. As of the date of this Agreement, Harris owns, directly or indirectly through its Affiliates, all the outstanding Class B Common Stock and the shareholders of Stratex immediately prior to the Effective Time own all the outstanding Class A Common Stock. Pursuant to the Governing Instruments, the rights and privileges of the Class A Common Stock and the Class B Common Stock are identical in all respects except that the holders of the Class B Common Stock have the additional right to vote separately as a class to elect, remove and replace the Class B Directors (the "Additional Voting Rights"), the right to receive Class B Common Stock instead of Class A Common Stock in certain circumstances, the absence of certain duties and obligations with respect to Corporate Opportunities (as defined in the Governing Instruments) and preemptive rights consistent with those granted in Section 4.5 hereof. The holders of Class B Common Stock also have the right at any time to exchange (a) any outstanding shares of Class A Common Stock held by such holder for an equal number of shares of Class B Common Stock or (b) any outstanding shares of Class B Common Stock for an equal number of shares of Class A Common Stock, in each case as provided in the Governing Instruments. Each outstanding share of Class B Common Stock shall convert into one outstanding share of Class A Common Stock automatically and without any further action by the Company or any other Person if: (i) the holders of all of the outstanding shares of Class B Common Stock (assuming that all the outstanding shares of Class A Common Stock which are then exchangeable for Class B Common Stock have been so exchanged) are collectively entitled to cast less than 10% of the Total Voting Power or (ii) such Class B Common Stock is transferred by a holder to any Person who is not an Affiliate of such holder or a Nominee of such holder or one of its Affiliates; *provided*, *however*, that notwithstanding the foregoing no such conversion shall occur if such transfer is part of a transfer by such holder and its Affiliates of all of the shares of Class B Common Stock then owned by them (either directly or through a Nominee (as defined below)) to any other Person or to any other Person and its Affiliates. As of the date of this Agreement, the Class B Common Stock represents 56% of the outstanding Common Stock determined on a fully diluted basis using the treasury stock method assuming a market price per share of Class A Common Stock equal to $20.80.

ARTICLE III

Boards of Directors

3.1. *Role and Composition of the Board*. (a) As of the date of this Agreement, the Board is comprised of nine directors of which the Initial Harris Directors are the five Class B Directors and the Initial Stratex Directors are the four Class A Directors. Of the Initial Harris Directors, Eric C. Evans is an Audit Independent Director, James C. Stoffel is not an employee of Harris or any of its Subsidiaries and Guy M. Campbell is the chief executive officer of the Company, in each case as of the date of this Agreement. Of the Initial Stratex Directors, William A. Hasler and Edward F. Thompson are Audit Independent Directors and Charles D. Kissner is the Chairman of the Board, in each case as of the date of this Agreement. All Directors shall be elected at each annual meeting of the Company's shareholders and the Initial Directors shall serve until their successors are elected at the first such annual meeting. Until the second anniversary of the date of this

Agreement, one of the Class B Directors must be an Audit Independent Director and one of the other Class B Directors must not be an employee of Harris or any of its Subsidiaries.

(b) At all times when the holders of all the outstanding shares of Class B Common Stock (assuming that all the outstanding shares of Class A Common Stock which are then exchangeable for Class B Common Stock have been so exchanged) are collectively entitled to cast a majority of the Total Voting Power, (i) the Company will rely on the Controlled Company exemption contained in Rule 4350(c)(5) of the NASDAQ Rules, (ii) the Board will be comprised of nine Directors, (iii) the holders of Class B Common Stock shall be entitled to elect five of the Directors pursuant to the Additional Voting Rights and the quorum for action by the Board shall be a majority of the Board, which majority shall include at least four Class B Directors and (iv) the remaining four Directors will be Class A Directors nominated by a nominating committee consisting solely of the Class A Directors then in office (the "Nominating Committee"), and elected by the holders of the Common Stock, voting together as a single class; *provided, however*, that at all times when Rule 4350(d)(2)(A) of the NASDAQ Rules applies to the Company a sufficient number of the Class A Directors must satisfy the requirements of that Rule with respect to the Company so that, together with any Class B Directors which are required or otherwise satisfy such requirements with respect to the Company, there are enough Directors to constitute an audit committee of the Board which complies with the requirements of Rule 4350(d) of the NASDAQ Rules. Harris agrees to vote, or caused to be voted, all Voting Securities owned by it, its Affiliates and their respective Nominees in favor of the election of the Class A Directors nominated by the Nominating Committee pursuant to this Section 3.1(b).

(c) At all times when the holders of all of the outstanding shares of Class B Common Stock (assuming that all the outstanding shares of Class A Common Stock which are then exchangeable for Class B Common Stock have been so exchanged) are collectively entitled to cast a percentage of the Total Voting Power (the "Voting Percentage") which is less than a majority but equal to or greater than 10% of the Total Voting Power (i) the Class B Common Stock shall be entitled to elect pursuant to the Additional Voting Rights a number of Class B Directors which represents the Voting Percentage of the total number of Directors then comprising the entire Board (rounded down to the next whole number of Directors), and (ii) the remaining Directors will be Class A Directors nominated by the Nominating Committee (the composition of which shall comply with the requirements of Rule 4350(c)(4) of the NASDAQ Rules) and elected by the holders of the Common Stock, voting together as a single class; *provided, however*, that at all times when such rules apply to the Company a sufficient number of the Class A Directors must (A) qualify as an Independent Director with respect to the Company as such term is defined in Rule 4200(15) of the NASDAQ Rules so that Board complies with Rule 4350(c)(1) of the NASD Rules and (B) satisfy the requirements of Rule 4350(d)(2)(A) of the NASDAQ Rules with respect to the Company so that, together with any Class B Directors which are required to or otherwise satisfy such requirements with respect to the Company, there are enough Directors to constitute an audit committee which complies with the requirements of Rule 4350(d) of the NASDAQ Rules. The Nominating Committee will nominate individuals for election as Class A Directors who comply with the foregoing requirements and Harris agrees to vote, or cause to be voted, all Voting Securities owned by it, its Affiliates and their respective Nominees in favor of the election of such nominees.

3.2. *Removal and Vacancies.* (a) Without limiting Harris' obligations under Section 3.1(a), the holders of the Class B Common Stock, voting separately as a class, shall have the sole right to remove the Class B Directors with or without cause at any time and for any reason and the sole right to elect successor Directors to fill any vacancies on the Board caused by any such removals. Any vacancy created by any resignation, death or incapacity of any Class B Director shall be filled by the remaining Class B Directors then in office or, if there are none, by the holders of the Class B Common Stock, voting separately as a class.

(b) The holders of the Class A Common Stock, voting separately as a class, shall have the sole right to remove the Class A Directors without cause and the sole right to appoint successor Directors to fill any vacancies on the Board caused by any such removals. Any vacancy created by the resignation, death or incapacity of any Class A Director shall be filled by the remaining Class A Directors then in office or, if

there are none, by the holders of the Class A Common Stock, voting separately as a class. Harris agrees that none of the shares of Class A Common Stock owned by it, any of its Affiliates or any of their respective Nominees will be voted for the removal of any Class A Director without cause and all such shares will be voted for the election of the individual nominated by the Nominating Committee to replace any Class A Director who has been removed with or without cause.

(c) The holders of the Common Stock, voting together as a single class, shall have the sole right to remove the Class A Directors for cause and the sole right to elect successor Directors to fill any vacancies on the Board caused by any such removals.

3.3. *Committees.* At all times, the audit, nominating and compensation committees of the Board shall comply with the applicable requirements of Rule 4350 of the NASDAQ Rules (after taking advantage of all available exemptions for Controlled Companies under such Rules).

3.4. *Voting Requirements.* All actions of the Board must be approved by a majority of a quorum.

3.5. *Determination of Total Voting Power.* Notwithstanding anything in this Agreement to the contrary, if any transaction or transactions occur which entitle the holders of Class B Common Stock to preemptive rights under Section 4.5, then no determination of the percentage of the Total Voting Power collectively entitled to be cast by the holders of all the outstanding shares of Class B Common Stock (assuming that all the outstanding shares of Class A Common Stock which are then exchangeable for Class B Common Stock have been so exchanged) shall be made for any purpose under this Agreement until after the exercise or expiration of all such preemptive rights in respect of all such transactions by such holders.

ARTICLE IV

Covenants

4.1. *Standstill Provisions.* For a period of two years from the Closing Date, Harris may not acquire or dispose of beneficial ownership of any Voting Securities of the Company through open-market transactions, third party purchases, business combinations or otherwise except (i) pursuant to Section 4.5, (ii) as a result of any actions taken by the Company that do not increase or decrease the percentage of Voting Power which Harris and its Affiliates are entitled to cast in respect of all Voting Securities beneficially owned by Harris or (iii) with the prior approval of a majority of the Class A Directors. From the second to the fourth anniversary of the Closing Date, Harris may not beneficially own Voting Securities which entitle Harris and its Affiliates to cast more than 80% of the Voting Power without the prior approval of a majority of the Class A Directors. From the second until the fourth anniversary of the Closing Date, Harris may not Transfer Voting Securities entitled to cast a majority of the Voting Power in a single transaction or series of related transactions if a single Person would acquire beneficial ownership of all of such Voting Securities or a portion of such Voting Securities that would entitle such Person to cast a majority of the Total Voting Power unless (i) such Transfer is approved in advance by a majority of the Class A Directors or (ii) such Person offers to acquire all the Voting Securities then owned by each other holder of Voting Securities at the same price and on the same terms and conditions as apply to the Transfer from Harris. Notwithstanding the foregoing, nothing in this Section 4.1 shall prohibit or restrict any pro rata dividend or other pro rata distributions of Voting Securities to Harris' shareholders or any bona fide sale to the public of Voting Securities pursuant to Rule 144 under the Securities Act or a bona fide registered public offering. For all purposes of this Agreement, Harris shall be deemed to beneficially own all Voting Securities beneficially owned by any of its Affiliates.

4.2. *Access to Information, Audit and Inspection.* As long as Harris continues to beneficially own Voting Securities that entitle it to cast at least 20% of the Total Voting Power:

(a) Harris and its Representatives shall have (and the Company shall cause its Subsidiaries to provide Harris and its Representatives with) full access at reasonable times and during normal business hours to all the books and records of the Company and its Subsidiaries and their respective businesses (including those books and records pertaining to periods prior to the Closing Date), including the right to

examine and audit any of such books and records and to make copies and extracts therefrom. Harris shall bear all expenses incurred by it or its Representatives in making any such examination or audit and will reimburse the Company for all reasonable out-of-pocket expenses incurred by it or its Subsidiaries in connection therewith. The Company shall, and shall cause each of its Subsidiaries to, make arrangements for Harris and its Representatives to have prompt access at reasonable times and during normal business hours to its officers, directors and employees to discuss the business and affairs of the Company and its Subsidiaries and the books and records pertaining thereto. The provisions of this Section 4.2(a) shall continue to apply to the Company and its Subsidiaries and be enforceable by Harris after Harris ceases to beneficially own any Voting Securities of the Company or Voting Securities of the Company that entitle it to cast at least 20% of the Voting Power, but only to the extent, in each case, that such books and records and such access to officers, directors and other employees are reasonably requested by Harris in connection with any pending or threatened Litigation, proceeding or investigation involving Harris or any of its Affiliates insofar as such matter relates to the business or affairs of the Company or such Subsidiary (including any matters relating to the business and affairs of any predecessor businesses, including relating to periods prior to the Closing Date).

(b) The Company shall provide Harris with copies of each completed tax return required to be filed by the Company or any of its Subsidiaries by applicable Law (each, a "Tax Return") at least 20 Business Days prior to the due date (including any extensions of such due date) of the filing of such Tax Return, and Harris may review such Tax Return prior to its filing with the appropriate Government Entity. The Company shall consult with Harris and negotiate in good faith to resolve any issues arising as a result of the Harris' review of such Tax Return. Harris, the Company and its Subsidiaries shall use all reasonable good faith efforts to resolve any issue in dispute as promptly as possible, but in any event prior to the due date for the filing of such Tax Return. In the event an issue resulting from the review by Harris of such Tax Return remains in dispute as of the due date for the filing of such Tax Return, the Tax Return shall be filed with the appropriate Government Entity in accordance with the recommendation of the Company's external tax advisors.

4.3. *Related Party Transactions.* Harris will not, and will not permit any of its Affiliates to, directly or indirectly, enter into any transaction or series of related transactions (including any Transfer of any assets or the provision of any goods or services) with the Company or any of its Subsidiaries (each, an *"Affiliate Transaction"*) unless (i) such Affiliate Transaction is on Arm's Length Terms and (ii) if the Affiliate Transaction has a Fair Market Value of more than $5 million, such Affiliate Transaction shall have been approved in advance by a majority of the Class A Directors. The foregoing shall not apply to:

(i) any issuance of securities to, or other payments, awards or grants of in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, employee benefits, stock options and stock ownership plans approved by the Board,

(ii) the payment of reasonable and customary fees to Directors who are not employees of the Company or any of its Subsidiaries,

(iii) indemnification or insurance arrangements covering directors and officers of the Company and its Subsidiaries, and

(iv) any payments or other transactions pursuant to any tax-sharing agreement between the Company and any other Person with which the Company files a consolidated tax return or with which the Company is part of a consolidated group for tax purposes.

4.4. *Freedom of Action.* (a) Nothing in this Section 4.4 will impair the Company's ability to enter into contractual arrangements with a shareholder of the Company which restrict the shareholder from engaging in activities otherwise allowed by this Section and the following provisions shall be subject to the terms of any such contractual arrangements.

(b) Except as expressly provided in the Non-Competition Agreement, dated as of the date hereof, among the Company, Harris and Stratex (the "Non-Competition Agreement") or the proviso at the end of Section 4.4(c), Harris and its Affiliates shall have the right to, and none of them shall have any

fiduciary duty or other obligation to the Company, any of its Subsidiaries or any of their shareholders not to, take any of the following actions:

(i) engage in the same or similar activities or lines of business as the Company or any Subsidiary or develop or market any products or services that compete, directly or indirectly, with those of the Company or any of its Subsidiaries;

(ii) invest or own any interest in, or develop a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or any of its Subsidiaries;

(iii) do business with any client or customer of the Company or any of its Subsidiaries; or

(iv) employ or otherwise engage any former officer or employee of the Company or any of its Subsidiaries.

(c) Neither Harris nor any of its Affiliates nor any officer, director, employee or former employee of Harris or any of its Affiliates that is not currently an employee of the Company or any of its Subsidiaries (including any Class B Directors) shall have any obligation, or be liable, to the Company, any of its Subsidiaries or any of their shareholders for or arising out of the conduct described in Section 4.4(b) or the exercise of Harris' rights under any of the Agreements and none of them shall be deemed to have acted (i) in bad faith, (ii) in a manner inconsistent with the best interests of the Company, any of its Subsidiaries or any of their shareholders or (iii) in a manner inconsistent with, or opposed to, any fiduciary duty owed by them to the Company, any of its Subsidiaries or any of their shareholders by reason of any such conduct or exercise of such rights or any of their participation therein. If Harris or any of its Subsidiaries or any of their directors, officers or employees, including any such individuals who are also directors, officers or employees of the Company or any of its Subsidiaries, (collectively, the "Harris Entities") acquires knowledge of a potential opportunity, transaction or matter which may be a corporate opportunity for both Harris or any of its Subsidiaries, on the one hand, and the Company or any of its Subsidiaries, on the other hand, (each, a "Corporate Opportunity"), then each of the Harris Entities shall have the right to, and none of them shall have any fiduciary duty or other obligation not to, pursue such Corporate Opportunity for itself or to direct such Corporate Opportunity to any of its Affiliates or to any third party and none of the Harris Entities (i) shall have any duty to communicate, offer or present such Corporate Opportunity to the Company or any of its Subsidiaries, directors, officers or employees, (ii) shall have any liability to the Company, any of its Subsidiaries or any of their shareholders for breach of any fiduciary duty or other duty, as a shareholder, director, officer or employee of the Company or any of its Subsidiaries or otherwise, (iii) shall be deemed to have acted (x) in bad faith, (y) in a manner inconsistent with the best interests of the Company, any of its Subsidiaries or any of their shareholders or (z) in a manner inconsistent with, or opposed to, any fiduciary duty owed by them to the Company, any of its Subsidiaries or any of their shareholders, in each case by reason of the fact that any Harris Entity pursues or acquires such Corporate Opportunity for itself, directs such Corporate Opportunity to any of its Affiliates or any third party, or does not communicate information regarding such Corporate Opportunity to the Company or any of its Subsidiaries, directors, officers or employees; *provided*, *however*, that notwithstanding anything in this Section 4.4 to the contrary a Corporate Opportunity offered to a person who is a director or officer of both the Company and Harris shall belong to the Company if such Corporate Opportunity is expressly offered to such person in writing solely in his or her capacity as a director or officer of the Company.

(d) The provisions of this Section 4.4 shall be effective to the maximum extent permitted by Law and are not intended to be enforceable to any further extent.

4.5. *Preemptive Right.* (a) If the Company proposes to issue (a "Proposed Issuance") any capital stock of the Company or any securities convertible into, or exercisable or exchangeable for, such capital stock (collectively, the "Offered Securities") at any time when the holders of all the outstanding shares of Class B Common Stock (assuming that all the outstanding shares of Class A Common Stock which are then exchangeable for Class B Common Stock have been so exchanged) are collectively entitled to cast a

majority of the Total Voting Power, the Company shall give written notice of the Proposed Issuance to the holders of Class B Common Stock (the "Offer Notice") at least 30 days prior to such issuance. Such notice shall describe all the material terms and conditions of such Proposed Issuance. Each holder of Class B Common Stock shall have the right to acquire at the same price and on the same terms and conditions, an additional amount of the Offered Securities so that the percentage of the outstanding Common Stock and Total Voting Power then owned by such holder shall not change as a result of such acquisition and Proposed Issuance; provided, however, that notwithstanding the foregoing (i) such holder may elect to acquire a lesser number of additional Offered Securities as it may determine in its sole discretion and (ii) if the Offered Securities are, or are convertible into or exercisable or exchangeable for, Class A Common Stock, then in lieu thereof such holder shall be entitled to purchase Class B Common Stock or Offered Securities convertible into or exercisable or exchangeable for Class B Common Stock, as applicable. If any holder of Class B Common Stock fails to accept such offer by written notice received by the Company within fifteen (15) days following the date on which such holder received the Offer Notice, the Proposed Issuance may be consummated free and clear of the preemptive right granted to the holders of Class B Common Stock under this Section 4.5. Notwithstanding the foregoing, if the purchase price for any Proposed Issuance is to be paid in whole or in part other than in cash, then the holders of Class B Common Stock may pay the purchase price in cash in an amount per Offered Security equal to the fair market value of the aggregate non-cash consideration so payable, as reasonably determined in good faith by the Board, divided by the total number of Offered Securities to be issued without giving effect to the preemptive right granted by this Section 4.5.

(b) Notwithstanding the foregoing, the preemptive right granted by this Section 4.5 shall not apply to any Proposed Issuance pursuant to any stock option, restricted stock or employee benefit plan of the Company; *provided, however*, at the end of each month the Company shall give the holders of Class B Common Stock written notice of all such Proposed Issuances during such month (the "Monthly Offer Notice") and each holder of Class B Common Stock shall have the right, exercisable by delivering written notice to the Company (each, a "Monthly Exercise Notice") within fifteen days after the date on which such holder received the Monthly Offer Notice, to purchase for cash a sufficient number of shares of Class B Common Stock so that the percentage of the outstanding Common Stock and Total Voting Power then owned by such holder shall not change as a result of such acquisition and Proposed Issuances; *provided, however*, that such holder may elect to acquire a lesser number of such shares of Class B Common Stock as it may determine it its sole discretion. The per share purchase price for any purchase of Class B Common Stock pursuant to a Monthly Exercise Notice shall be (i) if the Class A Common Stock is then listed on a national securities exchange or quoted on an automated inter-dealer quotation system, the closing price of the Class A Common Stock on the trading day immediately preceding the date on which the Company received the Monthly Exercise Notice or (ii) in all other cases, the fair market value of one share of Class A Common Stock as determined in good faith by the Board.

4.6. *Covenants Relating to Financial, Accounting and Disclosure Matters.* (a) The Company agrees to comply with the requirements of all of the following paragraphs of this Section 4.6 other than paragraph (m) at all times when Harris is required by U.S. generally accepted accounting principles ("GAAP") to consolidate the Company or any of its Subsidiaries. The Company agrees to comply with the requirements of paragraphs (d), (e), (f), (j), (m) and (n) of this Section 4.6 at all time when Harris is required by GAAP to account for its investment in the Company or any of its Subsidiaries under the equity method of accounting.

(b) *Disclosure and Internal Controls.* The Company will (and will cause each of its Subsidiaries to) maintain effective disclosure controls and procedures and internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act or any similar or successor rule applicable to Harris. The Company shall cause each of its principal executive and principal financial officers to (i) sign and deliver certifications to its periodic reports and shall include the certifications in its periodic reports, as and when required pursuant to Exchange Act Rule 13a-14 and Item 601 of Regulation S-K or any similar or successor rule applicable to Harris and (ii) sign and deliver to Harris such certification and representation documents, and to participate in discussions of related matters, with respect to Harris' periodic reports

under the Exchange Act as Harris may reasonably request. The Company shall cause its management to evaluate its disclosure controls and procedures and internal control over financial reporting (including any change in internal control over financial reporting) as and when required pursuant to Exchange Act Rule 13a-15 or any similar or successor rule applicable to Harris. The Company shall disclose in its periodic reports filed with the SEC information concerning its management's responsibilities for and evaluation of its disclosure controls and procedures and internal control over financial reporting (including the annual management report and attestation report of its independent auditors relating to internal control over financial reporting) as and when required under Items 307 and 308 of Regulation S-K and other applicable SEC rules. Without limiting the general application of the foregoing, the Company shall (and shall cause each of its Subsidiaries to) maintain internal systems and procedures which provide reasonable assurance that (i) its financial statements are reliable and timely prepared in accordance with GAAP and applicable Law, (ii) all transactions of the Company and its Subsidiaries are recorded as necessary to permit the preparation of their respective financial statements, (iii) the receipts and expenditures of the Company and its Subsidiaries are authorized at the appropriate internal level, and (iv) unauthorized use or disposition of the assets of any the Company or any of its Subsidiaries that could have material effect on their financial statements is prevented or detected in a timely manner. The Company shall report in reasonable detail to Harris any of the following events or circumstances promptly after any executive officer of the Company or any Director becomes aware of such matter: (i) any significant deficiency or material weakness in the design or operation of internal control over financial reporting that is reasonably likely to adversely affect the Company's or any of its Subsidiaries ability to record, process, summarize and report financial information, (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Company and its Subsidiaries, (iii) any illegal act within the meaning of Section 10A(b) and (f) of the Exchange Act, and (iv) any report of a material violation of Law that an attorney representing the Company or any of its Subsidiaries has formally made to any officers or directors of the Company pursuant to the SEC's attorney conduct rules (17 C.F.R. Part 205).

(c) *Fiscal Year, Fiscal Quarter and Fiscal Monthly Accounting Periods.* The Company shall (and shall cause each of its Subsidiaries to) maintain the same fiscal year, fiscal quarter and fiscal monthly accounting periods as Harris as they may change from time to time.

(d) *Quarterly and Annual Information.* The Company shall cooperate with Harris and use its commercially reasonable efforts to deliver to Harris consolidated quarterly and annual financial statements of the Company by such dates as Harris shall reasonably determine in order to give Harris reasonable time to review and include such information in its Quarterly Report on Form 10-Q or Annual Report on Form 10-K, as applicable. The Company hereby acknowledges that Harris' internal policies and procedures will impose certain requirements on its divisions and subsidiaries with respect to the type and format of financial information provided to Harris' management at the end of each fiscal quarter and fiscal year end and that Harris currently requires such information to be so provided no later than the eighth (8th) Business Day following the end of each fiscal quarter and fiscal year end. The Company acknowledges that Harris is a Large Accelerated Filer (as such term is defined in Rule 12b-2 under the Exchange Act) and is required to file its Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K with the SEC on an accelerated basis and must make file such reports with the SEC before the Company is currently required to file its Quarterly Reports on Form 10-Q or Annual Reports on Form 10-K or may be required to file such reports in the future. Senior employees of the Company and Harris with responsibility for preparation and review of SEC filings will actively consult with each other regarding the details of the Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K to be filed by the Company and in particular review any changes (whether or not substantive) that the Company is considering or plans to make to the most recent draft provided to Harris before such documents are filed with the SEC.

(e) *Other SEC Filings.* Each of the Company and each of its Subsidiaries which files any information with the SEC (each, a "Filing Party") shall promptly deliver to Harris: preliminary and substantially final drafts, as soon as the same are prepared, of (i) all reports, notices and proxy and information statements to be sent or made available by such Filing Party to its security holders, (ii) all

regular, periodic and other reports (other than those on Form 10-K or Form 10-Q) to be filed or furnished by such Filing Party under Sections 13, 14 and 15 of the Exchange Act, and (iii) all registration statements and prospectuses to be filed by such Filing Party with the SEC or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange. Thereafter, senior employees of the Company and Harris with responsibility for preparation and review of SEC filings will actively consult with each other regarding any changes (whether or not substantive) that the Company may consider making to such documents before they are filed with, or furnished to, the SEC.

(f) *Earnings Releases and Financial Guidance.* Senior employees from the Company and Harris with responsibility for such matters shall consult with each other as to the timing of their annual and quarterly earnings releases and any interim financial guidance for a current or future period and the Company shall give Harris the opportunity to review and comment on the information contained in such releases or guidance. The Company shall make reasonable efforts to issue its respective annual and quarterly earnings releases at approximately the same time on the same date as Harris. No later than eight hours prior to the time and date (or, if the same will be published before noon, no later than 5 p.m. Melbourne, Florida time on the previous Business Day) on which the Company intends to publish its regular annual or quarterly earnings release, any financial guidance for a current or future period or any other matters that could be reasonably likely to have a material financial impact on the earnings, results of operations, financial condition or prospects of the Company and its Subsidiaries, taken as a whole, the Company shall use commercially reasonable efforts to deliver to Harris copies of substantially final drafts of all press releases and other statements relating thereto which will be made available by the Company or any of its Subsidiaries to employees or public and senior employees with responsibility for such maters shall consult regarding any changes (other than typographical or other similar minor changes) to such substantially final drafts. Immediately following the issuance thereof, the Company shall deliver to Harris copies of final versions of all such press releases and other public statements.

(g) *Harris Public Filings.* The Company shall use its commercially reasonable efforts to cooperate and to cause its auditors to cooperate with Harris to the extent reasonably requested by Harris in the preparation of Harris public earnings or other press releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, Current Reports on Form 8-K and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by Harris with the SEC or any national securities exchange or otherwise made publicly available by or on behalf of Harris (collectively, the "Harris Public Filings") and Harris shall reimburse the Company for all reasonable out-of-pocket expenses incurred by the Company or any of its Subsidiaries in connection therewith. The Company shall use commercially reasonable efforts to provide to Harris all information Harris reasonably requests in connection with any Harris Public Filings or that, in the reasonable judgment of legal advisors to Harris, is required to be disclosed or incorporated by reference therein under applicable Law. The Company shall provide such information in a timely manner on the dates requested by Harris (which may be earlier than the dates on which the Company otherwise would be required hereunder to have such information available) to enable Harris to prepare, print and release all Harris Public Filings on such dates as Harris shall reasonably determine but in no event later than as required by applicable Law. The Company shall use its commercially reasonable efforts to cause the Company Auditors to consent to any reference to them as experts in any Harris Public Filings if required under applicable Law. If and to the extent requested by Harris, the Company shall diligently and promptly review all drafts of such Harris Public Filings and prepare in a diligent and timely fashion any portion of such Harris Public Filing pertaining to the Company. Prior to any printing or public release of any Harris Public Filing, an appropriate executive officer of the Company shall, if requested by Harris, certify that the information relating to the Company, any of its Subsidiaries or any of their businesses in such Harris Public Filing is accurate, true, complete and correct in all material respects. Unless required by Law, the Company shall not publicly release any financial or other information that conflicts with the information with respect to the Company, any of its Subsidiaries or any of their respective businesses that is included in any Harris Public Filing without Harris' prior written consent. Prior to the release or filing thereof, Harris shall provide the Company with a draft of any portion of a Harris Public Filing containing information relating

to the Company, any of its Subsidiaries or any of their businesses and shall give the Company an opportunity to review such information and comment thereon.

(h) *Company Disclosures.* Nothing in Section 4.6(d), Section 4.6(e), Section 4.6(f) or Section 4.6(n) shall prevent or otherwise limit the ability of the Company to make any disclosure which the Company reasonably believes is necessary to comply with applicable Law, including any changes to drafts previously furnished to Harris. Nothing in Section 4.6(d), Section 4.6(e), Section 4.6(f) or Section 4.6(n) shall prevent or otherwise limit the ability of Harris to make any disclosure which Harris reasonably believes is necessary to comply with applicable Law, including any changes to drafts previously furnished to the Company.

(i) *Consistency of Accounting Principles, Policies and Practices.* All information to be provided to Harris by, or with respect to, the Company or any of its Subsidiaries or controlled Affiliates pursuant to this Agreement shall be consistent in terms of format, detail and otherwise with the accounting principles, policies and practices of Harris, with such changes therein as may be requested by Harris from time to time consistent with changes in such accounting principles, policies and practices. Subject to the foregoing, the Company shall give Harris as much prior notice as reasonably practicable of any proposed determination of, or any significant changes in, the Company's accounting estimates or accounting principles. Senior employees of Harris and the Company with responsibility for accounting and financial reporting shall consult with each other (and their respective auditors, if requested) with respect to any such proposed determination or change. Unless otherwise required by applicable Law, the Company shall not make any such determination or changes without the prior written consent of Harris if such a determination or change would be sufficiently material to be required to be disclosed in financial statements or other disclosure documents filed by the Company or Harris with the SEC.

(j) *Auditors.* Ernst & Young shall initially serve as the independent certified public accountants of the Company and its Subsidiaries (the "Company Auditors"). The Company shall thereafter maintain as the Company Auditors the same firm (and its affiliated firms) as Harris appoints to act as the independent certified public accountants for Harris and its Subsidiaries, unless and until the audit committee of the Company determines in good faith that it is required by Law or that it is in the best interest of the stockholders of the Company to appoint a different independent certified public accountant for the Company than that appointed by Harris for Harris and its Subsidiaries. The Company shall use commercially reasonable efforts to enable the Company Auditors to complete their audit such that they may date their opinion on the audited financial statements of the Company (the "Annual Financial Statements") on the same date that Harris' independent certified public accountants (the "Harris Auditors") date their opinion on the audited annual financial statements of Harris (the "Harris Annual Statements") and to enable Harris to meet its timetable for the printing, filing and public dissemination of the Harris Annual Statements, all in accordance with this Agreement and as required by applicable Law. The Company shall request that the Company Auditors date their opinion on the Annual Financial Statements on the same date that the Harris Auditors date their opinion on the Harris Annual Statements. The Company shall provide to Harris on a timely basis all information Harris reasonably requires to meet its schedule for the preparation, printing, filing and public dissemination of the Harris Annual Statements in accordance with this Agreement and as required by applicable Law. Without limiting the generality of the foregoing, the Company shall provide all required financial information with respect to the Company and its Subsidiaries to the Company Auditors in a sufficient and reasonable time and in sufficient detail to permit the Company Auditors to take all steps and perform all reviews necessary to provide sufficient assistance to Harris Auditors with respect to information to be included or contained in the Harris Annual Statements. The Company shall authorize the Company Auditors to make available to the Harris Auditors both the personnel who performed, or are performing, the annual audit of the Company and work papers related to the annual audit of the Company, in all cases within a reasonable time prior to the opinion date for the Company Auditors, so that the Harris Auditors are able to perform the procedures they consider necessary to take responsibility for the work of the Company Auditors as it relates to the report of the Harris Auditors on the Harris financial statements, all within sufficient time to enable Harris to meet its timetable for the printing, filing and public dissemination of the Harris Annual Statements.

(k) *Inaccuracies.* If Harris determines in good faith that there may be an inaccuracy in any financial statements of the Company or any of its Subsidiaries or any deficiency in the internal accounting controls or operations of the Company or any of its Subsidiaries that could materially impact Harris' financial statements, then upon request the Company shall provide to Harris' internal auditors access to the books and records of Harris and its Subsidiaries so that Harris may conduct reasonable audits relating to the financial statements provided by the Company under this Agreement as well as to the internal accounting controls and operations of the Company or any of its Subsidiaries. Harris shall be responsible for the fees and expense of its internal auditors in connection with such audits but shall not be required to reimburse the Company for any expenses incurred by the Company and its Subsidiaries in connection therewith.

(l) *Information for Equity Accounting Periods.* The Company shall provide to Harris on a timely basis all information Harris reasonably requires to meet its schedule for the preparation, printing, filing and public dissemination of the Harris Annual Statements in accordance with this Agreement and as required by applicable Law, and without limiting the generality of the foregoing, the Company shall provide all required financial information with respect to the Company and its Subsidiaries to the Company Auditors in a sufficient and reasonable time and in sufficient detail to permit the Company Auditors to take all steps and perform all reviews necessary to provide sufficient assistance to Harris Auditors with respect to information to be included or contained in the Harris Annual Statements.

(m) *Certifications.* The Company shall provide to Harris certifications from appropriate employees of the Company, at the times and in form and substance reasonably requested by Harris, to provide backup support for any certifications by any officers of Harris which are required to be included as part of, or as an exhibit to, any report filed by Harris under the Exchange Act pursuant to Rule 13a-14 under the Exchange Act, Item 601 of Regulation S-K or any successor or additional rule or regulation; *provided, however,* that such employees need only provide such certifications to the extent they believe they accurately characterize the matters described therein.

(n) *Nonpublic Information.* Each party recognizes that information shared pursuant to this Article IV may constitute material nonpublic inside information, and will use commercially reasonable efforts (i) to treat such material nonpublic information as confidential, (ii) in the case of Stratex only, not to disclose it to any Person who is not an employee or director of such party or any of its Subsidiaries or any of their advisers who need to know such information for purposes of carrying out the provisions of this Section 4.6. and (iii) in the case of Harris only, not to disclose it to any Person who is not an employee or director of such party or any of its Subsidiaries or any of their advisers who need to know such information for purposes of advising Harris with respect to its investment in the Company or carrying out the provisions of this Section 4.6.

4.7. *Option Exercise.* If and to the extent the Company shall determine to use the proceeds from the exercise of any options to acquire Common Stock to repurchase shares of Class A Common Stock in the market at the then prevailing market price, at the request of Harris or otherwise, such determination or repurchase shall not be deemed to be an Affiliate Transaction or a breach by Harris or any Class B Director of any duty or obligation they may have to the Company or its stockholders.

ARTICLE V

Miscellaneous

5.1. *Termination.* This Agreement shall terminate at the first time at which the Total Voting Power of Voting Securities owned by Harris, its Affiliates and their respective Nominees collectively represent less than 10% of the Total Voting Power.

5.2. *Governing Law and Venue; Waiver Of Jury Trial.* **(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The

parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (collectively, the "Delaware Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in any Delaware Court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in any Delaware Court; *provided, however*, that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any Delaware Court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any Delaware Court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.7 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.2.

5.3. *Severability.* If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

5.4. *Amendment; Waiver.* This Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). Any such amendment or waiver by the Company shall require the prior approval of a majority of the Class A Directors. No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

5.5. *Assignment.* Harris shall be entitled to assign all of its rights and obligations under this Agreement to any Person to whom it transfers all of the ownership interests in the Company then owned by Harris and its Affiliates if such Person delivers a written undertaking to the Company in which such Person expressly assumes all of Harris' obligations under this Agreement, and from and after such a

transfer all references herein to Harris shall be deemed to be references to such Person. Except as provided in the immediately preceding sentence, no party may assign this Agreement or any rights, benefits, obligations or remedies hereunder without the prior written consent of the other party hereto, except that no such consent shall be required for a transfer by operation of Law in connection with a merger or consolidation of such party. Any attempt so to assign or to delegate any of the foregoing without such consent shall be void and of no effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and permitted assigns. All certificates representing shares subject to the terms and conditions of this Agreement shall bear an appropriate legend with respect thereto.

5.6. *No Third-Party Beneficiaries.* This Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

5.7. *Notices.* Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
fax: (212) 558-3588
Attention: Duncan C. McCurrach

if to the Company:

Harris Stratex Networks, Inc.
Research Triangle Park
637 David Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

with a copy to (which shall not constitute notice):

Bingham McCutchen LLP
1900 University Avenue
East Palo Alto, CA 94303
Attn: Bart Deamer
fax: (650) 849-4800

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one Business Day by dispatch pursuant to one of the other methods described

herein); or on the next Business Day after deposit with a nationally recognized overnight courier, if sent by a nationally recognized overnight courier.

5.8. *Entire Agreement.* This Agreement, the Non-Competition Agreement, the Registration Rights Agreement, dated as of the date hereof, between Harris and the Company and, solely with respect to the defined terms therein which are incorporated by reference herein, the Formation Agreement between Harris and Stratex constitute the entire and only agreements between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party.

5.9. *No Challenges; Specific Performance.* Each of Harris and the Company hereby acknowledges and agrees that (a) it will not challenge the validity of any provision of Articles III or IV hereof in any Litigation or any other proceeding and (b) because any breach of the provisions of Articles III or IV would cause irreparable harm and significant injury that would be difficult to ascertain and would not be adequately compensable by damages alone, each party will have the right to enforce such provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies the enforcing party may have. The reference to specific Articles in this Section is not a waiver of any party's rights to seek equitable relief for breaches of other Articles or Sections.

5.10. *Headings.* The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

5.11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

5.12. *Relationship of Parties.* Nothing herein contained shall constitute the parties hereto members of any partnership, joint venture, association, syndicate, or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of another party, except as otherwise expressly provided in any Agreement.

5.13. *Construction.* This Agreement has been negotiated by the parties and their respective counsel in good faith and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party. Time shall be of the essence of this Agreement.

5.14. *Effectiveness.* This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party

5.15. *Enforcement by the Company.* Harris agrees that a majority of the Class A Directors shall have the sole and exclusive right to direct the exercise and enforcement of all rights of the Company hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

HARRIS CORPORATION

By /s/ R. Kent Buchanan

Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

HARRIS STRATEX NETWORKS, INC.

By /s/ Guy M. Campbell

Name: Guy M. Campbell
Title: Chief Executive Officer and President

Table of Contents

Exhibit A

Amended and Restated Certificate of Incorporation

[omitted]

Table of Contents

Exhibit B

Amended and Restated Bylaws

[omitted]

NON-COMPETITION AGREEMENT

Among

HARRIS CORPORATION,

STRATEX NETWORKS, INC.

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

NON-COMPETITION AGREEMENT

NON-COMPETITION AGREEMENT, dated as of January 26, 2007 (this "Agreement"), among HARRIS CORPORATION, a Delaware corporation ("Harris"), STRATEX NETWORKS, INC., a Delaware corporation ("Stratex"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "Company").

WHEREAS, Harris, Stratex, the Company and Stratex Merger Corp., a Delaware corporation and wholly owned subsidiary of the Company have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, as amended by that certain letter agreement, dated January 26, 2007 (the "Formation Agreement"), among the parties thereto pursuant to which the Company was formed to acquire Stratex pursuant to the Merger and to receive the Contributed Assets from Harris in the Contribution Transaction, in each case on the terms and subject to the conditions set forth in the Formation Agreement;

WHEREAS, because of the importance of preserving the value of the business being contributed by Harris as a going concern, Stratex was not willing to enter into the Formation Agreement without the undertakings of Harris contained in this Agreement; and

WHEREAS, the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreements, the parties agree as follows:

1. *Definitions.* The term "Restricted Business" means the development, manufacture, distribution and sale of any microwave radio systems and related components, systems and services which are (i) competitive with the products listed in Schedule 1 hereto, or (ii) which are substantially similar to such products in form, fit and function when used in terrestrial microwave point-to-point communications networks that provide access and trunking of voice and data for telecommunications networks anywhere in the world. In addition, all capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Formation Agreement; *provided, however*, that notwithstanding the foregoing neither the Company nor any of its Subsidiaries shall be deemed to be a Subsidiary or Affiliate of Harris or any of its other Subsidiaries or Affiliates for purposes of this Agreement.

2. *Non-Competition.* In consideration for the issuance to Harris of shares of the Company pursuant to the Formation Agreement and the performance by Stratex of its obligations under the Agreements (collectively, the "Non-Compete Consideration"), Harris agrees that, during the period commencing on the date of this Agreement and ending on the fifth anniversary of the date hereof, Harris will not, and will not permit any of its Subsidiaries to (a) engage, directly or indirectly, in the Restricted Business, (b) form any Person other than the Company and its Subsidiaries (a "Covered Person") or change or extend the current business activities of any existing Covered Person for the purpose of engaging, directly or indirectly, in the Restricted Business or (c) invest, directly or indirectly, in any Covered Person engaged, directly or indirectly, in the Restricted Business in any material respect; *provided, however*, that notwithstanding the foregoing Harris and/or its Subsidiaries may (i) collectively own less than 20% of the total equity interests in any Covered Person engaged in the Restricted Business as long as none of the employees of Harris or any of its Subsidiaries is involved in the management of such Covered Person, (ii) participate as a passive investor with no management rights in any investment fund that holds an ownership interests in Covered Persons engaged in the Restricted Business which is managed by Persons that are not Affiliates of Harris (each, an "Unaffiliated Person") (x) with any employee benefit or retirement plan funds and (y) with any other funds subject, in the case of this clause (y) only, to a maximum interest in such investment fund of 15% and (iii) acquire a Covered Person or business unit of a Covered Person engaged in the Restricted Business if (x) the Restricted Business contributed less than 20% of such Covered Person's or business unit's, as applicable, total revenues (based on its latest annual audited financial statements, if available) and (y) such Covered Person or Harris, as applicable, divests or ceases to conduct the Restricted Business within 18 months after the acquisition date. Notwithstanding anything in this Agreement to the contrary, the defined term "Restricted Business" shall not include, and the prohibition contained in this Section 2 shall in no way prohibit Harris and/or its Subsidiaries from,

(a) purchasing and reselling products produced by, and marked with the brands of, an Unaffiliated Person in connection with the sale, service, design or maintenance of a system that contains or uses microwave radios or related components, systems or services or (b) developing, manufacturing, distributing or selling microwave radios or related components, systems or services for use by Government Entities.

3. *Sufficiency of Consideration.* Each of the parties acknowledges that the Non-Compete Consideration is sufficient consideration for the duration and scope of the non-competition agreement contained herein and that such duration and scope are reasonable in all respects.

4. *Severability; Enforceability.* If any provision of this Agreement, or any part thereof, is held by a court or other authority of competent jurisdiction to be invalid or unenforceable, the parties agree that the court or authority making such determination will have the power to reduce the duration or scope of such provision or to delete specific words or phrases as necessary (but only to the minimum extent necessary) to cause such provision or part to be valid and enforceable. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement without violating applicable law.

5. *Availability of Injunctive Relief.* The parties hereto acknowledge and recognize that irreparable damage could result to the Company and its Subsidiaries, businesses and properties if Harris fails or refuses to perform its obligations under this Agreement and that no adequate remedy at law will exist for any breach by Harris of this Agreement. In addition to any other rights or remedies and damages available, the Company shall be entitled to appropriate injunctive relief, including preliminary and mandatory injunctive relief, enjoining or restraining Harris or any of its Subsidiaries from any violation or threatened violation of this Agreement.

6. Governing Law and Venue; Waiver of Jury Trial. (a) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (collectively, the "Delaware Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in any Delaware Court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in any Delaware Court; *provided, however*, that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any Delaware Court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any Delaware Court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and

(iv) each party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.

7. *Amendment; Waiver.* This Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

8. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

9. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

10. *Successors in Interest; Assignment.* This Agreement shall inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors and permitted assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto.

11. *No Third-Party Beneficiaries.* This Agreement is intended solely for the benefit of the parties and their respective successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement or other right. The Agreement is not intended and shall not be construed to create any third party beneficiaries or to provide to any third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

12. *Notices.* Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Duncan C. McCurrach
fax: (212) 558-3588

if to the Company:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

with a copy to (which shall not constitute notice):

Bingham McCutchen LLP
1900 University Avenue
East Palo Alto, CA 94303
Attn: Bart Deamer
fax: (650) 849-4800

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with a nationally recognized overnight courier, if sent by a nationally recognized overnight courier.

13. *Fees.* In any action or proceeding related to or arising out of the enforcement of, or defense against, any provision of this Agreement, the non-prevailing party in such action or proceeding shall pay, and the prevailing party shall be entitled to, all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of the prevailing party incurred in connection with such action or proceeding.

14. *Enforcement by the Company.* Harris agrees that a majority of the Class A Directors shall have the sole and exclusive right to direct the exercise and enforcement of all rights of the Company hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HARRIS CORPORATION

By /s/ R. Kent Buchanan

Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

STRATEX NETWORKS, INC.

By /s/ Carl A. Thomsen

Name: Carl A. Thomsen
Title: Senior Vice President and Chief Financial Officer

HARRIS STRATEX NETWORKS, INC.

By /s/ Guy M. Campbell

Name: Guy M. Campbell
Title: Chief Executive Officer and President

EXHIBIT 10.3

REGISTRATION RIGHTS AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (the "Agreement"), dated as of January 26, 2007, between HARRIS CORPORATION, a Delaware corporation ("Harris"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "Company").

WHEREAS, Harris, the Company, Stratex Networks, Inc., a Delaware corporation ("Stratex"), and Stratex Merger Corp., a Delaware corporation and a wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006 as amended by that certain letter agreement, dated January 26, 2007 (the "Formation Agreement"), among the parties thereto, pursuant to which the Company was formed to acquire Stratex through the Merger and to receive the Contributed Assets from Harris in the Contribution Transaction, in each case on the terms and subject to the conditions set forth in the Formation Agreement;

WHEREAS, in the Contribution Transaction, Harris will receive all of the outstanding shares of Class B Common Stock of the Company;

WHEREAS, Harris was not willing to enter into the Formation Agreement without the undertakings of the Company contained in this Agreement and the execution and delivery of this Agreement by the Company is a condition to closing under Formation Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreements the parties agree as follows:

1. Definitions. (a) All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Formation Agreement. In addition, the following terms shall be defined as follows:

"Affiliate" shall have the meaning assigned to such term under Rule 405 under the Securities Act.

"Applicable Securities" means, with respect to any Registration Statement, the Registrable Securities identified in the Demand Notice or Piggyback Notice relating to such Registration Statement and any Registrable Securities which any other Holder is entitled to, and requests, be included is such registration statement within 20 days after receiving such notice.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means, collectively, the shares of the Class A Common Stock and the Class B Common Stock of the Company.

"Demand Notice" means a notice given by a Holder pursuant to Section 2(a).

"Demand Registration" means a registration under the Securities Act of an offer and sale of Registrable Securities effected pursuant to Section 2 hereof.

"Demand Registration Statement" means a registration statement filed under the Securities Act by the Company pursuant to the provisions of Section 2 hereof, including the Prospectus contained therein, any amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Effectiveness Period" means, with respect to any Registration Statement, the period during which such Registration Statement is effective.

"Effective Time" means, with respect to any Registration Statement, the date on which the Commission declares such Registration Statement effective or on which such Registration Statement otherwise becomes effective under the Securities Act.

"Electing Holder" means, with respect to any Registration, each Holder that is entitled and elects to sell Registrable Securities pursuant to such Registration and this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Holder" means, at any time, a registered owner of any Registrable Securities or securities convertible into, or exercisable or exchangeable for, Registrable Securities.

"NASD" means the National Association of Securities Dealers, Inc.

"NASD Rules" means the Rules of the NASD, as amended from time to time.

"Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Government Entity or other entity of any kind or nature.

"Piggyback Demand Registration" means a registration under the Securities Act of an offer and sale of Registrable Securities effected pursuant to Section 3 hereof.

"Prospectus" means the prospectus (including, without limitation, any preliminary prospectus, any final prospectus and any prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A under the Act) included in a Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Applicable Securities covered by a Registration Statement and by all other amendments and supplements to such prospectus, including all material incorporated by

reference in such prospectus and all documents filed after the date of such prospectus by the Company under the Exchange Act and incorporated by reference therein.

"Registrable Securities" means (a) any Common Stock or other securities acquired by Harris pursuant to any of the Agreements or otherwise from the Company, (b) any securities issued or distributed with respect to, or in exchange for, any such Common Stock or securities (whether directly or indirectly or in one or a series of transactions) pursuant to any reclassification, merger, consolidation, reorganization or other transaction or procedure and (c) any securities issued or distributed with respect to, or in exchange for, any securities described in clause (b) or this clause (c) (whether directly or indirectly or in one or a series of transactions) pursuant to any reclassification, merger, consolidation, reorganization or other transaction or procedure, other than, in the case of each of clauses (a), (b) and (c), any such securities that are Unrestricted Securities.

"Registration" means a Demand Registration or Piggyback Registration.

"Registration Expenses" means all expenses incident to the Company's performance of its obligations in respect of any Registration of Registrable Securities pursuant to this Agreement, including but not limited to all registration, filing and NASD fees, fees of any stock exchange upon which the Registrable Securities are listed, all fees and expenses of complying with securities or blue sky laws, all word processing, duplicating and printing expenses, messenger and delivery expenses, the fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits or "comfort" letters required by or incident to such performance and compliance, premiums and other costs of policies of insurance obtained by the Company against liabilities arising out of the public offering of Registrable Securities being registered and any fees and disbursements of underwriters customarily paid by issuers; *provided*, *however*, that notwithstanding the foregoing Registration Expenses shall not include any fees and disbursements of counsel retained by any Holders or any transfer taxes or underwriting discounts or commissions relating to the sale of the Registrable Securities.

"Registration Statement" means a registration statement filed by the Company with the Commission under the Securities Act pursuant to the provisions of Section 2 or Section 3 hereof, including the Prospectus contained therein, any amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Rules and Regulations" means the published rules and regulations of the Commission promulgated under the Securities Act or the Exchange Act, as in effect at any relevant time.

"Securities Act" means the Securities Act of 1933, as amended.

"Unrestricted Security" means any Registrable Security that (a) has been offered and sold pursuant to a registration statement that has become effective under the Securities Act, (b) has been transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto) under circumstances after which such Registrable Securities became freely transferable without registration under the Securities Act and any legend relating to transfer restrictions under the Securities Act has been removed or (c) is transferable pursuant to paragraph (k) of Rule 144 (or any successor provision thereto).

(b) The following terms shall have the meanings set forth in the Sections indicated:

Defined Term	Section
Agreement	Preamble
Company	Preamble
Demand Date	Section 2(a)
Demand Notice	Section 2(a)
Demanding Holder	Section 2(a)
Formation Agreement	Recitals
Harris	Preamble
Indemnified Person	Section 6(a)
Indemnitee	Section 6(c)
Indemnitor	Section 6(c)
Intended Offering Notice	Section 3(a)
Maximum Number	Section 2(d)
Piggyback Notice	Section 3(a)
Postponement Period	Section 4(c)
Stratex	Recitals
underwritten offering	Section 2(d)

2. Demand Registrations. (a) Each Holder shall have the right, subject to the terms of this Agreement, to require the Company to register for offer and sale under the Securities Act all or a portion of the Registrable Securities then owned by such Holder subject to the requirements and limitations in this Section 2. In order to exercise such right, the Holder (the "Demanding Holder") must give written notice to the Company (a "Demand Notice") requesting that the Company register under the Securities Act the offer and sale of Registrable Securities (i)

having a market value on the date the Demand Notice is received (the "Demand Date") of at least $50 million based on the then prevailing market price, (ii) representing at least 5% of the outstanding Common Stock (on a fully diluted basis) or (iii) representing all of the Registrable Securities then held by such Holder and its Affiliates. Upon receipt of the Demand Notice, the Company shall (i) promptly notify the other Holders of the receipt of such Demand Notice, (ii) prepare and file with the Commission as soon as practicable and in no event later than 90 days after the Demand Date a Demand Registration Statement relating to the offer and sale of the Applicable Securities on any available form requested by the Demanding Holder (which may include a "shelf" Registration Statement under Rule 415 promulgated under the Securities Act solely for use in connection with delayed underwritten offerings under Rule 415 promulgated under the Securities Act) and (iii) use reasonable efforts to cause such Demand Registration Statement to be declared effective under the Securities Act as promptly as practicable. The Company shall use reasonable efforts to have each Demand Registration Statement remain effective until the earlier of (i) two years (in the case of a shelf Demand Registration Statement) or 90 days (in the case of any other Demand Registration Statement) from the Effective Time of such Registration Statement and (ii) such time as all of the Applicable Securities have been disposed of by the Electing Holders.

(b) The Company shall have the right to postpone (or, if necessary or advisable, withdraw) the filing, or to delay the effectiveness, of a Registration Statement or offers and sales of Applicable Securities registered under a shelf Demand Registration Statement if the board of directors of the Company determines in good faith that such Registration would interfere with any pending financing, acquisition, corporate reorganization or other corporate transaction involving the Company or any of its Subsidiaries, or would otherwise be seriously detrimental to the Company and its Subsidiaries, taken as a whole, and furnishes to the Electing Holders a copy of a resolution of the board of directors of the Company setting forth such determination; *provided, however*, that the Company may postpone a Demand Registration or offers and sales of Applicable Securities under a shelf Demand Registration Statement no more than once in any 12 month period and that no single postponement shall exceed 90 days in the aggregate. The Company shall advise the Electing Holders of any such determination as promptly as practicable.

(c) Notwithstanding anything in this Section 2, the Company shall not be obligated to take any action under this Section 2:

(i) with respect to more than four non-shelf Demand Registration Statements relating to underwritten offerings which have become effective and which covered all the Registrable Securities requesting to be included therein, or

(ii) with respect to more than two shelf Demand Registration Statements which have become and remained effective as required by this Agreement.

(d) The Company may include in any registration requested pursuant to Section 2(a) hereof other securities for sale for its own account or for the account of another Person, subject to the following sentence. In connection with an underwritten offering, if the managing

underwriter advises the Company and the Electing Holders in writing that in its opinion the number of securities requested to be registered exceeds the maximum number which can be sold in such offering without materially adversely affecting the pricing, timing or likely success of the offering (with respect to any offering, the "Maximum Number"), the Company shall include such Maximum Number in such Registration as follows: (i) first, the Applicable Securities requested to be registered by the Demanding Holder, (ii) second, the Applicable Securities requested to be included by any other Electing Holders, if any, (iii) third, any securities proposed to be included by the Company and (iv) fourth, any other securities requested to be included in such Registration. For purposes of this Agreement, an "underwritten offering" shall be an offering pursuant to which securities are sold to a broker-dealer or other financial institution or group thereof for resale by them to investors.

(e) The Demanding Holder shall have the right to withdraw its Demand Notice (in which case such Demand Notice shall be deemed never to have been given for purposes of Section 2(a)) (i) at any time prior to the time the Demand Registration Statement has been declared or becomes effective if the Demanding Holder reimburses the Company for the reasonable out-of-pocket expenses incurred by it prior to such withdrawal in effecting such Registration, (ii) upon the issuance by the Commission or any court or other governmental agency or authority of a stop order, injunction or other order which prohibits or interferes with such Registration, (iii) if the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with such registration are not satisfied other than as a result of default by the Demanding Holder, (iv) there has been a material adverse change in market conditions or in the Company's business, financial condition, results of operations or prospects since the date of such Demand Notice, or (v) if the Company exercises any of its rights under Section 2(b) of this Agreement. If the Holders withdraw a Demand Notice pursuant to this Section 2(e) and the Company nevertheless decides to continue with the Registration as to securities other than the Applicable Securities, then the Holders shall be entitled to participate in such Registration pursuant to Section 3 hereof, but in such case the Intended Offering Notice must be given to the Holders at least 10 business days prior to the anticipated filing date of the Registration Statement and the Holders shall be required to give the Piggyback Notice no later than five business days after the Company's delivery of such Intended Offering Notice.

(f) If any Registration pursuant to this Section 2 shall relate to an underwritten offering, the Demanding Holder shall select the managing underwriter or underwriters with the consent of the Company, which consent shall not be unreasonably withheld or delayed, and the right of any other Holder to participate therein shall be conditioned upon such Holder's participation in the underwriting agreements and arrangements required by this Agreement.

3. Piggyback Registrations. (a) If at any time the Company intends to file on its behalf or on behalf of any holder of its securities a Registration Statement under the Securities Act in connection with a public offering of any securities of the Company (other than a registration statement on Form S-8 or Form S-4 or their successor forms), then the Company shall give written notice of such intention (an "Intended Offering Notice") to each Holder at least

20 business days prior to the date such Registration Statement is filed. Such Intended Offering Notice shall offer to include in such Registration Statement for offer to the public the number or amount of Registrable Securities as each such Holder may request, subject to the conditions set forth herein, and shall specify, to the extent then known, the number and class of securities proposed to be registered, the proposed date of filing of such Registration Statement, any proposed means of distribution of such securities, any proposed managing underwriter or underwriters of such securities, together with a good faith estimate by the Company of the proposed maximum offering price of such securities. Any Holder that elects to have its Registrable Securities offered and sold pursuant to such Registration Statement shall so advise the Company in writing (such written notice from any such Holder being a "Piggyback Notice") not later than seven business days after the date on which such Holder received the Intended Offering Notice, setting forth the number of Registrable Securities that such Holder desires to have offered and sold pursuant to such Registration Statement. Upon the request of the Company, the Electing Holders shall enter into such underwriting, custody and other agreements as shall be customary in connection with registered secondary offerings or necessary or appropriate in connection with the offering. Each Holder shall be permitted to withdraw all or part of its Applicable Securities from any Registration pursuant to this Section 3 at any time prior to the sale thereof (or, if applicable, the entry into a binding agreement for such sale). If any Registration pursuant to this Section 3 shall relate to an underwritten offering, the right of any Holder to participate therein shall be conditioned upon such Holder's participation in the underwriting agreements and arrangements required by this Agreement.

(b) In connection with an underwritten offering, if the managing underwriter or underwriters advise the Company in writing that in its or their opinion the number of securities proposed to be registered exceeds the Maximum Number with respect to such offering, the Company shall include in such Registration such Maximum Number as follows: (i) first, the securities that the Company proposes to sell, (ii) second, the Applicable Securities requested to be included in such Registration *pro rata* among the Electing Holders thereof based on the respective amount of Applicable Securities owned by them and (iii) third, if any, securities held by other holders of securities of the Company who have requested that their securities be included in such Registration Statement and who hold contractual registration rights with respect to such securities.

(c) The rights of the Holders pursuant to Section 2 hereof and this Section 3 are cumulative, and the exercise of rights under one such Section shall not exclude the subsequent exercise of rights under the other such Section (except to the extent expressly provided otherwise herein). Notwithstanding anything herein to the contrary, the Company may abandon and/or withdraw any registration as to which rights under Section 3 may exist (or have been exercised) at any time and for any reason without liability hereunder. In such event, the Company shall notify each Holder that has delivered a Piggyback Notice to participate therein. No Registration of Registrable Securities effected pursuant to a request under this Section 3 shall be deemed to be, or shall relieve the Company of its obligation to effect, a Registration upon request under Section 2 hereof. The Company may enter into other registration rights agreements; *provided*,

however, that the rights and benefits of a holder of securities of the Company with respect to registration of such securities as contained in any such other agreement shall not be inconsistent with, or adversely affect, the rights and benefits of holders of Registrable Securities as contained in this Agreement.

4. Registration Procedures. In connection with a Registration Statement, the following provisions shall apply:

(a) Each Electing Holder shall in a timely manner (i) deliver to the Company and its counsel a duly completed copy of any form of notice and questionnaire reasonably requested by the Company and (ii) provide the Company and its counsel with such other information as to itself as may be required by law for inclusion in the Registration Statement.

(b) The Company shall furnish to each Electing Holder, prior to the Effective Time, a copy of the Registration Statement initially filed with the Commission, and shall furnish to such Electing Holders copies of each amendment thereto and each amendment or supplement, if any, to the Prospectus included therein.

(c) The Company shall promptly take such action as may be reasonably necessary so that (i) each of the Registration Statement and any amendment thereto and the Prospectus forming part thereof and any amendment or supplement thereto (and each report or other document incorporated therein by reference in each case), when it becomes effective, complies in all material respects with the Securities Act and the Exchange Act and the respective rules and regulations thereunder, (ii) each of the Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) each of the Prospectus forming part of the Registration Statement, and any amendment or supplement to such Prospectus, does not at any time during the period during which the Company is required to keep a Registration Statement continuously effective under Section 2(a) (other than any period during which it is entitled and elects to postpone offers and sales under Section 2(b) (each, a "Postponement Period")) include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Company shall, promptly upon learning thereof, advise each Electing Holder, and shall confirm such advice in writing if so requested by any such Electing Holder:

(i) when the Registration Statement and any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for such purpose;

(iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the securities included in the Registration Statement for sale in any jurisdiction or the initiation of any proceeding for such purpose;

(v) following the effectiveness of any Registration Statement, of the happening of any event or the existence of any state of facts that requires the making of any changes in the Registration Statement or the Prospectus included therein so that, as of such date, such Registration Statement and Prospectus do not contain an untrue statement of a material fact and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading (which advice shall be accompanied by an instruction to such Electing Holders to suspend the use of the Prospectus until the requisite changes have been made which instruction such Electing Holders agree to follow); and

(vi) if at any time any of the representations and warranties of the Company contemplated by paragraph (l) below cease to be true and correct or will not be true and correct as of the closing date for the offering.

(e) The Company shall use its reasonable best efforts to prevent the issuance, and if issued to obtain the withdrawal, of any order suspending the effectiveness of the Registration Statement at the earliest possible time.

(f) The Company shall furnish to each Electing Holder, without charge, at least one copy of the Registration Statement and all post-effective amendments thereto, including financial statements and schedules, and, if such Electing Holder so requests in writing, all reports, other documents and exhibits that are filed with or incorporated by reference in the Registration Statement.

(g) The Company shall, during the period during which the Company is required to keep a Registration Statement continuously effective under Section 2(a) or elects to keep effective under Section 3(a), deliver to each Electing Holder and any managing underwriter or agent, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in the Registration Statement and any amendment or supplement thereto and other documents as they may reasonably request to facilitate the distribution of the Registrable Securities; and the Company consents (except during the continuance of any event described in Section 4(d)(v) hereof) to the use of the Prospectus, with any amendment or supplement thereto, by each of the Electing Holders and any managing underwriter or agent in connection with the

offering and sale of the Applicable Securities covered by the Prospectus and any amendment or supplement thereto during such period.

(h) Prior to any offering of Applicable Securities pursuant to the Registration Statement, the Company shall (i) use reasonable efforts to register or qualify or cooperate with the Electing Holders and their respective counsel in connection with the registration or qualification of such Applicable Securities for offer and sale under any applicable securities or "blue sky" laws of such jurisdictions within the United States as any Electing Holder may reasonably request, (ii) use reasonable efforts to keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers and sales in such jurisdictions for the period during which the Company is required to keep a Registration Statement continuously effective under Section 2(a) or elects to keep effective under Section 3(a) and (iii) take any and all other actions reasonably requested by an Electing Holder which are necessary or advisable to enable the disposition in such jurisdictions of such Applicable Securities; *provided*, *however*, that nothing contained in this Section 4(h) shall require the Company to (A) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 4(h) or (B) take any action which would subject it to general service of process or taxation in any such jurisdiction if it is not then so subject.

(i) The Company shall, if requested by the Electing Holders, use reasonable best efforts to cause all such Applicable Securities to be sold pursuant to the Registration Statement to be listed on any securities exchange or automated quotation service on which securities of the Company are listed or quoted.

(j) The Company shall cooperate with the Electing Holders to facilitate the timely preparation and delivery of certificates representing Applicable Securities to be sold pursuant to the Registration Statement, which certificates shall comply with the requirements of any securities exchange or automated quotation service on which any securities of the Company are listed and quoted, and which certificates shall be free of any restrictive legends and in such permitted denominations and registered in such names as Electing Holders or any managing underwriter or agent may request in connection with the sale of Applicable Securities pursuant to the Registration Statement.

(k) Upon the occurrence of any fact or event contemplated by Section 4(d)(v) hereof, the Company shall promptly prepare a post-effective amendment or supplement to the Registration Statement or the Prospectus, or any document incorporated therein by reference, or file any other required document so that, after such amendment or supplement, such Registration Statement and Prospectus do not contain an untrue statement of a material fact and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading; *provided*, *however*, that the Company shall not be required to take any such action during a Postponement Period (but it shall promptly thereafter). In the event that the Company notifies the Electing Holders of the occurrence of any fact or event contemplated by Section

4(d)(v) hereof, each Electing Holder agrees, as a condition of the inclusion of any of such Electing Holder's Applicable Securities in the Registration Statement, to suspend the use of the Prospectus until the requisite changes to the Prospectus have been made.

(l) The Company shall, together with all Electing Holders, enter into such customary agreements (including an underwriting agreement in customary form in the event of an underwritten offering) and take all other reasonable and appropriate action in order to expedite and facilitate the registration and disposition of the Registrable Securities, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures substantially similar to those set forth in Section 6 hereof with respect to all parties to be indemnified pursuant to Section 6 hereof. In addition, in such agreements, the Company will make such representations and warranties to the Electing Holder(s) and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in primary equity offerings. The Electing Holder(s) shall be party to such agreements and may, at their option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such underwriters shall also be made to and for the benefit of the Electing Holders and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement be conditions precedent to the obligations of the Electing Holders. No Electing Holder shall be required to make any representations or warranties to or agreements with the Company or the underwriters or agents other than representations, warranties or agreements relating to such Electing Holder, its Registrable Securities and its intended method of distribution or any other representations required by law.

(m) If requested by the managing underwriter in any underwritten offering, the Company and each Holder (whether or not an Electing Holder) will agree to such limitations on sale, transfer, short sale, hedging, option, swap and other transactions as are then customary in underwriting agreements for registered underwritten offerings; *provided*, *however*, that such limitations shall not continue beyond the 180th day after the effective date of the Registration Statement in question or, if later, the commencement of the public distribution of securities to the extent timely notified in writing by the managing underwriters.

(n) The Company shall use best efforts to:

(i) (A) make reasonably available for inspection by Electing Holders, any underwriter participating in any disposition pursuant to the Registration Statement, and any attorney, accountant or other agent retained by such Holders or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, and (B) cause the Company's officers, directors and employees to participate in road shows or other customary marketing activities and to supply all information reasonably requested by such Electing Holders or any such underwriter, attorney, accountant or agent in connection with the Registration Statement as is customary for similar due

diligence examinations; *provided, however*, that all records, information and documents that are designated by the Company, in good faith, as confidential shall be kept confidential by such Holders and any such underwriter, attorney, accountant or agent, unless such disclosure is required in connection with a court proceeding after such advance notice to the Company (to the extent practicable in the circumstances) so as to permit the Company to contest the same, or required by law, or such records, information or documents become available to the public generally or through a third party without an accompanying obligation of confidentiality; and *provided further* that, the foregoing inspection and information gathering shall, to the greatest extent possible, be coordinated on behalf of the Electing Holders and the other parties entitled thereto by one counsel designated by and on behalf of the Electing Holders and such other parties;

(ii) in connection with any underwritten offering, obtain opinions of counsel to the Company (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the underwriters) addressed to the underwriters, covering the matters customarily covered in opinions requested in secondary underwritten offerings of equity securities, to the extent reasonably required by the applicable underwriting agreement;

(iii) in connection with any underwritten offering, obtain "cold comfort" letters and updates thereof from the independent public accountants of the Company (and, if necessary, from the independent public accountants of any Subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each Electing Holder participating in such underwritten offering (if such Electing Holder has provided such letter, representations or documentation, if any, required for such cold comfort letter to be so addressed) and the underwriters, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with secondary underwritten offerings of equity securities;

(iv) in connection with any underwritten offering, deliver such documents and certificates as may be reasonably requested by any Electing Holders participating in such underwritten offering and the underwriters, if any, including, without limitation, certificates to evidence compliance with any conditions contained in the underwriting agreement or other agreements entered into by the Company; and

(v) use its best efforts to comply with all applicable rules and regulations of the Commission and make generally available to its security holders, as

soon as reasonably practicable (but not more than fifteen months) after the effective date of the Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder.

(o) Not later than the effective date of the applicable Registration Statement, the Company shall provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company.

(p) The Company shall cooperate with each Electing Holder and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the NASD.

(q) As promptly as practicable after filing with the Commission of any document which is incorporated by reference into the Registration Statement or the Prospectus, the Company shall provide copies of such document to counsel for each Electing Holder and to the managing underwriters and agents, if any.

(r) The Company shall provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement.

(s) The Company shall use reasonable best efforts to take all other steps necessary to effect the timely registration, offering and sale of the Applicable Securities covered by the Registration Statements contemplated hereby.

5. Registration Expenses. The Company shall bear all of the Registration Expenses and all other expenses incurred by it in connection with the performance of its obligations under this Agreement. The Electing Holders shall bear all other expenses relating to any Registration or sale in which such Electing Holders participate, including without limitation the fees and expenses of counsel to such Electing Holders and any applicable underwriting discounts or commissions.

6. Indemnification and Contribution. (a) Upon the Registration of Applicable Securities pursuant to Section 2 or Section 3 hereof, the Company shall indemnify and hold harmless each Electing Holder and each underwriter, selling agent or other securities professional, if any, which facilitates the disposition of Applicable Securities, and each of their respective officers and directors and each person who controls such Electing Holder, underwriter, selling agent or other securities professional within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such Person, an "Indemnified Person") against any losses, claims, damages or liabilities, joint or several, to which such Indemnified Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue

statement or alleged untrue statement of a material fact contained in any Registration Statement under which such Applicable Securities are to be registered under the Securities Act, or any Prospectus contained therein or furnished by the Company to any Indemnified Person, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company hereby agrees to reimburse such Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however,* that the Company shall not be liable to any such Indemnified Person in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement or Prospectus, or amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by such Indemnified Person or its agent expressly for use therein; and *provided, further,* that the Company shall not be liable to the extent that any loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon the use of any Prospectus after such time as the Company has advised the Electing Holder in writing that a post-effective amendment or supplement thereto is required, except such Prospectus as so amended or supplemented.

(b) Each Electing Holder agrees, as a consequence of the inclusion of any of such Holder's Applicable Securities in such Registration Statement, and shall cause each underwriter, selling agent or other securities professional, if any, which facilitates the disposition of Applicable Securities shall agree, as a consequence of facilitating such disposition of Applicable Securities, severally and not jointly, to indemnify and hold harmless the Company, its directors and officers and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, against any losses, claims, damages or liabilities to which the Company or such other persons may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in such Registration Statement or Prospectus, or any amendment or supplement, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Holder, underwriter, selling agent or other securities professional, as applicable, expressly for use therein; *provided, however*, that notwithstanding anything herein to the contrary the maximum aggregate amount that any Electing Holder shall be required to pay pursuant to this Section 6 in respect of any Registration shall be the net proceeds received by such Electing Holder from sales of Registrable Securities pursuant to such Registration.

(c) Promptly after receipt by any Person entitled to indemnity under Section 6(a) or (b) hereof (an "Indemnitee") of any notice of the commencement of any action or claim, such

Indemnitee shall, if a claim in respect thereof is to be made against any other person under this Section 6 (an "Indemnitor"), notify such Indemnitor in writing of the commencement thereof, but the omission so to notify the Indemnitor shall not relieve it from any liability which it may have to any Indemnitee except to the extent the Indemnitor is actually prejudiced thereby. In case any such action shall be brought against any Indemnitee and it shall notify an Indemnitor of the commencement thereof, such Indemnitor shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other Indemnitor similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such Indemnitee (which shall not be counsel to the Indemnitor without the consent of the Indemnitee, such consent not to be unreasonably withheld or delayed). After notice from the Indemnitor to such Indemnitee of its election so to assume the defense thereof, such Indemnitor shall not be liable to such Indemnitee under this Section 6 or otherwise for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnitee, in connection with the defense thereof (other than reasonable costs of investigation) unless the Indemnitee shall have been advised by counsel that representation of the Indemnitee by counsel provided by the Indemnitor would be inappropriate due to actual or potential conflicting interests between the Indemnitee and the Indemnitor, including situations in which there are one or more legal defenses available to the Indemnitee that are different from or additional to those available to Indemnitor; *provided, however*, that the Indemnitor shall not, in connection with any one such action or separate but substantially similar actions arising out of the same general allegations, be liable for the fees and expenses of more than one separate counsel at any time for all Indemnitees, except to the extent that local counsel, in addition to their regular counsel, is required in order to effectively defend against such action. No Indemnitor shall, without the written consent of the Indemnitee, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnitee is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnitee from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnitee. No indemnification shall be available in respect of any settlement of any action or claim effected by an Indemnitee without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

(d) If the indemnification provided for in this Section 6 is unavailable or insufficient to hold harmless an Indemnitee under Section 6(a) or Section 6(b) hereof in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each Indemnitor shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnitor and the Indemnitee in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault of such Indemnitor and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or

alleged omission to state a material fact relates to information supplied by such Indemnitor or by such Indemnitee, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined solely by pro rata allocation (even if the Electing Holders or any underwriters, selling agents or other securities professionals or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the considerations referred to in this Section 6(d). The amount paid or payable by an Indemnitee as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such Indemnitee in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Electing Holders and any underwriters, selling agents or other securities professionals in this Section 6(d) to contribute shall be several in proportion to the percentage of Applicable Securities registered or underwritten, as the case may be, by them and not joint.

7. Miscellaneous. (a) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7(d) or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT,

OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(A) AND SECTION 7(B).

(c) This Agreement may be amended, and waivers or consents to departures from the provisions hereof may be given, only by a written instrument duly executed, in the case of an amendment, by the Company and the Holders of a majority of the Registrable Securities then outstanding, or in the case of a waiver or consent, by the party against whom such waiver or consent is to be effective. Each Holder of Registrable Securities outstanding at the time of any such amendment, waiver or consent or thereafter shall be bound by any amendment, waiver or consent effected pursuant to this Section 7(c), whether or not any notice, writing or marking indicating such amendment, waiver or consent appears on the Registrable Securities or is delivered to such Holder. Waiver by any party of any breach in accordance with this Section 7(c) or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

(d) All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be effective (a) when delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail or by overnight courier, postage prepaid, in each case to the respective parties at the address set forth below, or at such other address as such party may specify by written notice to the other party hereto:

if to the Company, to:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

with a copy (which shall not constitute notice) to:

Bingham McCutchen LLP
1900 University Avenue
East Palo Alto, CA 94303
Attn: Bart Deamer
fax: (650) 849-4800

if to Harris, to:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attn: Duncan C. McCurrach
fax: (212) 558-3588

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above.

(e) Any Holder of Registrable Securities shall be entitled to assign all or any part of its rights hereunder to any person in connection with any transfer to such person of Registrable Securities permitted by Law and the Investor Agreement and upon any such assignment and transfer such person shall be entitled to receive the benefits so assigned, and shall be bound by the terms and provisions of, this Agreement; *provided*, *however*, that no such assignment of rights hereunder may be made if it would result in their being more than four Holders (treating any Holder and its Affiliates collectively as one Holders). Except as provided in the preceding sentence, the rights and obligations of the parties under this Agreement shall not be assignable or transferable and there shall be no third party beneficiaries hereto. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the legal successors and permitted assigns of the parties hereto and any Holder.

(f) This Agreement may be executed by the parties in any number of separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) In any action or proceeding related to or arising out of the enforcement of, or defense against, any provision of this Agreement, the non-prevailing party in such action or proceeding shall pay, and the prevailing party shall be entitled to, all reasonable out-of-pocket

costs and expenses (including reasonable attorneys' fees) of the prevailing party incurred in connection with such action or proceeding.

(i) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provisions of this Agreement, or the application thereof to any Person or entity or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable the intent of such provision and (ii) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(j) The respective indemnities, agreements, representations, warranties and other provisions set forth in this Agreement or made pursuant hereto shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Electing Holder, any director, officer or partner of such Electing Holder, any agent or underwriter, any director, officer or partner of such agent or underwriter, or any controlling person of any of the foregoing, and shall survive the transfer and registration of the Applicable Securities of such Holder.

(k) This Agreement has been negotiated by the parties and their respective counsel in good faith and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party. Time shall be of the essence of this Agreement.

(l) Each party hereby acknowledges and agrees that because the obligations undertaken by them hereunder are unique and the breach of any such obligations would cause irreparable harm and significant injury that would be difficult to ascertain and would not be adequately compensable by damages alone, each party will have the right to enforce such provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies the enforcing party may have.

(m) Harris agrees that a majority of the Class A Directors (as defined in the Investor Agreement) shall have the sole and exclusive right to direct the exercise and enforcement of all rights of the Company hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day and year first above written.

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

INTELLECTUAL PROPERTY AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

INTELLECTUAL PROPERTY AGREEMENT

TABLE OF CONTENTS

INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT (this "**Agreement**"), dated as of January 26, 2007, is made by and between HARRIS CORPORATION, a Delaware corporation ("**Harris**"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "**Company**").

RECITALS

WHEREAS, in connection with the combination of Harris' Microwave Communications Division with Stratex Networks, Inc., a Delaware corporation ("**Stratex**"), Harris, the Company, Stratex, and Stratex Merger Corp., a Delaware corporation and wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, as amended by that certain letter agreement, dated January 26, 2007 (the "**Formation Agreement**"), among the parties thereto, pursuant to which the Company was formed to acquire Stratex pursuant to the Merger (as defined in the Formation Agreement) and to receive the Contributed Assets (as defined in the Formation Agreement) from Harris in the Contribution Transaction (as defined in the Formation Agreement), in each case on the terms and subject to the conditions set forth in the Formation Agreement; and

WHEREAS, Harris and Stratex would not have entered into the Formation Agreement without the undertakings contained in this Agreement and the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreement the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, any term used but not expressly defined in this Agreement shall have the meaning ascribed to such term in the Formation Agreement. "**Affiliate**" shall have the meaning assigned to such term by Rule 405 under the Securities Act; provided, however, that neither the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of Harris or any of its other Subsidiaries.

ARTICLE 2
ASSIGNMENT AND LICENSE BACK OF TRADE SECRETS

2.01 Assignment of Contributed Trade Secrets. Subject to the licenses granted back to Harris and its Subsidiaries pursuant to Section 2.02 and to any and all pre-existing licenses granted by Harris or its Subsidiaries, Harris and its Subsidiaries hereby irrevocably transfer and assign to the Company, all of their present worldwide right, title and interest in and to the Trade Secrets included in the Contributed Intellectual Property together with all Copyrights that are also Contributed Intellectual Property, along with all rights to sue and recover for any past infringements thereof (collectively, ("**Contributed Trade Secrets**").

2.02 License Back to Harris and its Subsidiaries. In consideration for the transfer and assignment of the Contributed Trade Secrets by Harris and its Subsidiaries to the Company pursuant to Section 2.01, the Company grants to Harris and its Subsidiaries a personal, nonexclusive, non-transferable (except as provided in Article 7), irrevocable (subject to Article 6), worldwide, fully paid-up license to use, copy, execute and perform, and to display and distribute (subject to confidentiality provisions at least as restrictive as those contained in Section 9.02(c) and Section 9.02(d)), the Contributed Trade Secrets, and to create, use, copy, execute and perform, and to display and distribute (subject to confidentiality provisions at least as restrictive as those contained in Section 9.02(c) and Section 9.02(d)), derivative works from the Contributed Trade Secrets.

2.03 Sublicenses of Contributed Trade Secrets. The grant to Harris and its Subsidiaries from the Company in Section 2.02 shall include a personal, non-transferable (except as provided in Article 7) and nonexclusive right to communicate portions of and grant nonexclusive sublicenses (subject to confidentiality provisions at least as restrictive as those contained in Section 9.02(c) and Section 9.02(d)) to such Contributed Trade Secrets to customers, suppliers, sublicensees or other third parties as necessary with respect to any products or services sold by Harris or its Subsidiaries now or in the future.

2.04 Delivery of Contributed Trade Secrets. In the event that any Contributed Trade Secret is not already in the possession of the MCD Business or MCD Employees transferred to the Company, Harris agrees to deliver to the Company, within a commercially reasonable amount of time, any missing parts of the Contributed Trade Secrets, to the extent such Contributed Trade Secrets are available and can be so transferred.

2.05 Retained Copies of Contributed Trade Secrets. To the knowledge of Harris, Harris has attempted to retain adequate copies of the Contributed Trade Secrets. However, the parties hereto recognize that the best or only available copy of certain Contributed Trade Secrets may reside, prior to or after the Closing Date, within the MCD Business, and that Harris may require certain access to or copies of the Contributed Trade Secrets.Accordingly, the Company agrees, upon receiving a reasonable written request from Harris, to make a good faith effort to locate and provide, to the extent such Contributed Trade Secret is available, within a commercially reasonable amount of time after receipt of Harris' or its Subsidiary's written request, copies of all or any portion of the Contributed Trade Secrets.

ARTICLE 3
LICENSES TO TRADE SECRETS

3.01 Trade Secrets Licensed to the Company. Harris and its Subsidiaries grant to the Company a fully paid-up, worldwide, irrevocable (subject to Article 6), non-transferable (except as provided in Article 7) and nonexclusive (subject to Section 3.02) license, subject to any and all pre-existing licenses granted by Harris, to use any Trade Secrets owned by Harris that are not Contributed Trade Secrets, but are otherwise used in connection with the design, development, repair, manufacture, use, sale, offer for sale, lease, importation or other distribution of products or services of the MCD Business immediately prior to the Closing together with all Copyrights (collectively, the "**Licensed Trade Secrets**").

3.02 Right to Sublicense Licensed Trade Secrets. Subject to any and all pre-existing licenses granted by Harris or its Subsidiaries, Harris and its Subsidiaries grant to the Company a personal, non-transferable (except as provided in Article 7) and nonexclusive right to communicate portions of and grant nonexclusive sublicenses (subject to confidentiality provisions at least as restrictive as those in Section 9) to the Licensed Trade Secrets in connection with the operation of the MCD Business or any products or services sold by the Company now or in the future to suppliers to the extent necessary to produce products or components for such products for the Company and to customers to the extent necessary to permit such customers to use any product or service produced or provided by the Company for its intended purpose. The Company may not under any circumstances grant sublicenses of such rights in connection with a general licensing program, for settlement purposes or other purposes not directly related to its own operations.

3.03 Retained Copies of Licensed Trade Secrets. To the knowledge of Harris, Harris has attempted to retain adequate copies of the Licensed Trade Secrets. However, the parties recognize that the best or only available copy of certain Licensed Trade Secrets may reside, after the Closing Date, within the MCD Business or the businesses retained by Harris following the Closing, and Harris or the Company may require certain access to or copies of the Licensed Trade Secrets. Accordingly, the Company and Harris each agree, upon receiving a reasonable written request from the other party, to make a good faith effort to locate and provide, to the extent such Licensed Trade Secrets is available, within a commercially reasonable amount of time after receipt of the other party's written request, copies of all or any portion of the Licensed Trade Secrets reasonably deemed necessary by such other party.

ARTICLE 4
PATENT ASSIGNMENT AND LICENSES

4.01 Assignment of Contributed Patents. Subject to the licenses granted back to Harris and its Subsidiaries pursuant to Section 4.03 and to any and all pre-existing licenses granted by Harris or its Subsidiaries, Harris and its Subsidiaries hereby assign and transfer to the Company all of their right, title and interest in and to the contributed patents listed in Schedule A, along with all rights to sue and recover for any past infringements thereof (collectively, the "**Contributed Patents**").

4.02 Patents Licensed to the Company. Harris and its Subsidiaries hereby grant to the Company a personal, fully paid-up, worldwide, non-transferable (except as provided in Article 7), irrevocable (subject to Article 6) and nonexclusive license under the Licensed Patents, subject to any and all pre-existing licenses granted by Harris or its Subsidiaries, to make, have made, use, sell, offer to sell, lease, transfer, import, export or otherwise distribute products or services of the Company now or in the future and to use and perform all processes and methods claimed by the Licensed Patents. The licenses in this Section 4.02 include the right to convey to any customer of the Company, with respect to any product which is sold or leased by the Company to such customer, rights to use and resell such products as sold or leased by the Company. "**Licensed Patents**" shall mean those Patents, other than Patents which are part of the Contributed Intellectual Property (*i.e.*, the "**Contributed Patents**"), which Harris or its Subsidiaries own or control as of the Closing Date, which are used in the MCD Business immediately prior to the Closing, and for which Harris or its Subsidiaries have the right to grant

licenses hereunder without the payment of royalties (other than to an inventor thereof), loss of rights or imposition of a penalty.

4.03 License Back to Harris and its Subsidiaries. The Company hereby grants to Harris and its Subsidiaries a personal, fully paid-up, worldwide, non-transferable (except as provided in Article 7), irrevocable (subject to Article 6) and nonexclusive license under the Contributed Patents to make, have made, use, sell, offer to sell, lease, transfer, import, export or otherwise distribute products or services sold by Harris or its Subsidiaries now or in the future and to use and perform all processes and methods claimed by the Contributed Patents. The licenses in this Section 4.03 include the right to convey to any customer of Harris or its Subsidiaries, with respect to any product which is sold or leased by Harris and its Subsidiaries to such customer, rights to use and resell such products as sold or leased by Harris and its Subsidiaries now or in the future.

4.04 Term. The licenses granted under Section 4.02 and Section 4.03 shall extend until the applicable patent's expiration or the expiration of as much of such term as grantor has the right to grant unless otherwise terminated in accordance with the provisions of this Agreement.

4.05 Right to Sublicense Licensed Patents. Subject to any and all pre-existing licenses granted by Harris or its Subsidiaries, Harris and its Subsidiaries grant to the Company a personal, non-transferable (except as provided in Article 7), irrevocable (subject to Article 6) and nonexclusive right to grant nonexclusive sublicenses under the Licensed Patents in connection with the operation of the MCD Business or any products or services sold by the Company now or in the future to suppliers to the extent necessary to produce products or components for such products for the Company and to customers to the extent necessary to permit such customers to use any product or service produced or provided by the Company for its intended purpose. The Company may not under any circumstances grant sublicenses of such rights in connection with a general licensing program, for settlement purposes or other purposes not directly related to its own operations.

4.06 No Sham. The "have made" rights granted hereunder to a party do not extend or give rights to such party which would effectively create a sublicense to a third party for the patents licensed hereunder and not for bona fide business purposes of the ordinary operations of such party.

ARTICLE 5
EXPORT CONTROL

5.01 The parties acknowledge that any information and software (including, but not limited to, services and training) provided under this Agreement are subject to U.S. export laws and regulations and export of such information and software must be authorized under those regulations. Each party hereby assures the other that it will not without a license or license exception authorized by the Bureau of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230, United States of America, if required:

(i) export or release the information or software (including source code) obtained pursuant to this Agreement to a national of Country Groups D:1 or E:2 (15 C.F.R. Part 740, Supp. 1), Iran, Iraq, Sudan, or Syria;

(ii) export to Country Groups D:1 or E:2, or to Iran, Iraq, Sudan, or Syria, the direct product (including processes and services) of the information or software: or

(iii) if the direct product of the information is a complete plant or any major component of a plant, export to Country Groups D:1 or E:2, or to Iran, Iraq, Sudan, or Syria, the direct product of the plant or major component,

subject to the U.S. export control laws and regulations applicable to such countries changing over time so as to permit exports.

This assurance will be honored even after any termination of this Agreement or the Formation Agreement.

ARTICLE 6
TERM AND TERMINATION

6.01 This Agreement and the licenses and rights granted herein shall be effective during the term commencing on the Closing Date and shall continue in perpetuity, subject to the term of the patent licenses granted in Article 4, unless terminated: (i) by mutual agreement between the Parties; or (ii) pursuant to this Article 6.

6.02 Harris may terminate, immediately upon notice, any of the licenses granted by it hereunder in the event that the Company breaches any of its obligations hereunder in any material respect; provided, however, that if such breach is capable of being cured, the Company shall have 45 days during which it may cure such breach and avoid termination.

6.03 The Company may terminate, immediately upon notice, any of the licenses granted by it hereunder in the event that Harris breaches any of its obligations hereunder in any material respect; provided, however, that if such breach is capable of being cured, Harris shall have 45 days during which it may cure such breach and avoid termination.

6.04 Section 2.01, Section 2.04, Section 2.05, Section 3.03 (but only to the extent a party is otherwise entitled to use the Licensed Trade Secrets), Section 4.01, Section 4.04, Section 5, this Section 6.04, Article 9 and Article 10 shall survive and continue after any termination of this Agreement and other rights and obligations of the parties which, by their nature would continue beyond termination of this Agreement (*e.g.*, licenses to customers with respect to products sold by a party prior to any such termination), but the ability to continue using any of the trade secrets, Copyrights, or patents licensed hereunder would terminate.

ARTICLE 7
ASSIGNABILITY

7.01 The Parties hereto have entered into this Agreement in contemplation of personal performance, each by the other, and intend that the licenses and rights granted hereunder to a party not be extended to entities other than such party or its Subsidiaries without the other party's express written consent which shall not be unreasonably withheld.

7.02 Notwithstanding Section 7.01, all of a party's rights, title and interest in this Agreement and any licenses and rights granted to it hereunder may be assigned or transferred to any direct or indirect successor or transferee to all or substantially all of the business of such party, which successor or transferee shall thereafter be deemed substituted for such party as the party hereto, effective upon such transfer or assignment.

ARTICLE 8
LICENSES TO SUBSIDIARIES AND IMPROVEMENTS

8.01 The grant of each license hereunder includes the right to grant sublicenses within the scope of such license to a party's Subsidiaries for so long as they remain its Subsidiary. Any and all licenses or sublicenses granted to Subsidiaries pursuant to this Agreement may be made effective retroactively, but not prior to the Effective Date hereof, nor prior to the sublicensee's becoming a Subsidiary of such party.

8.02 Unless otherwise expressly provided for in this Agreement, no license to, or rights under, any party's patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, is either granted or implied by such party's conveying any information to the other party.

8.03 Except as otherwise expressly provided for in this Agreement, no rights are granted to a party under any improvements or derivative works of the information disclosed in the Licensed Trade Secrets or the Licensed Patents to the extent conceived by the other party after the Closing.

ARTICLE 9
DISCLAIMER AND COVENANTS

9.01 THE TRADE SECRETS, SOFTWARE, PATENTS AND OTHER INFORMATION CONTRIBUTED OR LICENSED UNDER THIS AGREEMENT ARE CONTRIBUTED OR LICENSED "AS IS" WITH ALL FAULTS, LATENT AND PATENT AND WITHOUT ANY WARRANTY OF ANY TYPE. NEITHER PARTY NOR ITS SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, NEITHER PARTY NOR ITS SUBSIDIARIES MAKE ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE TRADE SECRETS, SOFTWARE OR OTHER INFORMATION WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE OTHER PARTY TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH

RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

EXCEPT AS OTHERWISE PROVIDED IN THE FORMATION AGREEMENT, NONE OF HARRIS AND ITS SUBSIDIARIES SHALL BE HELD TO ANY LIABILITY WITH RESPECT TO ANY PATENT INFRINGEMENT OR ANY OTHER CLAIM MADE BY THE COMPANY OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF, THE TRADE SECRETS, PATENTS, SOFTWARE OR OTHER INFORMATION CONTRIBUTED OR LICENSED HEREUNDER.

9.02 Harris and the Company agree:

(a) that the Company and its Subsidiaries will not, without Harris' express written permission or as provided herein or in the Formation Agreement and/or Ancillary Agreements, or as otherwise agreed to in writing, (i) use in advertising, publicity, or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned or used by Harris, or its Subsidiaries; provided, however, that the Company and its Subsidiaries will not remove any Harris copyright or other notices from any material provided to it pursuant to this Agreement under license, or (ii) represent, directly or indirectly, that any product or service produced in whole or in part with the use of any of the Contributed Trade Secrets or Licensed Patents is a product or service of Harris, or any of their Subsidiaries;

(b) that except as otherwise expressly provided for in this Agreement, the Company and its Subsidiaries will hold in confidence for Harris and its Subsidiaries all parts of the Licensed Trade Secrets and any other Harris confidential information that the Company and its Subsidiaries' personnel may unavoidably receive or have access to during the performance of this Agreement. The Company and its Subsidiaries further agree that all such information shall remain the property of Harris or its Subsidiaries and that neither the Company nor any of its Subsidiaries shall make any disclosure of such information to anyone, except to employees, contractors and agents of the Company and its Subsidiaries who have a need to know such information to give effect to and perform this Agreement nor will the Company or any of its Subsidiaries make any use of such confidential information except as permitted under this Agreement. The Company shall, and shall cause its Subsidiaries to, appropriately notify all such employees, contractors and agents to whom any such disclosure is made or who may receive disclosures directly from Harris that such disclosure is made in confidence and shall be kept in confidence by them. The Company will be responsible for the compliance of its employees, contractors and agents; and

(c) that except as otherwise expressly provided for in this Agreement, Harris and its Subsidiaries will hold in confidence for the Company all parts of the Contributed Trade Secrets and any other the Company confidential information that Harris and its Subsidiaries' personnel may unavoidably receive or have access to during the performance of this Agreement. Harris and its Subsidiaries further agree that all such information shall remain the property of the Company and that neither Harris nor any of its Subsidiaries shall make any disclosure of such information to anyone, except to employees, contractors and agents of Harris and its Subsidiaries who have a need to know such information to give effect to and perform this Agreement or to

advise with respect to Harris' investment in the Company, nor will Harris or any of its Subsidiaries make any use of such confidential information except as permitted under this Agreement. Harris shall, and shall cause its Subsidiaries to, appropriately notify all such employees, contractors and agents to whom any such disclosure is made or who may receive disclosures directly from the Company that such disclosure is made in confidence and shall be kept in confidence by them. Harris will be responsible for the compliance of its employees, contractors and agents.

(d) The restrictions under this Section 9.02 on the use or disclosure of such information shall not apply to such information:

(i) which is independently developed by the receiving party without reference to the disclosing party's information as established by sufficient and competent evidence or is lawfully received free of restriction from another source having the right to so furnish such information;

(ii) after it has become generally available to the public by acts not attributable to the receiving party or its employees, agents or contractors;

(iii) which at the time of disclosure to the receiving party was known to receiving party free of restriction and evidenced by sufficient and competent evidence in the receiving's party possession;

(iv) which the disclosing party agrees in writing is free of such restrictions:

(v) which is inevitably disclosed by a sale of a product or performance of a service by a party in accordance with this Agreement; or

(vi) which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that the receiving party provides the disclosing party with sufficient prior notice in order to contest such request, requirement or order or seek protective measures.

Harris acknowledges that Sections 9.02(d)(i), (iii) and (iv) will not apply with respect to the Contributed Trade Secrets by virtue of Harris, and its Subsidiaries, or employees or contractors thereof having been involved with the design, manufacture, sale or distribution of products of the Company.

9.03 Except for a party's breach of Section 9.02, neither party or its Subsidiaries will under any circumstance, whether as a result of breach of contract, breach of warranty, delay, negligence, tort or otherwise, be liable to the other party or to any third party for any consequential, incidental, special, punitive or exemplary damages and/or loss of profits, savings or revenues of the other party or any third party arising out of this Agreement, whether or not the applicable party or its Subsidiaries has been notified of the possibility or likelihood of such damages.

ARTICLE 10
GENERAL PROVISIONS

10.01 Consideration. The consideration for the transfers, assignments and grant of rights and licenses under this Agreement is provided hereunder and in the Formation Agreement.

10.02 Relationship Between Parties. Harris has no authority (express, implied or apparent) to represent the Company as to any matters or to incur any obligations or liability on behalf of the Company, and Harris shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of the Company. The Company has no authority (express, implied or apparent) to represent Harris as to any matters or to incur any obligations or liability on behalf of Harris, and the Company shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Harris. No partnership, joint venture, association, alliance, syndicate, or other entity, or fiduciary, employee/employer, principal/agent or any relationship other than that of independent contractors is created hereby, expressly or by implication.

10.03 Governing Law and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court; provided, however, that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any such Delaware State or Federal court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.07 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO

INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.03.

10.04 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

10.05 Amendment; Waiver. This Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by Persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

10.06 Third-Party Beneficiaries. To the extent expressly provided herein: (i) Subsidiaries of a party are intended third party beneficiaries of this Agreement, and (ii) each party shall cause its Subsidiaries to perform the duties and obligations of such party contained in this Agreement, if applicable. Except as expressly provided herein, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective permitted successors and permitted assigns. Except as expressly provided herein, nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

10.07 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other party shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy to (which shall not constitute notice):

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Mitch Evander
fax: (321) 674-2513

if to the Company:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

with a copy to (which shall not constitute notice):

Bingham McCutchen LLP
1900 University Avenue
East Palo Alto, CA 94303
Attn: Bart Deamer
fax: (650) 849-4800

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; five (5) Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one (1) Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with a nationally-recognized overnight courier, if sent by nationally-recognized overnight courier.

10.08 Entire Agreement. This Agreement and any Schedules and Exhibits attached hereto, together with the Formation Agreement, constitute the entire agreement between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party.

10.09 Headings. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10.11 Construction. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. The parties and their respective counsel have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The following provisions shall be applied wherever appropriate herein: (a) "herein," "hereby," "hereunder," "hereof" and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used; (b) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural; (c) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders; (d) all accounting terms not specifically defined herein shall be construed in accordance with GAAP; (e) any references herein to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement unless another agreement is specified; and (f) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement.

10.12 Management of Enforcement by the Company. Harris agrees that a majority of the Class A Directors (as defined in the Investor Agreement) shall have the sole and exclusive right to exercise and enforce any rights under this Agreement which the Company or any of its Subsidiaries are entitled to enforce against Harris after the Closing. In addition, any amendment to or waiver of the terms of this Agreement by the Company in accordance with Section 10.05 shall require the approval of a majority of the Class A Directors.

10.13 Effectiveness. This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party.

10.14 Fees. In any action or proceeding related to or arising out of the enforcement of, or defense against, any provision of this Agreement, the non-prevailing party in such action or proceeding shall pay, and the prevailing party shall be entitled to, all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of the prevailing party incurred in connection with such action or proceeding.

10.15 Force Majeure. Neither party hereto shall be liable in any matter for failure or delay of performance of all or part of this Agreement (other than payment obligations), directly or indirectly, owing to any acts of God; acts, orders, restrictions or interventions of any civil, military or government authority; wars (declared or undeclared); hostilities; invasions;

revolutions; rebellions; insurrections; terrorist acts; sabotages; embargoes; epidemics; strikes or other labor disturbances; civil disturbances; riots; fires; floods; storms; explosions; earthquakes; nuclear accidents; power or other utility failures; disruptions or other failures in internet and/or other telecommunication lines, networks and backbones; delay in transportation; loss or destruction of property; changes in Laws, or any other causes or circumstances, in each case to the extent beyond the reasonable control of such party (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the party whose performance is prevented or delayed shall provide written notice to the other party, and the parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such Force Majeure Event.

10.16 Compliance with Law. Each party shall comply with applicable requirements of Law applicable to its activities in connection with this Agreement (including, without limitation, import and export control).

10.17 No Set-Off. The obligations of the parties under this Agreement shall not be subject to set-off for non-performance or any monetary or non-monetary claim by any party or any of their respective Affiliates under any other agreement between the parties or any of their respective Affiliates.

10.18 Controlling Provisions. This Agreement shall prevail in the event of any conflicting terms or legends, which may appear on documents, the Contributed Patents, Licensed Patents, Contributed Trade Secrets or Licensed Trade Secrets hereunder, provided however, that in the event of a conflict or inconsistency between the terms and conditions of this Agreement and the Formation Agreement, the provisions of the Formation Agreement shall control.

10.19 Further Actions. Each party hereto agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

10.20 No Obligation. Except as otherwise agreed in this Agreement, in the Formation Agreement, or in an Ancillary Agreement, Harris and the Company shall have no right or interest whatsoever in any product of the other party whether such product is conceived or developed by the other party, during or after the course of performance of this Agreement or the Formation Agreement or any Ancillary Agreement. Nothing in this Agreement shall be construed to obligate the Company or Harris to a specified level of effort in its promotion and marketing of any product.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized respective representatives to execute this Agreement as of the date first set forth above.

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

SCHEDULE A

CONTRIBUTED PATENTS

See Registered Patents identified in Section 7.2m(m) of the Harris Disclosure Letter*

* As updated by the Formation Agreement pursuant to the letter agreement, dated January 26, 2007, among the parties thereto.

EXHIBIT 10.5

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

THIS TRADEMARK AND TRADE "NAME LICENSE AGREEMENT (this "**Agreement**"), dated as of January 26, 2007 (the "**Effective Date**"), is made by and between HARRIS CORPORATION, a Delaware corporation ("**Harris**" or "**Licensor**"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation ("**Licensee**").

RECITALS

WHEREAS, in connection with the combination of Harris' Microwave Communications Division with Stratex Networks, Inc., a Delaware corporation ("**Stratex**"), Harris, the Company, Stratex, and Stratex Merger Corp., a Delaware corporation and wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, as amended by that certain letter agreement, dated January 26, 2007 (the "**Formation Agreement**"), among the parties thereto, pursuant to which Licensee was formed to acquire Stratex pursuant to the Merger (as defined in the Formation Agreement) and to receive the Contributed Assets (as defined in the Formation Agreement) from Harris in the Contribution Transaction (as defined in the Formation Agreement), in each case on the terms and subject to the conditions set forth in the Formation Agreement;

WHEREAS, Licensor owns (i) the trade name "HARRIS" and (ii) the trademarks "HARRIS" and "HARRIS" with a stylized "A" as illustrated on ***Exhibit A*** hereto, and has established a commercial reputation for high quality and reliability for services and products sold thereunder, and has trademark applications and registrations thereon and/or trademark rights in many countries throughout the world;

WHEREAS, in connection with the transfer to Licensee of the Contributed Assets pursuant to the Formation Agreement, Licensee desires to obtain license rights in the Licensed Trademark (as defined below) and Licensed Trade Name (as defined below) of Licensor for use by the Licensee solely in connection with its business and Licensor is willing to grant such a limited license under all the terms, restrictions, and conditions set out herein; and

WHEREAS, Harris and Stratex would not have entered into the Formation Agreement without the undertakings contained in this Agreement, and the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Definitions**. Unless otherwise defined in this Agreement, any term used but not expressly defined in this Agreement shall have the meaning ascribed to such term in the Formation Agreement.

"**Affiliates**" has the meaning assigned to such term by Rule 405 under the Securities Act of 1933, as amended; provided, however, that neither Licensee nor any of its Subsidiaries shall be deemed to be an Affiliate of Licensor or any of Licensor's other Subsidiaries.

"**Existing Licensee Business Products**" means the products of the MCD Business that are in inventory or that have otherwise been manufactured or produced (or manufactured or produced in part) but not sold to a third party as of the Closing Date.

"**Existing Marketing and Promotional Material**" means brochures, package inserts, product manuals, data books, signage and other sales, promotional, advertising and marketing material, in whatever medium, of the MCD Business that are for use in connection with Existing Licensee Business Products and that are in inventory or otherwise physically exist as of the Closing Date.

"**Existing Packaging**" means containers, boxes, or other packaging materials of the MCD Business that are for use in connection with Existing Licensee Business Products and that are in inventory or otherwise physically exist as of the Closing Date.

"**Licensee Business Products**" means Existing Licensee Business Products and New Licensee Business Products.

"**Licensed Trademark**" means the trademark applications for, the registrations of and all trademark rights in the "HARRIS" mark identified as Item 1. on ***Exhibit A*** hereto.

"**Licensed Trade Name**" means the trade name "HARRIS" without a stylized "A".

"**New Licensee Business Products**" means the products and services of Licensee and its Subsidiaries the manufacture or production of which commences after the Closing Date.

"**New Marketing and Promotional Material**" means brochures, package inserts, product manuals, data books, signage and other sales, promotional, advertising and marketing material, in whatever medium, that are for use in connection with Licensee Business Products and that are manufactured or produced, or otherwise do not physically exist until, after the Closing Date.

"**New Packaging**" means containers, boxes, or other packaging materials that are for use in connection with Licensee Business Products and that are manufactured or produced, or otherwise do not physically exist until, after the Closing Date.

"**Subsidiary**" means any subsidiary of any entity that is directly or indirectly wholly-owned by such entity.

"**Stylized Mark**" means the trademark applications for, the registrations of and all trademark rights in the "HARRIS" with a stylized "A" mark identified as Item 2. on ***Exhibit A*** hereto.

2. **Grant of Limited Trademark License**. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and its Subsidiaries for use solely by Licensee and its Subsidiaries, and Licensee accepts from Licensor, a worldwide, royalty free, fully paid-up, non-transferable, non-exclusive license, subject to termination as provided in Section 13 of this Agreement, to use the Licensed Trademark and the Stylized Mark subject to and in accordance with the following limitations:

(a) with respect to the Existing Licensee Business Products, Existing Marketing and Promotional Material and Existing Packaging only, in connection with the packaging, marketing, sale, licensing, distribution and support of Existing Licensee Business Products by the Licensee and any of its Subsidiaries prior to the 12-month anniversary of the Effective Date in the same manner the Licensed Trademark and the Stylized Mark were used in the MCD Business (as defined in the Formation Agreement) by the Licensor and its Subsidiaries immediately prior to the Closing Date, with time being of the essence; provided, however, that beginning three (3) months after the Effective Date, any such Existing Marketing and Promotional Material and/or Existing Packaging used by Licensee or any of its Subsidiaries shall be stamped, stickered or otherwise imprinted to prominently display Licensee's corporate name prior to any use thereof; and provided, further, that Licensee and its Subsidiaries shall refrain from all use of Existing Marketing and Promotional Material and/or Existing Packaging after the 12-month anniversary of the Effective Date and shall destroy all Existing Marketing and Promotional Material and/or Existing Packaging which remains in Licensee's or its Subsidiaries' possession or control on or prior to the 12-month anniversary of the Effective Date; and

(b) with respect to the New Licensee Business Products, New Marketing and Promotional Material and New Packaging only, in connection with the packaging, marketing, sale, licensing, distribution and support of Licensee Business Products by the Licensee and any of its Subsidiaries but only if the Licensed Trademark is used as part of the "HARRIS" portion of a combined "HARRIS STRATEX" trademark; provided, however, that when labeling or otherwise marking a New Licensee Business Product, the Licensed Trademark shall be used only as a component of the "HARRIS STRATEX" trademark and not in combination with any other mark(s), word(s) or symbol(s). In addition, the "HARRIS STRATEX" trademark must be displayed without any variation within such trademark in type font, type size, color and boldness, and without any intervening or additional word(s) or symbol(s).

(c) Notwithstanding anything to the contrary in this Section 2, within three (3) months after the Closing Date, Licensee and its Subsidiaries shall remove the Stylized Mark from all buildings, signs and vehicles used in connection with its business.

3. **Grant of Limited Trade Name License**. Licensor hereby grants to Licensee for use solely by Licensee and its Subsidiaries, and Licensee accepts from Licensor, a personal, royalty free, fully paid-up, worldwide, non-transferable, non-exclusive license, subject to termination as provided in Section 13 of this Agreement, to use the Licensed Trade Name subject to and in accordance with the following limitations:

(a) the Licensed Trade Name may only be used as part of Licensee's and its Subsidiaries' corporate and trade names;

(b) the Licensee may only use the Licensed Trade Name as part of its corporate and/or trade name if its corporate name is "Harris Stratex Networks, Inc.";

(c) any corporate or trade name containing the Licensed Trade Name must be used in conjunction with the "Stratex" trade name solely in the following manner: "Harris Stratex" (with a space between the Licensed Trade Name and the "Stratex" trade name);

(d) except as otherwise provided pursuant to Section 3(f), all those words comprising any corporate or trade name must be displayed without any variation within the corporate or trade name in type font, type size, color and boldness, and without any intervening or additional word(s) or symbol(s); and

(e) to the extent Licensee incorporates the Licensed Trade Name into the corporate and/or trade name of any of its Subsidiaries, the name of any such Subsidiary shall comprise only "Harris Stratex Networks", an applicable geographic or country-specific identifier and an applicable corporate form (or other entity) identifier.

(f) notwithstanding anything to the contrary in this Section 3, Licensee and its Subsidiaries shall not have the right to, and shall not, use the Licensed Trade Name as the Stylized Mark, except as may be permitted by Section 2 of this Agreement.

4. **Non-Use**. Licensee acknowledges and agrees that none of Licensee or its Subsidiaries has any right to use the Licensed Trademark, the Stylized Mark or the Licensed Trade Name or any other related marks or names anywhere in the world except pursuant to this Agreement, and that Licensee and its Subsidiaries shall refrain from use of the Licensed Trademark, the Stylized Mark and the Licensed Trade Name except pursuant to this Agreement.

5. **No Transfers; No Sublicensing**. None of Licensee or its Subsidiaries shall have the right to transfer, directly or indirectly, its rights under this Agreement or grant sublicenses to the Licensed Trademark, the Stylized Mark or Licensed Trade Name; provided that notwithstanding the foregoing Licensee and its Subsidiaries may authorize persons contracted by Licensee to manufacture its products to affix the Licensed Trademark, the Licensed Trade Name to New Licensee Business Products, New Marketing and Promotional Material and New Packaging in accordance with this Agreement.

6. **Trademark and Logo Selection**. Licensee and its Subsidiaries agree to refrain from the adoption or use of any other trademark or trade name or logo that is, or contains any element that is, confusingly similar to the Licensed Trademark, the Stylized Mark or the Licensed Trade Name. Licensee and its Subsidiaries further agree not to use any logo, trademark or trade name including the name "Harris" except as expressly permitted by, and in accordance with, the terms of this Agreement.

7. **Ownership; Validity; Notification of Infringement**.

(a) Licensee and its Subsidiaries acknowledge that the Licensed Trademark, the Stylized Mark and the Licensed Trade Name are the exclusive and sole property of Licensor. All use of the Licensed Trademark, the Stylized Mark and the Licensed Trade Name by Licensee and its Subsidiaries pursuant to this Agreement shall inure solely to Licensor's benefit. Licensee and its Subsidiaries further agree that neither they nor any of their agents or Affiliates will, at any time, directly or indirectly challenge, contest, call into question or raise any questions concerning (i) Licensor's ownership or the validity of the Licensed Trade Name, the Licensed Trademark, the Stylized Mark or any registration or application for registration for the Licensed Trademark or the Stylized Mark or (ii) the fact that Licensee's and its Subsidiaries' rights under this

Agreement are solely those of a licensee, which rights terminate (except as otherwise set forth in this Agreement) upon termination of this Agreement.

(b) Licensor agrees that if Licensor receives notice of any pending or written claims, proceedings, hearings or demands alleging that the Licensed Trademark, the Stylized Mark or the Licensed Trade Name infringes or otherwise violates a third party's proprietary right, or challenging the legality, validity, enforceability or ownership of any of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, Licensor will notify Licensee in writing promptly following receipt of notice of such claims in order to permit Licensee and its Subsidiaries, at their option, to cease using the Licensed Trademark, the Stylized Mark and the Licensed Trade Name in accordance with this Agreement and/or immediately terminate their license rights under this Agreement.

(c) Notwithstanding paragraph 7(b), Licensee and its Subsidiaries agree that they will not use and will cease use of the Licensed Trademark and the Stylized Mark immediately and the Licensed Trade Name as soon as reasonably practicable (including changing their respective corporate names, and taking all steps as may be required under applicable corporate law to effect such name change(s)), upon notice from Licensor that, in the sole opinion of Licensor, such use of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name could result in an adverse claim by a third party against either Licensor or Licensee or their respective Affiliates.

(d) Licensee and its Subsidiaries shall give Licensor prompt written notice of any known or potential infringement known to Licensee or any of its Subsidiaries of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, and Licensee and its Subsidiaries, at Licensor's expense, shall render Licensor full cooperation for the protection of the Licensed Trademark, the Stylized Mark and/or the Licensed Trade Name. If Licensor decides to enforce its rights in the Licensed Trademark, the Stylized Mark and/or the Licensed Trade Name against a potential infringement, all recoveries made shall be for the account of Licensor.

(e) It is understood that Licensee may contest and defend any claims, proceedings, hearings or demands made against Licensee or any of its Subsidiaries by a third party challenging its use of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name but only to the extent that such claim, proceeding, hearing or demand seeks a monetary recovery from Licensee or any of its Subsidiaries.

8. **Compliance, Etc**.

(a) Licensee and its Subsidiaries agree to comply with any reasonable trademark and trade name usage guidelines provided by Licensor to Licensee, as may be established from time to time by Licensor, with respect to the appearance and manner of use of the Licensed Trademark, the Stylized Mark and Licensed Trade Name. Each time Licensee or its Subsidiaries intend to use any form of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name not permitted by such usage guidelines, Licensee or its Subsidiaries, as the case may be, shall submit such form to Licensor for its prior written approval, notwithstanding any previous use by Licensee or its Subsidiaries of such form of the Licensed Trademark, the

Stylized Mark or Licensed Trade Name. Unless Licensor objects or denies approval for such use within thirty (30) Business Days of actual receipt of notice of such use by Licensee (which notice shall reference this section), such use shall be deemed approved by Licensor; provided that the Licensor can by written notice to Licensee (specifying reasonable grounds for such notice) later object to any subsequent use of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name in such a manner and Licensee or its Subsidiaries, as the case may be, shall cease such use of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name as soon as reasonably practicable following the receipt of such notice. Representative specimens showing the use of the Licensed Trademark, the Stylized Mark and/or the Licensed Trade Name by Licensee and its Subsidiaries shall be sent to Licensor from time to time upon its reasonable request.

(b) Licensee and its Subsidiaries acknowledge that the rights of Licensor in the Licensed Trademark, the Stylized Mark and the Licensed Trade Name are paramount to any right hereby granted to Licensee and its Subsidiaries, and Licensee and its Subsidiaries agree that they will comply in all material respects with all trademark laws and regulations of all countries where the Licensee Business Products are marketed or sold or the Licensed Trademark, the Stylized Mark or the Licensed Trade Name is used by Licensee and its Subsidiaries. Should Licensee's and its Subsidiaries' compliance with the laws or regulations of any country result in the potential dilution or loss of trade name or trademark rights of Licensor in the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, Licensee and its Subsidiaries shall take such actions as may be reasonably required by Licensor from time to time to preserve the validity and the strength of the Licensed Trademark, the Stylized Mark and/or the Licensed Trade Name.

(c) At the reasonable request of Licensor, Licensee and its Subsidiaries agree to promptly provide to Licensor a list of countries in which Licensee and its Subsidiaries intend to market or sell the Licensee Business Products during the term of this Agreement or otherwise conduct business using the Licensed Trade Name. Licensee and its Subsidiaries, at Licensor's expense, shall cooperate in assisting Licensor with filing or registering this Agreement (or relevant portions thereof) in countries requiring the same, provided that if such filing requirement results solely from Licensee's or its Subsidiaries or their respective Affiliates' use of the Licensed Trademark, the Stylized Mark or Licensed Trade Name, then Licensee shall be responsible for all expenses associated with complying with such filing requirement.

9. **Quality Control**. To protect the value of the Licensed Trademark and the Stylized Mark, Licensee and its Subsidiaries agree that, during the term of this Agreement and for so long as Licensee or any of its Subsidiaries is using the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, the Licensee Business Products manufactured, marketed and/or sold by Licensee and its Subsidiaries will be substantially equivalent, at a minimum, in quality to the Licensee Business Products presently being manufactured and sold by the Licensor as of the Closing Date with respect to materials, workmanship, and performance. Licensee and its Subsidiaries shall not use the Licensed Trademark, the Stylized Mark or the Licensed Trade Name in any manner which might reasonably be expected to tarnish, disparage or reflect adversely on Licensor or any of its Affiliates or the Licensed Trademark, the Stylized Mark or the Licensed Trade Name. Licensee and its Subsidiaries shall comply in all material respects with all applicable laws and regulations in the manufacture, sale, distribution and marketing of

the Licensee Business Products, Existing Packaging, New Packaging, Existing Marketing and Promotional Material, and New Marketing and Promotional Material bearing the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, and Licensee and its Subsidiaries shall use all legends, notices, and markings as required by applicable law. Licensor reserves the right to inspect the quality of the Licensee Business Products manufactured, sold, leased, distributed or marketed by Licensee and its Subsidiaries under the Licensed Trademark, the Stylized Mark or the Licensed Trade Name in order to ensure that the quality is as aforesaid and for the purpose of maintaining in full force and effect Licensor's rights to and in the Licensed Trademark, the Stylized Mark and the Licensed Trade Name under applicable laws. From time to time, and at Licensor's expense, Licensor may send representatives to the plants of Licensee and its Subsidiaries (or their contract manufacturers) to consult with and advise Licensee and its Subsidiaries with respect to Licensee's and its Subsidiaries' quality control of the Licensee Business Products; provided that Licensor shall provide Licensee with five (5) Business Days prior written notice of such visits, that such visits shall be conducted during Licensee's normal business hours and in a manner so as not to disrupt Licensee's business operations, and Licensor's representatives agree to a reasonable confidentiality agreement provided by Licensee and to comply with Licensee's (or its contract manufacturer's) then-current security practices and procedures on each visit. In response to any reasonable request by Licensor, Licensee and its Subsidiaries shall, from time to time, at Licensor's option, send to Licensor one or more of the following: (i) copies of Licensee's and its Subsidiaries' quality assurance tests, or equivalents, conducted on the Licensee Business Products, (ii) representative samples of the Licensee Business Products (free of cost and at the expense of Licensee) or (iii) a written certification that all Licensee Business Products sold by Licensee or any of its Subsidiaries during the relevant period have been at least equivalent in quality to the Licensee Business Products presently being manufactured and sold by Licensor immediately prior to the Closing with regard to material, workmanship and performance. Nothing in this agreement shall prohibit Licensor from acquiring Licensee Business Products independently or otherwise independently verifying Licensee's or its Subsidiaries' adherence to the quality standards set forth in this Section 9.

10. **Coordination**. At the request of Licensor, Licensee shall assign and identify an employee to be responsible for coordinating the communications with Licensor concerning the administrative matters involved in the performance under this Agreement.

11. **Disclaimer of Warranty**. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, AVAILABILITY OR ADEQUACY OF THE LICENSED MARKS OR THE LICENSED TRADE NAME, AND LICENSOR MAKES NO EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS OR WARRANTIES, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NO ENCUMBRANCES AND WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

12. **Limitation of Liability; Indemnification; Limitation of Damages**.

(a) Licensor assumes no responsibility or obligation to Licensee and its Subsidiaries pursuant to this Agreement regarding the safety, reliability, performance, or marketability of any Licensee Business Products manufactured, marketed and/or sold by Licensee and its Subsidiaries, whether or not such goods are in compliance with Section 9.

(b) Licensee and its Subsidiaries agree that none of Licensor and its Affiliates and their respective, officers, directors, employees, stockholders, agents, representatives, successors and assigns (each, a "**Licensor Indemnified Person**" and collectively, the "**Licensor Indemnified Persons**") shall have any liability, whether direct or indirect, in contract or tort or otherwise, to Licensee or any of its Affiliates for or in connection with the licenses granted by Licensor pursuant to this Agreement or any other transactions contemplated by this Agreement, or any Licensor Indemnified Person's actions or inactions in connection with any such licenses or transactions, except for damages which have directly resulted from such Licensor Indemnified Person's gross negligence or willful misconduct in connection with any such licenses, transactions, actions or inactions.

(c) Licensee shall indemnify, defend and hold harmless each Licensor Indemnified Person from and against all Losses, and shall reimburse each Licensor Indemnified Person for all reasonable expenses (including reasonable attorneys' fees) as they are incurred in investigating, preparing, pursuing, or defending any claim, action, proceeding, or investigation, whether or not in connection with pending or threatened litigation and whether or not any Licensor Indemnified Person is a party (each, an "**Action**"), based upon, related to, arising out of, or in connection or associated with (i) the licenses granted by Licensor pursuant to this Agreement or any other transaction contemplated by this Agreement, or any Licensor Indemnified Person's actions or inactions in connection with any such licenses or transactions, provided, that no Licensee Indemnified Person (as herein defined) will be responsible for any damages of any Licensor Indemnified Person that have directly resulted from such Licensor Indemnified Person's gross negligence or willful misconduct in connection with any such licenses, transactions, actions, or inactions; (ii) the manufacture, quality, safety, reliability, performance, or marketability of any of the Licensee Business Products manufactured, produced, marketed or sold by Licensee or its Subsidiaries; (iii) any injury to persons or property due to the use of Licensee Business Products manufactured, produced, marketed or sold by Licensee or its Subsidiaries; (iv) the Licensee's or its Subsidiaries' use of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name; provided, however, that Licensee shall have no obligation to indemnify any Licensor Indemnified Person pursuant to any of the foregoing clauses (i)-(iv) with respect to any Action that is identified as an Excluded Liability (as such term is defined in the Formation Agreement).

(d) Licensor shall indemnify, defend and hold harmless Licensee and its Affiliates and their respective, officers, directors, employees, stockholders, agents, representatives, successors and assigns (each, a "**Licensee Indemnified Person**" and collectively, the "**Licensee Indemnified Persons**") from and against all Losses, and shall reimburse each Licensee Indemnified Person for all reasonable expenses (including reasonable attorneys' fees) as they are incurred in investigating, preparing, pursuing or defending any Action only to the extent such Losses (i) arise directly out of the gross negligence or willful

misconduct of any Licensor Indemnified Person in connection with the licenses granted by Licensor pursuant to this Agreement or (ii) are identified as an Excluded Liability (as such term is defined in the Formation Agreement).

(e) The indemnification procedures set forth in Section 12.2(b) and Section 12.4 of the Formation Agreement shall apply to any claims for indemnification brought pursuant to this Article 3.

(f) EXCEPT PURSUANT TO THE INDEMNITY OBLIGATIONS UNDER THIS SECTION 12, NEITHER LICENSOR SHALL BE LIABLE TO ANY LICENSEE INDEMNIFIED PERSON NOR LICENSEE SHALL BE LIABLE TO ANY LICENSOR INDEMNIFIED PERSON, IN EITHER CASE, IN ANY MANNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE, EXCEPT THAT THE FOREGOING LIMITATION OF DAMAGES HAS NO APPLICATION WHERE THE DAMAGES RESULT FROM LICENSEE'S OR ANY OF ITS AFFILIATES' USE OF THE LICENSED TRADEMARK, THE STYLIZED MARK OR THE LICENSED TRADE NAME IN MATERIAL BREACH OR DEFAULT OF ANY TERM, PROVISION OR LIMITATION SET FORTH IN THIS AGREEMENT, OR OTHERWISE OUTSIDE OF THE SCOPE OF THIS AGREEMENT.

13. **Termination**.

(a) Licensor shall have the right to terminate this Agreement and the licenses granted under this Agreement: (i) if Licensee or any of its Subsidiaries shall materially default in performing any of the terms and conditions of this Agreement and shall fail to remedy such material default within thirty (30) days after receiving written notice thereof (the "**Notice Date**") from Licensor; provided, however, that if such default can be remedied but cannot be so remedied within such thirty (30) day period notwithstanding the exercise of commercially reasonable efforts by the Company to do so, within thirty (30) days after the Notice Date Licensee shall create a program designed to remedy such default as soon as reasonably possible but no later than six (6) months from the Notice Date and Licensee shall then use commercially reasonable efforts remedy such default as soon as possible, and Licensor shall have the right to terminate this Agreement and the licenses granted under this Agreement if such default is not remedied within six months after the Notice Date; provided, further, that in the event of a material default of Section 9 by Licensee or any of its Subsidiaries which affects some but not all of the Licensee Business Products, such termination shall be applicable only as to the Licensee Business Products affected by such default; (ii) upon written notice to Licensee in the event that Licensee or any of its Subsidiaries shall be adjudged bankrupt, become insolvent, make an assignment for the benefit of creditors, have a receiver or trustee appointed, file a petition for bankruptcy, or initiate reorganization proceedings or take steps toward liquidation of a substantial part of its property or assets; or (iii) upon six (6) months written notice to Licensee at any time Licensor no longer is entitled to cast a majority of the Total Voting Power (as such term is defined in the Investor Agreement).

(b) Licensee may terminate the licenses granted under this Agreement at any time for any reason or no reason upon providing written notice to Licensor.

(c) Upon termination of this Agreement, the licenses granted under this Agreement shall terminate, and Licensee and its Subsidiaries shall discontinue and cease use of (i) the Licensed Trademark and, the Stylized Mark immediately and (ii) the Licensed Trade Name as soon as reasonably practicable but in any event no more than 90 days (including changing their respective corporate names, and taking all steps as may be required under applicable corporate law to effect such name change(s)); provided, however, in the case of a termination pursuant to Section 13(a), Licensee and its Subsidiaries shall cease using the Licensed Trade Name immediately.

(d) Upon the termination of this Agreement, Licensee and its Subsidiaries expressly agree not to use any marks or logos that may be confusingly similar to the Licensed Trademark, the Stylized Mark or the Licensed Trade Name.

(e) This provisions of Sections 12 through 29, inclusive shall survive the termination of this Agreement.

14. **Governing Law and Venue; Waiver of Jury Trial**.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court; provided, however, that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any such Delaware State or Federal court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 22 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION

DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.

15. **Injunction**. The parties agree that each party shall have the right to a claim for injunctive relief in the event of any repudiation or breach or attempted repudiation or breach, of any term or condition hereunder, and acknowledge that for any such claim, a remedy at law may be inadequate.

16. **Headings**. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

17. **Severability**. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

18. **Relationship of the Parties**. Licensor has no authority (express, implied or apparent) to represent Licensee as to any matters or to incur any obligations or liability on behalf of Licensee, and Licensor shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Licensee. Licensee and its Subsidiaries have no authority (express, implied or apparent) to represent Licensor as to any matters or to incur any obligations or liability on behalf of Licensor, and Licensee and its Subsidiaries shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Licensor. No partnership, joint venture, association, alliance, syndicate, or other entity, or fiduciary, employee/employer, principal/agent or any relationship other than that of independent contractors is created hereby, expressly or by implication.

19. **Entire Agreement; Controlling Provisions**. This Agreement and any Schedules and Exhibits attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party. If there is any conflict or inconsistency between the terms and conditions set forth in the main body of this Agreement and any of the Exhibits to this Agreement, the provisions of the Exhibits shall control with respect to the rights and obligations

of the parties regarding the Licensed Trademark, the Stylized Mark and the Licensed Trade Name. If there is any conflict or inconsistency between the terms and conditions of this Agreement and the Formation Agreement, the provisions of this Agreement shall control solely with respect to the rights and obligations of the parties regarding the Licensed Trademark, the Stylized Mark and the Licensed Trade Name.

20. **Amendments; Waiver**. Unless otherwise expressly provided herein, this Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

21. **Assignment**. Licensee and its Subsidiaries may not assign this Agreement or any rights, benefits, obligations or remedies hereunder (including without limitation through a sublicense or by operation of Law through a merger or other similar transaction) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. No such permitted assignment shall relieve Licensee or any of its Subsidiaries of its obligations hereunder, and any attempt so to assign or to delegate any of the foregoing without such consent shall be void and of no effect. Licensor has the right to assign this Agreement to any subsequent owner of the Licensed Trademark, the Stylized Mark or the Licensed Trade Name, provided that such assignee agrees in writing to be bound to Licensee by all of the terms and conditions of this Agreement. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and permitted assigns.

22. **Notices**. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Licensor:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy to (which shall not constitute notice):

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Mitch Evander
fax: (321) 674-2513

if to Licensee:

Harris Stratex Networks, Inc.

Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

with a copy to (which shall not constitute notice):

Bingham McCutchen LLP
1900 University Avenue
East Palo Alto, CA 94303
Attn: Bart Deamer
fax: (650) 849-4800

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one (1) Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with a nationally-recognized overnight courier, if sent by nationally-recognized overnight courier.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

24. **Effectiveness**. This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party.

25. **No Third-Party Beneficiaries**. Except with respect to the indemnification rights under Section 12 of this Agreement, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

26. **Fees**. In any action or proceeding related to or arising out of the enforcement of, or defense against, any provision of this Agreement, the non-prevailing party in such action or proceeding shall pay, and the prevailing party shall be entitled to, all reasonable out-of-pocket

costs and expenses (including reasonable attorneys' fees) of the prevailing party incurred in connection with such action or proceeding.

27. **Construction**. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. The parties and their respective counsel have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The following provisions shall be applied wherever appropriate herein: (a) "herein," "hereby," "hereunder," "hereof" and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used; (b) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural; (c) wherever used herein and whenever the context requires, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders; (d) all accounting terms not specifically defined herein shall be construed in accordance with GAAP; (e) any references herein to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement unless another agreement is specified; and (f) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement.

28. **Contract Provision**. Licensee agrees that it shall, and shall cause each of its Subsidiaries, to include a provision in each contract to which it becomes a party on or after the Effective Date which provides in substance that the other party to such contract acknowledges and agrees that Licensor and Licensee or its Subsidiary, as the case may be, are separate legal entities and that such contract and the duties and obligations of Licensee or its Subsidiaries, as the case may be, thereunder and the performance thereof are in no way no binding upon or guaranteed by Licensor. Licensee or its Subsidiaries shall not be obligated to comply with this Section 28 at such time as the corporate name of Licensee or such Subsidiary, as the case may be, does not include the Licensed Trade Name.

29. **Management of Enforcement by Licensee**. Licensor agrees that a majority of the Class A Directors (as defined in the Investor Agreement) shall have the sole and exclusive right to exercise and enforce any rights under this Agreement which Licensee or any of its Subsidiaries are entitled to enforce against Licensor after the Closing. In addition, any amendment to or waiver of the terms of this Agreement by Licensee in accordance with Section 20 shall require the approval of a majority of the Class A Directors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers all as of this day and year first above mentioned.

HARRIS CORPORATION, as Licensor

By /s/ R. Kent Buchanan

Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

HARRIS STRATEX NETWORKS, INC., as Licensee

By /s/ Guy M. Campbell

Name: Guy M. Campbell
Title: Chief Executive Officer and President

Exhibit A

[omitted]

EXHIBIT 10.6

LEASE AGREEMENT

INDEX

THIS LEASE AGREEMENT (this "**Lease**") is made by and between Harris Corporation ("**Landlord**") with its address at 1025 West NASA Boulevard, Melbourne, Florida 32919 and Harris Stratex Networks, Inc. a corporation organized under the laws of Delaware ("**Tenant**") with its address at Research Triangle Park, 637 Davis Drive, Morrisville, North Carolina 27560 and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. **Summary of Terms and Certain Definitions.**

(a)"**PREMISES**"(§2): Approximate rental square feet 23,707

Address: 1025 West NASA Blvd.
Building C
Melbourne, Florida 32919

(b)"**TERM**" two (2) years plus any partial month from the Commencement Date ("Initial Term"). In addition to the Initial Term, two (2) one-year options may be exercised by Tenant provided Tenant and Landlord agree to a Annual Rental rate for each option year ("Extended Term").

(i) "**COMMENCEMENT DATE**": See Commencement Certificate Form

(ii) "**EXPIRATION DATE**": See Section 5

(c) **Minimum Rent (§6) & Operating Expenses (§7)**

(i) "**RENT**" — Monthly Rental Rate during the Term — $45,219.48

(ii)"**TAX**" — Florida 6% Rate (7(b)) — Monthly tax rate — $2,713.17
TOTAL MONTHLY RENTAL RATE — $47,932.65

Increased as follows:

	Annual	Monthly
1-Option Year 1	To be negotiated but in no event less than 103% of the previous annual rate	One twelfth of the negotiated annual rate
2-Option Year 2	To be negotiated but in no event less than 103% of the previous annual rate	One twelfth of the negotiated annual rate

(d) "**USE**" (§4): General office purposes (excluding any "place of public accommodation").

(e) "**SECURITY DEPOSIT**"(§28): none

(f) "**CONTENTS**": This Lease consists of the Index, pages 1 through 16 containing Sections 1 through 29 and the following, all of which are attached hereto and made a part of this Lease:

Exhibits: "A" — Plan showing Premises
"B" — Commencement Certificate Form
"C" — Building Rules

2. **Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises as shown on attached ***Exhibit "A"*** within the Building (the Building and the areas outside the building intended for exclusive use of Tenant and the other occupants of the Building, the "**Property**"),

together with the non-exclusive right with Landlord and other occupants of the Building to use Common Areas, as defined below, and the fixtures and furniture currently installed or located in the Premises.

3. **Acceptance of Premises.** Tenant has examined and knows the condition of the Property, the zoning, streets, sidewalks, parking areas, curbs and access ways adjoining it, visible easements, any surface conditions and the present uses, and the fixtures and furniture currently installed or located in the Premises, and Tenant accepts them in the condition in which they now are, without relying on any representation, covenant or warranty by Landlord. Tenant and its agents shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times prior to the Commencement Date, to enter the Premises for the purpose of taking measurements and installing its furnishings and equipment; provided that the Premises are vacant and Tenant obtains Landlord's prior written consent.

4. **Use; Compliance**.

(a) **Permitted Use.** Tenant shall occupy and use the Premises for and only for the Use specified in Section 1(d) above and in such manner as is lawful, reputable, and will not create any nuisance or otherwise interfere with any other tenant's normal operations or the management of the Building. Without limiting the foregoing, such Use shall exclude any use that would cause the Premises or the Property to be deemed a "place of public accommodation" under the Americans with Disability Act (the "**ADA**") as further described in the Building Rules (defined below). All Common Areas shall be subject to Landlord's exclusive control and management at all times. Tenant shall not use or permit the use of any portion of the Common Areas for other than their intended use.

(b) **Compliance.** From and after the Commencement Date, Tenant shall comply promptly, at its sole expense, with all laws (including the ADA), ordinances, notices, orders, rules, regulations and requirements regulating the Property during the Term which impose any duty upon Landlord or Tenant with respect to use, occupancy of, or Tenant's installations in or upon, the Property including the Premises, (as the same may be amended by Landlord from time to time, the "**Building Rules**"). Tenant shall be responsible, at its sole expense, for the cost of any alterations or improvements to the Property required by applicable law (including the ADA), ordinances, notices, orders, rules, regulations and requirements ("**Required Alterations**") which arise by virtue of any alterations made by Tenant or its employees, agents, contractors, licensees or invitees ("**Agents**") or by any Use by Tenant or its Agents other than specified in Section 1(d) above. Landlord shall be responsible, at its sole expense, for all other Required Alterations.

(c) **Environmental.** Tenant shall comply, at its sole expense, with all Laws and Requirements as set forth above, all manufacturers' instructions and all requirements of insurers relating to the treatment, production, storage, handling, transfer, processing, transporting, use, disposal and release of hazardous substances, hazardous mixtures, chemicals, pollutants, transporting, use, disposal and release of hazardous substances, hazardous mixtures, chemicals, pollutants, petroleum products, toxic or radioactive matter used or stored by Tenant on the Premises (the "**Restricted Activities**"). Tenant shall deliver to Landlord copies of all Material Safety Data Sheets or other written information prepared by manufacturers, importers or suppliers of any entity regulating any Restricted Activities.

(d) **Notice.** If at any time during or after the Term, Tenant becomes aware of any inquiry, investigation or proceeding regarding the Restricted Activities or becomes aware of any claims, actions or investigations regarding the ADA, Tenant shall give Landlord written notice, within 5 days after first learning thereof, providing all available information and copies of any notices.

5. **Term and Termination**.

(a) The Initial Term of this Lease shall commence on the Commencement Date and shall end at 11:59 p.m. on the last day of the Initial Term (the "**Expiration Date**"), without the necessity for notice from either party, unless sooner terminated in accordance with the terms hereof. Tenant shall confirm the Commencement Date and Expiration Date by executing a lease commencement certificate in the form attached as ***Exhibit "B"***. In addition to the Initial Term, Tenant will have two (2) one-year options to renew this Lease ("Extended Term"). Tenant may exercise each option to renew the lease for an additional year provided Landlord and Tenant have agreed to the Annual Rental Rate for the option year being exercised. The parties to this Lease have agreed that the Annual Rental Rate for any option year shall in no event be less than one hundred and three (103%) percent of the prior Annual Rental Rate. In the event the parties are unable to agree to the Annual Rental Rate, then the lease shall not be renewed. Landlord shall have no responsibility or liability to Tenant in the event the parties are unable to agree to the Annual Rental Rate for each option year. Any and all exercises of an option shall be in writing given by Tenant at least ninety (90) days prior to the then-current expiration date, and a writing setting forth the agreed Annual Rental Rate applicable to any Extended Term shall be executed by both Parties and incorporated into this Lease as an amendment thereto.

(b) Tenant shall have the option of termination this Lease at any time upon ninety (90) days prior written notice to Landlord provided that, unless otherwise agreed by the parties, Tenant shall pay, as an early termination fee and not as a penalty, (x) if such termination occurs during the first year of the Term one (1) full year's Rent, and (y) if such termination occurs thereafter, the lesser of (i) six (6) months' Rent and (ii) the Rent for the then-remaining Term of this Lease.

6. **Annual Rent**. Tenant agrees to pay to Landlord the Annual Rent in equal monthly installments in the amount set forth in ***Section 1(c)*** (as increased at the beginning of each option lease year as set forth in ***Section 1(c)***, in advance, on the first day of each calendar month during the Term, without notice, designates otherwise, provided that rent for the first full month shall be paid at the signing of this Lease. If the Commencement Date falls on a day other than the first day of a calendar month, the rent shall be apportioned pro rata on a per diem basis for the period from the Commencement Date until the first day of the following calendar month and shall be paid on or before the Commencement Date. As used in this Lease, the term "**lease year**" for any option year means the period from the anniversary of the Commencement Date if it falls on the first day of a calendar month and of the first day of the succeeding calendar month if it does not through the succeeding 12 full calendar months. This Lease as stated above is for an initial lease period of two (2) years plus any partial month between the Commencement Date and the first day of the next succeeding calendar month. For each exercisable Extended Term, the lease year shall mean the successive 12 month period thereafter.

7. **Operation of Property; Expenses.**

(a) **Payment of Operating Expenses.** Included in the Annual Rental Rate are the expenses for operating and maintaining the Premises which costs may include by way of example rather than limitation: insurance premiums, fees, impositions, maintenance, service contracts, management and administrative fees, governmental permits, overhead expenses, costs of furnishing water, sewer, gas, fuel, electricity, other utility services, janitorial service, trash removal, security services, landscaping and grounds maintenance, and the cost of any other items attributable to operating or maintaining any or all of the Property excluding any costs which under generally accepted accounting principles are capital expenditures; provided, however, that annual operating costs also shall include the annual amortization (over an assumed useful life of ten years) of the costs (including financing charges) of building improvements made by Landlord to the Property after the Commencement Date that are required by any governmental authority or for the purpose of reducing operating expenses or directly enhancing the safety

of tenants in the Building generally. Items specifically not included in the expenses for operating the Property shall be associated with operating each of these examples. Such expenses shall be the responsibility of Tenant, separate and apart from the amount owed Landlord under this Agreement. Landlord agrees to make access to telecommunications services available, to the same extent as they are at the Commencement Date of this Lease, however the cost of such service are in addition to the Annual Rental Rate and is borne by the Tenant.

(b) **Impositions.** As used in this Lease "impositions" refer to all levies, taxes (including sales taxes and gross receipt taxes) and assessments, which are applicable to the Term, and which are imposed by any authority or under any law, ordinance or regulation thereof, or pursuant to any recorded covenants or agreements, and the reasonable cost of contesting any of the foregoing, upon or with respect to the Property or any part thereof, or any improvements thereto. Florida Statutes §212.031 requires a sales tax on monthly rental. Such tax is currently six percent (6%) of the monthly rental amount. Tenant shall pay to Landlord with the monthly payment of Rent any imposition imposed directly upon this Lease or the Rent (defined in ***Section 7(g)***) or amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest herein.

(i) Nothing herein contained shall be interpreted as requiring Tenant to pay any income, excess profits or corporate stock tax imposed or assessed upon Landlord.

(ii) If it shall not be lawful for Tenant to reimburse Landlord for any of the impositions, the Annual Rent shall be increased by the amount of the portion of such imposition allocable to Tenant, unless prohibited by law.

(c) **Insurance**.

(i) **Property.** Landlord shall keep in effect insurance against loss or damage to the Building or the Property by fire and such other casualties as may be included within fire, extended coverage and special form insurance covering the full replacement cost of the Building (but excluding coverage of Tenant's personal property in, and any alterations by Tenant to, the Premises), and such other insurance as Landlord may reasonably deem appropriate or as may be required from time-to-time by any mortgagee.

(ii) **Liability.** Tenant, at its own expense, shall keep in effect comprehensive general public liability insurance with respect to the Premises and the Property, including contractual liability insurance, with such limits of liability for bodily injury (including death) and property damage as $1,000,000 per occurrence and a general aggregate limit of not less than $2,000,000 (which aggregate shall not limit the liability of Tenant hereunder. The policy of comprehensive general public liability insurance also shall name Landlord and Landlord's agent as additional insured parties with respect to the Premises, shall be written on an "occurrence" basis and not on a "claims made" basis, shall provide that it is primary with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, shall provide that it shall not be cancelable or reduced without at least 30 days prior written notice to Landlord and shall be issued in form satisfactory to Landlord. The insurer shall be a responsible insurance carrier which is authorized to issue such insurance and licensed to do business in the state in which the Property is located and which has at all times during the Term a rating of no less than A VII in the most current edition of *Best's Insurance Reports*. Tenant shall deliver to Landlord on or before the Commencement Date, and subsequently renewals of, a certificate of insurance evidencing such coverage and the waiver of subrogation described below.

(iii) **Waiver of Subrogation.** Landlord and Tenant shall have included in their respective property insurance policies waivers of their respective insurers' right of subrogation

against the other party. If such a waiver should be unobtainable or unenforceable, then such policies of insurance shall state expressly that such policies shall not be invalidated if, before a casualty, the insured waives the right of recovery against any party responsible for a casualty covered by the policy.

(iv) **Increase of Premiums.** Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional rent promptly upon being billed.

(d) **Repairs and Maintenance; Common Areas; Building Management.**

(i) Tenant at its sole expense shall maintain the Premises in a neat and orderly condition.

(ii) Landlord shall make available to Tenant Common Areas generally made available to other tenants. "Common Areas " means all areas and facilities outside the Premises and within the exterior boundary line of the Property that are designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, customers and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, cafeterias, elevators, parking areas, roadways and sidewalks located in Building C. Tenants shall request Landlord's prior written consent to use or occupy any other area located on Campus. As used herein, the term "Campus" shall mean the buildings and surrounding areas located in close proximity of the Premises and generally used and occupied by Landlord.

(iii) Landlord shall make all necessary repairs to the Premises, the Common Areas and any other improvements located on the Property, provided that Landlord shall have no responsibility to make any repair until Landlord receives written notice of the need for such repair. Landlord shall operate and manage the Property and shall maintain all Common Areas and any paved area appurtenant to the Property in a clean and orderly condition. Landlord reserves the right to make alterations to the Common Area from time to time.

(iv) Notwithstanding anything herein to the contrary, Landlord shall not bear the expense of any repairs and replacements to the Property including the Premise requested by and for the Tenant's use, occupancy or alteration of, or made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds to Landlord. Tenant shall not bear the expense of any repairs or replacements to the Property arising out of or caused by Landlord's or any other tenant's use, occupancy or alteration of, or any other tenant's installation in or upon, the Property or by any act or omission of any other tenant or any other tenant's Agents.

(e) **Utilities**.

(i) Landlord will furnish the Premises with electricity, heating and air conditioning for the normal use and occupancy of the Premises as general offices between 7:00 a.m. and 8:00 p.m., Monday through Friday (legal holidays excepted). If Tenant shall require electricity or install electrical equipment including but not limited to electrical heating, refrigeration equipment, electronic data processing machines, or machines or equipment using current in excess of 110 volts, which will in any way increase the amount of electricity usually furnished for use as general office space, or if Tenant shall attempt to use the Premises in such a manner that the services to be furnished by Landlord would be required during periods other than or in addition to business hours referred to above, Tenant will obtain Landlord's prior written approval and will pay for the resulting additional direct expense, including the expense resulting from the installation of such equipment and meters, as additional rent promptly upon being billed. Landlord shall not be responsible or liable for any interruption in utility service, nor shall such interruption affect the continuation or validity of the lease.

(ii) If at any time utility services supplied to the Premises are separately metered, the cost of installing Tenant's meter and the cost of such separately metered utility service shall be paid by Tenant promptly upon being billed.

(f) **Janitorial Services.** Landlord will provide Tenant with trash removal and janitorial services five (5) days a week, Monday through Friday.

(g) **"Rent."** The term "**Rent**" as used in this Lease means the Annual Rent (which includes the Operating Expenses), Florida Taxes (see paragraph 7(b) herein) and any other additional rent or sums payable by Tenant to Landlord pursuant to this Lease, all of which shall be deemed rent for purposes of Landlord's rights and remedies with respect thereto. Tenant shall pay all Rent to Landlord within 30 days after Tenant is billed, unless otherwise provided in this Lease, and interest shall accrue on all sums due but unpaid.

8. **Signs.** Landlord, at Tenant's expense, will place Tenant's name and suite number on the Building standard sign and on or beside the entrance door to the Premises. Except for signs which are located wholly within the interior of the Premises and not visible from the exterior of the Premises, no signs shall be placed on the Property without the prior written consent of Landlord. All signs installed by Tenant shall be maintained by Tenant in good condition and Tenant shall remove all such signs at the termination of this Lease and shall repair any damage caused by such installation, existence or removal.

9. **Alterations and Fixtures.**

(a) Subject to ***Section 10***, Tenant shall have the right to install its trade fixtures in the Premises, provided that no such installation or removal thereof shall affect any structural portion of the Property nor any utility lines, communications lines, equipment or facilities in the Building serving any tenant other than Tenant. At the expiration or termination of this Lease or any Extended Term, at the option of Landlord or Tenant, Tenant shall remove such installation(s) and, in the event of such removal, Tenant shall repair any damage caused by such installation or removal; if Tenant, with Landlord's written consent, elects not to remove such installation(s) at the expiration or termination of this Lease, all such installation shall remain on the Property and become the property of Landlord without payment by Landlord.

(b) Except for non-structural changes which do not exceed $5,000 in the aggregate, Tenant shall not make or permit to be made any alterations to the Premises without Landlord's prior written consent. Tenant shall pay the costs of any required architectural/engineering reviews. In making any alterations, (i) Tenant shall deliver to Landlord the plans, specifications and necessary permits, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord and Landlord's agent as additional insureds, at least 10 (ten) days prior to commencement thereof, (ii) such alterations shall not impair the structural strength of the Building or any other improvements or reduce the value of the Property or affect any utility lines, communications lines, equipment or facilities in the Building serving any tenant other than Tenant, (iii) Tenant shall comply with Section 10 and (iv) the occupants of the Building and of any adjoining property shall not be disturbed thereby. All alterations to the Premises by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time all such alterations shall remain on the Property and become the property of Landlord without payment by Landlord unless Landlord gives written notice to Tenant to remove the same, in which event Tenant will remove such alterations and repair any resulting damage. At Tenant's request prior to Tenant making any alterations, Landlord shall notify Tenant in writing, whether Tenant is required to remove such alterations at the expiration or termination of this Lease.

10. **Mechanics' Liens.** Tenant shall not suffer any mechanic's lien to be filed against the Premises by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding the Premises, or any part hereof, through or under Tenant. If any mechanic's lien or any notice of intention to file a mechanic's lien shall at any time be filed against the Premises, Tenant shall at Tenant's cost, within fourteen (14) days after knowledge or notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise.

If Tenant shall fail to remove or discharge any mechanic's lien or any notice of intention to file a mechanic's lien within the prescribed time, then in addition to any other right or remedy of Landlord, Landlord may, at its option, procure the removal or discharge of the same by payment or bond or otherwise. Any amount paid by Landlord for such purpose, together with all legal and other expenses of Landlord in procuring the removal or discharge or such lien or notice of intention and together with interest thereon at the highest permissible rate, shall be and become due and payable by Tenant to Landlord as additional rent, and in the event of Tenant's failure to pay therefor within fifteen (15) days after demand, the same shall be added to and be due and payable with the next month's rent.

Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability arising out of Tenant's use or occupancy of the premises.

11. **Landlord's Right to Relocate Tenant; Right of Entry.**

(a) Landlord may cause Tenant to relocate from the Premises to a comparable space ("**Relocation Space**") within the Building or within a five (5) mile radius of the Building by giving written notice to Tenant at least sixty (60) days in advance, provided that Landlord shall pay for all reasonable costs of such relocation. Such relocation shall not terminate, modify or otherwise affect this Lease except that "Premises" shall refer to the Relocation Space rather than the location identified in ***Section 1(a)*** and the Rent shall be proportionately reduced if the net usable area in the Relocation Space is smaller than that of the Premises.

(b) Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in the event of an emergency) for the purpose of inspection, maintenance or making repairs, alterations or additions as well as to exhibit the Premises for the purpose of sale or mortgage and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising the foregoing rights, but shall not be liable for any loss of occupation or quiet enjoyment thereby occasioned.

(c) Tenant shall be responsible for all costs incurred by Tenant when Tenant vacates or relocates from the leased Property or any moves made within the Property when such move is made at the sole request and convenience of Tenant.

12. **Damage by Fire or Other Casualty.**

(a) If the Property or Building shall be damaged or destroyed by fire or other casualty, Tenant promptly shall notify Landlord and Landlord, subject to the conditions set forth in this Section 12, shall repair such damage and restore the Premises to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement

of the fixtures or alterations installed by Tenant. Landlord shall notify Tenant in writing, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant may terminate this Lease effective as of the date of casualty by giving written notice to the other within 10 days after Landlord's notice.

(b) Landlord shall maintain a 12 month rental coverage endorsement or other comparable form of coverage as part of its fire extended coverage and special form insurance. Tenant will receive an abatement of its Rent to the extent the Premises are rendered untenantable as determined by the carrier providing the rental coverage endorsement.

13. **Condemnation.**

(a) **Termination**. If (i) all of the Premises are taken by a condemnation or otherwise for any public or quasi-public use, (ii) any part of the Premises is so taken and the remainder thereof is insufficient for the reasonable operation of Tenant's business or (iii) any of the Property is so taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Property, then this Lease shall terminate and all unaccrued obligations hereunder shall cease as of the day before possession is taken by the condemnor.

(b) **Partial Taking**. If there is a condemnation and this Lease has not been terminated pursuant to Section 13(a), (i) Landlord shall restore the Building and the improvements which are a part of the Premises to a condition and size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the date upon which the condemnor took possession and (ii) the obligations of Landlord and Tenant shall be unaffected by such condemnation except that there shall be an equitable abatement of the Rent according to the rental value of the Premises before and after the date upon which the condemnor took possession and/or the date Landlord completes such restoration.

(c) **Award**. In the event of a condemnation affecting Tenant, Tenant shall have the right to make a claim against the condemnor for moving expenses and business dislocation damages to the extent that such claim does not reduce the sums otherwise payable by the condemnor to Landlord. Except as aforesaid and except as set forth in (d) below, Tenant hereby assigns all claims against the condemnor to Landlord.

(d) **Temporary Taking**. No temporary taking of the Premises shall terminate this Lease or give Tenant any right to any rental abatement. Any award for such temporary taking during the Term shall be applied first, to Landlord's costs of collection and, second, on account of sums owing to Tenant hereunder, and if such amounts applied on account of sums owing by Tenant hereunder should exceed the entire amount owing by Tenant for the remainder of the Term, the excess will be paid to Tenant.

14. **Non-Abatement of Rent.** Except as otherwise expressly provided as to damage by fire or other casualty in ***Section 12(b)*** and as to condemnation in ***Section 13(b),*** there shall be no abatement or reduction of the Rent for any cause whatsoever, and this Lease shall not terminate, and Tenant shall not be entitled to surrender the Premises.

15. **Indemnification of Landlord.** (a) Subject to ***Sections 7(c)(iii)*** and ***16***, Tenant will protect, indemnify and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property in or about the Premises arising out of the occupancy or use of the Premises by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term, except to the extent such loss, injury or

damage was caused by the negligence of Landlord or its Agents. In case any action or proceeding is brought against Landlord and/or its Agents by reason of the foregoing, Tenant, at its expense, shall resist and defend such action or proceeding, or cause the same to be resisted and defended by counsel (reasonably acceptable to Landlord and its Agents) designated by the insurer whose policy covers such occurrence or by counsel designated by Tenant and approved by Landlord and its Agents. Tenant's obligations pursuant to this ***Section 15*** shall survive the expiration or termination of this Lease.

(b) Landlord shall indemnify and hold harmless Tenant, its agents and employees from any and all damages, claims, causes of action, fines, penalties, losses, liabilities, judgment and expenses directly incurred as a result of (i) claims advanced by third persons and arising out of Landlord's, its employees, or agent's sole negligence, which is, in any manner connected with the use, ownership or occupancy of the property herein; (ii) claims arising from any loss occurring within the Common Area of the Premises, of which Tenant has either no control under the terms of the Lease or where none of Tenants actions or the actions of its employees, agents or invitees contributed to such claim.

16. **Waiver of Claims.** Landlord and Tenant each hereby waives all claims for recovery against the other for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, that such waiver by Landlord shall not be effective with respect to any liability of Tenant described in ***Sections 4(c) and 7(d) (iii).***

17. **Quiet Enjoyment.** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

18. **Assignment and Subletting.**

(a) **Limitation.** Tenant shall not transfer this Lease, voluntarily, involuntarily, or by operation of law, without the prior written consent of Landlord. Any attempted transfer shall be null and void at the option of Landlord, and Landlord may exercise any or all of its rights under ***Section 23.*** A consent to one transfer shall not be deemed to be a consent to any subsequent transfer. The term **"transfer"** shall include any sublease, assignment, license or concession agreement, change in ownership or control of Tenant (other than any such change resulting from any action taken by Landlord in its capacity as a stockholder in Tenant or from any action taken by Tenant approved by the Board of Directors of Tenant at a time when Landlord was entitled to designate a majority of the directors of Tenant), mortgage or hypothecation of this Lease or Tenant's interest therein or in all or a portion of the Premises.

(b) **Offer to Landlord.** Tenant acknowledges that the terms of this Lease, including the Rent, have been based on the understanding that Tenant physically shall occupy the Premises for the entire Term. Therefore, upon Tenant's request to transfer all or a portion of the Premises, at the option of Landlord, Tenant and Landlord shall execute an amendment to this Lease removing such space from the Premises. Tenant shall be relieved of any liability with respect to such space and Landlord shall have the right to lease such space to any party, including Tenant's proposed transferee.

(c) **Conditions.** Notwithstanding the above, the following shall apply to any transfer, with or without Landlord's consent:

(i) As of the date of any transfer, Tenant shall not be in default under this Lease nor shall any act or omission have occurred which would constitute a default with the giving of notice and/or the passage of time.

(ii) No transfer shall relieve Tenant of its obligation to pay the Rent and to perform all its other obligations hereunder. The acceptance of Rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any transfer.

(iii) Each transfer shall be by a written instrument in form and substance satisfactory to Landlord which shall (A) include an assumption of liability by any transferee of all Tenant's obligations and the transferee's ratification of and agreement to be bound by all the provisions of this Lease, (B) afford Landlord the right of direct action against the transferee pursuant to the same remedies as are available to Landlord against Tenant and (C) be executed by Tenant and the transferee.

(iv) Tenant shall pay, within 10 days of receipt of an invoice which shall be no less than *$250*, Landlord's reasonable attorneys' fees and costs in connection with the review, processing and documentation of any transfer for which Landlord's consent is requested.

19. **Subordination; Mortgagee's Rights.**

(a) This Lease shall be subordinate to any first mortgage or other primary encumbrance now or hereafter affecting the Premises. Although the subordination is self-operative, within 10 days after written request, Tenant shall execute and deliver any further instruments confirming such subordination of this Lease and any further instruments of attornment that may be desired by any such mortgagee or Landlord. However, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by giving written notice to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to the respective dates of execution and delivery; provided, however, that such subordination shall not affect any mortgagee's right of condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such mortgage and the execution of this Lease.

(b) It is understood and agreed that any mortgagee shall not be liable to Tenant for any funds paid by Tenant to Landlord unless such funds actually have been transferred to such mortgagee by Landlord.

(c) Notwithstanding the provisions of Sections 12 and 13 above, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of Landlord's first mortgagee.

20. **Recording; Tenant's Certificate.** Tenant shall not record this Lease or a memorandum thereof without Landlord's prior written consent. Within 10 days after Landlord's written request from time to time:

(a) Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying the Commencement Date and Expiration Date of this Lease, that this Lease is in full force and effect and has not been modified and otherwise as set forth in the form of estoppel certificate reasonably requested by Landlord and/or such other certifications as may be requested by a mortgagee or purchaser. Tenant understands that its failure to execute such documents may cause Landlord serious financial damage by causing the failure of a financing or sale transaction.

(b) Tenant shall furnish to Landlord, Landlord's mortgagee, prospective mortgagee or purchaser reasonably requested financial information.

21. **Surrender; Abandoned Property**.

(a) Subject to the terms of ***Section 9(b), 12(a)*** and ***13(b),*** at the expiration or termination of this Lease, Tenant promptly shall yield up in the same condition, order and repair in which they are required to be kept throughout the Term, including any exercised options, the Premises and any improvements thereto, and all fixtures and equipment serving the Building, ordinary wear and tear excepted.

(b) Upon or prior to the expiration or termination of this Lease, Tenant shall remove any personal property from the Property. Any personal property remaining thereafter shall be deemed conclusively to have been abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property as its property. If any part thereof shall be sold, then Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage and any Rent due under this Lease.

(c) If Tenant, or any person claiming through Tenant, shall continue to occupy the Premises after the expiration or termination of this Lease or any renewal thereof, such occupancy shall be deemed to be under a month-to-month tenancy under the same terms and conditions set forth in this Lease, except that the Rent shall be increased 150% from the then current rate and in no event shall such month-to-month tenancy exceed two (2) months or sixty (60) days. Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute a default hereunder and shall be subject to all the remedies available to Landlord.

22. **Curing Tenant's Defaults.** If Tenant shall be in default in the performance of any of its obligations hereunder, Landlord without any obligation to do so, in addition to any other rights it may have in law or equity, may elect to cure such default on behalf of Tenant after written notice (except in the case of emergency) to Tenant. Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such default, including interest thereon from the respective dates of Landlord incurring such costs, which sums and costs together with interest shall be deemed additional rent.

23. **Defaults — Remedies.**

(a) **Defaults.** It shall be an event of default:

(i) If Tenant does not pay in full when due any and all Rent;

(ii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease;

(iii) If Tenant abandons the Premises, which shall be conclusively presumed if the Tenant fails to make the Monthly Rental Payment and the Premises remain unoccupied for more than 10 consecutive days; or

(iv) If Tenant becomes insolvent or bankrupt in any sense or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against

Tenant, or a bill in equity or other proceeding for the appointment of a receive for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided, however, that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute a default until such proceeding has continued unstayed for more than 60 consecutive days.

(b) **Remedies**. Then, and in any such event, Landlord shall have the following rights:

(i) To charge a late payment fee equal to the greater of $2,000 or 5% of any amount owed to Landlord pursuant to this Lease which is not paid within 15 days after the due date;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property therefrom, by action at law or otherwise, without being liable for prosecution or damages therefor, and Landlord may at Landlord's option, make alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term, and declare the same to be immediately due and payable;

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken;

(v) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for;

(vi) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute; or

(vii) The right to pursue the remedies herein provided against Tenant and to enforce all of the other provisions of this Lease may, at the option of any assignee of this Lease, be exercised by any assignee of the Landlord's right, title and interest in this Lease in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

(c) **Grace Period.** Notwithstanding anything hereinabove stated, neither party will exercise any available right because of any default of the other, except those remedies contained in subsection (b)(i) of this Section, unless such party shall have first given 10 days written notice thereof to the defaulting party, and the defaulting party shall have failed to cure the default within such period; provided, however, that;

(i) No such notice shall be required if Tenant fails to comply with the provisions of Sections 10 or 20(a), in the case of emergency as set forth in ***Section 22*** or in the event of any default enumerated in subsections (a)(iii) and (iv) of this Section.

(ii) Landlord shall not be required to give such 10 days notice more than 2 times during any 12-month period.

(iii) If the default consists of something other than the failure to pay money which cannot reasonably be cured within 10 days, neither party will exercise any right if the defaulting party begins to cure the default within the 10 days and continues actively and diligently in good faith to completely cure said default.

(iv) Tenant agrees that any notice given by Landlord pursuant to this Section which is served in compliance with ***Section 27*** shall be adequate notice for the purpose of Landlord's exercise of any available remedies.

(d) **Non-Waiver; Non-Exclusive**. No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord right to pursue any other available remedy.

(e) **Costs and Attorneys' Fees**. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

24. **Representations and Covenants of Tenant.** Tenant represents and covenants to Landlord that:

(a) The word **"Tenant"** as used herein includes the Tenant named above as well as its successors and permitted assigns, each of which shall be under the same obligations and liabilities and each of which shall have the same rights, privileges and powers as it would have possessed had it originally signed this Lease as Tenant. Each and every of the persons named above as Tenant shall be bound jointly and severally by the terms, covenants and agreements contained herein. However, no such rights, privileges or powers shall inure to the benefit of any assignee of Tenant immediate or remote, unless Tenant has complied with the terms of Section 18 and the assignment to such assignee is permitted or has been approved in writing by Landlord. Any notice required or permitted by the terms of this Lease may be given by or to any one of the persons named above as Tenant, and shall have the same force and effect as is given by or to all thereof.

(b) If Tenant is a corporation, partnership or any other form of business association or entity, Tenant is duly formed and in good standing, and has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. Tenant shall provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord, authorizing the execution of this Lease at the time of such execution.

25. **Liability of Landlord.** The word **"Landlord"** as used herein includes the Landlord named above as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named herein, shall have no liability hereunder after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability therefor upon transfer of such portion to its successor in interest) and Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which thereafter shall accrue. Neither any principal of Landlord nor any owner of the Property other than Landlord, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises. No mortgagee or lessor succeeding to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall be (a) liable for any previous act or omission of a prior landlord, (b) subject to any rental offsets or defenses against a prior landlord or (c) bound by an amendment of this Lease made without its written consent, or by payment by Tenant of Rent in advance in excess of one monthly installment.

26. **Interpretation; Definitions.**

(a) **Captions**. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope of intent thereof.

(b) **Entire Agreement**. This Lease represents the entire agreement between hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easement or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word **"including"** followed by any specific item(s) is deemed to refer to examples rather than to be words of limitations. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) **Covenants**. Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) **Interest**. Wherever interest is required to be paid hereunder, such interest shall be at the highest rate permitted under law but not in excess of 15% per annum.

(e) **Severability**; **Governing Law.** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(f) **"Mortgage" and "Mortgagee."** The word "Mortgage" as used herein includes any lien or encumbrance on the Premises of the Property or on any part of or interest in or appurtenance to any of the foregoing, including without limitation any ground rent or ground lease if Landlord's interest is or

becomes a leasehold estate. The word “mortgage” as used herein includes the holder of any mortgage, including any ground lessor if Landlord’s interest is or becomes a leasehold estate. Wherever any right is given to a mortgagee that right may be exercised on behalf of such mortgagee by any representative or servicing agent of such mortgagee.

(g) **“Person.”** The word “Person” is used herein to include a natural person, a partnership, a corporation, an association and any other form of business association or entity.

27. **Notices.** Any notice or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified at the beginning of this Lease, except that after the Commencement Date Tenant’s address shall be at the premises (or to such other address as either may designate by notice to the other), with a copy to any mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed received on the day of actual receipt by the intended recipient or on the business day delivery is refused. The giving of notice by Landlord’s attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord; however, the foregoing provisions governing the date on which a notice is deemed to have been received shall mean and refer to the date on which a party to this Lease, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

28. **Security Deposit.** Intentionally Deleted.

29. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, and in consideration of the mutual entry into this Lease and for other good and valuable consideration and intending to be legally bound, Landlord and Tenant have executed this Lease.

Date signed: January 26, 2007
Witness:
/s/ Margaret E. Vickery
Name (printed): Margaret E. Vickery

/s/ Betty Y. Sorensen
Name (printed): Betty Y. Sorensen

Landlord:

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

Date signed: January 26, 2007
Witness:
/s/ Meena Elliott
Name (printed): Meena Elliott

/s/ Diana Fay
Name (printed): Diana Fay

Tenant:

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Financial Officer and President

{CORPORATE SEAL}

EXHIBIT “A”

Premises

[omitted]

EXHIBIT “B”

Lease Commencement Certificate

[omitted]

EXHIBIT “C”

Building Rules

[omitted]

EXHIBIT 10.7

TRANSITION SERVICES AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

TABLE OF CONTENTS

ARTICLE V

Confidentiality; Ownership of Data

ARTICLE VI

General Provisions

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "**Agreement**"), dated as of January 26, 2007 (the "**Effective Date**"), is made by and between HARRIS CORPORATION, a Delaware corporation ("**Harris**"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "**Company**").

RECITALS

WHEREAS, Harris, the Company, Stratex Networks, Inc., a Delaware corporation ("**Stratex**"), and Stratex Merger Corp. a Delaware corporation and wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, as amended by that certain letter agreement, dated January 26, 2007 (the "**Formation Agreement**"), among the parties thereto, pursuant to which the Company was formed to acquire Stratex pursuant to the Merger (as defined in the Formation Agreement) and to receive the Contributed Assets (as defined in the Formation Agreement) from Harris in the Contribution Transaction (as defined in the Formation Agreement), in each case on the terms and subject to the conditions set forth in the Formation Agreement; and

WHEREAS, Harris and Stratex would not have entered into the Formation Agreement without the undertakings contained in this Agreement and the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreements, the parties agree as follows:

ARTICLE I
SERVICES

Section 1.01 Definitions. All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Formation Agreement; *provided*, *however*, that notwithstanding the foregoing neither the Company nor any of its Subsidiaries shall be deemed to be a Subsidiary or Affiliate of Harris or any of its other Subsidiaries or Affiliates for purposes of this Agreement.

Section 1.02 Provision of Services. Except as otherwise provided in this Agreement, on the terms and subject to the conditions set forth in this Agreement, Harris shall, or shall cause one of its Affiliates to, provide to the Company and its Affiliates, for use in connection with the MCD Business as such business is conducted by the Company following the Closing, each of the Services described on Schedule I attached to this Agreement (each, a "**Service**" and collectively, the "**Services**"), commencing on the date of this Agreement and continuing through the Term (as defined in Section 4.01 of this Agreement) unless (a) otherwise specified for a particular Service on Schedule I, (b) a particular Service is terminated in accordance with to Section 4.02 or Section 4.03, (c) otherwise mutually agreed to by the parties in writing, or (d) this Agreement is terminated in accordance with the terms and conditions hereof prior to the expiration of the Term.

Section 1.03 Quality and Scope of Services. The Services shall be performed in a manner, amount, and quality substantially consistent with the manner, amount or quality of the Services as was being provided by Harris to the MCD Business during the six-month period

prior to the Effective Date, and in no event shall Harris shall have an obligation to perform any Service in any other manner, amount or quality (enhanced, increased or otherwise) unless expressly so specified in Schedule I with respect to a particular Service (including any advantage of systems, equipment, facilities, training, services or improvements procured, obtained or made by Harris after the Effective Date). Notwithstanding anything to the contrary contained in this Agreement, with respect to any Service, Harris may, in its sole discretion and at no additional charge to the Company, (i) perform such Service substantially consistent with any improved or enhanced practice as Harris deems reasonably prudent, or (ii) otherwise make changes from time to time in the manner in which such Service is provided if (A) Harris is making similar changes in the manner in which such Service is provided for its own businesses, (B) Harris furnishes to the Company substantially the same notice Harris provides to its own businesses with respect to such changes, and (C) such changes do not create a substantial risk that such changes would reasonably result in a material disruption of the MCD Business as conducted by the Company following the Closing or in the incurrence of a material loss or liability by the Company.

Section 1.04 Additional Services; Initial Costs.

(a) In the event that the Company has determined that it requires an increase or enhancement in the manner, amount or quality of any Service as compared to the manner, amount or quality of such Service as was being provided by Harris to the MCD Business during the six-month period prior to the Effective Date, the Company shall notify Harris of such determination and request that Harris so increase or enhance the manner, amount or quality, as the case may be, of such Service. Following the receipt of such notification and request, Harris shall consider in good faith such request by the Company to provide such incremental services; *provided*, *however*, that this Section 1.04 shall in no way modify or increase Harris' obligations under Section 1.03 and Harris shall have the sole right to determine the scope, terms and fees of such incremental services to the extent that Harris elects to increase or enhance the manner, amount or quality of any Service. If Harris agrees to provide such incremental services, Schedule I to this Agreement shall be amended, without further action by any party hereto, to reflect such incremental services, the scope and terms thereof and the Service Fees therefor (such fees to be determined in accordance with Section 2.01 as if such incremental services had been included on Schedule I as of the date hereof).

(b) If Harris or any of its Affiliates are required to (i) modify, increase, alter, obtain or otherwise change any software, process, method, asset or system (for example, because previously shared hardware capacity must be duplicated) or staffing or (ii) enhance their facilities or training, in order to perform the Services pursuant to Section 1.02, then Harris shall obtain the Company's prior written approval of any additional cost or expense that Harris or any of its Affiliates expects to incur in connection with such increase or enhancement, and the Company shall pay any such additional cost or expense incurred by Harris or such Affiliate to provide such Services to the extent so approved by the Company, and if the Company does not approve such additional cost or expense, neither Harris nor any of its Affiliates shall have any obligation to provide the Services that require such increases for their respective performances.

Section 1.05 Disclaimer of Warranties. The Company acknowledges and agrees that Harris does not as part of its usual or regular conduct of business provide any or all of the Services, or any related services, on a commercial basis and that Harris does not warrant or

assume responsibility for its provision of any or all of the Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. HARRIS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, AVAILABILITY, RELIABILITY, SECURITY, PERFORMANCE OR ADEQUACY OF THE SERVICES, AND HARRIS MAKES NO EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS OR WARRANTIES, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NO ENCUMBRANCES, SYSTEM INTEGRATION, ACCURACY, WORKMANLIKE EFFORT AND WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND HARRIS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HARRIS OR THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HARRIS' OBLIGATIONS UNDER THIS AGREEMENT.

Section 1.06 Independent Contractor; Employees. The parties acknowledge and agree that each party is engaged in a business that is independent from that of the other party and that Harris shall perform the Services under this Agreement as an independent contractor with the sole right to supervise, manage, operate, control and direct the performance of the Services, including the right to designate which such resources Harris shall assign to perform any Service and the right to remove and replace any such resources at any time or, subject to Section 6.04(b), to designate a third party provider to perform such Service. Harris shall have and maintain exclusive control over all of its own employees, agents, subcontractors and operations as of the Effective Date. Harris shall be solely responsible for payment of compensation to its employees and for any injury to them in the course of their employment. Harris shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax Laws with respect to such employees. The Company shall have and maintain exclusive control over all of its own employees, agents, other contractors and operations as of the Effective Date. The Company shall be solely responsible for payment of compensation to its employees and for any injury to them in the course of their employment. The Company shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax Laws with respect to such employees. Harris has no authority (express, implied or apparent) to represent the Company as to any matters or to incur any obligations or liability on behalf of the Company, and Harris shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of the Company. The Company has no authority (express, implied or apparent) to represent Harris as to any matters or to incur any obligations or liability on behalf of Harris, and the Company shall not be, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Harris. No partnership, joint venture, association, alliance, syndicate, or other entity, or fiduciary, employee/employer, principal/agent or any relationship other than that of independent contractors is created hereby, expressly or by implication.

Section 1.07 Cooperation; Resources.

(a) Subject to the terms and conditions set forth in this Agreement, Harris and the Company shall use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. Such good faith cooperation shall include, subject to Section 5.01, (i) exchanging information reasonably requested by the other party (including such information reasonably requested in connection with any internal or external audit, whether in the United States or any other country); (ii) providing electronic access to data systems used in connection with the Services; (iii) performing true-ups and adjustments; and (iv) making available, as reasonably requested by the other party, timely decisions, approvals and acceptances, and obtaining all consents, licenses, sublicenses or approvals necessary or desirable in order to permit each party to perform its obligations under this Agreement in a timely and efficient manner. The Company shall use reasonable best efforts to provide information and documentation sufficient for Harris to satisfy its obligations under this Agreement. In connection with the Services, the Company shall make reasonably available for consultation with Harris those employees and consultants or other service providers of the Company reasonably necessary for the effective provision by Harris of such Services.

(b) In the event any cost is incurred by Harris or any of its Affiliates in connection with obtaining or soliciting the consent of any third party in accordance with Section 1.07(a), such cost shall be paid by the Company and the Company shall reimburse Harris or any of its Affiliates, as the case may be, upon receipt of an invoice from Harris or its Affiliates, as applicable, with respect to such costs.

Section 1.08 Information From the Company; No Duty of Verification. Harris shall not be liable for any impairment of any Service caused by its not receiving information, either timely or at all, or by its receiving inaccurate or incomplete information from the Company that is required or reasonably requested by Harris. In the absence of actual knowledge to the contrary, Harris shall not have any responsibility for verifying the correctness of any information given to it by or on behalf of the Company for the purpose of providing any Service.

Section 1.09 Exceptions to Harris' Obligation to Perform.

(a) Notwithstanding anything to the contrary contained in this Agreement, Harris shall not be required to provide such Service (i) to the extent the performance of such Service would require Harris to violate any applicable Law or would result in the breach of any contract or agreement due to a failure to obtain necessary consents, licenses, sublicenses, or approvals pursuant to Section 1.07; (ii) if Harris reasonably determines that providing such Service would result in a significant disruption of Harris' or any of its Affiliates' businesses or operations, would materially increase the scope of Harris' responsibilities under this Agreement, or would be impracticable; or (iii) if any such Service unreasonably inhibits any employee of Harris or any of its Affiliates from discharging his or her obligations to Harris or any of its Affiliates or places any employee of Harris or any of its Affiliates in a conflict of interest with respect to his or her employment with Harris or any of its Affiliates. If Harris reasonably determines that it is unable to provide any Service in accordance with the terms of this Agreement as a result of the circumstances set forth in subparagraphs (i) through (iii) above, the parties shall cooperate in good faith to determine the best alternative approach. Until such

alternative approach is found or the problem is otherwise resolved to the satisfaction of the parties, Harris shall use commercially reasonable efforts to provide a comparable service, or in the case of data systems, support the function to which the data system relates or permit the Company to have reasonable access to the data system so that the Company can support the function itself. In such case, the parties shall negotiate in good faith to determine the amounts to be paid for any such comparable service (such fees to be determined in accordance with Section 2.01, but including any out-of-pocket costs incurred by Harris in providing or arranging for such comparable service). To the extent that Harris provides any comparable services to the Company pursuant to this Section 1.09 and the fees for any such comparable service (as described in the immediately preceding sentence) exceed the Service Fee for the corresponding Service that Harris determined it was unable to provide pursuant to this Section 1.09, the parties shall share such excess amount equally.

(b) Notwithstanding anything to the contrary contained in this Agreement:

(i) if the Company elects to decommission, replace, modify or change its information technology or communications systems, networks, equipment, configurations, processes, procedures, practices or any other aspect of its business relationship relating to a Service in a manner that adversely affects Harris' ability to provide such Service as required hereunder, then Harris shall have no liability whatsoever with respect to the effectiveness or quality of such Service and shall be excused from performance of such Service until the Company mitigates the adverse effect of such change, and the Company shall be responsible for all direct expenses incurred by Harris in connection with the cessation and, if applicable, the resumption of such Service; and

(ii) Harris may suspend performance of any Service and the Company's access to information technology or communications systems used by Harris if, in Harris' reasonable judgment, the integrity, security or performance of such systems, or any data stored thereon, is being or is likely to be jeopardized by the activities of the Company, its employees, agents, representatives or contractors.

ARTICLE II
COST OF THE SERVICES

Section 2.01 Cost of the Services. In consideration of the provision of the Services, the Company shall pay to Harris, without set-off, a service fee for each such Service in the amount equal to (a) all internal costs allocated to the maximum extent reasonably practicable to the provision of such Service on a fully allocated basis consistent with current charges to the MCD Business, and (b) any additional out-of-pocket costs or expenses incurred by Harris in connection with the provision of such Service, including without limitation, payments or costs for an ongoing license, grant or provision of rights or services (all such fees with respect to each Service, the "**Service Fee**", and collectively for all Services, the "**Service Fees**"), in each case, with respect to the relevant payment period set forth on Schedule I. The Company shall not be obligated to pay for any individual Service that was properly terminated pursuant to Section 4.02 or Section 4.03 unless the Company knowingly accepts the benefits of such Services following any such termination. The Company will pay Harris the Service Fee relating to any terminated Service until the effective date of termination.

Section 2.02 Manner and Timing of Payments. All payments shall be made, without set-off, within thirty (30) days after receipt of an invoice therefor. Harris shall send invoices on a monthly basis for payments to be made under this Agreement. Such invoices shall specify in reasonable detail the costs and expenses to be reimbursed by the Company, and Harris shall provide such supporting detail as the Company may from time to time reasonably request. All payments made by the Company under this Agreement shall be by wire transfer of the payment amount to Harris' account identified in Exhibit A attached hereto or other account notified in writing by Harris to the Company, or if requested in writing by Harris, by check. All such payments shall be effective upon receipt. If payment on any invoice is not received as specified herein on the applicable date, such amount shall be subject to a late payment charge calculated at one percent (1%) per month from the due date until payment is made. If the Company disputes in good faith any portion of the amount due on any invoice, then the Company shall notify Harris in writing of the nature and basis of the dispute within 10 Business Days after the Company's receipt of such invoice. If no notification is provided to Harris in accordance with the immediately preceding sentence, the invoiced amount shall be deemed to be accurate and correct and shall not be subject to dispute or contest by the Company or any Affiliate thereof. In the event notification is so provided to Harris, the parties shall use their reasonable best efforts to resolve the dispute prior to the payment due date.

Section 2.03 Taxes. Unless the Company provides Harris with a proper tax exemption certificate, the Company shall be responsible for and pay all applicable taxes (including without limitation any sales or value added taxes) that may be imposed with respect to or in connection with the provision of the Services, except for income taxes imposed on Harris for payment received with respect to such Services. To the extent Harris pays or is required to pay any such taxes that are the responsibility of the Company in accordance with the preceding sentence, the Company shall reimburse and indemnify Harris with respect to all amounts (including without limitation attorneys fees and costs of investigation) incurred in connection with the provision of such Services.

Section 2.04 Access to Records. Harris shall keep reasonable books and records of all Services for the Company to verify all charges made by Harris under this Agreement and to comply with all applicable requirements of Law. Harris shall, upon the Company's reasonable request and at the Company's sole cost and expense, make such books and records available to the Company, upon reasonable notice and during normal business hours for the sole purpose of the Company's verifying any charges made by Harris hereunder or complying with any applicable requirement of Law. Nothing in this Section 2.04 or Section 4.05 shall require Harris to maintain its books and records relating to the Services provided to the Company under this Agreement indefinitely or in a manner, or for a length of time, inconsistent with the manner or length of time that it maintains its books and records with respect to its other businesses.

ARTICLE III
LIMITATION OF LIABILITY; INDEMNIFICATION

Section 3.01 Limitation of Liability. The Company agrees that none of Harris and its Affiliates and their respective, officers, directors, employees, stockholders, agents, representatives, successors and assigns (each, a "**Harris Indemnified Person**" and collectively, the "**Harris Indemnified Persons**") shall have any liability, whether direct or indirect, in

contract or tort or otherwise, to the Company or any of its Affiliates for or in connection with the Services provided or to be provided by any Harris Indemnified Person pursuant to this Agreement or any other services provided by any Harris Indemnified Person, the transactions contemplated by this Agreement, or any Harris Indemnified Person's actions or inactions in connection with any such Services, any such other services, or any such transactions, except for damages which have directly resulted from such Harris Indemnified Person's gross negligence or willful misconduct in connection with any such Services, other services, transactions, actions or inactions.

Section 3.02 Indemnification by the Company. The Company shall indemnify, defend and hold harmless each Harris Indemnified Person from and against all damages, claims, losses, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties and reasonable costs and expenses (collectively, "**Losses**"), and shall reimburse each Harris Indemnified Person for all reasonable expenses as they are incurred in investigating, preparing, pursuing, or defending any claim, action, proceeding, or investigation, whether or not in connection with pending or threatened litigation and whether or not any Harris Indemnified Person is a party (each, an "**Action**"), related to, arising out of, or in connection or associated with Services provided or to be provided by any Harris Indemnified Person pursuant to this Agreement or any other services provided by any Harris Indemnified Person, the transactions contemplated by this Agreement, or any Harris Indemnified Person's actions or inactions in connection with any such Services, any such other services, or any such transactions; *provided* that no Company Indemnified Person will be responsible for any damages of any Harris Indemnified Person that have directly resulted from such Harris Indemnified Person's gross negligence or willful misconduct in connection with any such Services, other services, transactions, actions, or inactions.

Section 3.03 Indemnification by Harris. Harris shall indemnify, defend and hold harmless the Company and its Affiliates and their respective, officers, directors, employees, stockholders, agents, representatives, successors and assigns (each, a "**Company Indemnified Person**" and collectively, the "**Company Indemnified Persons**") from and against all Losses, and shall reimburse each Company Indemnified Person for all reasonable expenses as they are incurred in investigating, preparing, pursuing or defending any Action, arising directly out of the gross negligence or willful misconduct of any Harris Indemnified Person in connection with the Services provided or to be provided pursuant to this Agreement.

Section 3.04 Indemnification Procedures. The indemnification procedures set forth in Section 12.2(b) and Section 12.4 of the Formation Agreement shall apply equally to any claims for indemnification brought pursuant to this Article 3.

Section 3.05 Maximum Liability; Limitation of Damages. Except to the extent such liability arises directly out of a Harris Indemnified Person's gross negligence or willful misconduct, the maximum aggregate liability of all Harris Indemnified Persons under or in connection with this Agreement, in any and all events, shall be limited in the aggregate to the Service Fees paid by the Company and actually received by Harris under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AT LAW OR IN EQUITY, IN NO EVENT SHALL ANY HARRIS INDEMNIFIED PERSON BE LIABLE FOR ANY LOSSES THAT ARE NOT REASONABLY FORESEEABLE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR

CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER LOSS) AS A RESULT OF OR ARISING FROM OR RELATING TO THIS AGREEMENT, THE PROVISION OF OR THE FAILURE TO PROVIDE THE SERVICES OR ANY OTHER SERVICES, THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE), STRICT LIABILITY, BREACH OF REPRESENTATION OR WARRANTY OR COVENANT, OR INDEMNIFICATION OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH HARRIS INDEMNIFIED PERSON KNEW OF OR WAS ADVISED AT THE TIME OF BREACH OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE COMPANY, ON BEHALF OF ITSELF AND EACH OTHER COMPANY INDEMNIFIED PERSON, HEREBY WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE THE COMPANY OR ANY SUCH COMPANY INDEMNIFIED PERSON OF AN ADEQUATE REMEDY.

ARTICLE IV
TERM AND TERMINATION

Section 4.01 Term. The term of this Agreement shall commence on the Effective Date and shall terminate with respect to each Service as set forth on Schedule I with respect to such Service; *provided* that this Agreement shall terminate with respect to all Services provided hereunder upon the earlier of (a) such time when all Services to be provided by Harris under this Agreement have been terminated (or the terms of which have expired) in accordance with the terms of this Agreement and (b) the one year anniversary of the Effective Date (the "**Term**"), unless this Agreement is terminated sooner in accordance with Section 4.02 or Section 4.03 or extended by mutual written agreement of the parties, which agreement shall set forth the length of the desired extension, the scope of the Services to be provided during such extension, and any fees relating to such Services, including any increase in such fees. Any termination or expiration of this Agreement with respect to any particular Service shall not terminate this Agreement with respect to any other Service provided under this Agreement. Notwithstanding any other provision of this Agreement, upon written notice received by Harris at least 30 days prior to the termination of the Information Technology Services set forth on Schedule I in accordance with this Agreement, Harris shall continue to provide such Information Technology Services that were provided to the Company immediately prior to such termination for an additional six (6) month period; *provided, however*, that Section 2.01 shall not apply during such six (6) month period and the parties shall negotiate in good faith to determine a commercially reasonable fee for such services during that period.

Section 4.02 Termination for Default. In the event: (a) the Company shall fail to pay for any or all Services in accordance with the terms of this Agreement (and such payment is not disputed by the Company in good faith in accordance with Section 2.02); (b) of any default by either party, in any material respect, in the due performance or observance by it of any of the other terms, covenants or agreements contained in this Agreement; or (c) either party shall

become or be adjudicated insolvent and/or bankrupt, or a receiver or trustee shall be appointed for either party or its property or a petition for reorganization or arrangement under any bankruptcy or insolvency Law shall be approved, or either party shall file a voluntary petition in bankruptcy or shall consent to the appointment of a receiver or trustee (in each such case, the "**Defaulting Party**"); then any non-Defaulting Party shall have the right, at its sole discretion, (i) in the case of a default under clause (c), to terminate immediately the applicable Service(s) and/or this Agreement and its participation with the Defaulting Party under this Agreement; and (ii) in the case of a default under clause (a) or (b), to terminate the applicable Service(s) and/or this Agreement and its participation with the Defaulting Party under this Agreement if the Defaulting Party has failed to (x) cure the default, within 30 days after receiving written notice of such default, or if the default (except for defaults as a result of failure to make payment) is such that it will take more than 30 days to cure, within an extended time period which shall be not longer than what is reasonably necessary to effect performance or compliance or (y) take substantial steps towards and diligently pursue the curing of the default.

Section 4.03 Termination by the Company. This Agreement may be terminated with respect to all Services by the Company prior to the end of the Term upon the expiration of the longer of (a) thirty (30) days' prior written notice to Harris or (b) the longest notice period applicable to any Service that has not been terminated or expired in accordance with this Agreement at the time of such termination. Any particular Service may be separately terminated by the Company upon the expiration of the longer of (a) thirty (30) days' prior written notice to Harris or (b) the required prior written notice to Harris as specified for such Service on Schedule I.

Section 4.04 Effect of Termination. Upon expiration or termination of this Agreement or of any Service provided hereunder, all rights and obligations of the parties shall cease under the Agreement with respect to all Services (in the case of a termination of the Agreement) or with respect to such Service (in the case of a termination of a particular Service), except as provided in Section 4.05 and except that the Company shall pay to Harris within thirty (30) calendar days of the expiration or termination of this Agreement or any Service, as the case may be, all amounts that are or that will become due and payable as a result of the provision of the Services pursuant to this Agreement in the manner set forth in Article 2. Upon notice of termination of this Agreement in accordance with its terms with respect to any Service for any reason or, in the event of expiration, for a reasonable period time prior to such expiration, Harris will reasonably cooperate, at the Company's expense, in order to minimize the disruption to the business of both parties and to effect an orderly transition and transfer of the responsibility for such Service(s) to the Company or to a third party designated by the Company, including the migration of the data described in Section 5.05 to the Company or its third party designee. Upon termination or expiration of this Agreement or any Service, as the case may be, each party, at the request of the other, shall return or destroy, at the option of the party in possession of such Confidential Information (as defined herein), all Confidential Information in its possession or control which belongs to the other party or any other information that contains or comprises the other party's information and to which the returning party does not retain rights hereunder (except one copy of which may be retained in such files for archival purposes). Notwithstanding anything to the contrary contained in this Agreement, upon expiration or termination of this Agreement, the Company shall no longer have any access to Harris' information, data, systems and other assets that are not Contributed Assets. If requested by the other party, an appropriate

officer of the party in possession of such information returned or destroyed pursuant to this paragraph will certify to the other party that all such information has been so delivered or destroyed.

Section 4.05 Survival. Notwithstanding anything in this Agreement to the contrary, (a) Article 2, Article 3, Section 4.04, Section 4.05, Article 5 and Article 6 shall survive the expiration or termination of this Agreement; and (b) the termination or expiration of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party for any liability or obligation incurred under this Agreement through the effective date of the termination or expiration; *provided, however*, that neither party shall be liable for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

ARTICLE V
CONFIDENTIALITY; OWNERSHIP OF DATA

Section 5.01 Definitions of Confidential Information, Disclosing Party and Recipient. "**Confidential Information**" shall mean any information of a party (the "**Disclosing Party**") or its customers designated as confidential and received or obtained by the other party (the "**Recipient**") as a result of the exercise of the Recipient's rights or the performance of the Recipient's obligations under this Agreement, and includes, without limitation, any business, marketing, technical and scientific information, trade secrets, processes, designs, data, formulae, plans, prototypes, software, source code, customer information and lists, research, business opportunities, agreements and other information related to or arising from the Services and which may be in any form or medium; *provided*, that any such information disclosed in non-written form shall be reduced to writing within thirty (30) days of its disclosure to the Recipient. In addition to the foregoing, Harris agrees that any information relating primarily to the operations or affairs of the MCD Business as such business is conducted by the Company following the Closing that is disclosed by the Company to Harris in the course of performing Services under this Agreement and that is or should be reasonably understood to be confidential or proprietary to the Company shall be "Confidential Information" of the Company under this Agreement, regardless of whether such information is designated as confidential or reduced to writing. Notwithstanding the foregoing, "Confidential Information" shall not include any information that (a) becomes generally available other than as a result of a breach of the provisions of this Article 5; (b) was received or becomes available on a nonconfidential basis to the Recipient from a source, other than the Disclosing Party or its customers, that to the Recipient's knowledge is not or was not bound to hold such information confidential, (c) was acquired or developed independently by the Recipient without the use of the Disclosing Party's Confidential Information and without violating this Article 5 or any other confidentiality agreement with the Disclosing Party; or (d) is approved in writing for release or disclosure to the public by the Disclosing Party.

Section 5.02 Use and Disclosure Limitations. Except pursuant to Section 5.03, unless instructed otherwise by the Disclosing Party in writing, any Confidential Information received or obtained by the Recipient as a result of the exercise of its rights or the performance of its obligations under this Agreement shall be kept in confidence and not be used for any purpose other than to provide or receive, as the case may be, the Services under this Agreement or

otherwise as required for the Recipient to perform its obligations under this Agreement and shall only be disclosed to others if the Recipient reasonably believes such disclosure is necessary or appropriate in the course of providing or receiving, as the case may be, such Services and only under obligations of confidence. The Recipient shall treat the Confidential Information of the Disclosing Party in the same manner as the Recipient treats and holds its own confidential information of a similar nature (in the case of Harris, such manner shall be determined only with respect to the commercial segment(s) of Harris' businesses), but in no case with less than a commercially reasonable standard of care.

Section 5.03 Disclosure Required by Law. In the event that disclosure of Confidential Information is compelled by judicial or administrative process or required by operation of Law, the Recipient will (a) if permitted by such process or Law, provide prompt written notice to the Disclosing Party and, at the Disclosing Party's cost and expense, assist the Disclosing Party in seeking a protective order or other similar remedy; (b) furnish only that portion of the Confidential Information that is, on the advice of its legal counsel, required to be disclosed pursuant to such process or Law; and (c) exercise reasonable efforts in good faith to ensure that confidential treatment is accorded to such disclosed Confidential Information.

Section 5.04 Relief. The Recipient agrees that unauthorized disclosure or use of the Confidential Information may cause irreparable harm and result in significant commercial damage to the Disclosing Party. The parties agree that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the covenants regarding Confidential Information, in addition to all other remedies available at law and in equity.

Section 5.05 Other Related Matters. With respect to any Service, the Company agrees that (i) all software, hardware or data store, procedures and materials provided to the Company by or on behalf of Harris in connection with such Service are solely for the use of the Company solely for purposes of using such Services during the Term (*provided* that benefits received by third parties in the ordinary course of business conducted with the Company shall not be subject to this Section 5.05); (ii) title to any software, hardware or data store or any other intellectual property or proprietary right of any kind used in performing such Service shall, as between the Company and Harris, remain in Harris; (iii) the Company shall not copy, modify, reverse engineer, decompile, distribute or in any way alter or make derivative works of any software, hardware or data store used in performing such Service without Harris' prior written consent; and (iv) the Company shall comply with any and all usage guidelines pertaining to any Service and provided by or on behalf of Harris, including without limitation, any and all usage guidelines pertaining to software, data, or other intellectual property or proprietary rights. Notwithstanding the foregoing, any assets acquired or purchased by the Company for its own account, shall not be subject to this Section 5.05. Except as expressly set forth in this Agreement, nothing in this Agreement or in the performance or use of the Services under this Agreement shall be deemed to transfer, assign or otherwise convey any rights, title or interests in or to any intellectual property or proprietary rights of one party to the other party. Nothing in this Article 5 shall be construed as obligating any party hereto to disclose its Confidential Information to any other party or person, or as granting to or conferring on any other party or person, expressly or by implication, any rights or license to the first party's Confidential Information; *provided* that the parties acknowledge that, in order to perform the Services, Harris shall have custody of and usage of

certain of the Company's Confidential Information and the Company hereby grants to Harris the right to do so in accordance with this Agreement. Harris agrees that all right, title and interest in and to all records, data, files, input materials, reports, forms and other data received, computed, used and/or stored pursuant to this Agreement which relate to the MCD Business as conducted by the Company after the Effective Date are the exclusive property of the Company.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Governing Law and Venue; Waiver of Jury Trial.

(a) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.06 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.01.

Section 6.02 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 6.03 Amendment; Waiver. Unless otherwise expressly provided herein, this Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

Section 6.04 Assignment.

(a) Except as provided in Section 6.04(b), no party may assign this Agreement or any rights, benefits, obligations or remedies hereunder without the prior written consent of the other party hereto, except that no such consent shall be required for a transfer by operation of Law in connection with a merger or consolidation of such party. Any attempt so to assign or to delegate any of the foregoing without such consent shall be void and of no effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and permitted assigns.

(b) Notwithstanding the limitation in Section 6.04(a), Harris may subcontract any function or Service to be performed by Harris under this Agreement to a third party service provider, to the extent that Harris is also using such third party service provider to perform such subcontracted function or Service for Harris or for any of Harris' Affiliates; *provided*, *however*, that such subcontracting shall not relieve Harris from any of its obligations to the Company under this Agreement; and *provided*, *further*, that upon the Company's written request and without prejudice to the Company's direct rights against any such third party service provider, Harris shall use commercially reasonable efforts to pursue any warranty or indemnity under any agreement Harris may have with such a third party service provider on the Company's behalf and at the Company's request with respect to any Service provided to the Company by such third party service provider and the Company shall reimburse Harris for all reasonable out-of-pocket costs incurred by Harris in connection with pursuing any such warranty or indemnity.

Section 6.05 No Third-Party Beneficiaries. Except for the indemnification rights under Article 3 of this Agreement, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

Section 6.06 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

if to the Company:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one (1) Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with a nationally-recognized overnight courier, if sent by nationally-recognized overnight courier.

Section 6.07 Entire Agreement; Controlling Provisions. This Agreement and any Schedules and Exhibits attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party. If there is any conflict or

inconsistency between the terms and conditions set forth in the main body of this Agreement and any of the Exhibits to this Agreement, the provisions of the Exhibits shall control with respect to the rights and obligations of the parties regarding the Services. If there is any conflict or inconsistency between the terms and conditions of this Agreement and the Formation Agreement, the provisions of this Agreement shall control solely with respect to the rights and obligations of the parties regarding the Services.

Section 6.08 Headings. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

Section 6.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

Section 6.10 Construction. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. The parties and their respective counsel have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The following provisions shall be applied wherever appropriate herein: (a) “herein,” “hereby,” “hereunder,” “hereof” and other equivalent words shall refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which any such word is used; (b) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural; (c) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders; (d) all accounting terms not specifically defined herein shall be construed in accordance with GAAP; (e) any references herein to a particular Section, Article, Exhibit or Schedule means a Section or Article of, or an Exhibit or Schedule to, this Agreement unless another agreement is specified; and (f) the Exhibits and Schedules attached hereto are incorporated herein by reference and shall be considered part of this Agreement.

Section 6.11 Management of Enforcement by the Company. Harris agrees that a majority of the Class A Directors (as defined in the Investor Agreement) shall have the sole and exclusive right to exercise and enforce any rights under this Agreement which the Company or any of its Subsidiaries are entitled to enforce against Harris after the Closing. In addition, any amendment to or waiver of the terms of this Agreement by the Company in accordance with Section 6.03 shall require the approval of a majority of the Class A Directors.

Section 6.12 Effectiveness. This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party.

Section 6.13 Fees. In any action or proceeding related to or arising out of the enforcement of, or defense against, any provision of this Agreement, the non-prevailing party in such action or proceeding shall pay, and the prevailing party shall be entitled to, all reasonable out-of-pocket costs and expenses (including reasonable attorneys’ fees) of the prevailing party incurred in connection with such action or proceeding.

Section 6.14 Force Majeure. Neither party hereto shall be liable in any matter for failure or delay of performance of all or part of this Agreement (other than payment obligations), directly or indirectly, owing to any acts of God; acts, orders, restrictions or interventions of any civil, military or government authority; wars (declared or undeclared); hostilities; invasions; revolutions; rebellions; insurrections; terrorist acts; sabotages; embargoes; epidemics; strikes or other labor disturbances; civil disturbances; riots; fires; floods; storms; explosions; earthquakes; nuclear accidents; power or other utility failures; disruptions or other failures in internet and/or other telecommunication lines, networks and backbones; delay in transportation; loss or destruction of property; changes in Laws, or any other causes or circumstances, in each case to the extent beyond the reasonable control of such party (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the party whose performance is prevented or delayed shall provide written notice to the other party, and the parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such Force Majeure Event.

Section 6.15 Compliance with Law. Each party shall comply with applicable requirements of Law applicable to its activities in connection with this Agreement (including, without limitation, import and export control).

Section 6.16 No Set-Off. The obligations of the parties under this Agreement shall not be subject to set-off for non-performance or any monetary or non-monetary claim by any party or any of their respective Affiliates under any other agreement between the parties or any of their respective Affiliates.

Section 6.17 Future Litigation and Other Proceedings. In the event that the Company (or any of its officers or directors) or Harris (or any of its officers or directors) at any time after the date hereof initiates or becomes subject to any litigation or other proceedings before any governmental authority or arbitration panel with respect to which the parties have no prior agreements (as to indemnification or otherwise), the party (and its officers and directors) that has not initiated and is not subject to such litigation or other proceedings shall comply, at the other party's expense, with any reasonable requests by the other party for assistance in connection with such litigation or other proceedings (including by way of provision of information and making available of employees as witnesses). In the event that the Company (or any of its officers or directors) and Harris (or any of its officers or directors) at any time after the date hereof initiate or become subject to any litigation or other proceedings before any governmental authority or arbitration panel with respect to which the parties have no prior agreements (as to indemnification or otherwise), each party (and its officers and directors) shall, at its own expense, coordinate its strategies and actions with respect to such litigation or other proceedings to the extent such coordination would not be detrimental to its interests and shall comply, at the expense of the requesting party, with any reasonable requests of the requesting party for assistance in connection therewith (including by way of provision of information and making available of employees as witnesses).

Section 6.18 Facilities and Systems Security. If either party or its personnel will be given access to the other party's facilities, premises, equipment or systems, such party will comply with all such other party's written security policies, procedures and requirements made available by each party to the other, and will not tamper with, compromise, or circumvent any security or audit measures employed by such other party. Each party shall use its reasonable best efforts to ensure that only those of its personnel who are specifically authorized to have access to the facilities, premises, equipment or systems of the other party gain such access, and to prevent unauthorized access, use, destruction, alteration or loss in connection with such access.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized respective representatives to execute this Agreement as of the Effective Date first set forth above.

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

[Signature Page to the Transition Service Agreement]

SCHEDULE I

Services

[omitted]

EXHIBIT A

WIRE TRANSFER INSTRUCTIONS

[omitted]

EXHIBIT 10.8

WARRANT ASSUMPTION AGREEMENT

THIS WARRANT ASSUMPTION AGREEMENT (the "Assumption Agreement") dated as of January 26, 2007, by and between HARRIS STRATEX NETWORKS, INC., a corporation incorporated in the State of Delaware ("Newco"), and STRATEX NETWORKS, INC., a corporation incorporated in the State of Delaware ("Stratex"), is made and delivered pursuant to Section 6 of those certain Warrants to Purchase Common Stock of Stratex (the "Warrants") issued in connection with the Purchase Agreement dated as of September 21, 2004 by and between Stratex and certain Investors listed in Schedule I attached thereto. All capitalized terms used in this Assumption Agreement and not otherwise defined herein shall have the meanings assigned to them in the Warrants.

Pursuant to an Amended and Restated Formation, Contribution and Merger Agreement, dated December 18, 2006, among Harris Corporation, Stratex, Newco and Stratex Merger Corp., as amended by that certain letter agreement, dated January 26, 2007 (the "Combination Agreement"), among the parties thereto, Stratex will merge into a wholly-owned subsidiary of Newco (the "Merger"). In the Merger, each outstanding share, par value $0.01 per share, of Stratex Common Stock (the "Stratex Common Stock") will be converted into one-fourth of a share, par value $0.01 per share, of Class A Common Stock of Newco (the "Class A Common Stock"). Under the terms of the Combination Agreement, Newco has agreed to enter into this Assumption Agreement pursuant to which it will assume Stratex's obligations under the Warrants.

Effective upon the effective time of the Merger,

(i) Stratex shall be released from its obligations under the Warrants.

(ii) Newco hereby assumes the obligations of Stratex under the Warrants and agrees that it shall be the "Company" for all purposes of the Warrants. Without limiting the foregoing, the undersigned hereby agrees to perform all of the obligations of the Company under, and to be bound in all respects by the terms of, the Warrants, to the same extent and with the same force and effect as if the undersigned were an original signatory thereto. At the effective time of the Merger, pursuant to the terms and subject to the conditions contained in the Warrants, each Warrant shall automatically become exercisable for that number of shares of Class A Common Stock equal to one-fourth of the number of shares of Stratex Common Stock issuable upon exercise of such Warrant immediately prior to the effective time of the Merger at an exercise price per share of Class A Common Stock equal to four (4) times the exercise price of such Warrant per share of Stratex Common Stock immediately prior to the effective time of the Merger, or $11.80 per share of Class A Common Stock.

Upon the execution and delivery of this Assumption Agreement by Stratex and Newco, the terms of the Warrants shall be supplemented in accordance herewith, and this Assumption Agreement shall form a part of the terms of the Warrants for all purposes, and every Registered Holder of a Warrant heretofore countersigned and delivered shall be bound hereby.

Except as expressly amended and supplemented hereby, the terms of the Warrants are in all respects ratified and confirmed and all terms, conditions and provisions of the Warrants shall remain in full force and effect.

This Assumption Agreement is an agreement supplemental to and in implementation of the terms of the Warrants, and the terms of the Warrants, and this Assumption Agreement shall be read and construed together.

Any notice or demand authorized or permitted by the terms of the Warrants to be given or made by the Registered Holder of any Warrants to or on Newco shall be sufficiently given or made when and if deposited in the mail, first class or registered, postage prepaid, addressed (until another address is provided to the Registered Holders in writing by Newco), as follows:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: General Counsel
fax: (919) 767-3233

All covenants and agreements in this Assumption Agreement by Newco shall bind and incur to the benefit of its successors and assigns, whether so expressed or not.

This Assumption Agreement shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the internal laws of said state. The parties hereto irrevocably consent to the jurisdiction of the courts of the state of New York and any federal court located in such state in connection with any action, suit or proceeding arising out of or relating to this Assumption Agreement.

Nothing in this Assumption Agreement shall be construed to give to any person other than Newco, Stratex and the Registered Holders of the Warrants any legal or equitable right, remedy or claim under this Assumption Agreement; but this Assumption Agreement shall be for the sole and exclusive benefit of Newco, Stratex and the Registered Holders of the Warrants.

This Assumption Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assumption Agreement, as of the date first above written.

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

STRATEX NETWORKS, INC.

By: /s/ Carl A. Thomsen
Name: Carl A. Thomsen
Title: Senior Vice President and Chief Financial Officer

EXHIBIT 10.9

NETBOSS SERVICE AGREEMENT

Between

HARRIS CORPORATION

and

HARRIS STRATEX NETWORKS, INC.

Dated: January 26, 2007

NETBOSS SERVICE AGREEMENT

NETBOSS SERVICE AGREEMENT (this "Agreement"), dated as of January 26, 2007, between HARRIS CORPORATION, a Delaware corporation ("Harris"), and HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "Company").

WHEREAS, Harris, the Company, Stratex Networks, Inc., a Delaware corporation ("Stratex"), and Stratex Merger Corp., a Delaware Corporation and wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006, as amended by that certain letter agreement, dated January 26, 2007 (the "Formation Agreement"), among parties thereto, pursuant to which the Company was formed to acquire Stratex pursuant to the Merger (as defined in the Formation Agreement) and to receive the Contributed Assets from Harris in the Contribution Transaction (as defined in the Formation Agreement), in each case on the terms and subject to the conditions set forth in the Formation Agreement; and

WHEREAS, Harris and Stratex would not have entered into the Formation Agreement without the undertakings contained in this Agreement and the execution and delivery of this Agreement is a condition to closing under the Formation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in the Agreements the parties agree as follows:

Section 1. Certain Definitions. All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Formation Agreement. In addition, the following terms shall have the meanings specified below:

"Affiliate" shall have the meaning assigned to such term by Rule 405 under the Securities Act; *provided, however,* that neither the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of Harris or any of its other Subsidiaries.

"Subsidiary" means, with respect to any Person, (i) any corporation more than 50% of the outstanding Voting Power of which is owned, directly or indirectly, by such Person, any of its other Subsidiaries or any combination thereof or (ii) any Person other than a corporation in which such Person, any of its other Subsidiaries or any combination thereof has, directly or indirectly, majority economic ownership or the power to direct or cause the direction of the policies, management and affairs thereof; *provided*, *however*, that notwithstanding the foregoing neither the Company nor any of its Subsidiaries shall be deemed to be a Subsidiary of Harris or any of its other Subsidiaries for purposes of this Agreement.

Section 2. Assignment. As of the Effective Time, pursuant to the terms and conditions of this Agreement, Harris hereby sells, assigns, transfers, conveys and delivers to the Company all of Harris' and any of its Subsidiaries' right, title and interest in and to the arrangements identified on Schedule A to this Agreement (the "Assigned Contracts") to the extent such rights, title and interests in and to such Assigned Contracts arise out of the provision of goods and services relating to any NetBoss® integrated communications network management platform to any Affiliate of Harris or any of its Subsidiaries (the "Assignment").

Section 3. Assumption. As of the Effective Time, pursuant to the terms and conditions of this Agreement, the Company hereby accepts the Assignment and assumes and agrees to pay, honor, perform and discharge when due all of the obligations that otherwise would be provided by Harris or one of its Subsidiaries under the Assigned Contracts (the "Assumed Liabilities") arising out of or resulting from the provision of goods and services relating to any NetBoss® integrated communications network management platform to any Affiliate of Harris or any of its Subsidiaries.

Section 4. Payment for Goods and Services. Harris shall (or shall cause one of its Subsidiaries to) pay to the Company promptly when due any amounts owed to the Company in connection with the provision of goods and services relating to any NetBoss® integrated communications network management platform to any Affiliate of Harris or any of its Subsidiaries pursuant to and, in accordance with, the Assigned Contracts.

Section 5. No Representations and Warranties. Neither Harris nor the Company make any representation or warranty, whether express or implied, in this Agreement with respect to the Assumed Contracts or the Assumed Liabilities. Nothing contained in this Section 5 shall limit any representation or warranty contained in the Formation Agreement or any Ancillary Agreement other than this Agreement.

Section 6. Further Actions. Harris and the Company shall execute or cause to be delivered to the other party such instruments and other documents, and shall take such other actions, as the other party may reasonably request after the date hereof, for the purpose of carrying out or evidencing the Assignment or the acceptance of the Assumed Liabilities pursuant to this Agreement.

Section 7. NetBoss Services. (a) Subject to the terms and conditions of this Agreement, commencing on the Effective Date, Harris shall provide the following services to the Company in the manner, amount and quality substantially similar and consistent with the manner, amount and quality as was being provided by Harris to the MCD Business during the six-month period immediately prior to the Closing Date:

(i) Teaming opportunities on future External Pursuits (as defined below), including the use of Harris' Network Operating Center ("NOC") to support the Company's existing or new RMS customers. For purposes of this Section 7, "RMS" means event management, network reporting and consulting services, and "External Pursuits" means any pursuit pursuant to which the Company's NetBoss business unit assumes or undertakes responsibilities in integration, installation or device configuration. In addition, the parties shall mutually agree on the timing and material price structure for any additional license fees, installation, integration services, report development and any customizations pertaining to any External Pursuits with new customers;

(ii) Provide "whitepapers" or marketing data sheets or similar documented reference material consistent with previous practice;

(iii) Showcase the NetBoss system used by Harris and host data center tours to potential Company customers subject to reasonable request during normal business hours and consistent with applicable security policies and procedures;

(iv) Provide Helpdesk support to the Company twenty-four hours a day and seven days each week in connection with telephone calls from the Company's external clients at no cost; provided, however, to the extent the number of trouble tickets issued exceeds 300 per month for two consecutive months, then the parties shall negotiate a rate for those trouble tickets issued in excess of 300 per month (the "Excess Amount"), and Harris shall have no obligation to provide support with respect to the Excess Amount until such agreement is reached; and

(v) Provide technical support and/or consultation for any new NetBoss products being developed by participating in alpha or beta site testing for which Harris can reasonably be expected to use such products.

(b) Subject to the terms and conditions of this Agreement, on or after the Effective Date, the Company shall provide the following rights and services to Harris:

(i) A non-exclusive license to use internally in accordance with the Company's standard license terms, (x) any NetBoss software (including, without limitation, any smart agents or applications) or third-party software (but only to the extent the Company is able to grant such rights with respect to third-party software) that is not contemplated by Section 2.02 or Section 4.03 of the Intellectual Property Agreement, dated as of the date hereof, entered into by Harris and the Company or any NetBoss maintenance/support services after the Effective Date, including without limitation future updates, upgrades, patches and fixes as further described in the attached NetBoss Maintenance Agreement, a copy of which is attached hereto as Schedule B, in each case at the Company's cost;

(ii) The right to use at no cost any new NetBoss products (other than software products as contemplated in (b)(i) above) developed by the Company after the Effective Date, but only to the extent that such new products are used internally by Harris;

(iii) Access to professional services of integrators and program managers at rates consistent with previous practice with such rates to be reviewed on a calendar year basis for consistency with market rates;

(iv) NetBoss training classes based on seat availability and a mutually agreed schedule and location at no cost to Harris; and

(v) The right to expand Harris' internal use of the NetBoss software at no additional cost. For purposes of this Section 7(b), "internal" means any use by (i) Harris, its divisions, business units and any business entity of which Harris is at least 51% owner of the voting rights, or beneficial interests in capital, (ii) any existing Harris customer, responsibilities under which are not assigned to the Company, and in connection with products or services being provided by Harris to such customer, (iii) any use of the NetBoss software by Harris, including without limitation, the use by the divisions, business units or headquarters where such use is in support of a customer and managed on a Harris-managed asset or a similar Harris-internal environment and (iv) any Harris division customer in connection with products or services being provided by Harris to such customer.

The parties shall negotiate a mutually acceptable fee structure to be able to continue NetBoss licenses or services for any divested subsidiary, division, or business unit.

Notwithstanding anything to the contrary herein, the term for the services and rights provided in this Section 7 shall commence on the Effective Date and continue for eighteen (18) months and shall thereafter be automatically renewed for a successive eighteen (18) month period (each, a "Successive Period") and at the end of each Successive Period for another Successive Period; provided, however, that during any Successive Period, this Agreement may be terminated by either party with ninety (90) days' notice. Notwithstanding any termination pursuant to the immediately preceding sentence, Harris' license rights to the then licensed NetBoss software as well as Harris' right to expand internal use of such NetBoss software shall survive.

Section 8. Governing Law and Venue; Waiver Of Jury Trial. (a) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (collectively, the "Delaware Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or

is not maintainable in any Delaware Court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in any Delaware Court; *provided*, *however*, that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any Delaware Court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any

Delaware Court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 13 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

Section 9. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 10. Amendment. The terms of this Agreement can only be changed, modified, released or discharged pursuant to a written agreement executed by each of the parties hereto. No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

Section 11. Binding Effect; Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns, but may not be assigned by one party without the prior written consent of the other parties. Any attempted assignment that does not comply with this Section 9 shall be void ab initio.

Section 12. No Third-Party Beneficiaries. This Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

Section 13. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Scott T. Mikuen
fax: (321) 727-9222

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
fax: (212) 558-3588
Attention: Duncan C. McCurrach

if to the Company:

Harris Stratex Networks, Inc.
120 Rose Orchard Way
San Jose, CA 95134
Attn: General Counsel
fax: (408) 944-1770

with a copy to (which shall not constitute notice):

Harris Stratex Networks, Inc.
NetBoss Business Unit
1025 West NASA Blvd., Mailstop C-41A
Melbourne, FL 32919
Fax: (321) 674-2947
Attention: Andy Rollins, Contracts Manager

Section 14. Entire Agreement; Controlling Provisions. This Agreement and any Schedules attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party.

Section 15. Headings. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

Section 17. Construction. This Agreement has been negotiated by the parties and their respective counsel in good faith and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party. Time shall be of the essence of this Agreement.

Section 18. Effectiveness. This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties as of the date first above written.

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

HARRIS STRATEX CORPORATION

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

SCHEDULE A

Assumed Contracts

[omitted]

SCHEDULE B

NetBoss Maintenance Agreement

[omitted]

EXHIBIT 10.10

AGREEMENT OF LEASE ENTERED INTO IN THE CITY OF MONTREAL, IN THE PROVINCE OF QUEBEC ON JANUARY TWENTY-SIX (26), TWO THOUSAND AND SEVEN (2007) (the "**Lease**")

BETWEEN: **HARRIS CANADA, INC.**, a legal person, constituted according to laws, having its head office and principal place of business at 3 Hotel de Ville Dollard des Ormeaux, in the City of Montreal, Province of Quebec H9B 3G4, herein acting through and represented by Eugene Cavallucci, its representative, duly authorized as he so declares,

(Hereinafter referred as the "**Landlord**")

AND: **HARRIS STRATEX NETWORKS CANADA ULC**, a legal person, constituted according to laws, having its head office and principal place of business at 3 Hotel de Ville Dollard des Ormeaux, in the City of Montreal, Province of Quebec H9B 3G4, herein acting through and represented by Guy Campbell, its representative, duly authorized as he so declares,

(Hereinafter referred as the "**Tenant**")

WHEREAS the Landlord owns by good and valid titles all the machinery, equipment and other assets shown in the Landlord's Hyperion account number 857000, including the machinery, equipment and other assets described in Schedule A hereto (the "**Leased Assets**");

WHEREAS the Tenant wishes to lease the Leased Assets from the Landlord;

THE PARTIES agree to the present agreement to lease.

1. **DESCRIPTION OF LEASED ASSETS**

1.1 The Landlord in consideration of the rent, covenants and agreements hereafter contained on the part of the Tenant to be paid, kept and performed, hereby leases to the Tenant and the Tenant does hereby lease from the Landlord the Leased Assets.

1.2 The Tenant represents that it has examined and viewed the Leased Assets and declares being satisfied therewith and accepts same in their present condition.

1.3 The Landlord represents and warrants to the Tenant that it owns the Leased Assets by good and valid titles.

2. **LOCATION OF LEASED ASSETS**

The Leased Assets are located at 3 Hôtel de Ville, Borough of Dollard des Ormeaux, City of Montreal, Province of Quebec H9B 3G4, which immovable belongs to MFC Insurance Company Limited by virtue of a deed of transfer from The Maritime Life Assurance Company dated December 21, 2004 and registered in the land registry office of Montreal on December 29, 2004 under number 11986204 (the "**Property**").

3. **USE OF LEASED ASSETS**

The Leased Assets shall be used solely for the purpose of Tenant's manufacturing and research and for no other purpose.

4. **TERM OF THE LEASE**

4.1 The term of this Lease shall be for a period of five (5) years and shall commence on January 26, 2007 and terminate on the 26th day of January 2012, unless sooner terminated under

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

the provisions hereof including those of Clause 20 hereof entitled “Option to Purchase”. If, at the termination of the Lease in respect of all the Leased Assets, the sum of (a) the aggregate rental payments made or due and payable by the Tenant, plus (b) the aggregate option price, if any, paid by the Tenant (excluding any additional option price paid in respect of Disposed Leased Assets) (such sum, the “Aggregate Payment Amount”), exceeds $7,313,000 (USD) (*i.e.*, one hundred and three percent (103%) of $7,100,000 (USD)), the Landlord shall pay the difference between the Aggregate Payment Amount and $7,313,000 (USD) to the Tenant no later than five business days following such termination. If, at the termination of the Lease in respect of all Leased Assets, the Aggregate Payment Amount made or due and payable by the Tenant are less than $7,313,000 (USD), the Tenant shall pay the difference between the Aggregate Payment Amount and $7,313,000 (USD) to the Landlord no later than five business days following such termination. Any currency conversions necessary to determine the amount owed pursuant to this Clause 4 shall be reasonably determined by the parties using the relevant prevailing exchange rate applicable at the time of each underlying payment.

4.2 Subject to Clause 20 of this Lease, this Lease shall terminate *ipso facto* and without notice or demand on the date stated in this Clause 4 and any continued use of the Leased Assets shall not have the effect of extending the term or of renewing the present Lease for any period of time, the whole notwithstanding any provisions of law and the Tenant shall be presumed to use the Leased Assets against the will of the Landlord who shall thereupon be entitled to make use of any and all remedies provided by law for the expulsion of the Tenant and for damages, provided, however, that the Landlord shall have the right at its option in the event of such continued use/utilization by the Tenant to give to the Tenant at any time written notice that the Tenant may continue to use/utilize the Leased Assets under a tenancy from month to month in consideration of a rental equal to that provided in Clause 5 hereof plus fifty per cent (50%) thereof plus all other sums payable as additional rental hereunder, payable monthly and in advance and otherwise under the same terms and conditions as are herein set forth.

5. **RENT**

5.1 The Tenant covenants and agrees to pay to the Landlord for each financial year of the Landlord during the term of this Lease, in lawful money of Canada without deduction, abatement, counter-claim, compensation, or set off, the sum of rent for renting the Leased Assets equal to one hundred and three percent (103%) of the Landlord’s annual depreciation of the Leased Assets determined in accordance with the US GAAP for the corresponding year, plus applicable taxes. Such rents shall be payable quarterly in advance, commencing on the date hereof and thereafter on the first business day of each following quarter during for the term of this Lease.

6. **TENANT’S TAXES**

6.1 The Tenant will during the term of this Lease pay and discharge all license fees, public utility charges, water taxes, surtaxes, sewer rates, business taxes and other charges, that may be levied and/or charged against the Leased Assets and every tax, surtax, assessment and license fee in respect of any business carried on with respect to any of the Leased Assets by the Tenant (and any of its assignees or subtenants) whether such license fees, charges, rates, assessments, taxes and/or surtaxes are levied and/or charged by a municipal, parliamentary, school or any other body of competent jurisdiction and will indemnify the Landlord from payment of all costs, charges and expenses occasioned by such license fees, charges, rates, assessments, taxes and surtaxes.

6.2 The Tenant shall be liable for and pay to the Landlord an amount equal to any and all goods and service taxes, sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Landlord with respect to any rent or any other sums payable by the Tenant to the Landlord.

6.3 All newly implemented taxes, rates and assessments which result from the abolition, replacement of or addition to the Tenant’s taxes and other charges or taxes mentioned in this Clause 6 shall be paid by the Tenant whether or not such taxes, rates, assessments and/or charges, surtaxes are levied and/or charged to the Landlord.

6.4 Should any law or regulation of any competent authority decree that the Landlord must pay a certain tax normally paid by the Tenant, or should the method of collection of certain taxes be altered to render the Landlord responsible rather than the Tenant, then the Tenant shall reimburse the Landlord for any sum claimed from the Landlord by the competent authorities.

6.5 Notwithstanding the foregoing provisions of this Clause 6, as between the Tenant and the Landlord, the Tenant shall not be responsible for bearing any incremental net tax expense in respect of the Leased Assets in excess of the net tax expense the Tenant would have incurred had the Tenant owned the Leased Assets commencing as of the commencement date of this Lease, and the Landlord shall reimburse the Tenant for any such excess net tax expense.

7. **TENANT'S INSURANCE**

7.1 The Tenant covenants that nothing will be done or omitted by the Tenant whereby any insurance policy may be canceled or the Leased Assets rendered uninsurable.

7.2 The Tenant shall, at its own expense, during the term of this Lease, take out and keep in force comprehensive public liability and property damage insurance for the mutual benefit of the Landlord and the Tenant against all claims for personal injury, death, or property damage no matter how occurring about the Leased Assets to a limit, per any one occurrence or claim, not less than the limit, per any one occurrence or claim, under Landlord's comparable insurance policy covering the Leased Assets in effect prior to the commencement of the term of the Lease.

7.3 The Tenant renounces any claim to any indemnity or diminution of rent for such damages to or loss, theft, or destruction of Tenant's property. If any portion of the Leased Assets is damaged or destroyed as a result of a break-in attempt in the Property, the Tenant's insurance policies shall be called in to cover Landlord's claim and the Tenant to be responsible for any deductible.

7.4 Certificates of such insurance shall be delivered to the Landlord as well as evidence of renewal or replacement if any at least thirty (30) days prior to the date fixed for cancellation or expiration of any policies. The Tenant shall not alter this policy through any endorsement without the prior written consent of the Landlord. Failing so the Landlord may, if it chooses, without any demand, notice or advice whatsoever, renew or replace such policy or policies at the Tenant's expense without any prejudice to any other rights and recourses of the Landlord herein or by law provided, through any insurance broker or insurance company of its choice.

7.5 Such insurance shall be contracted with insurers and in conformity with terms satisfactory to the Landlord and pursuant to which the Landlord shall be designated as an additional insured on the general liability insurance policy.

7.6 The Tenant hereby agrees and understands that the placing of such insurance shall in no way relieve the Tenant from any obligation assumed under this Lease.

7.7 The Tenant shall obtain from the insurers under such policies, undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation or expiration thereof. Should the Tenant fail to contract or maintain the insurance required by the present Lease, or should the Tenant fail to provide the insurance certificates to the Landlord, the Landlord may after providing Tenant notice of deficiency and ten (10) days to correct same, from time to time, contract insurance policies, for the Tenant's or for its own benefit or for both their benefits, for a period which the Landlord deems appropriate; all premiums paid by the Landlord may be recovered from the Tenant, on demand, as additional rent.

8. **TENANT'S MAINTENANCE AND REPAIRS**

8.1 The Tenant at its own expense, shall use, maintain and keep the Leased Assets in such good order and condition, as they would be kept by a careful owner, and shall promptly make all needed repairs and replacements to the Leased Assets which a careful owner would make, subject to wear and tear. The Tenant will use the Leased Assets with prudence and diligence and will keep the Leased Assets and all improvements thereon in the same or better condition than as on the date hereof, normal wear and tear excepted.

8.2 The Tenant undertakes to obtain and pay for such maintenance, repair and replacement service and/or insurance contracts as may be available from firms approved by the Landlord (such approval not to be unreasonably withheld), with respect to the maintenance, repair and replacement of the Leased Assets, the whole without prejudice to the other obligations of the Tenant with respect to such equipment. The Tenant shall forward to the Landlord copies of such contracts and evidence of renewals thereof during the continuance of this Lease.

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

8.3 The Tenant may make such alterations to the Leased Assets as it deems necessary or advisable so long as the fair market value of the Leased Assets so altered is not materially reduced as a result of such alterations.

9. **INSPECTION**

9.1 The Landlord and its agents shall have the right, at all reasonable times, and upon reasonable prior written notice, except in the event of an emergency, during the term of this Lease to examine the condition of any of the Leased Assets and to ascertain whether the Tenant is performing its obligations, and the Tenant shall make any repairs, if the Tenant is responsible for same hereunder, which the Landlord deems necessary, acting reasonably, as a result of such examination. If the Tenant fails to make any such repairs within thirty (30) days after notice from the Landlord requesting the Tenant to do so, provided that such repairs may reasonably be made within the said period, the Landlord may without prejudice to any other rights or remedies it may have, make such repairs and charge the cost to the Tenant. Nothing in this Clause 9 shall be construed to obligate or require the Landlord to make any repairs. The Landlord shall have the right at any time to make any repairs deemed by the Landlord, acting reasonably, to be urgently required without notice to the Tenant and charge the cost thereof to the Tenant. Any costs chargeable to the Tenant hereunder shall be payable forthwith on demand as additional rent and shall bear interest at the prime rate of the Royal Bank of Canada plus FIVE percent (5%) per annum, compounded monthly from the date on which same were incurred until payment.

10. **RULES AND REGULATIONS**

10.1 The Tenant shall, at its own expense, promptly comply with the requirements of every applicable statute, law, by-law and ordinance and with every applicable lawful regulation or order with respect to the use of any of the Leased Assets by the Tenant. The Tenant shall comply with any applicable regulation, recommendation or order of the Canadian Fire Underwriters' Association, or any body having similar functions or of any liability or fire insurance company by which the Landlord and/or the Tenant may be insured.

10.2 The Tenant shall, from time to time at the request of the Landlord produce satisfactory evidence of all payments required to be made by the Tenant under this Lease.

11. **INDEMNIFICATION**

11.1 Notwithstanding any provision of law to the contrary and except as limited hereunder, the Landlord shall not be liable nor responsible for any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent or customer of the Tenant or any person for whom the Tenant is responsible at law or any person the Tenant allows or tolerates to use any of the Leased Assets.

11.2 There shall be no counter-claim, abatement from, reduction of or set off against the rent due hereunder for any reason whatsoever. The Tenant shall not be entitled to damages, costs, losses, or disbursements from the Landlord on account of fire, lightning, tempest or any similar peril.

11.3 The Tenant will indemnify the Landlord, its directors, officers, employees and agents and save them harmless from all loss, claims, actions, damages, liability and expenses in connection with damage to property or any other loss arising from this Lease, or any occurrence with respect to any of the Leased Assets.

12. **FAILURE OF THE TENANT TO PERFORM**

12.1 The Landlord and the Tenant agree that time is of the essence. In addition to any other circumstances where the Tenant is in default by operation of law, the mere fact that the Tenant shall not have fulfilled any obligation incumbent upon it under the terms hereof within the delay provided shall constitute the Tenant in default in accordance with the provisions of Articles 1594 and following of the Civil Code of Quebec or of any similar legislation. The failure of the Landlord to insist upon a strict performance of any of the agreements, terms, covenants and conditions of this Lease shall not be deemed a waiver of any rights of the Landlord.

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

12.2 Throughout the term of this Lease, it is the Tenant's sole responsibility to ensure that the rentals be received by the Landlord not later than the date provided for herein and if such payment is not received by the Landlord on or before such date it will be considered a late payment.

12.3 Without prejudice to all of the rights and recourses available to the Landlord, each of the following shall be considered an event of default under the terms of this Lease;

12.3.1 default in the payment of rent or additional rent or any other sum due under this Lease, as and when the same becomes due unless such default is cured within TEN (10) days of written notice to the Tenant. Upon the occurrence of THREE (3) or more instances of late payments by the Tenant, no further notice will be required in order for such default to be considered an event of default hereunder;

12.3.2 the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or files or makes or causes to be filed or made, as the case may be, any notice of intention to file a proposal, an assignment, a plan or arrangement with, to or in respect of, its creditors, or a receiver or a receiver manager or an interim receiver or a coordinator is appointed for all or a part of the property of the Tenant, or the Tenant or any coordinator, monitor, receiver manager, interim receiver or trustee in bankruptcy of or in respect of a Tenant, disaffirms, disclaims, repudiates, terminates or in any way modifies or attempts to disaffirm, disclaim, repudiate, terminate or modify this Lease or any of the terms or conditions hereof (including, without limitation, payment of rent), or steps are taken or proceedings are instituted for the dissolution, winding up or other termination of the Tenant's existence or the liquidation of its assets;

12.3.3 in the event that the Tenant shall be in default in observing any of its covenants contained in this Lease and/or performing any of its obligations contained in this Lease (other than a default in the payment of rent) and such default shall continue for TEN (10) days after written notice specifying such default shall have been given to the Tenant by the Landlord and Tenant shall have commenced all steps reasonably necessary to rectify said defaults and shall diligently pursue same, unless such default is incapable of being remedied with due diligence within such period of TEN (10) days, in which case the Tenant shall be entitled to such reasonable extension of time to enable such default to be remedied, the length of which shall be at the Landlord's discretion, acting reasonably, or within the limits of feasibility; or

12.3.4 any preliminary measure is taken or instituted for the exercise of secured or hypothecary rights against or in respect of this Lease, the Tenant or any of the Tenant's assets or property, including, without limitation, any preliminary measure taken or instituted by way of the sending of a notice of intention to enforce security pursuant to the Bankruptcy and Insolvency Act (Canada) or the filing and/or registration of a notice of intention to exercise a hypothecary right pursuant to the Civil Code of Quebec or any other legislation of similar effect.

12.4 An event of default shall also occur, should the Tenant fail to pay any taxes, insurance premiums, charges or debts, which it owes and has herein covenanted to pay. In such event, the Landlord may pay the same and shall be entitled to charge the sums so paid to the Tenant who shall pay them forthwith on demand, as additional rent and the Landlord, in addition to any other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as it might have taken for the recovery of rent in arrears under the terms of this Lease.

12.5 Notwithstanding any provision of law to the contrary, including, without restriction, Article 1595 of the *Civil Code of Québec*, or any other legislation of similar effect, upon the occurrence of any event of default, the full amount of the current month's rent and the rent for the next six (6) months shall immediately become due and payable as accelerated rent and, at the option of the Landlord, this Lease shall be *ipso facto* terminated without judicial proceedings and the Landlord, to the extent permitted by law, may immediately repossess the Leased Assets and remove all of them from the Property, sell or dispose of them as the Landlord considers

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

appropriate, or store them in a public warehouse or elsewhere at the cost of the Tenant, may where applicable draw upon the letter of credit or any replacement or renewal thereof, or appropriate the security deposit as provided in this Lease, all without service of notice, without legal proceedings and without liability for loss or damage and wholly without prejudice to the rights of the Landlord to recover arrears of rent or damages for any antecedent default by the Tenant of its obligations or agreements under this Lease or of any term or condition of this Lease, and wholly without prejudice to the rights of the Landlord to recover from the Tenant any and all damages sustained by the Landlord, including but not limiting to, loss of rent suffered by reason of this Lease having been prematurely terminated.

12.6 All arrears of rent and additional rent and any amount paid by the Landlord on behalf of the Tenant shall bear interest at the prime rate of the Royal Bank of Canada plus FIVE percent (5%) per annum payable and compounded monthly until paid in full by the Tenant to the Landlord. Should the monthly rentals be received late, a cumulative total of three (3) times, throughout the term of this Lease, then in addition to all the other recourses resulting from such default, the Tenant will be subject to an additional pre-determined service charge of one hundred dollars ($100.00) per occurrence of late payment for the mere delay in the performance of its obligations.

13. **SUBLEASE OR ASSIGNMENT**

13.1 The Tenant shall not sublet the Leased Assets or assign its rights in the present Lease without the consent of the Landlord which consent shall not be unreasonably withheld. The Tenant must submit to the Landlord a copy of the accepted offer to sublet or assign, and the Landlord shall have fifteen (15) days from receipt thereof to accept the subtenant or assignee or not to accept the said subtenant or assignee.

13.2 Subject to all conditions of this Clause 13 of the Lease, the Tenant shall be entitled to assign this Lease or sublet the Leased Assets in whole with the prior written consent of the Landlord which consent shall not be unreasonably withheld, to any Related Entity. "**Related Entity**" means an affiliate or subsidiary of the Tenant (as those terms are defined in the *Canada Business Corporations Act*), or a Successor. "**Successor**" means a purchaser of all or substantially all or a material part of the Tenant's business and any successor, in like fashion, to such Successor.

13.3 Notwithstanding such subletting and assignment and Article 1873 of the *Civil Code of Quebec* or any legislation of similar effect, the Tenant shall remain solidarily liable with such subtenant or assignee for the performance of all the terms and conditions of the present Lease during the term and any renewal or extension thereof without the benefit of division or discussion.

13.4 If there is at any time more than one Tenant or more than one person constituting the Tenant; their covenants shall be solidary between them and shall apply to each and everyone of them, without the benefit of division, discussion, subrogation, and the provisions of Article 1531 of the Civil Code of Quebec or any similar legislation.

14. **LANDLORD'S ASSIGNMENT**

14.1 The Landlord may assign its rights under this Lease to a lending institution as collateral security and in the event that such an assignment is given and executed by the Landlord and notification thereof is given to the Tenant by or on behalf of the Landlord, it is expressly agreed between the Landlord and the Tenant that this Lease shall not be canceled or modified for any reason whatsoever without the consent in writing of such lending institution.

14.2 This Lease and all rights of the Tenant hereunder shall be subject and subordinate at all times to any and all mortgages, hypothecs or trust deeds of hypothec, mortgage and pledge affecting the Leased Assets which have been executed or which may at any time hereafter be executed and any and all extensions and renewals thereof and substitutions therefor. The Tenant agrees to execute any instrument which the Landlord may deem necessary or desirable to evidence the subordination of this Lease to any or all such underlying leases, mortgages, hypothecs or trust deeds of hypothec, mortgage and pledge. However, the Tenant will be

required to subordinate the Lease only if such mortgagee or hypothecary creditor agrees to enter into a non-disturbance agreement in a form acceptable to the Tenant acting reasonably, whereby the mortgagee or hypothecary creditor accepts the attornment to the mortgagee or hypothecary creditor by the Tenant and permits the Tenant to remain in possession of the Leased Assets, as long as the Tenant is not in default hereunder.

14.3 The Tenant agrees to execute and deliver, at any time and from time to time, upon the request of the Landlord or of the landlord under any underlying lease or of the holder of any such mortgage, hypothec or trust deed of hypothec, mortgage and pledge, any instrument which may be necessary or appropriate to evidence such attornment.

14.4 The Tenant will upon request of the Landlord furnish to each creditor under a mortgage, hypothec or trust deed of hypothec, mortgage and pledge a written statement that this Lease is in full force and effect and that the Landlord has complied with all its obligations under this Lease and any other reasonable written statement, document or estoppel certificate requested by any such creditor and/or acquirer.

15. **DESTRUCTION OF LEASED ASSETS**

15.1 Provided, and it is hereby expressly agreed that if and whenever during the term hereby leased, or any renewal thereof, the Leased Assets shall be destroyed or damaged by fire, lightning or tempest, or any of the other perils required to be insured against under the provisions of this Lease, then and in every such event:

15.1.1 If the damage or destruction is such that the Leased Assets are rendered wholly or partially unfit for use or it is impossible or unsafe to use them and if in either event the damage in the opinion of the Landlord, notice of which is to be given to the Tenant within fifteen (15) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within sixty (60) days from the happening of such damage or destruction, then either the Landlord or the Tenant may within five (5) days next succeeding the giving of the aforementioned notice by the Landlord, terminate this Lease by giving to the other notice in writing of such termination, in which event this Lease and the term hereby leased shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage; in the event that neither the Landlord nor the Tenant so terminate this Lease, the Landlord shall repair the Leased Assets with all reasonable speed and the rent hereby reserved shall abate from the date of the happening of the damage until the damage shall be made good to the extent of enabling the Tenant to use the Leased Assets.

15.1.2 If the damage be such that the Leased Assets are wholly unfit for use, or if it is impossible or unsafe to use them, but, if in either event, the damage, in the opinion of the Landlord, can be repaired with reasonable diligence within sixty (60) days of the happening of such damage, the Landlord is to give notice of its decision to repair to the Tenant within fifteen (15) days from the happening of such damage and the rent hereby reserved shall abate from the date of the happening of such damage until the damage shall be made good to the extent of enabling the Tenant to use the Leased Assets and the Landlord shall repair the damage with all reasonable speed.

15.1.3 If, in the opinion of the Landlord, the damage can be made good, as aforesaid, within sixty (60) days of the happening of such destruction or damage and the damage is such that the Leased Assets are capable of being partially used for the purposes for which they are hereby leased, then until such damage has been repaired the rent shall abate in the proportion that the Leased Assets are rendered unfit for use bears to the whole of the Leased Assets and the Landlord shall repair the damage with all reasonable speed.

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

15.2 Should any mortgage creditor who may have an interest in any insurance proceeds refuse to permit the use of such proceeds for the repair, replacement, rebuilding and/or restoration as hereinabove provided and for the payment of amounts expended for such purposes, then the Landlord's obligation to repair or rebuild as provided for hereinabove shall cease and shall be null and void and the Lease shall be canceled effective as of the date of the damage, unless the Landlord, at the Landlord's sole option, chooses to repair and rebuild in which latter event, rent shall abate from the date of the happening of such damage, until the damage shall be made good to the extent of enabling the Tenant to use the Leased Assets.

16. **RELOCATION**

16.1 The Landlord will not relocate the Leased Assets.

17. **EXPIRATION OF LEASE**

17.1 The Tenant shall at the expiration or sooner termination of the term of this Lease peaceably surrender and yield the Leased Assets to the Landlord with all work, improvements and alterations which at any time during the term were made, in good repair and condition, without compensation.

17.2 The rights and obligations of the Landlord and the Tenant in respect of obligations which arose or existed prior to or at the expiry of the term or other termination of this Lease shall survive such expiry or other termination. In particular and without limitation, the expiry or other termination of this Lease shall not prejudice in any manner the Landlord's rights in respect of arrears of rent, the right of each party to recover damages in respect of a default by the other occurring prior to or at the expiry or other termination of the term of this Lease or the right to indemnification of the Landlord or of the Tenant, their directors, officers and employees (while in the ordinary course of their employment) and agents of the Landlord or of the Tenant, in respect of occurrences prior to or at the expiry or other termination of the term of this Lease.

18. **NOTICES**

18.1 Any notice given by the Landlord to the Tenant shall be deemed to be duly given when served upon the Tenant personally, or when mailed or transmitted by confirmed facsimile transmission to the Tenant at its head office. The Tenant elects domicile at its head office for the purpose of service for all notices, writ of summons or other legal documents in any suit at law, action or proceeding which the Landlord may take under this Lease.

18.2 Any notice or demand given by the Tenant to the Landlord shall be deemed to be duly given when served upon the Landlord personally or when mailed or transmitted by confirmed facsimile transmission to the Landlord at the address designated by the Landlord for purposes of payment of the rent hereunder.

19. **SEVERABILITY**

19.1 If a part of this Lease or the application of it to a person or such circumstances is to any extent held or rendered invalid, unenforceable or illegal, such part: (i) is independent of the remainder of this Lease and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Lease; and, (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance except those as to which it has been held or rendered invalid, unenforceable or illegal.

19.2 The descriptive headings of this Lease are inserted for convenience of reference only and do not constitute a part of this Lease.

19.3 Words importing the singular number only shall include the plural and vice-versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations and unless the contrary intention appears the word "Tenant" wherever it appears in this Lease shall mean "Tenant, its executors, administrators, successors, assignees, officers, employees, agents, mandataries, contractors, any person for whom the Tenant is responsible at law and any person the Tenant allows or tolerates to use the Leased Assets", and

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

if there is more than one Tenant or the Tenant is a female person or a corporation, this Lease shall be read with all grammatical changes appropriate by reason thereof; and all covenants, liability and obligations shall be solidary.

19.4 This Lease will be construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

20. **OPTION TO PURCHASE**

20.1 The Landlord grants to the Tenant, hereby accepting, an option to purchase all or any portion of the Leased Assets for an amount equal to the greater of (a) one dollar ($1.00) or (b) one hundred and three percent (103%) of the net book value amount of all or such portion of the Leased Assets as to which the Tenant is exercising this option to purchase, as the case may be, such net book value amount determined as of the exercise of this option to purchase by the Tenant; provided that, if the Tenant subsequently disposes of any or all of the Leased Assets (the "**Disposed Leased Assets**") within 180 days of exercise of such option, the Tenant shall pay to the Landlord as additional option price an amount equal to 10% of the excess of (x) the amount of proceeds the Tenant received upon such disposition in respect of such Disposed Leased Assets, over (y) the original option price amount the Tenant paid upon exercise of this option in respect of such Disposed Leased Assets, plus applicable taxes. This option to purchase shall be exercisable by the Tenant at anytime during the term of this Lease but not earlier than six (6) months from the beginning of the term. Should the Tenant exercise the present option to purchase, the Landlord shall use commercially reasonable efforts to effect that transfer no later than thirty (30) days following the Tenant's written request to that effect to the Landlord, and upon such transfer, this Lease shall terminate in respect of all or such portion of the Leased Assets as to which the Tenant is exercising the option to purchase.

21. **ADDITIONAL CONDITIONS**

21.1 The Landlord and the Tenant further acknowledge and covenant that the provisions of this Lease, including, without restriction, all schedules attached hereto and forming part hereof, have been freely and fully discussed and negotiated and that the execution of the present Lease constitutes and is deemed to constitute full and final proof of the foregoing. The Landlord and the Tenant acknowledge and covenant to have read, examined, understood and approved all the provisions of this Lease, including, without restriction, all schedules attached hereto and forming part hereof.

21.2 The Tenant acknowledges having obtained all information useful or necessary to take an enlightened decision to execute the present Lease.

21.3 The parties hereto have expressly required that the present Lease as well as all notices, legal proceedings or other documents made pursuant hereto be drafted in English. *Les parties expressément demandent que le présent bail, ainsi que tout avis, procédure judiciaire ou autre document fait à la suite des présentes, soient rédigés en anglais.*

Initials	
Landlord	Tenant
/s/ EC	/s/ GC

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Deed of Lease on the day and year hereinbefore set forth.

HARRIS CANADA, INC.
(Landlord)

/s/ Rebecca L. Parman
Witness

/s/ Eugene Cavallucci
Per: Vice President

/s/ Anne Barrett Davis
Witness

HARRIS STRATEX NETWORKS CANADA ULC
(Tenant)

/s/ Meena Elliott
Witness

/s/ Guy M. Campbell
Per: President

/s/ Diana Fay
Witness

EXHIBIT 10.11

TAX SHARING AGREEMENT

TAX SHARING AGREEMENT (the "Agreement"), dated as of January 26, 2007, between HARRIS STRATEX NETWORKS, INC., a Delaware corporation (the "Company"), and HARRIS CORPORATION, a Delaware corporation ("Harris"), collectively referred to herein as the "parties".

W I T N E S S E T H:

WHEREAS, Harris, the Company, Stratex Networks, Inc., a Delaware corporation ("Stratex"), and Stratex Merger Corp., a Delaware corporation and wholly owned subsidiary of the Company, have entered into an Amended and Restated Formation, Contribution and Merger Agreement, dated as of December 18, 2006 (the "Formation Agreement"), among the parties thereto (capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Formation Agreement), pursuant to which the Company was formed to acquire Stratex pursuant to the Merger and to receive the Contributed Assets from Harris in the Contribution Transaction, in each case on the terms and subject to the conditions set forth in the Formation Agreement;

WHEREAS, pursuant to the terms of the Formation Agreement, Harris and the Company have agreed that Harris shall retain the Excluded Assets and the Company shall not assume the Excluded Liabilities, which include Income Taxes imposed with respect to the Contributed Assets for the tax periods, or portions thereof, ended on or before the Closing Date;

WHEREAS, Harris owns approximately 56% of the voting equity interests of the Company, which were acquired as of the date hereof pursuant to a contribution of certain assets and subsidiaries in accordance with the terms of the Formation Agreement; and

WHEREAS, Harris may be required, under applicable law, to file Tax Returns (as defined below) on a consolidated, combined or unitary basis with the Company and/or one or more Subsidiaries of the Company (each of the Company and such Subsidiaries, a "Company Affiliate") which could result in a Company Affiliate deriving a benefit or suffering a detriment attributable to some or all of Harris's retained Income Tax liabilities and assets.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, Harris and the Company agree as follows:

SECTION 1. Consent. If some or all of the items of gross income, gain, loss, deduction or credit of any Company Affiliate (collectively "Company Financial Results") are required by law to be included in a consolidated, combined or unitary income or franchise tax return or report (a "Combined Return") filed in any foreign, state or local jurisdiction by Harris or any of its Subsidiaries other than a Company Affiliate (each of Harris and such Subsidiaries, a "Harris Affiliate") for any taxable period ending after the date of this Agreement, or if Harris and the Company mutually agree to have one or more

Harris Affiliates file a Combined Return including one or more Company Affiliates, the Company consents, and agrees to cause its Subsidiaries to consent, to be included, or otherwise have the relevant Company Financial Results and any other items necessary to prepare the Combined Return incorporated in such Combined Return. If some or all of the items of gross income, gain, loss, deduction or credit of any Harris Affiliate (collectively "Harris Financial Results") are required by law to be included in a Combined Return filed in any foreign, state or local jurisdiction by a Company Affiliate for any taxable period ending after the date of this Agreement, or if Harris and the Company mutually agree to have one or more Company Affiliates file a Combined Return including one or more Harris Affiliates, Harris consents, and agrees to cause its Subsidiaries to consent, to be included, or otherwise have the relevant Harris Financial Results and any other items necessary to prepare the Combined Return incorporated in such Combined Return. In either case, each of Harris and the Company shall execute and file, or cause its Subsidiaries to execute and file, such consents, elections and other documents as may be required or appropriate for the proper filing of such Combined Returns. Each of Harris and the Company agrees that it shall provide all of the information reasonably requested by the other in connection with the preparation of any such Combined Return.

SECTION 2. Filing of Return and Payment of Consolidated Tax Liability. The company designated on any Combined Return as the principal reporting corporation (or equivalent thereof) shall file the Combined Return and shall pay the applicable Taxing

authority the total Tax liability shown on the Combined Return, including any interest, additions and penalties, at such time and in such manner as such payments are required to be made.

SECTION 3. Reimbursements. For any Combined Return to which this Agreement applies, the Tax liability shown thereon shall be allocated based upon a Hypothetical Harris Group Income (as computed under Section 3(d)), a Harris Credit Amount (as computed under Section 3(c)), a Hypothetical Company Group Income (as computed under Section 3(d)), and a Company Credit Amount (as computed under Section 3(c)), and reimbursements shall be paid as described in the following subparagraphs:

(a) If the Taxes shown on a Combined Return were paid by a Harris Affiliate, the Company shall reimburse Harris for the share of such Taxes allocable to the Company, as computed under Section 3(b) or Section 3(c), as applicable, or if the Company's share of such Taxes is a negative number, Harris shall reimburse the Company by an offsetting amount. If the Taxes shown on a Combined Return were paid by a Company Affiliate, Harris shall reimburse the Company for the share of such Taxes allocable to Harris, as computed under Section 3(b), or if Harris's share of such Taxes is a negative number, the Company shall reimburse Harris by an offsetting amount.

(b) The pre-credit Tax liability shown on the Combined Return, exclusive of interest and penalties, shall be allocated proportionally to Harris and the Company

based upon the ratio between the Hypothetical Harris Group Income and the Hypothetical Company Group Income, each as computed under Section 3(d). If either element of such ratio is a negative number, the allocation of Tax liability to the corresponding party shall correspondingly be a negative number. Harris's allocated share of such Tax liability shall be reduced (possibly below zero) by the Harris Credit Amount, and the Company's share of such Tax liability shall be reduced (possibly below zero) by the Company Credit Amount, as computed under Section 3(c). Any imposition of interest and penalties shall be allocated to the party whose act or failure to act caused the interest or penalties to be imposed.

(c) The Harris Credit Amount shall be the portion of the credits shown on a Combined Return that were generated by activities or expenditures of Harris Affiliates, and the Company Credit Amount shall be the portion of the credits shown on the Combined Return that were generated by activities or expenditures of Company Affiliates. If any credit or credit limitation is computed on a combined basis, the credit allowed shall be allocated based upon the respective portions of the gross credit generated by Harris Affiliates, on the one hand, and Company Affiliates, on the other, and the amount of any carryback or carryover shall be likewise allocated.

(d) In order to allocate the income and Taxes shown on a Combined Return, the parties shall calculate (1) a Hypothetical Harris Group Income as if the Combined Return had been prepared taking into account only the Harris Financial Results relevant to such Combined Return and (2) a Hypothetical Company Group

Income as if the Combined Return had been prepared taking into account only the Company Financial Results relevant to such Combined Return.

(e) The party whose affiliate has responsibility under Section 2 for filing a Combined Return (the "Filing Party") shall, for purposes of this Section 3, make initial computations of: (i) all amounts relevant to the allocation of the Taxes shown on such Combined Return and (ii) the allocation of interest and penalties, if any, and shall provide the other party (the "Receiving Party") with a detailed explanation in writing of such computations. If a Combined Return shows losses, credits or other items that are eligible under applicable law to be carried back or forward to another Taxable year, the Filing Party shall also provide to the Receiving Party a computation (following the principles of this Section 3) of the amount of such losses, credits or other items that is allocable to each party. The Receiving Party shall have thirty days to review such computations.

(f) In the event that the Receiving Party does not agree with the computations provided pursuant to Section 3(g), the Receiving Party must provide its objection(s) in writing to the Filing Party by the end of the thirty day review period. If the Receiving Party fails to object in writing, it shall be deemed to have consented to the Filing Party's initial determination and the amount owed by either party shall be due immediately. If the Receiving Party objects in writing, the parties shall, in good faith, use reasonable efforts to resolve the dispute. If the dispute is not resolved within thirty days from the date of the written objection, the dispute shall be referred to an internationally recognized accounting firm, such accounting firm to be selected with the

consent of each party (such consent not to be unreasonably withheld or delayed), for resolution. Payment by Harris or the Company to the other party for the Tax liability or the Tax benefit will be due upon resolution by the accounting firm and shall bear interest from the original due date at the interest rate provided by the IRS for large corporate deficiencies.

(g) Harris Income Tax assets or liabilities realized by the Company:

(i) Harris shall retain liability for any Income Tax payable that is an Excluded Liability (including but not limited to deferred Tax liabilities) under the terms of the Formation Agreement to the extent that such liability is attributed to a Company Affiliate by operation of law. The Company Affiliate shall provide Harris with a written statement and calculation setting forth the Tax liability, Harris shall reimburse the Company Affiliate that is required to make the payment within thirty days after the Tax liability is due.

(ii) The Company shall reimburse Harris for the value of any Tax benefit that is an Excluded Asset, including, but not limited to, deferred Tax assets that relate to the value of timing differences (such as deferred bad debt expense and deferred inventory write offs) and any benefit realized from any Tax prepayment, refund, loss, credit or other attribute that was generated in a Taxable period or portion thereof ending on or before the Closing Date. The Company

shall reimburse Harris for use of any such Tax benefits at the point in time that the Tax benefit is utilized by a Company Affiliate.

(iii) The Company shall make an initial computation of all amounts relevant to a reimbursement under this Section 3(g) and shall provide Harris with a detailed explanation in writing of such computation. Harris shall have thirty days to review such computation, and any dispute shall be resolved under the procedure set forth in Section 3(f), treating the Company as the Filing Party and Harris as the Receiving Party.

SECTION 4. Calculations. The amounts calculated under Section 3(d) shall be calculated in a manner consistent with the tax elections, methods of accounting and other positions reflected in the relevant Combined Return.

SECTION 5. Recomputation. If, for any Taxable year to which this Agreement applies, the Tax liability shown on a Return of Harris or the Company is redetermined, whether as a result of a refund (including a refund resulting from a carryback), an adjustment pursuant to an audit by a Tax authority or otherwise, the payment obligations of the parties pursuant to the terms of this Agreement shall be redetermined by Harris and the Company, and Harris or the Company, as the case may be, shall make an adjusting payment to the other in the amount required to comply with the terms of this Agreement.

SECTION 6. Accounting Firms Fees. The fees of any accounting firm retained in accordance with this Agreement shall generally be shared equally by the parties except

that if the amount of any such accounting firm's final determination (i) is equal to or within 5% of the amount prepared by the Filing Party, then the Receiving Party shall pay the fees of such accounting firm or (ii) differs by 20% or more from the amount prepared by the Filing Party, the Filing Party shall pay the fee of such accounting firm.

SECTION 7. Payments. All payments under this Agreement shall be made in U.S. Dollars. In the event that a party makes a payment to a Taxing authority in a currency other than the U.S. Dollar, the U.S. Dollar amount that the other party is obligated to pay shall be determined using the spot conversion rate for the date that the payment was made to the Taxing authority.

SECTION 8. Termination. This Agreement shall remain in effect until terminated by the mutual written consent of Harris and the Company; provided that if Harris shall cease to hold more than 50% of the voting stock of the Company, Harris may unilaterally terminate this Agreement without the consent of the Company. Upon termination of the Agreement, its terms will remain in effect with respect to both parties for all Taxable periods, through and including the portion, if any, of the Taxable period in which such termination occurs for which the income of the parties is properly included in any Combined Return.

SECTION 9. **Governing Law and Venue; Waiver Of Jury Trial. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN**

ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (collectively, the "Delaware Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in any Delaware Court or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in any Delaware Court; *provided, however,* that notwithstanding the foregoing each party agrees that any claim which primarily seeks injunctive relief and related monetary claims that cannot be brought in any Delaware Court for jurisdiction reasons may be commenced, heard and determined in any other court having proper jurisdiction over such claim. The parties hereby consent to and grant any Delaware Court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 14 or in

such other manner as may be permitted by law shall be valid and sufficient service thereof.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

SECTION 10. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and

enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

SECTION 11. Amendment; Waiver. This Agreement may be amended or any performance, term or condition waived in whole or in part only by a writing signed by persons authorized to so bind each party (in the case of an amendment) or the waiving party (in the case of a waiver). Any such amendment or waiver by the Company shall require the prior approval of a majority of the Class A Directors. No failure or delay by any party to take any action with respect to a breach by another party of this Agreement or a default by another party hereunder shall constitute a waiver of the former party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provisions, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

SECTION 12. Assignment. Harris shall be entitled to assign all of its rights and obligations under this Agreement to any Person to whom it transfers all of the ownership interests in the Company then owned by Harris and its Affiliates if such Person delivers a written undertaking to the Company in which such Person expressly assumes all of Harris' obligations under this Agreement, and from and after such a transfer all

references herein to Harris shall be deemed to be references to such Person. Except as provided in the immediately preceding sentence, no party may assign this Agreement or any rights, benefits, obligations or remedies hereunder without the prior written consent of the other party hereto, except that no such consent shall be required for a transfer by operation of Law in connection with a merger or consolidation of such party. Any attempt so to assign or to delegate any of the foregoing without such consent shall be void and of no effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and permitted assigns. All certificates representing shares subject to the terms and conditions of this Agreement shall bear an appropriate legend with respect thereto.

SECTION 13. No Third-Party Beneficiaries. This Agreement is intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained.

SECTION 14. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier, postage prepaid, or by facsimile:

if to Harris:

Harris Corporation
1025 West NASA Blvd.
Melbourne, FL 32919
Attn: Charles Greene
fax: (321) 727-9222

if to the Company:

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, NC 27560
Attn: Sarah A. Dudash
fax: (919) 767-3233

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three Business Days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one Business Day by dispatch pursuant to one of the other methods described herein); or on the next Business Day after deposit with a nationally recognized overnight courier, if sent by a nationally recognized overnight courier.

SECTION 15. Entire Agreement. This Agreement, the Investor Agreement, the Non-Competition Agreement, the Registration Rights Agreement, dated as of the date hereof, between Harris and the Company and, solely with respect to the defined terms therein which are incorporated by reference herein, the Formation Agreement between

Harris and Stratex constitute the entire and only agreements between the parties relating to the subject matter hereof and thereof and any and all prior arrangements, representations, promises, understandings and conditions in connection with said matters and any representations, promises or conditions not expressly incorporated herein or therein or expressly made a part hereof or thereof shall not be binding upon any party.

SECTION 16. Headings. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of this Agreement.

SECTION 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

SECTION 18. Relationship of Parties. Nothing herein contained shall constitute the parties hereto members of any partnership, joint venture, association, syndicate, or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of another party, except as otherwise expressly provided in any Agreement.

SECTION 19. Construction. This Agreement has been negotiated by the parties and their respective counsel in good faith and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any party. Time shall be of the essence of this Agreement.

SECTION 20. Effectiveness. This Agreement shall become effective only when one or more counterparts shall have been signed by each party and delivered to each other party.

SECTION 21. Enforcement by the Company. Harris agrees that a majority of the Class A Directors shall have the sole and exclusive right to direct the exercise and enforcement of all rights of the Company hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

HARRIS STRATEX NETWORKS, INC.

By: /s/ Guy M. Campbell
Name: Guy M. Campbell
Title: Chief Executive Officer and President

HARRIS CORPORATION

By: /s/ R. Kent Buchanan
Name: R. Kent Buchanan
Title: Vice President, Corporate Technology and Development

Exhibit 10.13

January 26, 2007

Charles D. Kissner
120 Rose Orchard Way
San Jose, CA 95134

Re: Non-Competition Agreement

Dear Chuck:

As you are aware, Stratex Networks, Inc. (the "Company") is contemplating a merger with Harris Corporation ("Harris"), which will result in the creation of Harris Stratex Networks Incorporated (the "Merger"). In the event the Merger is successfully completed, all of your shares of Company stock will be acquired by Harris Stratex Networks Incorporated ("HSNI").

You are the largest employee stockholder of the Company, and Executive Chairman and employee of the Company, and in order to help protect the goodwill of the Company that is being transferred to HSNI, it is the Company's and HSNI's desire to have you enter into this Non-Competition Agreement (the "Agreement"). As a result, and subject to the successful closing of the Merger, you agree as set forth below.

1. Non-Competition: During the Period (as defined below), you will not, as a compensated or uncompensated officer, director, consultant, advisor, partner, joint venturer, investor, independent contractor, employee or otherwise, provide any work, labor, services, advice or assistance to any person or entity that competes with the Business (as defined below). In the event of your breach of this Paragraph, the Company shall not be obligated to provide you with any further payments required under this Agreement.

2. Definitions:

a. "Period": For purposes of this Agreement, "Period" means the period beginning on the closing date of the Merger and continuing until one year after the later of (a) the date of termination of your employment with the Company, or (b) the closing date of the Merger; and

b. "Business": For purposes of this Agreement, "Business" means the business of the Company as of the closing date of the Merger, which is the design, manufacture, distribution (directly or indirectly), or integration of any digital microwave products substantially similar to current Company products in form, fit, or function and used in terrestrial microwave point-to-point telecommunications networks anywhere in the world.

3. Scope: The restrictions described in Paragraph 1 shall apply in each and every county (and/or any other similar geographic subdivision) in the State of California, the United States of America, and the rest of the world, where the Company has engaged in the Business as of the closing date of the Merger.

4. Compensation: In exchange for your compliance with your obligations under this Agreement, HSNI or its successor(s) will pay you the total sum of $330,000. Such payment

shall be made to you in two installments of $165,000, payable six and 12 months after the later of the dates in Paragraph 2a(a) and (b); each installment will be mailed to you at your residence address.

5. Severability: If any provision of this Agreement is deemed invalid, illegal, or unenforceable, such provisions shall be modified so as to make it valid, legal and enforceable, and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Effectiveness: The effectiveness of this Agreement is expressly conditioned upon the successful closing of the Merger, and the effective date of this Agreement shall be the closing date of the Merger. If the Merger does not close successfully, this Agreement shall be of no legal force or effect.

8. Entire Agreement: This Agreement constitutes the entire agreement between you, on the one hand, and HSNI and the Company, on the other hand, concerning your post-employment, non-competition obligations, and it supersedes all prior negotiations, representations and agreements concerning that subject, including Paragraph 10 of your Employment Agreement of May 14, 2002 (the "Employment Agreement"), which paragraph shall be of no further force or effect if this Agreement becomes effective. (Except as described in the previous sentence, the Employment Agreement, as amended, shall remain in full force and effect.)

9. Modification: This Agreement may only be modified or amended by a supplemental written agreement signed by you and authorized representatives of HSNI and the Company.

Sincerely,

Harris Stratex Networks, Inc.

By: /s/ Guy M. Campbell

Stratex Networks, Inc.

By: /s/ V. Frank Mendicino

I agree to and accept the terms and conditions of this Non-Competition Agreement.

Dated: January 26, 2007

/s/ Charles D. Kissner
Charles D. Kissner

Exhibit 10.14

Mr. Guy M. Campbell
2002 Castalia Dr.
Cary, NC 27513

Re: Employment Agreement

Dear Guy:

This letter agreement sets forth the terms of your employment with Harris Stratex Networks, Inc. (the "Company"), as well as our understanding with respect to any termination of that employment relationship. This Agreement will become effective on your first day of employment with the Company, which we anticipate will be January 27, 2007.

1. Position and Duties. You will be employed by the Company as its President & Chief Executive Officer, reporting to the Company's Board of Directors (the "Board"). This position will be based at our corporate headquarters in Morrisville, North Carolina. You accept employment with the Company on the terms and conditions set forth in this Agreement, and you agree to devote your full business time, energy and skill to your duties at the Company. Your primary responsibilities will be to assume the top leadership of the Company, direct the organization to ensure the attainment of revenue and profit goals, drive optimal return on invested capital, and grow shareholder value.

2. Term of Employment. Your employment with the Company is for no specified term, and may be terminated by you or the Company at any time, with or without cause, subject to the provisions of Paragraphs 4 and 5 below.

3. Compensation. You will be compensated by the Company for your services as follows:

(a) Salary: You will be paid a monthly base salary of $41,667 ($500,000 per year), less applicable withholding, in accordance with the Company's normal payroll procedures. In conjunction with your annual performance review, which will occur at or about the start of each fiscal year (currently July 1), your base salary will be reviewed by the Board, and may be subject to adjustment based upon various factors including, but not limited to, your performance and the Company's profitability. Any adjustment to your salary shall be made by the Board in its sole discretion.

(b) Annual Incentive Plan: Subject to the Board's approval of such a plan for Company employees you will be eligible to participate in the Company's Annual Incentive Plan ("AIP"), with an initial target annual bonus of 100% of your annual base salary.

(c) Long Term Incentive Plan: You will be entitled to participate in the Company's initial (associated with the formation of the Company) LTIP program in the form which is approved by the Board for Executive Officers and with a target value you of at least $950,000 for fiscal 2007 and 2008, with the amount pro-rated for the partial fiscal year 2007. After fiscal year 2008, the target value under the LTIP program will be established on a per-fiscal year basis.

(d) Benefits: You will have the right, on the same basis as other employees of the Company, to participate in and to receive benefits under any Company group medical, dental, life, disability or other group insurance plans, as well as under the Company's business expense reimbursement, educational assistance, holiday, and other benefit plans and policies. You will also be eligible to participate in the Company's 401(k) plan, and, if implemented by the Company, an enhanced contribution plan for highly compensated individuals.

(e) Vacation: You will be credited with your unused paid vacation of Harris on your first day of employment with the company. Once your employment begins you will also accrue paid vacation at the rate of five weeks per year in accordance with the Company's vacation policy. However, the number of accrued vacation hours at any one time shall not exceed 400 hours.

4. Voluntary Termination. In the event that you voluntarily resign from your employment with the Company (other than for Good Reason as defined in Paragraphs 5(d) and 6(b)), or in the event that your employment terminates as a result of your death, you will be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. You agree that if you voluntarily terminate your employment with the Company for any reason, you will provide the Company with at least 10 business days' written notice of your resignation. The Company shall have the option, in its sole discretion, to make your resignation effective at any time prior to the end of such notice period, provided the Company pays you an amount equal to the base salary you would have earned through the end of the notice period.

5. Other Termination. Your employment may be terminated under the circumstances set forth below.

(a) Termination by Disability. If, by reason of any physical or mental incapacity, you have been or will be prevented from performing your then-current duties under this Agreement, with or without reasonable accommodation, for more than six consecutive months, then, to the extent permitted by law, the Company may terminate your employment without any advance notice. Upon such termination, if you sign a general release of known and unknown claims in a form satisfactory to the Company, the Company will provide you with the severance payments and benefits described in Paragraph 5(c). Nothing in this paragraph shall affect your rights under any applicable Company disability plan; provided, however, that your severance payments will be offset by any disability income payments received by you so that the total monthly severance and disability income payments during your severance period shall not exceed your then-current base salary.

(b) Termination for Cause or Death: The Company may terminate your employment at any time for cause (as described below). If your employment is terminated by the Company for cause, or if your employment terminates as a result of your death, you shall be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. Provided, however, that if your employment terminates as a result of your death, the Company will pay your estate the prorated portion of any incentive bonus that you would have earned during the incentive bonus period in which your employment terminates; such prorated bonus will be paid at the time that such incentive bonuses are paid to other Company employees.

For purposes of this Agreement, a termination "for cause" occurs if you are terminated for any of the following reasons: (i) theft, dishonesty, misconduct or falsification of any employment or Company records; (ii) improper disclosure of the Company's confidential or proprietary information; (iii) any action by you which has a material detrimental effect on the Company's reputation or business; (iv) your refusal or inability to perform any assigned duties (other than as a result of a disability) after written notice from the Company to you of, and a reasonable opportunity to cure, such failure or inability; or (v) your conviction (including any plea of guilty or no contest) for any criminal act that impairs your ability to perform your duties under this Agreement.

(c) Termination Without Cause: The Company may terminate your employment without cause at any time. If your employment is terminated by the Company without cause, and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you will receive the following severance benefits:

(i) severance payments at your final base salary rate for a period of thirty (30) months following your termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;

(ii) payment of the premiums necessary to continue your group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if you are no longer eligible for COBRA coverage) until (x) the date on which you reach the age of 65 or (y) the date on which you are eligible to participate in another employer's group health insurance plan, whichever comes first;

(iii) if you are terminated without cause the Company will pay you the prorated portion of any incentive bonus that you would have earned, if any, during the incentive bonus period in which your employment terminates (the pro-ration shall be equal to the percentage of that bonus period that you are actually employed by the Company), and such prorated bonus will be paid to you at the time that such incentive bonuses are paid to other Company employees.

(iv) with respect to any stock options or restricted stock granted to you by the Company, you will cease vesting upon your termination date; however, you will be entitled to purchase any vested shares of stock that are subject to those options until the earlier of (x) thirty (30) months following your termination date, or (y) the date on which the applicable

option(s) or restricted stock expire(s); except as set forth in this subparagraph, your Company stock options will continue to be subject to and governed by the Plan and the applicable stock option agreements between you and the Company;

(v) outplacement assistance selected and paid for by the Company; and

(vi) Executive shall not be required to mitigate damages with respect to the severance payments and benefits described in subparagraphs (i) — (v) by seeking employment or otherwise, and there shall be no offset against amounts due Executive under subparagraphs (i) — (v) on account of his subsequent employment (except as provided in Paragraph 10).

(d) Resignation for Good Reason: If you resign from your employment with the Company for Good Reason (as defined in this paragraph), and such resignation does not qualify as a Resignation for Good Reason Following a Change of Control as set forth in subparagraph (e) below, and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c). For purposes of this Paragraph, "Good Reason" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chairman of the Board of said condition(s):

(i) a reduction in your base salary of 20% or more, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(ii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(iii) a material reduction in your responsibilities or authority without your written consent; or

(iv) a material breach by the Company of any material provision of this Agreement;

(v) the relocation of your main workplace without your concurrence to a location that is more than 75 miles from the Company's current workplace in Morrisville, North Carolina; or

(vi) any other acts or omissions by the Company that constitute constructive discharge under federal or North Carolina law.

The foregoing condition(s) shall not constitute "Good Reason" if you do not provide the Chairman of the Board with the written notice described above within 45 days after you first become aware of the condition(s).

(e) Termination or Resignation For Good Reason Following a Change of Control: If, within 18 months following any Change of Control (as defined below), your employment is terminated by the Company without cause, or if you resign from your employment with the Company for Good Reason Following a Change of Control (as defined below), and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c); provided, that the time periods set forth in subparagraphs 5(c)(i), and (iv)(x) shall each be increased by an additional twelve (12) months. In addition you shall receive a payment equal to the greater of (i) the average of the annual incentive bonus payments received by you, if any, for the previous three years, or (ii) your target incentive bonus for the year in which your employment terminates. Such payment will be made to you within 15 days following the date on which the general release of claims described above becomes effective. The Company will also accelerate the vesting of all unvested stock options granted to you by the Company such that all of your Company stock options will be fully vested as of the date of your termination/resignation.

6. Change of Control/Good Reason.

(a) For purposes of this Agreement, a "Change of Control" of the Company shall mean:

(i) any merger, consolidation, share exchange or Acquisition, unless immediately following such merger, consolidation, share exchange or Acquisition of at least 50% of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of (i) the entity resulting from such merger, consolidation or share exchange, or the entity which has acquired all or substantially all of the assets of the Company (in the case of an asset sale that satisfies the criteria of an Acquisition) (in either case, the "Surviving Entity"), or (ii) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of the Surviving Entity (the "Parent Entity") is represented by Company securities that were outstanding immediately prior to such merger, consolidation, share exchange or Acquisition (or, if applicable, is represented by shares into which such Company securities were converted pursuant to such merger, consolidation, share exchange or Acquisition), or

(ii) any person or group of persons (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended and in effect from time to time) directly or indirectly acquires beneficial ownership (determined pursuant to Securities and Exchange Commission Rule 13d-3 promulgated under the said Exchange Act) of securities possessing more than 30% of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders that the Board does not recommend such stockholders accept, other than (i) Harris if it beneficially owns more than 50% of such total voting power immediately prior to such acquisition, (ii) the Company or an Affiliate who is an Affiliate immediately prior to such acquisition, (iii) an employee benefit plan of the Company or any of its Affiliates, (iv) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its

Affiliates, or (v) an underwriter temporarily holding securities pursuant to an offering of such securities or

(iii) over a period of 36 consecutive months or less, there is a change in the composition of the Board such that a majority of the Board members (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of Board members, to be composed of individuals each of whom meet one of the following criteria: (i) have been a Board member continuously since the adoption of this Plan or the beginning of such 36 month period, (ii) have been appointed by Harris Corporation, or (iii) have been elected or nominated during such 36 month period by at least a majority of the Board members that (x) belong to the same class of director as such Board member and (y) satisfied the criteria of this subsection (c) when they were elected or nominated, or

(iv) a majority of the Board determines that a Change of Control has occurred.

(v) the complete liquidation or dissolution of the Company;

For the purposes of this Agreement, the terms “Continuing Directors,” “Corporate Transaction,” “Affiliate” and “Associate” shall have the meanings ascribed to such terms in the Plan.

(b) For purposes of this Agreement, “Good Reason Following a Change of Control” means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chairman of the Board of said condition(s):

(i) a material and adverse change in your position, duties or responsibilities for the Company, as measured against your position, duties or responsibilities immediately prior to the Change of Control; or

(ii) a reduction in your base salary as measured against your base salary immediately prior to the Change in Control; or

(iii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company’s executive staff;

(iv) the relocation of the Company’s workplace to a location that is more than 75 miles from the Company’s current workplace in Morrisville, North Carolina; or

(v) any other acts or omissions by the Company that constitute constructive discharge under federal or North Carolina law.

The foregoing condition(s) shall not constitute “Good Reason Following a Change of Control” if you do not provide the Chairman of the Board with the written notice described above within 45 days after you first become aware of the condition(s).

7. Confidential and Proprietary Information: As a condition of your employment, you agree to sign and abide by the Company's standard form of employee proprietary information/confidentiality/assignment of inventions agreement.

8. Termination Obligations.

(a) You agree that all property, including, without limitation, all equipment, proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your employment, belongs to the Company and shall be returned to the Company promptly upon any termination of your employment.

(b) Upon your termination for any reason, and as a condition of your receipt of any severance benefits hereunder, you will promptly resign in writing from all offices and directorships then held with the Company or any affiliate of the Company.

(c) Following the termination of your employment with the Company for any reason, you shall fully cooperate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. For three years after the termination of your employment with the Company, you shall also cooperate in the defense of any action brought by any third party against the Company.

9. Limitation of Payments and Benefits.

To the extent that any of the payments and benefits provided for in this Agreement or otherwise payable to you (the "Payments") constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of such Payments shall be either:

(a) the full amount of the Payments, or

(b) a reduced amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code (the "Excise Tax"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by you, on an after-tax basis, of the greatest amount of benefit. In the event that any Excise Tax is imposed on the Payments, you will be fully responsible for the payment of any and all Excise Tax, and the Company will not be obligated to pay all or any portion of any Excise Tax.

10. Other Activities. In order to protect the Company's valuable proprietary information, you agree that during your employment and for a period of eighteen (18) months following the termination of your employment with the Company for any reason, you will not, as a compensated or uncompensated officer, director, consultant, advisor, partner, joint venturer, investor, independent contractor, employee or otherwise, provide to any person or entity in competition with the Company any labor, services, advice or assistance regarding the design, manufacture, distribution (directly or indirectly), or integration of any digital microwave products substantially similar to current Company products in form, fit, or function and used in

terrestrial microwave point-to-point telecommunications networks anywhere in the world. You acknowledge and agree that the restrictions contained in the preceding sentence are reasonable and necessary, as there is a significant risk that your provision of such labor, services, advice or assistance to a competitor could result in the disclosure of the Company's proprietary information. You further acknowledge and agree that the restrictions contained in this paragraph will not preclude you from engaging in any trade, business or profession that you are qualified to engage in. In the event of your breach of this Paragraph, the Company shall not be obligated to provide you with any further severance payments or benefits subsequent to such breach.

11. Dispute Resolution. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, the parties' employment relationship, or the termination of that relationship for any reason, shall be brought in the United States District Court for the Middle District of North Carolina (or should such court lack jurisdiction to hear such action, suit or proceeding, in North Carolina Superior Court for the County of Durham) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection they may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Paragraph 11 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

12. Compliance With Section 409A. Notwithstanding any inconsistent provision of this Agreement, to the extent the Company determines in good faith that (a) one or more of the payments or benefits you would receive pursuant to this Agreement in connection with your termination of employment would constitute deferred compensation subject to the rules of Section 409A of the Code, and (b) you are a "specified employee" under Section 409A, then only to the extent required to avoid your incurrence of any additional tax or interest under Section 409A of the Code, such payment or benefit will be delayed until the date which is six (6) months after your "separation from service" within the meaning of Section 409A. Any payments or benefits that would have been payable but are delayed under the previous sentence shall be payable at that time. You and the Company agree to negotiate in good faith to reform any provisions of this Agreement to maintain to the maximum extent practicable the original intent of the applicable provisions without violating the provisions of Section 409A of the Code, if the Company deems such reformation necessary or advisable in order to avoid the incurrence of any such additional tax, interest and/or penalties under Section 409A. Such reformation shall not result in a reduction of the aggregate amount of payments or benefits provided to you under this Agreement.

13. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

14. Applicable Withholding. All salary, bonus, severance and other payments identified in this Agreement are subject to applicable withholding by the Company.

15. Assignment. In view of the personal nature of the services to be performed under this Agreement by you, you cannot assign or transfer any of your obligations under this Agreement.

16. Entire Agreement. This Agreement and the agreements referred to above constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations or agreements between you and the Company regarding your employment, whether written or oral. This Agreement sets forth our entire agreement regarding the Company's obligation to provide you with severance benefits upon any termination of your employment, and you shall not be entitled to receive any other severance benefits from the Company pursuant to any Company severance plan, policy or practice.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina.

18. Modification. This Agreement may only be modified or amended by a supplemental written agreement signed by you and an authorized representative of the Board.

Guy, we look forward to having you join us at Harris Stratex Networks, Inc. Please sign and date this letter on the spaces provided below to acknowledge your acceptance of the terms of this Agreement.

Sincerely,

Harris Stratex Networks, Inc.

By: /s/ Charles D. Kissner
Charles D. Kissner
Chairman of the Board

I agree to and accept employment with Harris Stratex Networks, Inc. on the terms and conditions set forth in this Agreement.

Date: January 26, 2007

/s/ Guy M. Campbell
Guy M. Campbell

Exhibit 10.15

Thomas H. Waechter
3052 Crestablanca Drive
Pleasanton, CA 94566

Re: Employment Agreement

Dear Tom:

I am very excited about the prospect of having you join Stratex Networks, Inc. (the "Company"). This letter agreement sets forth the terms of your employment with the Company, as well as our understanding with respect to any termination of that employment relationship. This Agreement will become effective on your first day of employment with the Company, which we anticipate will be May 16, 2006.

1. Position and Duties. You will be employed by the Company as its President & Chief Executive Officer, reporting to the Company's Board of Directors (the "Board"). This position will be based at our corporate headquarters in San Jose, California. You accept employment with the Company on the terms and conditions set forth in this Agreement, and you agree to devote your full business time, energy and skill to your duties at the Company. Your primary responsibilities will be to assume the top leadership of the Company, direct the organization to ensure the attainment of revenue and profit goals, drive optimal return on invested capital, grow shareholder value, and accomplish other objectives as we have previously discussed.

2. Term of Employment. Your employment with the Company is for no specified term, and may be terminated by you or the Company at any time, with or without cause, subject to the provisions of Paragraphs 4 and 5 below.

3. Compensation. You will be compensated by the Company for your services as follows:

(a) Salary: You will be paid a monthly base salary of $37,500.00 ($450,000 per year), less applicable withholding, in accordance with the Company's normal payroll procedures. In conjunction with your annual performance review, which will occur at or about the start of each fiscal year (currently April 1), your base salary will be reviewed by the Board, and may be subject to adjustment based upon various factors including, but not limited to, your performance and the Company's profitability. Any adjustment to your salary shall be made by the Board in its sole discretion.

(b) Incentive Plan: Subject to the Board's approval of such a plan for Company employees, starting in FY2008, you will be eligible to participate in the Company's annual Key

Employee Incentive Plan ("KEIP"), with a target annual bonus of 80% of your annual base salary.

(c) Restricted Stock Award: For FY2007, the Company will grant you a special, restricted stock award as an incentive to achieve growth and maintain profitability. You will receive the award of 85,096 shares (the "Restricted Stock") on your date of hire. Removal of the restrictions on the Restricted Stock will be based on the Company's achievement of specific financial goals; however, provided you remain employed by the Company through March 31, 2008, the restrictions on a minimum of one-half of the Restricted Stock will be removed. (That is, if the restrictions on less than 50% of the Restricted Stock have been removed by March 31, 2008, the restrictions will immediately be removed from additional shares sufficient to increase the percentage of the Restricted Stock that is unrestricted to 50%.) In the event that a Change of Control (as defined in Paragraph 6(a) below) occurs during FY2007, any remaining restrictions on the Restricted Stock will be removed upon the Change of Control. Your Restricted Stock award will be subject to the terms and conditions of the Company's 2002 Stock Incentive Plan (the "Plan"), and to the terms and conditions of the Restricted Stock Agreement that you will be required to execute as a condition of receiving this award. I have attached an explanation of the Plan and summary of the financial goals that, if achieved, will result in the removal of restrictions on the Restricted Stock during each quarter of FY2007.

(d) Stock Option: You will be granted a non-qualified stock option to purchase 450,000 shares of the Company's common stock. This stock option grant will be effective on the date your employment begins, and, so long as you remain employed by the Company, the option will vest over four (4) years, with twenty-five percent (25%) of the option vesting on the first anniversary of the grant, and the remaining seventy-five percent (75%) of the option vesting in equal 1/36th increments on each monthly anniversary of the grant over the remaining three (3) years. Your stock option grant will be subject to the terms and conditions of the Plan, and to the terms and conditions of the stock option agreement that you will be required to execute as a condition of receiving this stock option.

(e) Auto Allowance: The Company will provide you with an automobile allowance of $1,200.00 per month and will reimburse you for expenses of operating your automobile for the purposes of conducting Company business in accordance with the Company's Travel and Entertainment Policy.

(f) Benefits: You will have the right, on the same basis as other employees of the Company, to participate in and to receive benefits under any Company group medical, dental, life, disability or other group insurance plans, as well as under the Company's business expense reimbursement, educational assistance, holiday, and other benefit plans and policies. You will also be eligible to participate in the Company's 401(k) plan.

(g) Vacation: You will be credited with two weeks' paid vacation on your first day of employment with the Company. Once your employment begins, you will also accrue paid vacation in accordance with the Company's vacation policy, except that you shall accrue vacation at the rate of two (2) weeks per year during your first year of employment, and at the rate of four (4) weeks per year thereafter.

4. Voluntary Termination. In the event that you voluntarily resign from your employment with the Company (other than for Good Reason as defined in Paragraphs 5(d) and 6(b)), or in the event that your employment terminates as a result of your death, you will be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. You agree that if you voluntarily terminate your employment with the Company for any reason, you will provide the Company with at least 10 business days' written notice of your resignation. The Company shall have the option, in its sole discretion, to make your resignation effective at any time prior to the end of such notice period, provided the Company pays you an amount equal to the base salary you would have earned through the end of the notice period.

5. Other Termination. Your employment may be terminated under the circumstances set forth below.

(a) Termination by Disability. If, by reason of any physical or mental incapacity, you have been or will be prevented from performing your then-current duties under this Agreement for more than three consecutive months, then, to the extent permitted by law, the Company may terminate your employment without any advance notice. Upon such termination, if you sign a general release of known and unknown claims in a form satisfactory to the Company, the Company will provide you with the severance payments and benefits described in Paragraph 5(c). Nothing in this paragraph shall affect your rights under any applicable Company disability plan; provided, however, that your severance payments will be offset by any disability income payments received by you so that the total monthly severance and disability income payments during your severance period shall not exceed your then-current base salary.

(b) Termination for Cause or Death: The Company may terminate your employment at any time for cause (as described below). If your employment is terminated by the Company for cause, or if your employment terminates as a result of your death, you shall be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. Provided, however, that if your employment terminates as a result of your death, the Company will pay your estate the prorated portion of any incentive bonus that you would have earned during the incentive bonus period in which your employment terminates; such prorated bonus will be paid at the time that such incentive bonuses are paid to other Company employees.

For purposes of this Agreement, a termination "for cause" occurs if you are terminated for any of the following reasons: (i) theft, dishonesty, misconduct or falsification of any employment or Company records; (ii) improper disclosure of the Company's confidential or proprietary information; (iii) any action by you which has a material detrimental effect on the Company's reputation or business; (iv) your refusal or inability to perform any assigned duties (other than as a result of a disability) after written notice from the Company to you of, and a reasonable opportunity to cure, such failure or inability; or (v) your conviction (including any plea of guilty or no contest) for any criminal act that impairs your ability to perform your duties under this Agreement.

(c) Termination Without Cause: The Company may terminate your employment without cause at any time. If your employment is terminated by the Company without cause, and

you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you will receive the following severance benefits:

(i) severance payments at your final base salary rate for a period of eighteen (18) months following your termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;

(ii) payment of the premiums necessary to continue your group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if you are no longer eligible for COBRA coverage) until the earlier of (x) eighteen (18) months following your termination date; or (y) the date you first became eligible to participate in another employer's group health insurance plan; provided, however, that if you are 60 years of age or older on the date of your termination without cause, and if you have been employed by the Company for not less than three years as of the date of your termination without cause, the Company will pay the premiums necessary to continue your Company group health insurance coverage under COBRA (or to provide you with comparable health insurance coverage) until you reach the age of 65 or until you are eligible to participate in another employer's group health insurance plan, whichever comes first;

(iii) if your termination without cause occurs after March 31, 2007, the Company will pay you the prorated portion of any incentive bonus that you would have earned, if any, during the incentive bonus period in which your employment terminates (the pro-ration shall be equal to the percentage of that bonus period that you are actually employed by the Company), and such prorated bonus will be paid to you at the time that such incentive bonuses are paid to other Company employees; in addition, if less than 50% of the Restricted Stock has become unrestricted (based upon the Company's FY2007 financial performance) as of your termination date, then the restrictions will immediately be removed from additional shares of Restricted Stock sufficient to increase the percentage of the Restricted Stock that is unrestricted to 50%;

(iv) if your termination without cause occurs on or before March 31, 2007, the restrictions will be removed from a portion of the Restricted Stock equal to the pro-rated portion of the Restricted Stock that would have become vested (based upon the Company's financial performance) at the end of the fiscal quarter in which your termination occurs (the pro-ration shall be equal to the percentage of that quarter that you are actually employed by the Company); if, after application of the preceding portion of this subsection (iv), the percentage of the Restricted Stock that is not subject to any restrictions (including any Restricted Stock that became unrestricted prior to your termination) is less than 25% times the percentage of FY2007 that you are actually employed by the Company (the resulting percentage being the "Minimum Percentage"), then the restrictions will immediately be removed from additional shares of Restricted Stock sufficient to increase the percentage of the Restricted Stock that is unrestricted to the Minimum Percentage (for purposes of determining any relevant pro-rations under this subparagraph (iv), your employment start date will be deemed to be April 1, 2006);

(v) with respect to any stock options granted to you by the Company, you will cease vesting upon your termination date; however, you will be entitled to purchase any

vested shares of stock that are subject to those options until the earlier of (x) eighteen (18) months following your termination date, or (y) the date on which the applicable option(s) expire(s); except as set forth in this subparagraph, your Company stock options will continue to be subject to and governed by the Plan and the applicable stock option agreements between you and the Company;

(vi) payment of your then-provided Company car allowance for the period described in subparagraph 5(c)(i);

(vii) outplacement assistance selected and paid for by the Company; and

(viii) Executive shall not be required to mitigate damages with respect to the severance payments and benefits described in subparagraphs (i) — (vii) by seeking employment or otherwise, and there shall be no offset against amounts due Executive under subparagraphs (i) — (vii) on account of his subsequent employment (except as provided in Paragraph 10).

(d) Resignation for Good Reason: If you resign from your employment with the Company for Good Reason (as defined in this paragraph), and such resignation does not qualify as a Resignation for Good Reason Following a Change of Control as set forth in subparagraph (e) below, and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c). For purposes of this Paragraph, "Good Reason" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chairman of the Board of said condition(s):

(i) a reduction in your base salary of 20% or more, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(ii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(iii) a material reduction in your responsibilities or authority without your written consent; or

(iv) a material breach by the Company of any material provision of this Agreement; or

(v) the relocation of the Company's workplace to a location that is more than 75 miles from the Company's current workplace in San Jose.

The foregoing condition(s) shall not constitute "Good Reason" if you do not provide the Chairman of the Board with the written notice described above within 45 days after you first become aware of the condition(s).

(e) Termination or Resignation For Good Reason Following a Change of Control: If, within 18 months following any Change of Control (as defined below), your employment is terminated by the Company without cause, or if you resign from your employment with the Company for Good Reason Following a Change of Control (as defined below), and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c); provided, that the time periods set forth in subparagraphs 5(c)(i), (v)(x), and (vi) shall each be increased by an additional twelve (12) months. In addition, if such termination occurs after March 31, 2007, you shall receive a payment equal to the greater of (i) the average of the annual incentive bonus payments received by you, if any, for the previous three years, or (ii) your target incentive bonus for the year in which your employment terminates. (For purposes of subpart (i), the amount of your incentive bonus payment for FY2007 shall be deemed to be the dollar value that equals the percentage of the Restricted Stock that becomes unrestricted as a result of the Company's achievement of its financial goals during FY2007 times $360,000.) Such payment will be made to you within 15 days following the date on which the general release of claims described above becomes effective. The Company will also accelerate the vesting of all unvested stock options granted to you by the Company such that all of your Company stock options will be fully vested as of the date of your termination/resignation.

6. Change of Control/Good Reason.

(a) For purposes of this Agreement, a "Change of Control" of the Company shall mean:

(i) The direct or indirect acquisition by any person or related group of persons (other than an acquisition from or by the Company or by a Company-sponsored employee benefit plan or by a person that directly or indirectly controls, is controlled by, or is under common control with the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders which a majority of the Continuing Directors who are not Affiliates or Associates of the offeror do not recommend such stockholders accept;

(ii) a change in the composition of the Board over a period of thirty-six (36) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors;

(iii) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state in which the Company is incorporated;

(iv) the sale, transfer or other disposition of all or substantially all of the assets of the Company (including the capital stock of the Company's subsidiary corporations);

(v) the complete liquidation or dissolution of the Company;

(vi) any reverse merger in which the Company is the surviving entity but in which securities possessing more than forty percent (40%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger; or

(vii) the acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than forty percent (40%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Administrator of the Plan determines shall not be a Corporate Transaction.

For the purposes of this Agreement, the terms "Continuing Directors," "Corporate Transaction," "Affiliate" and "Associate" shall have the meanings ascribed to such terms in the Plan.

(b) For purposes of this Agreement, "Good Reason Following a Change of Control" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chairman of the Board of said condition(s):

(i) a material and adverse change in your position, duties or responsibilities for the Company, as measured against your position, duties or responsibilities immediately prior to the Change of Control; for purposes of this agreement, an assignment to the position of Chief Executive Officer or Chief Operating Officer of a new entity shall not be considered a material and adverse change in your position, duties or responsibilities; or

(ii) a reduction in your base salary as measured against your base salary immediately prior to the Change in Control; or

(iii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(iv) the relocation of the Company's workplace to a location that is more than 75 miles from the Company's current workplace in San Jose.

The foregoing condition(s) shall not constitute "Good Reason Following a Change of Control" if you do not provide the Chairman of the Board with the written notice described above within 45 days after you first become aware of the condition(s).

7. Confidential and Proprietary Information: As a condition of your employment, you agree to sign and abide by the Company's standard form of employee proprietary information/confidentiality/assignment of inventions agreement.

8. Termination Obligations.

(a) You agree that all property, including, without limitation, all equipment, proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your employment, belongs to the Company and shall be returned to the Company promptly upon any termination of your employment.

(b) Upon your termination for any reason, and as a condition of your receipt of any severance benefits hereunder, you will promptly resign in writing from all offices and directorships then held with the Company or any affiliate of the Company.

(c) Following the termination of your employment with the Company for any reason, you shall fully cooperate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also cooperate in the defense of any action brought by any third party against the Company.

9. Limitation of Payments and Benefits.

To the extent that any of the payments and benefits provided for in this Agreement or otherwise payable to you (the "Payments") constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of such Payments shall be either:

(a) the full amount of the Payments, or

(b) a reduced amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code (the "Excise Tax"),

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by you, on an after-tax basis, of the greatest amount of benefit. In the event that any Excise Tax is imposed on the Payments, you will be fully responsible for the payment of any and all Excise Tax, and the Company will not be obligated to pay all or any portion of any Excise Tax.

10. Other Activities. In order to protect the Company's valuable proprietary information, you agree that during your employment and for a period of eighteen (18) months following the termination of your employment with the Company for any reason, you will not, as a compensated or uncompensated officer, director, consultant, advisor, partner, joint venturer, investor, independent contractor, employee or otherwise, provide any labor, services, advice or assistance to any entity or its successor, which is a direct competitor of the Company (and specifically identified as such in the Company's Form 10K), unless specifically permitted to do so in writing by the Company or its successor. You acknowledge and agree that the restrictions contained in the preceding sentence are reasonable and necessary, as there is a significant risk that your provision of labor, services, advice or assistance to any of those competitors could result in the disclosure of the Company's proprietary information. You further acknowledge and agree that the restrictions contained in this paragraph will not preclude you from engaging in any trade, business or profession that you are qualified to engage in. In the event of your breach of

this Paragraph, the Company shall not be obligated to provide you with any further severance payments or benefits subsequent to such breach.

11. Dispute Resolution. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, the parties' employment relationship, or the termination of that relationship for any reason, shall be brought in the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in the County of Santa Clara) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection they may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Paragraph 11 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

12. Compliance With Section 409A. Notwithstanding any inconsistent provision of this Agreement, to the extent the Company determines in good faith that (a) one or more of the payments or benefits you would receive pursuant to this Agreement in connection with your termination of employment would constitute deferred compensation subject to the rules of Section 409A of the Code, and (b) you are a "specified employee" under Section 409A, then only to the extent required to avoid your incurrence of any additional tax or interest under Section 409A of the Code, such payment or benefit will be delayed until the date which is six (6) months after your "separation from service" within the meaning of Section 409A. Any payments or benefits that would have been payable but are delayed under the previous sentence shall be payable at that time. You and the Company agree to negotiate in good faith to reform any provisions of this Agreement to maintain to the maximum extent practicable the original intent of the applicable provisions without violating the provisions of Section 409A of the Code, if the Company deems such reformation necessary or advisable in order to avoid the incurrence of any such additional tax, interest and/or penalties under Section 409A. Such reformation shall not result in a reduction of the aggregate amount of payments or benefits provided to you under this Agreement.

13. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

14. Applicable Withholding. All salary, bonus, severance and other payments identified in this Agreement are subject to applicable withholding by the Company.

15. Assignment. In view of the personal nature of the services to be performed under this Agreement by you, you cannot assign or transfer any of your obligations under this Agreement.

16. Entire Agreement. This Agreement and the agreements referred to above constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations or

agreements between you and the Company regarding your employment, whether written or oral. This Agreement sets forth our entire agreement regarding the Company's obligation to provide you with severance benefits upon any termination of your employment, and you shall not be entitled to receive any other severance benefits from the Company pursuant to any Company severance plan, policy or practice.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

18. Modification. This Agreement may only be modified or amended by a supplemental written agreement signed by you and an authorized representative of the Board.

Tom, we look forward to having you join us at Stratex Networks, Inc. Please sign and date this letter on the spaces provided below to acknowledge your acceptance of the terms of this Agreement.

Sincerely,

Stratex Networks, Inc.

By: /s/ Charles D. Kissner
Charles D. Kissner
Chairman of the Board

I agree to and accept employment with Stratex Networks, Inc. on the terms and conditions set forth in this Agreement.

Date: May 18, 2006

/s/ Thomas H. Waechter
Thomas H. Waechter

Officer or Executive Name
Address — Use work address
City, State, Zip

Re: Employment Agreement

Dear

I am very excited about the prospect of having you join Harris Stratex Networks, Inc. (the "Company"). This letter agreement sets forth the terms of your employment with the Company, as well as our understanding with respect to any termination of that employment relationship. This Agreement will become effective on your first day of employment with the Company, which we anticipate will be January 27, 2007.

1. Position and Duties. You will be employed by the Company as its [Position Title], reporting to the [Title Position]. This position will be based at our facility location in [City, State]. You accept employment with the Company on the terms and conditions set forth in this Agreement, and you agree to devote your full business time, energy and skill to your duties at the Company.

2. Term of Employment. Your employment with the Company is for no specified term, and may be terminated by you or the Company at any time, with or without cause, subject to the provisions of Paragraphs 4 and 5 below.

3. Compensation. You will be compensated by the Company for your services as follows:

(a) Salary: You will be paid a monthly base salary of $XX,XXX.00 ($XXX,000 per year), less applicable withholding, in accordance with the Company's normal payroll procedures. In conjunction with your annual performance review, which will occur at or about the start of each fiscal year (currently July 1st), your base salary will be reviewed by the Board, and may be subject to adjustment based upon various factors including, but not limited to, your performance and the Company's profitability. Your base salary will not be reduced except as part of a salary reduction program that similarly affects all members of the executive staff reporting to the Chief Executive Officer of the Company.

(b) Annual Short- Term Incentive Plan: Subject to the Board's approval of such a plan for Company employees each year, starting in FY2008, you will be eligible to participate in the Company's annual Incentive Plan with a target annual bonus to be approved by the Board.

You will participate in a "stub period" incentive program for the period from the close of the merger through June 30, 2007. The target incentive bonus will be one-half of the annual incentive multiple.

(c) Long-Term Incentive Program: Subject to Board approval each year, you will be eligible to participate in a Long Term Incentive Plan.

(d) Benefits: You will have the right, on the same basis as other employees of the Company, to participate in and to receive benefits under any Company group medical, dental, life, disability or other group insurance plans, as well as under the Company's business expense reimbursement, educational assistance, holiday, and other benefit plans and policies. You will also be eligible to participate in the Company's 401(k) plan.

(e) Vacation: You will be credited the balance of your unused paid vacation of Harris or Stratex on your first day of employment with the Company. Once your employment begins, you will also accrue paid vacation in accordance with the Company's vacation policy.

4. Voluntary Termination. In the event that you voluntarily resign from your employment with the Company (other than for Good Reason as defined in Paragraphs 5(d) and 6(b)), or in the event that your employment terminates as a result of your death, you will be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. You agree that if you voluntarily terminate your employment with the Company for any reason, you will provide the Company with at least 10 business days' written notice of your resignation. The Company shall have the option, in its sole discretion, to make your resignation effective at any time prior to the end of such notice period, provided the Company pays you an amount equal to the base salary you would have earned through the end of the notice period.

5. Other Termination. Your employment may be terminated under the circumstances set forth below.

(a) Termination by Disability. If, by reason of any physical or mental incapacity, you have been or will be prevented from performing your then-current duties under this Agreement for more than three consecutive months, then, to the extent permitted by law, the Company may terminate your employment without any advance notice. Upon such termination, if you sign a general release of known and unknown claims in a form satisfactory to the Company, the Company will provide you with the severance payments and benefits described in Paragraph 5(c). Nothing in this paragraph shall affect your rights under any applicable Company disability plan; provided, however, that your severance payments will be offset by any disability income payments received by you so that the total monthly severance and disability income payments during your severance period shall not exceed your then-current base salary.

(b) Termination for Cause or Death: The Company may terminate your employment at any time for cause (as described below). If your employment is terminated by the Company for cause, or if your employment terminates as a result of your death, you shall be entitled to no compensation or benefits from the Company other than those earned under Paragraph 3 through the date of your termination. Provided, however, that if your employment

terminates as a result of your death, the Company will pay your estate the prorated portion of any incentive bonus that you would have earned during the incentive bonus period in which your employment terminates; such prorated bonus will be paid at the time that such incentive bonuses are paid to other Company employees.

For purposes of this Agreement, a termination "for cause" occurs if you are terminated for any of the following reasons: (i) theft, dishonesty, misconduct or falsification of any employment or Company records; (ii) improper disclosure of the Company's confidential or proprietary information; (iii) any action by you which has a material detrimental effect on the Company's reputation or business; (iv) your refusal or inability to perform any assigned duties (other than as a result of a disability) after written notice from the Company to you of, and a reasonable opportunity to cure, such failure or inability; or (v) your conviction (including any plea of guilty or no contest) for any criminal act that impairs your ability to perform your duties under this Agreement.

(c) Termination Without Cause: The Company may terminate your employment without cause at any time. If your employment is terminated by the Company without cause, and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you will receive the following severance benefits:

(i) severance payments at your final base salary rate for a period of twelve (12) months following your termination; such payments will be subject to applicable withholding and made in accordance with the Company's normal payroll practices;

(ii) payment of the premiums necessary to continue your group health insurance under COBRA (or to purchase other comparable health insurance coverage on an individual basis if you are no longer eligible for COBRA coverage) until the earlier of (x) twelve (12) months following your termination date; or (y) the date you first became eligible to participate in another employer's group health insurance plan; or (z) the date on which you are no longer eligible for COBRA coverage;

(iii) if your termination without cause occurs, the Company will pay you the prorated portion of any incentive bonus that you would have earned, if any, during the incentive bonus period in which your employment terminates (the pro-ration shall be equal to the percentage of that bonus period that you are actually employed by the Company), and such prorated bonus will be paid to you at the time that such incentive bonuses are paid to other Company employees.

(iv) with respect to any stock options granted to you by the Company, you will cease vesting upon your termination date; however, for options granted prior to the date of this agreement, the time to exercise those options will remain as stated in the option agreement you have received, for options granted subsequent to the date of this agreement, you will be entitled to purchase any vested shares of stock that are subject to those options until the earlier of (x) twelve (12) following your termination date, or (y) the date on which the applicable option(s) expire(s); except as set forth in this subparagraph, your Company stock options will

continue to be subject to and governed by the Plan and the applicable stock option agreements between you and the Company;

(v) outplacement assistance selected and paid for by the Company;

(d) Resignation for Good Reason: If you resign from your employment with the Company for Good Reason (as defined in this paragraph), and such resignation does qualify as a Resignation for Good Reason Following a Change of Control as set forth in subparagraph (e) below, and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c). For purposes of this Paragraph, "Good Reason" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chief Executive Officer of said condition(s):

(i) a reduction in your base salary of 20% or more, other than a reduction that is similarly applicable to all members of the Company's executive staff; or

(ii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to all of the members of the Company's executive staff; or

(iii) a material breach by the Company of any material provision of this Agreement; or

(iv) the relocation of the Company's workplace to a location that is more than 75 miles from your current Company workplace of [XXX].

The foregoing condition(s) shall not constitute "Good Reason" if you do not provide the Chief Executive Officer with the written notice described above within 45 days after you first become aware of the condition(s).

(e) Termination or Resignation For Good Reason Following a Change of Control: If, within 18 months following any Change of Control (as defined below), your employment is terminated by the Company without cause, or if you resign from your employment with the Company for Good Reason Following a Change of Control (as defined below), and you sign a general release of known and unknown claims in a form satisfactory to the Company, and you fully comply with your obligations under Paragraphs 7, 8, and 10, you shall receive the severance benefits described in Paragraph 5(c); provided, that the time periods set forth in subparagraphs 5()(i), (ii), and (iv) shall each be increased by an additional twelve months. In addition, if such termination occurs, you shall receive a payment equal to the greater of (i) the average of the annual incentive bonus payments received by you, if any, for the previous three years, or (ii) your target incentive bonus for the year in which your employment terminates. Such payment will be made to you within 15 days following the date on which the general release of claims described above becomes effective. The Company will also accelerate the vesting of all unvested stock options granted to you by the Company such that all of your Company stock options will be fully vested as of the date of your termination/resignation.

6. Change of Control/Good Reason.

(a) For purposes of this Agreement, a "Change of Control" of the Company shall mean the occurrence of any of the following unless both (i) immediately prior to such occurrence Harris Corporation ("Harris") owns more than 30% of the total combined voting power of the Company's outstanding securities and (ii) immediately after such occurrence (and the exercise or lapse of any rights triggered by such occurrence) Harris owns a majority of such total combined voting power of the outstanding capital stock of the Company:

(i) any merger, consolidation, share exchange or Acquisition, unless immediately following such merger, consolidation, share exchange or Acquisition of at least 50% of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of (i) the entity resulting from such merger, consolidation or share exchange, or the entity which has acquired all or substantially all of the assets of the Company (in the case of an asset sale that satisfies the criteria of an Acquisition) (in either case, the "Surviving Entity"), or (ii) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the total voting power (in respect of the election of directors, or similar officials in the case of an entity other than a corporation) of the Surviving Entity (the "Parent Entity") is represented by Company securities that were outstanding immediately prior to such merger, consolidation, share exchange or Acquisition (or, if applicable, is represented by shares into which such Company securities were converted pursuant to such merger, consolidation, share exchange or Acquisition), or

(ii) any person or group of persons (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended and in effect from time to time) directly or indirectly acquires beneficial ownership (determined pursuant to Securities and Exchange Commission Rule 13d-3 promulgated under the said Exchange Act) other than through a merger, consolidation, or Acquisition of securities possessing more than 30% of the total combined voting power of the Company's outstanding securities other than (i) Harris, provided that this exclusion of Harris shall no longer apply after such time, if any, as Harris beneficially owns less than 30% of such total voting power, (ii) an employee benefit plan of the Company or any of its Affiliates (other than Harris), (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates (other than Harris), or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities or

(iii) over a period of 36 consecutive months or less, there is a change in the composition of the Board such that a majority of the Board members (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of Board members, to be composed of individuals each of whom meet one of the following criteria: (i) have been a Board member continuously since the adoption of this Plan or the beginning of such 36 month period, (ii) have been appointed by Harris Corporation, or (iii) have been elected or nominated during such 36 month period by at least a majority of the Board members that (x) belong to the same class of director as such Board member and (y) satisfied the criteria of this subsection (c) when they were elected or nominated, or

(iv) a majority of the Board determines that a Change of Control has occurred.

(v) the complete liquidation or dissolution of the Company;

For the purposes of this Agreement, the term "Affiliate", means any corporation, partnership, limited liability company, business trust, or other entity controlling, controlled by or under common control with the Company.

(b) For purposes of this Agreement, "Good Reason Following a Change of Control" means any of the following conditions, which condition(s) remain in effect 60 days after written notice from you to the Chief Executive Officer of said condition(s):

(i) a material and adverse change in your position, duties or responsibilities for the Company, as measured against your position, duties or responsibilities immediately prior to the Change of Control; or

(ii) a reduction in your base salary as measured against your base salary immediately prior to the Change in Control; or

(iii) a material reduction in your employee benefits, other than a reduction that is similarly applicable to a majority of the members of the Company's executive staff; or

(iv) the relocation by more than 75 miles of your Company workplace of [XXX].

7. Confidential and Proprietary Information: As a condition of your employment, you agree to sign and abide by the Company's standard form of employee proprietary information/confidentiality/assignment of inventions agreement.

8. Termination Obligations.

(a) You agree that all property, including, without limitation, all equipment, proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your employment, belongs to the Company and shall be returned to the Company promptly upon any termination of your employment.

(b) Upon your termination for any reason, and as a condition of your receipt of any severance benefits hereunder, you will promptly resign in writing from all offices and directorships then held with the Company or any affiliate of the Company.

(c) Following the termination of your employment with the Company for any reason, you shall fully cooperate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also cooperate in the defense of any action brought by any third party against the Company.

9. Limitation of Payments and Benefits.

To the extent that any of the payments and benefits provided for in this Agreement or otherwise payable to you (the "Payments") constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of such Payments shall be either:

(a) the full amount of the Payments, or

(b) a reduced amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code (the "Excise Tax"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by you, on an after-tax basis, of the greatest amount of benefit. In the event that any Excise Tax is imposed on the Payments, you will be fully responsible for the payment of any and all Excise Tax, and the Company will not be obligated to pay all or any portion of any Excise Tax.

10. Other Activities. In order to protect the Company's valuable proprietary information, you agree that during your employment and for a period of twelve (12) months following the termination of your employment with the Company for any reason, you will not, as a compensated or uncompensated officer, director, consultant, advisor, partner, joint venturer, investor, independent contractor, employee or otherwise, provide any labor, services, advice or assistance to any entity or its successor involved in the design, manufacture, distribution (directly or indirectly), or integration of any digital microwave products substantially similar to current Company products in form, fit, or function and used in terrestrial microwave point-to-point telecommunications networks anywhere in the world. You acknowledge and agree that the restrictions contained in the preceding sentence are reasonable and necessary, as there is a significant risk that your provision of labor, services, advice or assistance to any of those competitors could result in the disclosure of the Company's proprietary information. You further acknowledge and agree that the restrictions contained in this paragraph will not preclude you from engaging in any trade, business or profession that you are qualified to engage in. In the event of your breach of this Paragraph, the Company shall not be obligated to provide you with any further severance payments or benefits subsequent to such breach.

11. Dispute Resolution. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, the parties' employment relationship, or the termination of that relationship for any reason, shall be brought in the United States District Court for the Eastern District of North Carolina or Northern District of California [as may be applicable to the individual] (or should such court lack jurisdiction to hear such action, suit or proceeding, in a North Carolina/California state court in the County of [county name] and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection they may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Paragraph 11 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

12. Compliance With Section 409A. Notwithstanding any inconsistent provision of this Agreement, to the extent the Company determines in good faith that (a) one or more of the payments or benefits you would receive pursuant to this Agreement in connection with your termination of employment would constitute deferred compensation subject to the rules of Section 409A of the Code, and (b) you are a "specified employee" under Section 409A, then only to the extent required to avoid your incurrence of any additional tax or interest under Section 409A of the Code, such payment or benefit will be delayed until the date which is six (6) months after your "separation from service" within the meaning of Section 409A. Any payments or benefits that would have been payable but are delayed under the previous sentence shall be payable at that time. You and the Company agree to negotiate in good faith to reform any provisions of this Agreement to maintain to the maximum extent practicable the original intent of the applicable provisions without violating the provisions of Section 409A of the Code, if the Company deems such reformation necessary or advisable in order to avoid the incurrence of any such additional tax, interest and/or penalties under Section 409A. Such reformation shall not result in a reduction of the aggregate amount of payments or benefits provided to you under this Agreement.

13. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

14. Applicable Withholding. All salary, bonus, severance and other payments identified in this Agreement are subject to applicable withholding by the Company.

15. Assignment. In view of the personal nature of the services to be performed under this Agreement by you, you cannot assign or transfer any of your obligations under this Agreement.

16. Entire Agreement. This Agreement and the agreements referred to above constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations or agreements between you and the Company regarding your employment, whether written or oral. This Agreement sets forth our entire agreement regarding the Company's obligation to provide you with severance benefits upon any termination of your employment, and you shall not be entitled to receive any other severance benefits from the Company pursuant to any Company severance plan, policy or practice.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of [North Carolina/California].

18. Modification. This Agreement may only be modified or amended by a supplemental written agreement signed by you and an authorized representative of the Board.

[Name of Executive]
Employment Agreement

[Name] we look forward to having you join us at Harris Stratex Networks, Inc. Please sign and date this letter on the spaces provided below to acknowledge your acceptance of the terms of this Agreement.

Sincerely,

Harris Stratex Networks, Inc.

By: _____
President and Chief Executive Officer

I agree to and accept employment with Harris Stratex Networks, Inc. on the terms and conditions set forth in this Agreement.

Date: _____, 2007

_____
Name of Executive Employee

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-140193 of Harris Stratex Networks, Inc. on Form S-1 of (1) our reports dated June 14, 2006, relating to the consolidated financial statements and financial statement schedule of Stratex Networks, Inc. (the "Company") and (2) our report dated June 14, 2006, relating to management's report on the effectiveness of internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting because of a material weakness), incorporated by reference in this Current Report on Form 8-K.

/s/ Deloitte & Touche LLP

San Jose, California
February 1, 2007

Exhibit 99.1

Harris Stratex Networks Announces Completion of Merger

Combination Creates Largest Independent Global Provider of Wireless Transmission Network Solutions

Research Triangle Park, NC, January 26, 2007 — Harris Stratex Networks, Inc. (NASDAQ: HSTX), today announced the completion of the combination of Stratex Networks and Harris Corporation's Microwave Communications Division. Harris Stratex Networks will be listed on the NASDAQ Global Market under the stock symbol HSTX, effective January 29, 2007, at market open. With calendar year 2006 revenue of about $650 million, Harris Stratex Networks is the largest independent provider of wireless transmission network solutions, with customers in over 150 countries.

Harris Stratex Networks offers end-to-end wireless transmission solutions for mobile and fixed wireless service providers, and private networks. The new company's solutions offering will be the broadest in the industry, including microwave radios for access and trunking applications, carrier-grade Ethernet transmission systems, network management software, and turnkey field services that include network planning, engineering and implementation.

"As Harris Stratex Networks, we expect to have a significant impact on the wireless transmission market through our comprehensive product line and field services, our market-leading technology, and a truly global geographic footprint," said Guy Campbell, president and chief executive officer of Harris Stratex Networks. "For us, this means increased revenue opportunities in every region and market segment—across the globe."

With this combination, the new company also expects to gain significant manufacturing cost synergies due to increased volume leverage, more streamlined supply-chain processes, and increased use of outsourced contract manufacturing in low-cost locations. "Our international sales structure has been defined, we have a stronger presence, and we're ready today to provide enhanced service to our customers," said Tom Waechter, chief operating officer of Harris Stratex Networks.

Financial Results Call Scheduled for January 30, 2007

At 5:30 p.m. Eastern Time on Tuesday, January 30, 2007, Harris Stratex Networks will host a conference call to discuss the financial results for the quarter ended December 2006 for Stratex Networks, Inc., and pro forma information for the new company, Harris Stratex Networks. Those wishing to join the call should dial 303-262-2138 (no pass code required). A replay of the call will be available starting one hour after the call's completion and will run until midnight, Eastern Time, on Tuesday, February 6, 2007. To access the replay, dial 303-590-3000 (pass code: 11082112#). A live and an archived webcast of the conference call will also be available via the Internet at www.HarrisStratex.com.

About Harris Stratex Networks, Inc.

Harris Stratex Networks is the world's leading independent supplier of turnkey wireless network solutions. The company offers reliable, flexible and scalable wireless network solutions, backed by comprehensive professional services and support. Harris Stratex Networks serves all global

markets, including mobile network operators, public safety agencies, private network operators, utility and transportation companies, government agencies, and broadcasters. Customers in more than 150 countries depend on Harris Stratex Networks to build, expand and upgrade their voice, data and video solutions. Harris Stratex Networks is recognized around the world for innovative, best-in-class wireless networking solutions and services. For more information, visit www.HarrisStratex.com.

Forward Looking Statement

The information contained in this document includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act and Section 27A of the Securities Act. All statements, trend analyses and other information contained herein about the markets for the services and products of Harris Stratex and trends in revenue, as well as other statements identified by the use of forward-looking terminology, including “anticipate”, “believe”, “plan”, “estimate”, “expect”, “goal” and “intend”, or the negative of these terms or other similar expressions, constitute forward-looking statements. These forward-looking statements are based on estimates reflecting the current beliefs of the senior management of Harris Stratex. These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Forward-looking statements should therefore be considered in light of various important factors, including those set forth in this document. Important factors that could cause actual results to differ materially from estimates or projections contained in the forward-looking statements include the following: the failure to obtain and retain expected synergies from the transactions contemplated by the combination agreement; rates of success in executing, managing and integrating key acquisitions and transactions, including the integration of the operations, personnel and businesses of the Stratex Networks, Inc. with those of the former Microwave Communications Division of Harris Corporation; the ability to achieve business plans for Harris Stratex; the ability to manage and maintain key customer relationships; the ability to fund debt service obligations through operating cash flow; the ability to obtain additional financing in the future and react to competitive and technological changes; the ability to comply with restrictive covenants in Harris Stratex’s indebtedness; the ability to compete with a range of other providers of microwave communications products and services; the effect of technological changes on Harris Stratex’s businesses; the functionality or market acceptance of new products that Harris Stratex may introduce; the extent to which Harris Stratex’s future earnings will be sufficient to cover its fixed charges; Harris Stratex will be subject to intense competition; the failure of Harris Stratex to protect its intellectual property rights; currency and interest rate risks; the impact of political, economic and geographic risks on international sales; the ability to retain the principal sources of revenue of Stratex Networks, Inc. and Harris Microwave Communications Division; and future changes in prices for Harris Stratex’s products and services.

For more information regarding the risks and uncertainties of the microwave communications business as well as risks relating to the combination of Harris Microwave Communications Division and Stratex, see “Risk Factors” in the proxy statement/ prospectus included in the registration statement on Form S-4, as well as other reports filed by Harris Stratex with the U.S. Securities and Exchange Commission from time to time. Harris Stratex undertakes no obligation

to update publicly any forward-looking statement for any reason, except as required by law, even as new information becomes available or other events occur in the future.

# # #

CONTACTS

Media inquiries: Kami Spangenberg, Harris Stratex Networks, (919) 767-5238, kami.spangenberg@hstx.com

Investor inquiries: Mary McGowan, Summit IR Group Inc., 408-404-5401, mary@summitirgroup.com