

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

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended June 28, 2024 or
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-33278

AVIAT NETWORKS, INC.

Delaware

(State or other jurisdiction of incorporation or organization)

20-5961564

(I.R.S. Employer Identification No.)

200 Parker Drive, Suite C100A, Austin, Texas

(Address of principal executive offices)

78728

(Zip Code)

Registrant's telephone number, including area code: (408) 941-7100

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	AVNW	NASDAQ Stock Market LLC
Preferred Share Purchase Rights		NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of December 29, 2023, the aggregate market value of the registrant's common stock held by non-affiliates was approximately \$400.9 million. For purposes of this calculation, the registrant has assumed that its directors, executive officers and holders of 10% or more of the outstanding common stock are affiliates.

As of October 03, 2024, there were 12,676,490 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for its fiscal 2024 Annual Meeting of Stockholders ("Proxy Statement"), which will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended June 28, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K.

AVIAT NETWORKS, INC.
ANNUAL REPORT ON FORM 10-K
For the Fiscal Year Ended June 28, 2024
Table of Contents

	Page No.
PART I	<u>5</u>
Item 1. Business	<u>5</u>
Item 1A. Risk Factors	<u>15</u>
Item 1B. Unresolved Staff Comments	<u>33</u>
Item 1C. Cybersecurity	<u>33</u>
Item 2. Properties	<u>34</u>
Item 3. Legal Proceedings	<u>34</u>
Item 4. Mine Safety Disclosures	<u>34</u>
PART II	<u>35</u>
Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	<u>35</u>
Item 6. [Reserved]	<u>36</u>
Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations	<u>37</u>
Item 7A. Quantitative and Qualitative Disclosures About Market Risk	<u>46</u>
Item 8. Financial Statements and Supplementary Data	<u>47</u>
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	<u>90</u>
Item 9A. Controls and Procedures	<u>91</u>
Item 9B. Other Information	<u>95</u>
Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	<u>100</u>
PART III	<u>101</u>
Item 10. Directors, Executive Officers and Corporate Governance	<u>101</u>
Item 11. Executive Compensation	<u>101</u>
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	<u>101</u>
Item 13. Certain Relationships and Related Transactions, and Director Independence	<u>101</u>
Item 14. Principal Accountant Fees and Services	<u>101</u>
PART IV	<u>102</u>
Item 15. Exhibits and Financial Statement Schedules	<u>102</u>
Item 16. Form 10-K Summary	<u>102</u>
Signatures	<u>103</u>
Exhibit Index	<u>104</u>

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K, including “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they do not materialize or prove correct, could cause our results to differ materially from those expressed or implied by such forward-looking statements. All statements other than statements of historical fact are statements that could be deemed to be forward-looking statements, including without limitation statements of, about, concerning or regarding: our plans, strategies and objectives for future operations, including with respect to growing our business and sustaining profitability; our restructuring efforts; our research and development efforts and new product releases and services; trends in revenue; drivers of our business and the markets in which we operate; future economic conditions; performance or outlook and changes in our industry and the markets we serve; the outcome of contingencies; the value of our contract awards; beliefs or expectations; the sufficiency of our cash and our capital needs and expenditures; our acquisition strategy; our intellectual property protection; our compliance with regulatory requirements and the associated expenses; expectations regarding litigation; our intention not to pay cash dividends; seasonality of our business; the impact of foreign exchange and inflation; taxes; and assumptions underlying any of the foregoing. Forward-looking statements may be identified by the use of forward-looking terminology, such as “anticipates,” “believes,” “expects,” “may,” “should,” “would,” “will,” “intends,” “plans,” “estimates,” “strategy,” “projects,” “targets,” “goals,” “seeing,” “delivering,” “continues,” “forecasts,” “future,” “predict,” “might,” “could,” “potential,” or the negative of these terms, and similar words or expressions.

These forward-looking statements are based on estimates reflecting the current beliefs of the senior management of Aviat Networks, Inc. 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 Annual Report on Form 10-K.

See “Item 1A. Risk Factors” in this Annual Report on Form 10-K for more information regarding factors that may cause our results to differ materially from those expressed or implied by the forward-looking statements contained in this Annual Report on Form 10-K.

You should not place undue reliance on these forward-looking statements, which reflect our management’s opinions only as of the date of the filing of this Annual Report on Form 10-K. Forward-looking statements are made in reliance upon the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), along with provisions of the Private Securities Litigation Reform Act of 1995, and we expressly disclaim any obligation, other than as required by law, to update any forward-looking statements to reflect further developments or information obtained after the date of filing of this Annual Report on Form 10-K or, in the case of any document incorporated by reference, the date of that document.

PART I

Item 1. *Business*

Aviat Networks, Inc., together with its subsidiaries, is a global supplier of microwave networking and wireless access networking solutions, backed by an extensive suite of professional services and support. Aviat Networks, Inc. may be referred to as “the Company,” “AVNW,” “Aviat Networks,” “Aviat,” “we,” “us” and “our” in this Annual Report on Form 10-K.

Aviat was incorporated in Delaware in 2006 to combine the businesses of Harris Corporation’s Microwave Communications Division (“MCD”) and Stratex Networks, Inc. (“Stratex”). On January 28, 2010, we changed our corporate name from Harris Stratex Networks, Inc. to Aviat Networks, Inc.

Aviat’s principal executive offices are located at 200 Parker Dr., Suite C100A, Austin, Texas 78728, and its telephone number is (408) 941-7100. Aviat’s common stock is listed on the NASDAQ Global Select Market under the symbol AVNW. As of June 28, 2024, the Company had 913 employees.

Overview and Description of the Business

We design, manufacture and sell a range of wireless transport and access networking products, solutions and services to two principal customer types.

1. Communications Service Providers (“CSPs”): These include mobile and fixed telecommunications network operators, broadband and internet service providers and network operators which generate revenues from the communications services that they provide.
2. Private network operators: These are customers which do not resell communications services but build networks for reasons of economics, autonomy, and/or security to support a wide variety of mission critical performance applications. Examples include federal, state and local government agencies, transportation agencies, energy and utility companies, public safety agencies and broadcast network operators around the world.

We sell products and services directly to our customers, and, to a lesser extent, agents and resellers.

Our products utilize microwave and millimeter wave technologies to create point to point and point to multi-point wireless links for short, medium and long-distance interconnections. In addition to our wireless products, we also provide routers and a range of premise and hosted private cloud-based software tools and applications to enable deployment, monitoring, network management, and optimization and operational assurance of our systems as well as to automate network design and procurement. We also source, qualify, supply, integrate, test and support third party equipment such as antennas, optical transmission equipment and other equipment necessary to build and deploy a complete telecommunications transmission network. We provide a full suite of professional services for planning, deployment, operations, optimization and maintenance of our customers’ networks.

Our wireless systems deliver urban, suburban, regional and country-wide communications links as the primary alternative to fiber optic, low earth orbit satellite and copper connections. Fiber optic connections are the primary connectivity alternative to wireless systems. In dense urban and suburban areas, wireless solutions can be faster to deploy and lower cost per mile than new fiber deployments. In developing nations, fiber infrastructure is often scarce and as a result wireless systems are used for both long and short distance connections. Wireless systems also have advantages over optical fiber in areas with rugged terrain, and to provide connections over bodies of water such as between islands or to offshore oil and gas production platforms. Through the air wireless transmission is also inherently lower in latency than transmission through optical cables and can be leveraged in time sensitive networking applications, such as high frequency trading.

Revenue from our North America and international regions represented approximately 50% and 50% of our revenue in fiscal 2024, 58% and 42% of our revenue in fiscal 2023, and 66% and 34% of our revenue in fiscal 2022, respectively. Information about our revenue attributable to our geographic regions is set forth in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in “Note 10. Segment and Geographic Information” of the accompanying consolidated financial statements and notes in this Annual Report on Form 10-K.

Market Overview

We believe that future demand for microwave and millimeter wave transmission systems will be influenced by a number of factors across several market segments.

Mobile/5G Networks

As mobile networks evolve and expand, add subscribers, and increase the number of wirelessly connected devices, sensors and machines, investment in backhaul infrastructure is required. Whether mobile network operators choose to self-build this backhaul infrastructure, or lease backhaul services from other network providers, we expect that the evolution of mobile networks will continue to drive demand for microwave and millimeter wave wireless backhaul transmission technologies. Within this overall scope, there are multiple individual drivers for investment in backhaul infrastructure.

- *5G Deployments.* Mobile Radio Access Network (“RAN”) technologies are evolving. With the evolution from 4G (HSPA+ and LTE) to 5G, technology is rapidly advancing and providing subscribers with higher speed access to the Internet, social media, and video streaming services. The dramatic increase in data to be transported through the RAN and across the backhaul infrastructure drives requirements for higher data transport links necessitating upgrades to or replacement of the existing backhaul infrastructure.
- *Subscriber Growth.* Traffic on the backhaul infrastructure increases as the number of unique subscribers grows.
- *Connected Devices.* The number of devices such as smart phones and tablets connected to the mobile network is far greater than the number of unique subscribers and is continuing to grow as consumers adopt multiple mobile device types. There is also rapid growth in the number and type of wireless enabled sensors and machines being connected to the mobile network creating new revenue streams for network operators in healthcare, agriculture, transportation and education. As a result, the data traffic crossing the backhaul infrastructure continues to grow.
- *IoT.* The Internet of Things (“IoT”) brings the potential of massive deployment of wireless end points for sensing and reporting data and remotely controlling machines and devices. The increase of data volume drives investment in network infrastructure.
- *Network Densification.* RAN frequency spectrum is a limited resource and shared between all of the devices and users within the coverage area of each base station. Meeting the combined demand of increasing subscribers and devices will require the deployment of much higher densities of base stations with smaller and smaller range (small cells) each requiring interconnection and proportionally driving increased demand for wireless backhaul and/or fronthaul solutions as the primary alternative to optical fiber connectivity.
- *Geographic Coverage.* Expanding the geographic area covered by a mobile network requires the deployment of additional cellular base station sites. Each additional base station site also needs to be connected to the core of the mobile network through expansion of the backhaul system.
- *License Mandates.* Mobile Operators are licensed telecommunications service providers. Licenses will typically mandate a minimum geographic footprint within a specific period of time and/or a minimum proportion of a national or regional population served. This can pace backhaul infrastructure investment and cause periodic spikes in demand.

Rural Broadband

- *Middle Mile.* Aviat transport equipment is used to deliver broadband connectivity to rural and suburban communities as an alternative to costly fiber. There are significant investments being made to improve rural household and enterprise connectivity and many of these investments target middle mile infrastructure builds.
- *Expansion of Offered Services.* Internet service providers, especially those in emerging markets, now own and operate the most modern communications networks within their respective regions. These network assets can be further leveraged to provide high speed broadband services to fixed locations such as small, medium and large business enterprises, airports, hotels, hospitals, and educational institutions. Microwave and millimeter wave backhaul is ideally suited to providing high speed broadband connections to these end points due to the lack of fiber infrastructure.

Private Networks

In addition to mobile backhaul, we see demand for microwave technology in other vertical markets, including utility, public safety, energy and mining, government, financial institutions and broadcast.

- Many utility companies around the world are actively investing in “Smart Grid” solutions and energy demand management, which drive the need for network modernization and increased capacity of networks.

- The investments in network modernization in the public safety market can significantly enhance the capabilities of security agencies. Improving border patrol effectiveness, enabling inter-operable emergency communications services for local or state police, providing access to timely information from centralized databases, or utilizing video and imaging devices at the scene of an incident requires a high bandwidth and reliable network. The mission critical nature of public safety and national security networks can require that these networks are built, operated and maintained independently of other network infrastructure. Microwave is well suited to this environment because it is a cost-effective alternative to fiber.
- Microwave technology can be used to engineer long distance and more direct connections than optical cable. Microwave signals also travel through the air much faster than light through glass and the combined effect of shorter distance and higher speed reduces latency, which is valued for trading applications in the financial industry. Our products have already been used to create low latency connections between major centers in the United States (“U.S.”), Europe and Asia and we see long-term interest in the creation of further low latency routes in various geographies around the world.
- Evolution to IP (internet protocol). Network Infrastructure capacity, efficiency and flexibility is greatly enhanced by transitioning from legacy SDH (synchronous digital hierarchy) / SONET (synchronous optical network) / TDM (time division multiplexing) to IP infrastructure. Our products offer integrated IP transport and routing functionality increasing the value they bring in the backhaul network.
- The enhancement of border security and surveillance networks to counter terrorism and insurgency is aided by the use of wireless technologies including microwave backhaul.
- The expected growth of remote and industrial access applications to support the evolution of smart networks for cities, oilfields, mines and remote rural broadband connectivity using fixed, nomadic and mobile wireless technologies, particularly where a high degree of environmental resilience and ruggedness is required.

These factors are combining to create a range of opportunities for continued investment in backhaul, transport and access networks that favor microwave and millimeter wave technologies. As we focus on executing future generations of our technology, our goal is to make wireless technology a viable choice for an ever-broadening range of network types.

Strategy

We are engaging with customers on the evolution of use cases and applications as 5G mobile and broadband networks edge closer to implementation and begin to factor more strongly in the vendor selection process. We are confident in our ability to address current and future 5G market needs.

We are focused on building a sustainable and profitable business with growth potential. We have invested in our people and processes to create a platform for operational excellence across sales, services, product development and supply chain areas while continuing to make investments in strengthening our product and services portfolio and expanding our reach into targeted market areas.

Our strategy has three main elements aligned to deliver a compelling Total Cost of Ownership (“TCO”) value proposition. The first is our portfolio of wireless transport products allowing our customers increased capacity and flexibility with a much better total cost solution. We are expanding the data-carrying capacity of our wireless products to address the increasing data demand in networks of all types, while reducing overall energy consumption. Our research and development is focused on innovations that increase capacity, reduce energy consumption and lower overall TCO.

Second, to address the operational complexity of planning, deploying, owning and operating microwave networks, we are investing in a combination of software applications, tools and services where simplification, process automation, optimization and performance assurance, combined with our unique expertise in wireless technology can make a significant difference for our customers and partners.

Finally, Aviat is investing in e-commerce through our online platform, the “Aviat Store” and supporting supply chain capabilities. Aviat can better service customers buying through the Aviat Store with lower costs, faster lead times and a simpler purchasing experience. The Aviat Store, together with our supply chain, enables customers (including ISP, Tier 2 and mobile 5G operators) to purchase products as needed, thus avoiding lengthy and variable lead times that come with other vendor solutions and allowing those customers to lower warehousing costs, reduce obsolete equipment, and lower the cost of capital by paying only when equipment is needed.

We continue to develop our professional services portfolio as key to our long-term strategy and differentiation. We offer a portfolio of hosted expert services and we continue to offer training and accreditation programs for microwave and IP network design, deployment and maintenance.

We expect to continue to serve and expand upon our existing customer base and develop business with new customers. We intend to leverage our customer base, longstanding presence in many countries, distribution channels, comprehensive product line, superior customer service and our turnkey solution capability to continue to sell existing and new products and services to current and future customers.

Products and Solutions

Our product and solutions portfolio is key to building and maintaining our base of customers. We offer a comprehensive product and solutions portfolio that meets the needs of service providers and network operators and that addresses a broad range of applications, frequencies, capacities and network topologies.

- *Broad product and solution portfolio.* We offer a comprehensive suite of wireless transport and access systems for microwave and millimeter wave networking applications. These solutions utilize a wide range of transmission frequencies, ranging from 450 MHz to 90 GHz, and can deliver a wide range of transmission capacities, ranging up to 20 Gigabits per second (Gbps). The major product families included in these solutions are CTR 8000, WTM 4000, RDL 3000, RDL 6000, IRU 600, Pasolink, ProVision Plus and AviatCloud. Our CTR 8000 platform is a range of routers purpose-built for transport applications, especially those that require high level of reliability and security. WTM 4000, the highest capacity microwave radio ever produced to date, and purpose built for software-defined networks (“SDN”). SDN technology is an approach to networking management that enables dynamic, programmatically efficient networking configuration to improve networking performance and monitoring, making it more like cloud computing than traditional networking management. We introduced multiple important variants to the WTM 4000 platform; WTM4100 & 4200 providing single and dual frequency microwave links with advanced XPIC and MIMO capabilities; STR4500 for multi-channel aggregation of microwave channels in long distance applications; WTM4800 is the latest addition to address 5G network requirements and is capable of operating in the 80GHz E-Band at up to 20 Gbps capacity, with a unique single-box Multi-Band capability which simultaneously uses microwave and E-Band frequencies for maximum capacity, distance and reliability. WTM 4800 is the only single box multi-band solution for lowest total cost of ownership deployments. Aviat has now introduced a new 2-box extended distance Multi-Band (MB-XD) to extend 10 Gbps links over distances up to 20km, and Multi-Band Vendor Agnostic (MB-VA) that enables a seamless 10 Gbps E-Band overlay to existing legacy microwave links. Our RDL 3000 platform is designed to support ruggedized fixed and nomadic wireless access in remote and industrial applications. RDL 6000 is a highly differentiated Private-LTE solution that provides the equivalent coverage of a macro-base station, but in a compact and cost-effective all-outdoor design. Our IRU 600 EHP/UHP is an ultra-high power indoor microwave radio that enables relocation of mission critical links from the 6 GHz band to the 11 GHz band to minimize potential interference and deliver longer links with more capacity, while also minimizing tower related costs. Aviat Pasolink is a market-leading range of split-mount and all-outdoor microwave and millimeter-wave solutions with an extensive global installed base. Aviat’s ProVision Plus Management Software Suite enables operators to manage and control their network, optimize performance and lower operating expenses To address the issues of operational complexity in our customers’ networks, AviatCloud is a platform with secure hosted software and services to automate networks and their operations.
- *Low total cost of ownership.* Our wireless-based solutions focus on achieving a low total cost of ownership, including savings on the combined costs of initial acquisition, installation and ongoing operation and maintenance. Our latest generation system designs reduce rack space requirements, require less power, are software-configurable to reduce spare parts requirements, and are simple to install, operate, upgrade and maintain. Our advanced wireless features such as Multi-Band, high modulation and ultra-high power performance also enable operators to save on related costs, including spectrum fees and tower rental fees.
- *Futureproof network.* Our solutions are designed to protect the network operator’s investment by incorporating software-configurable capacity upgrades and plug-in modules that provide a smooth migration path to Carrier Ethernet and IP/MPLS (multiprotocol label switching) and segment routing based networking, without the need for costly equipment substitutions and additions. Our products include key technologies we believe will be needed by operators for their network evolution to support new broadband services.

- *Flexible, easily configurable products.* We use flexible architectures with a high level of software configurable features. This design approach produces high-performance products with reusable components while at the same time allowing for a manufacturing strategy with a high degree of flexibility, improved cost and reduced time-to-market. The software features of our products offer our customers a greater degree of flexibility in installing, operating and maintaining their networks.
- *Comprehensive network management.* We offer a range of flexible network management solutions, from element management to enterprise-wide network and service management software, which together with our Frequency and Health Assurance expert software modules enable operators to improve network performance and lower costs.
- *Complete professional services.* In addition to our product offerings, we provide network planning and design, site surveys and builds, systems integration, installation, maintenance, network monitoring, training, customer service and many other professional services. Our services cover the entire evaluation, purchase, deployment and operational cycle and enable us to be one of the few complete, turnkey solution providers in the industry.

Business Operations

Sales and Service

Our primary route to market is through our own direct sales, service and support organization. This provides us with the best opportunity to leverage our role as a technology specialist and differentiate ourselves from competitors. Our focus on key customers and geographies allows us to consistently achieve a high level of customer retention and repeat business. Our highest concentrations of sales and service resources are in the United States, Western and Southern Africa, the Philippines, and the European Union. We maintain a presence in a number of other countries, some of which are based in customer locations and include, but not limited to, Canada, Mexico, Kenya, India, Saudi Arabia, Indonesia, Australia, New Zealand, and Singapore.

In addition to our direct channel to market, we have relationships with original equipment manufacturers (“OEMs”) and system integrators especially focused towards large and complex projects in national security and government-related applications. Our role in these relationships ranges from equipment supply only to being a sub-contractor for a portion of the project scope where we will supply equipment and a variety of design, deployment and maintenance services.

We also use indirect sales channels, including dealers, resellers and sales representatives, in the marketing and sale of some lines of products and equipment on a global basis. These independent representatives may buy for resale or, in some cases, solicit orders from commercial or governmental customers for direct sales by us. Prices to the ultimate customer in many instances may be recommended or established by the independent representative and may be above or below our list prices. These independent representatives generally receive a discount from our list prices and are free to set the final sales prices paid by the customer.

We have a direct online sales option through our online “Aviat Store”. The Aviat Store targets customers with a traditional high cost to serve via traditional channels. We provide online design tools for radio link planning and online ordering tools, which we fulfill directly from our Aviat Store with multiple options of product available for next day shipment.

We have repair and service centers in the Philippines and the United States. We have customer service and support personnel who provide customers with training, installation, technical support, maintenance and other services on systems under contract. We install and maintain customer equipment directly, in some cases, and contract with third-party service providers in other cases.

The specific terms and conditions of our product warranties vary depending upon the product sold and country in which we do business. On direct sales, warranty periods generally start on the delivery date and continue for one to three years.

Manufacturing

Our global manufacturing strategy follows an outsourced manufacturing model using contract manufacturing partners in Asia and the United States. Our strategy is based on balancing cost and supplier performance as well as taking into account qualification for localization requirements of certain market segments, such as the Buy American Act.

All manufacturing operations have been certified to International Standards Organization 9001, a recognized international quality standard. We have also been certified to the TL 9000 standard, a telecommunication industry-specific quality system standard.

Backlog

Our backlog was approximately \$292 million at June 28, 2024 and \$289 million at June 30, 2023, consisting primarily of contracts or purchase orders for both product and service deliveries and extended service warranties. Services include management's initial estimate of the value of a customer's commitment under a services contract. The calculation used by management involves estimates and judgments to gauge the extent of a customer's commitment, including the type and duration of the agreement, and the presence of termination charges or wind down costs. Contract extensions and increases in scope are treated as backlog only to the extent of the new incremental value. We regularly review our backlog to ensure that our customers continue to honor their purchase commitments and have the financial means to purchase and deploy our products and services in accordance with the terms of their purchase contracts. Backlog estimates are subject to change and are affected by several factors, including terminations, changes in the scope of contracts, periodic revalidation, adjustments for revenue not materialized and adjustments for currency.

We expect to substantially deliver against the backlog as of June 28, 2024 during fiscal 2025, but we cannot be assured that this will occur. Product orders in our current backlog are subject to changes in delivery schedules or to cancellation at the option of the purchaser without significant penalty as well as long-term projects that could take more than a year to complete. Accordingly, although useful for scheduling production, backlog as of any particular date may not be a reliable measure of sales for any future period because of the timing of orders, delivery intervals, customer and product mix and the possibility of changes in delivery schedules and additions or cancellations of orders.

Customers

Although we have a large customer base, during any given fiscal year or quarter, a small number of customers may account for a significant portion of our revenue.

During fiscal 2024 and 2023, no customers accounted for more than 10% of total revenue. During fiscal 2022 one customer accounted for approximately 13% of total revenue.

Competition

The microwave and millimeter-wave wireless networking business is a competitive and specialized segment of the telecommunications industry that is sensitive to technological advancements. Our principal competitors include business units of large mobile and IP network infrastructure manufacturers such as Ericsson, Huawei and Nokia Corporation, as well as a number of smaller microwave specialist companies such as Ceragon Networks Ltd., Cambium Networks Corporation and Airspan Networks. We also compete with fiber optic cable and low earth orbit satellites for networking connections.

Some of our larger competitors may have greater name recognition, broader product lines (some including non-wireless telecommunications equipment and managed services), a larger installed base of products and longer-standing customer relationships. They may from time to time leverage their extensive overall portfolios into completely outsourced and managed network offerings restricting opportunities for specialist suppliers. In addition, some competitors may offer seller financing, which can be a competitive advantage under certain economic climates.

Some of our larger competitors may also act as systems integrators through which we sometimes distribute and sell products and services to end users.

The smaller independent private and public specialist competitors typically leverage new technologies and low product costs but are generally less capable of offering a complete solution including professional services, especially in the North America and Africa regions which form the majority of our addressed market.

We concentrate on market opportunities that we believe are compatible with our resources, overall technological capabilities and objectives. Principal competitive factors are unique differentiators, TCO, product quality and reliability, technological capabilities, service, ability to meet delivery schedules and the effectiveness of dealers in international areas. We believe that the combination of our network and systems engineering support and service, global reach, technological innovation, agility and close collaborative relationships with our customers are the key competitive strengths for us. However, customers may still make decisions based primarily on factors such as price, financing terms and/or past or existing relationships, where it may be difficult for us to compete effectively or profitably.

Research and Development

We believe that our ability to enhance our current products, develop and introduce new products on a timely basis, maintain technological competitiveness and meet customer requirements is essential to our success. Accordingly, we allocate, and intend to continue to allocate, a significant portion of our resources to research and development efforts in key technology areas and innovation to differentiate our overall portfolio from our competition. The majority of such research and development resources will be focused on technologies in microwave and millimeter wave RF, digital signal processing, networking protocols and software applications.

Our research and development expenditures totaled \$36.4 million, or 8.9% of revenue, in fiscal 2024, \$24.9 million, or 7.2% of revenue, in fiscal 2023, and \$22.6 million, or 7.5% of revenue, in fiscal 2022.

Research and development are primarily directed to the development of new products and to build technological capability. We are an industry innovator and intend to continue to focus significant resources on product development in an effort to maintain our competitiveness and support our entry into new markets.

Our product development teams totaled 196 employees as of June 28, 2024, and were located primarily in New Zealand, Slovenia and Canada.

Raw Materials and Supplies

Because of our range of products and services, as well as the wide geographic dispersion of our facilities, we use numerous sources of raw materials needed for our operations and for our products, such as electronic components, printed circuit boards, metals and plastics. We are dependent upon suppliers and subcontractors for a large number of components and subsystems and upon the ability of our suppliers and subcontractors to adhere to customers' requirements or regulatory restrictions and to meet performance and quality specifications and delivery schedules.

Our strategy for procuring raw material and supplies includes dual sourcing (where possible) on strategic assemblies and components. In general, we believe this reduces our risk with regard to the potential financial difficulties in our supply base. In some instances, we are dependent upon one or a few sources, either because of the specialized nature of a particular item or because of local content preference requirements pursuant to which we operate on a given project. Examples of sole or limited source categories include metal fabrications and castings, for which we own the tooling and therefore limit our supplier relationships, and ASIC's and MMICs (types of integrated circuit used in manufacturing microwave radios), which we procure at volume discount from a single source.

Patents and Other Intellectual Property

We consider our patents, trademarks and other intellectual property rights, in the aggregate, to constitute an important asset. We own a portfolio of patents, trade secrets, know-how, confidential information, trademarks, copyrights and other intellectual property. As of June 28, 2024, we (collectively with our subsidiaries) own approximately 179 U.S. patents and 182 international patents and had 8 U.S. patent applications pending and 12 international patent applications pending. The United States Patent and Trademark Office ("USPTO") and international equivalent bodies have not yet concluded substantive examination of our pending patent applications. Therefore, it is unclear what scope of additional patent coverage, if any, will eventually be provided as a result of those pending applications. Failure to obtain comprehensive patent coverage could impair our ability to prevent competitors from replicating some portions or all of our products. We also license intellectual property to and from third parties. The costs we pay or revenue we receive from such licenses may be dependent on certain factors, such as the market for such licenses and whether such licenses can be negotiated on commercially acceptable terms. However, we do not consider our business to be materially dependent upon any single patent, license or other intellectual property right.

Further, changes in either the patent laws or in the interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property and may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. In addition, Congress or other foreign legislative bodies may pass patent reform legislation that is unfavorable to us. For example, the United States Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the United States Congress, the United States federal courts, the USPTO, or similar

authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and the patents we might obtain or license in the future.

Our registered or unregistered trademarks or trade names may be challenged, circumvented, declared generic or determined to be infringing on other marks. There can be no assurance that competitors will not infringe our trademarks, that we will have adequate resources to enforce our trademarks or that any of our current or future trademark applications will be approved. During trademark registration proceedings, we may receive rejections and, although we are given an opportunity to respond, we may be unable to overcome such rejections. In addition, in proceedings before the USPTO and in proceedings before comparable agencies in many foreign jurisdictions, trademarks are examined for registrability against prior pending and registered third-party trademarks, and third parties are given an opportunity to oppose registration of pending trademark applications and/or to seek cancellation of registered trademarks. Applications to register our trademarks may be finally rejected, and opposition or cancellation proceedings may be filed against our trademarks, which may necessitate a change in branding strategy if such rejections and proceedings cannot be overcome or resolved.

Additionally, competitors may try to develop products that are similar to ours and that may infringe, misappropriate or otherwise violate our intellectual property rights. As a result, from time to time, we might engage in litigation to enforce our patents or other intellectual property rights or defend against claims of alleged infringement asserted by third parties. Any of our patents, trade secrets, trademarks, copyrights and other intellectual property rights could be challenged, invalidated or circumvented, or may not provide competitive advantages. Despite our efforts to protect our intellectual property rights, we cannot be certain that the steps we have taken will be sufficient or effective to prevent the unauthorized access, use, copying, or the reverse engineering of our technology and other intellectual property, including by third parties who may use our technology or other proprietary information to develop products and services that compete with ours. Additionally, policing unauthorized use of our intellectual property and proprietary rights can be difficult, costly and time consuming. The enforcement of our intellectual property and proprietary rights also depends on any legal actions we may bring against any such parties being successful, but these actions are costly, time-consuming, and may not be successful, even when our rights have been infringed, misappropriated, or otherwise violated. Furthermore, our competitors or other third parties may assert that our products infringe, misappropriate or otherwise violate their intellectual property rights. Successful claims of infringement, misappropriation or other violations by a third party could prevent us from offering certain products or features, require us to develop alternate, non-infringing technology, which could require significant time and expense, and at which time we could be unable to continue to offer our affected products or solutions, or require us to obtain a license, which may not be available on reasonable terms or at all, or force us to pay substantial damages, royalties or other fees.

In addition, to protect our confidential information, including our trade secrets, we require our employees and contractors to sign confidentiality and invention assignment agreements. We also enter into non-disclosure agreements with our suppliers and appropriate customers to limit their access to and disclosure of our proprietary information.

Although our ability to compete may be affected by our ability to protect our intellectual property rights and proprietary information, we believe that, because of the rapid pace of technological change in the wireless telecommunications industry, our innovative skills, technical expertise and ability to introduce new products on a timely basis is just as important in maintaining our competitive position as protecting our intellectual property. Trade secret, trademark, copyright and patent protections are important but must be supported by other factors such as the expanding knowledge, ability and experience of our personnel, new product introductions and product enhancements. Although we have and will continue to implement protective measures and intend to vigorously defend our intellectual property rights, there can be no assurance that these measures will be successful.

Environmental and Other Regulations

Our facilities and operations, in common with those of our industry in general, are subject to numerous domestic and international laws and regulations designed to protect the environment, increase transparency or modify corporate behavior, particularly with regard to wastes and emissions. We believe that we have substantially complied with these requirements and that such compliance has not had a material adverse effect on our results of operations, financial condition or cash flows. Based upon currently available information, we do not expect expenditures to protect the environment and to comply with current environmental laws and regulations over the next several years to have a material impact on our competitive or financial position but can give no assurance that such expenditures will not exceed current expectations, especially as such laws are evolving quickly and obligations on companies like ours may become more burdensome over time. From time to time, we receive notices from the U.S. Environmental Protection Agency or equivalent state or international environmental agencies that we are a potentially responsible party under the Comprehensive Environmental Response, Compensation and

Liability Act, which is commonly known as the Superfund Act, and equivalent laws. Such notices may assert potential liability for cleanup costs at various sites, which include sites owned by us, sites we previously owned and treatment or disposal sites not owned by us, allegedly containing hazardous substances attributable to us from past operations. We are not presently aware of any such liability that could be material to our business, financial condition or operating results, but due to the nature of our business and environmental risks, we cannot provide assurance that any such material liability will not arise in the future.

Electronic products are subject to environmental regulation in a number of jurisdictions. Equipment produced by us is subject to domestic and international requirements requiring end-of-life management and/or restricting materials in products delivered to customers. We believe that we have substantially complied with such rules and regulations, where applicable, with respect to our existing products sold into such jurisdictions.

Radio communications are also subject to various governmental regulation. Equipment produced by us is subject to domestic and international requirements to avoid interference among users of radio frequencies and to permit interconnection of telecommunications equipment. We believe that we have substantially complied with such rules and regulations with respect to our existing products, and we intend to comply with such rules and regulations with respect to our future products. Reallocation of the frequency spectrum could impact our business, financial condition and results of operations.

We have a comprehensive policy and procedures in effect concerning conflict minerals compliance.

Human Capital Management

As of June 28, 2024, we had 913 employees, of whom 909 were full-time employees and 279 were located in the U.S. None of our employees in the U.S. are represented by a labor union. In certain international subsidiaries, our employees are represented by workers' councils or statutory labor unions. In general, we believe that our employee relations are good. In the highly competitive technology market, we have been able to attract and retain diverse, well-qualified talent across our functions. Through our structured hiring process, we work to provide training for hiring managers in the selection process, detailed onboarding plans for new hires and surveys at regular intervals during the first months of employment to help measure engagement and support success. From time to time, we conduct surveys of our existing employee population and to help identify action items at the functional level as well as establishing company-wide initiatives to continually improve our culture and processes.

We believe we offer a competitive compensation package, tailored to the job function and location of each employee and linked to internal and external benchmarking. We have a global team, and we offer competitive compensation and benefits programs that meet the needs of our employees, while also reflecting local market practices. Our U.S. benefits plan includes health benefits, life and disability insurance, various voluntary insurances, flexible time off and leave programs, and a retirement plan with employer match. Our international benefits plans are competitive locally and generally provide similar benefits. We grant equity-based compensation to many of our employees. In addition, we offer benefits to support our employees' physical and mental health by providing tools and resources to help them improve or maintain their health and encourage healthy behaviors.

Information about our Executive Officers

The executive officers of Aviat as of October 4, 2024, are as follows:

Name and Age**Position Currently Held and Past Business Experience**

Peter A. Smith, 58

Mr. Smith was appointed President and Chief Executive Officer in January 2020. Prior to joining Aviat Networks, Mr. Smith served as Senior Vice President, US Windows and Canada for Jeld-Wen from March 2017 to December 2019. Prior to Jeld-Wen, he served as President of Polypore International's Transportation and Industrial segment from October 2013 to March 2017. Previously, he served as Chief Executive Officer and a director of Voltaix Inc. from September 2011 to October 2013. Earlier in his career, Mr. Smith held various executive leadership positions at Fortune 100 and Fortune 500 companies, including Cooper Industries, Dover Knowles Electronics and Honeywell Specialty Materials. Mr. Smith also served on the board of Soleras Advanced Coatings from August 2015 to October 2018 and Adaptive 3D Technologies from December 2020 through its sale in May 2021. Mr. Smith has both a Bachelor of Science degree in Material (Ceramics) Engineering and PhD in Material Science and Engineering from Rutgers University, and holds a Master of Business Administration degree from Arizona State University.

Michael C. Connaway, 44

As Chief Financial Officer (CFO), Mr. Connaway is responsible for worldwide finance, treasury, accounting, reporting, compliance and taxation. Prior to joining Aviat, Mr. Connaway was Vice President and Chief Financial Officer of Honeywell's Energy & Sustainability Solutions segment, and before that served in CFO capacities leading finance in its Safety & Productivity Solutions segment, and Advanced Materials business. Mr. Connaway started his career with General Electric, beginning in its financial management program and corporate audit group, before progressing to executive finance leadership positions within its Healthcare business. Before Honeywell, Mr. Connaway served as Chief Financial Officer of ABB's Industrial Solutions business, after it was acquired from GE Energy Connections. Mr. Connaway was instrumental in integrating Industrial Solutions into ABB's Electrification segment, driving post transaction synergies, fostering a culture of performance excellence, and instilling greater financial and operational rigor across all business processes. Mr. Connaway holds a Bachelor of Science degree in Finance from Boston College.

Erin R. Boase, 45

As General Counsel, Ms. Boase is responsible for all aspects of the Legal function. Ms. Boase brings a depth of experience to the team in privacy, employment, compliance, real estate, M&A, as well as, copyright, trademark and other product, software, service and cloud-related legal matters. Ms. Boase was previously at Lifesize, Inc. where she served as Head of Legal and Corporate Secretary. Prior to that she was the Senior Corporate Counsel at Cisco (formerly Duo Security, Inc.) where she managed the adoption of GDPR privacy compliance, development of company policies, copyright and trademark, technical compliance as well as other legal matters. Earlier in her career she held legal positions of progressive responsibility with Dell's Computer and Security business and Thomson Reuters. Ms. Boase holds a Juris Doctorate, Technology and Communications and graduated Cum Laude from Thomas Jefferson School of Law and a Bachelor of Arts from Midwestern State University.

Gary G. Croke, 52

As Vice President of Marketing, Mr. Croke is responsible for Aviat's global marketing which includes corporate and strategic marketing functions and product line management. Mr. Croke charts Aviat's global product and marketing strategy and ensures successful company-wide implementation. His team's primary focus is on achieving business growth through the definition and launch of new solutions that drive customer economic value. Mr. Croke has over 25 years of leadership experience in the data and mobile communications sectors and he is highly skilled at delivering creative and compelling value propositions with demand generation programs that produce business results. Mr. Croke has a bachelor's degree in electrical engineering from Memorial University of Newfoundland and has pursued postgraduate studies/research in business administration at the University of Ottawa.

There is no family relationship between any of our executive officers or directors, and there are no arrangements or understandings between any of our executive officers or directors and any other person pursuant to which any of them was appointed or elected as an officer or director, other than arrangements or understandings with our directors.

Website Access to Aviat Networks' Reports; Available Information

We maintain a website at www.aviatnetworks.com. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to such reports are available free of charge on our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the Securities and Exchange Commission ("SEC"). In addition to our reports filed or furnished with the SEC, we publicly disclose material information in press releases, at annual meetings of shareholders, in publicly accessible conferences and investor presentations, and through our website. References to our website in this Form 10-K are provided as a convenience and should not be deemed an incorporation by reference or a part of this Form 10-K.

Additional information relating to our business and operations is set forth in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Annual Report on Form 10-K.

Item 1A. Risk Factors

The nature of the business activities conducted by the Company subjects us to certain hazards and risks. The following is a summary of some of the material risks relating to the Company's business activities. Other risks are described in "Item 1. Business," "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Item 7A. Quantitative and Qualitative Disclosures About Market Risk." Prospective and existing investors are strongly urged to carefully consider the various cautionary statements and risks set forth in this Annual Report on Form 10-K and in our other public filings.

We face many business risks, including those related to our financial performance, investments in our common stock, operating our business and legal matters. If any of these risks occur, our financial condition and results of operations could be materially and adversely affected. In that case, the market price of the Company's common stock could decline.

Risk Factors Summary

The following is a summary of the principal risks that could adversely affect our business, operations and financial results.

Business and Operational Risk Factors

- Our sales cycle may be lengthy, and the timing of sales, along with additional services such as network design, installation and implementation of our products within our customers' networks, may extend over more than one period, which can make our operating results more volatile and difficult to predict and can complicate the proper recognition of revenue on more complex sales transactions.
- Our success will depend on new products introduced to the marketplace in a timely manner, successfully completing product transitioning and achieving customer acceptance.
- We rely on various third-party service partners to help complement our global operations, and failure to adequately manage these relationships could adversely impact our financial results and relationships with customers.
- We continually evaluate the optimal mix and location of our manufacturing assets and our third-party contract manufacturer assets, and any movement or re-allocation of these manufacturing assets may not be successful, could disrupt our operations, cause us to incur increased costs, and adversely affect our business and our operating results.
- We must respond to rapid technological change and comply with evolving industry standards and requirements for our products to be successful.
- Our average sales prices may decline in the future.
- Credit and commercial risks and exposures could increase if the financial condition of our customers declines.
- Our restructuring actions could harm our relationships with our employees and impact our ability to recruit new employees.
- Our business could be adversely affected if we are unable to attract and retain key personnel.
- We face strong competition for maintaining and improving our position in the market, which can adversely affect our revenue growth and operating results.
- Our ability to sell our products and compete successfully is highly dependent on the quality of our customer service and support, and our failure to offer high quality service and support could have a material adverse effect on our sales and results of operations.

- Product performance problems, including undetected errors in our hardware or software, or deployment delays could harm our business and reputation.
- If we fail to accurately forecast our manufacturing requirements or customer demand, we could incur additional costs, which would adversely affect our business and results of operations.
- If we fail to effectively manage our contract manufacturer relationships, we could incur additional costs or be unable to timely fulfill our customer commitments, which would adversely affect our business and results of operations and, in the event of an inability to fulfill commitments, would harm our customer relationships.
- We depend on sole or limited sources and geographies for some key components and failure to receive timely delivery of any of these components could result in deferred or lost sales.
- Because a significant amount of our revenue may come from a limited number of customers, the termination of any of these customer relationships may adversely affect our business.
- We continually evaluate strategic transaction opportunities which could involve merger, divestiture, sale and/or acquisition activities that could disrupt our operations and harm our operating results, and may require management to devote significant attention and resources to achieve strategic transactions.

Financial and Macroeconomic Risk Factors

- Due to the volume of our international sales, we may be susceptible to a number of political, economic and geographic risks that could harm our business.
- There are inherent limitations on the effectiveness of our controls and if we fail to implement and maintain effective internal control over financial reporting, it could adversely impact our business, results of operations, investor confidence and our stock price.
- We may not be able to obtain capital when desired on favorable terms, if at all, or without dilution to our stockholders.
- The effects of global financial and economic conditions in certain markets and of certain economies and sovereign states have had, and may continue to have, significant effects on our customers and suppliers, and has in the past, and may in the future have, a material adverse effect on our business, operating results, financial condition and stock price.
- Changes in tax laws, treaties, rulings, regulations or agreements, or their interpretation in any country in which we operate; the loss of a major tax dispute; a successful challenge to our operating structure, intercompany pricing policies or the taxable presence of our key subsidiaries in certain countries; or other factors could cause volatility in our effective tax rate and could adversely affect our operating results.
- Our ability to use net operating loss carryforwards to offset future taxable income for U.S. federal income tax purposes and other tax benefits may be limited.

Legal and Regulatory Risk Factors

- Continued tension in U.S.-China trade relations may adversely impact our supply chain operations and business.
- If we are unable to adequately protect our intellectual property rights, we may be deprived of legal recourse against those who misappropriate our intellectual property.
- If sufficient radio frequency spectrum is not allocated for use by our products, or we fail to obtain regulatory approval for our products, our ability to market our products may be restricted.
- Our business is subject to changing regulation of corporate governance, public disclosure and anti-bribery measures which have resulted in increased costs and may continue to result in additional costs or potential liabilities in the future.
- Our products are used in critical communications networks which may subject us to significant liability claims.
- We may be subject to litigation regarding our intellectual property. This litigation could be costly to defend and resolve and could prevent us from using or selling the challenged technology.
- We are subject to laws, rules, regulations and policies regarding data privacy and cybersecurity. Many of these laws and regulations are subject to change and reinterpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, reputational damage or other harm to our business.

- We are subject to complex federal, state, local and international laws and regulations related to protection of the environment that could materially and adversely affect the cost, manner or feasibility of conducting our operations, as well as those of our suppliers and contract manufacturers.
- Increased attention to environmental, social, and governance (“ESG”) matters, conservation measures and climate change issues has contributed to an evolving state of environmental regulation, which could impact our results of operations, financial or competitive position and may adversely impact our business.
- Anti-takeover provisions of Delaware law, Tax Benefit Preservation Plan (the “Plan”), and provisions in our Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws could make a third-party acquisition of us difficult.

General Risk Factors

- Natural disasters or other catastrophic events such as terrorism and war could have an adverse effect on our business.
- System security risks, data protection breaches, and cyberattacks could compromise our proprietary information, disrupt our internal operations and harm public perception of our products, which could cause our business and reputation to suffer and adversely affect our stock price.

For a more complete discussion of the material risks facing our business, see below.

Business and Operational Risk Factors

Our sales cycle may be lengthy, and the timing of sales, along with additional services such as network design, installation and implementation of our products within our customers’ networks, may extend over more than one period, which can make our operating results more volatile and difficult to predict and can complicate the proper recognition of revenue on more complex sales transactions.

We experience difficulty in accurately predicting the timing of the sale of products and amounts of revenue generated from sales of our products, primarily in developing countries. The establishment of a business relationship with a potential customer is a lengthy process, usually taking several months or more. Following the establishment of the relationship, the negotiation of purchase terms can be time-consuming, and a potential customer may require an extended evaluation and testing period. Once a purchase agreement has been executed, the timing and amount of revenue, if applicable, may remain difficult to predict. Our typical product sales cycle, which results in our products being designed into our customers’ networks, can take 12 to 24 months. A number of factors contribute to the length of the sales cycle, including technical evaluations of our products and the design process required to integrate our products into our customers’ networks. The completion of services such as installation and testing of the customer’s networks and the completion of all other suppliers’ network elements are subject to the customer’s timing and efforts and other factors outside our control, each of which may prevent us from making predictions of revenue with any certainty and could cause us to experience substantial period-to-period fluctuations in our operating results.

Due to the challenges from our lengthy sales cycle, our recognition of revenue from our selling efforts may be substantially delayed, our ability to forecast our future revenue may be more limited and our revenue may fluctuate significantly from quarter to quarter.

Our operating results are expected to be difficult to predict and delays in product delivery or closing a sale can cause revenue, margins and net income or loss to fluctuate significantly from anticipated levels. A substantial portion of our contracts are completed in the latter part of a quarter and a significant percentage of these are large orders. Because a significant portion of our cost structure is largely fixed in the short term, revenue shortfalls tend to have a disproportionately negative impact on our profitability and can increase our inventory. The number of large new transactions also increases the risk of fluctuations in our quarterly results because a delay in even a small number of these transactions could cause our quarterly revenues and profitability to fall significantly short of our predictions. In addition, we may increase spending in response to competitive actions, in pursuit of new market opportunities, or to mitigate supply chain disruptions. Accordingly, we cannot provide assurances that we will be able to achieve profitability in the future or that if profitability is attained, that we will be able to sustain profitability, particularly on a quarter-to-quarter basis.

Our success will depend on new products introduced to the marketplace in a timely manner, successfully completing product transitioning and achieving customer acceptance.

The market for our products and services is characterized by rapid technological change, evolving industry standards and frequent new product introductions. Our future success will depend, in part, on continuous timely development and introduction of new products and enhancements that address evolving market requirements and are attractive to customers. If we fail to develop or introduce, on a timely basis, new products or product enhancements or features that achieve market acceptance, our business may suffer. Additionally, we work closely with a variety of third-party partners to develop new product features and new platforms. Should our partners face delays in the development process, then the timing of the rollout of our new products may be significantly impacted which may negatively impact our revenue and gross margin. Another factor impacting our future success is the growth in the customer demand of our new products. Rapidly changing technology, frequent new product introductions and enhancements, short product life cycles and changes in customer requirements characterize the markets for our products. We believe that successful new product introductions provide a significant competitive advantage because of the significant resources committed by customers in adopting new products and their reluctance to change products after these resources have been expended. We have spent, and expect to continue to spend, significant resources on internal research and development to support our effort to develop and introduce new products and enhancements.

As we transition to new product platforms, we face significant risk that the development of our new products may not be accepted by our current customers or by new customers. To the extent that we fail to introduce new and innovative products that are adopted by customers, we could fail to obtain an adequate return on these investments and could lose market share to our competitors, which could be difficult or impossible to regain. Similarly, we may face decreased revenue, gross margins and profitability due to a rapid decline in sales of current products as customers hold spending to focus purchases on new product platforms. We could incur significant costs in completing the transition, including costs of inventory write-downs of the current product as customers transition to new product platforms. In addition, products or technologies developed by others may render our products non-competitive or obsolete and result in significant reduction in orders from our customers and the loss of existing and prospective customers.

We rely on various third-party service partners to help complement our global operations, and failure to adequately manage these relationships could adversely impact our financial results and relationships with customers.

We rely on a number of third-party service partners, to complement our global operations. We rely upon these partners for certain installation, maintenance, logistics and support functions. In addition, as our customers increasingly seek to rely on vendors to perform additional services relating to the design, construction and operation of their networks, the scope of work performed by our service partners is likely to increase and may include areas where we have less experience providing or managing such services. We must successfully identify, assess, train and certify qualified service partners to ensure the proper installation, deployment and maintenance of our products. The vetting and certification of these partners can be costly and time-consuming, and certain partners may not have the same operational history, financial resources and scale as we have. Moreover, certain service partners may provide similar services for other companies, including our competitors. We may not be able to manage our relationships with our service partners effectively, and we cannot be certain that they will be able to deliver services in the manner or time required, that we will be able to maintain the continuity of their services, or that they will adhere to our approach to ethical business practices.

If we do not effectively manage our relationships with third-party service partners, or if they fail to perform these services in the manner or time required, our financial results and relationships with our customers could be adversely affected.

We continually evaluate the optimal mix and location of our manufacturing assets and our third-party contract manufacturer assets, and any movement or re-allocation of these manufacturing assets may not be successful, could disrupt our operations, cause us to incur increased costs, and adversely affect our business and our operating results.

Our global manufacturing strategy follows an outsourced manufacturing model using contract manufacturing partners in Asia and the United States. We continually evaluate the optimal mix and location of our manufacturing assets and our third-party contract manufacturer assets, to optimize our manufacturing footprint with our global customer base. Any of our decisions to move or re-allocate manufacturing assets to new locations or different third-party contract manufacturers may not be successful, could disrupt our operations, cause us to incur increased costs, and adversely affect our business and our operating results. The movement of manufacturing assets can be capital intensive, costly and time-consuming, and may cause disruptions in our ability to fulfill customer orders in a timely manner.

If we are not successful in optimizing the mix and location of our manufacturing assets and our third-party contract manufacturer assets, our financial results and relationships with our customers could be adversely affected.

We must respond to rapid technological change and comply with evolving industry standards and requirements for our products to be successful.

The optical transport networking equipment market is characterized by rapid technological change, changes in customer requirements and evolving industry standards. We continually invest in research and development to sustain or enhance our existing products, but the introduction of new communications technologies and the emergence of new industry standards or requirements could render our products obsolete. Further, in developing our products, we have made, and will continue to make, assumptions with respect to which standards or requirements will be adopted by our customers and competitors. If the standards or requirements adopted by our prospective customers are different from those on which we have focused our efforts, market acceptance of our products would be reduced or delayed, and our business would be harmed.

We are continuing to invest a significant portion of our research and development efforts in the development of our next-generation products. We expect our competitors will continue to improve the performance of their existing products and introduce new products and technologies and to influence customers' buying criteria so as to emphasize product capabilities that we do not, or may not, possess. To be competitive, we must anticipate future customer requirements and continue to invest significant resources in research and development, sales and marketing, and customer support. If we do not anticipate these future customer requirements and invest in the technologies necessary to enable us to have and to sell the appropriate solutions, it may limit our competitive position and future sales, which would have an adverse effect on our business and financial condition. We may not have sufficient resources to make these investments and we may not be able to make the technological advances necessary to be competitive.

Our average sales prices may decline in the future.

We have experienced, and could continue to experience, declining sales prices. This price pressure is likely to result in downward pricing pressure on our products and services. As a result, we are likely to experience declining average sales prices for our products. Our future profitability will depend upon our ability to improve manufacturing efficiencies, to reduce the costs of materials used in our products and to continue to introduce new lower-cost products and product enhancements and if we are unable to do so, we may not be able to respond to pricing pressures. If we are unable to respond to increased price competition, our business, financial condition and results of operations will be harmed. Because customers frequently negotiate supply arrangements far in advance of delivery dates, we may be required to commit to price reductions for our products before we are aware of how, or if, cost reductions can be obtained. As a result, current or future price reduction commitments and any inability on our part to respond to increased price competition could harm our business, financial condition and results of operations.

Credit and commercial risks and exposures could increase if the financial condition of our customers declines.

A substantial portion of our sales are to customers in the telecommunications industry. These customers may require their suppliers, including the Company, to provide extended payment terms, direct loans or other forms of financial support as a condition to obtaining commercial contracts. In addition, if local currencies cannot be hedged, we have an inherent exposure in our ability to convert monies at favorable rates from or to U.S. dollars. More generally, we expect to routinely enter into long-term contracts involving significant amounts to be paid by our customers over time. Pursuant to these contracts, we may deliver products and services representing an important portion of the contract price before receiving any significant payment from the customer. As a result of the financing that may be provided to customers and our commercial risk exposure under long-term contracts, our business could be adversely affected if the financial condition of our customers erodes. Over the past few years, certain of our customers have filed with the courts seeking protection under the bankruptcy or reorganization laws of the applicable jurisdiction or have experienced financial difficulties. Our customers' financial conditions face additional challenges in many emerging markets, where our customers are being affected not only by recession, but by deteriorating local currencies and a lack of credit. If customers fail to meet their obligations to us, we may experience reduced cash flows and losses in excess of reserves, which could materially adversely impact our results of operations and financial position.

Our business requires extensive credit risk management that may not be adequate to protect against customer nonpayment. A risk of non-payment by customers is a significant focus of our business. We expect a significant amount of future revenue to come from international customers in developing countries. We do not generally expect to obtain collateral for sales, although we require letters of credit or credit insurance as appropriate for international customers. Because a significant amount of our revenue may come from a limited number of customers, the termination of any of these customer relationships may adversely affect our business. Our historical accounts receivable balances have been concentrated in a

small number of significant customers. Unexpected adverse events impacting the financial condition of our customers, bank failures or other unfavorable regulatory, economic or political events in the countries in which we do business may impact collections and adversely impact our business, require increased bad debt expense or receivable write-offs and adversely impact our cash flows, financial condition and operating results, which could also result in a breach of our bank covenants.

Our business could be adversely affected if we are unable to attract and retain key personnel.

Our success and ability to invest and grow depend largely on our ability to attract and retain highly skilled technical, professional, managerial, sales and marketing personnel. Historically, competition for these key personnel has been intense. The loss of services of any of our key personnel, the inability to retain and attract qualified personnel in the future, delays in hiring required personnel, particularly engineering and sales personnel, or the loss of key personnel to competitors could make it difficult for us to meet key objectives, such as timely and effective product introductions and financial goals.

We face strong competition for maintaining and improving our position in the market, which can adversely affect our revenue growth and operating results.

The wireless access, interconnection and backhaul business is a specialized segment of the wireless telecommunications industry and is extremely competitive. Competition in this segment is intense, and we expect it to increase. Some of our competitors have more extensive engineering, manufacturing and marketing capabilities and significantly greater financial, technical and personnel resources than we have. In addition, some of our competitors have greater name recognition, broader product lines, a larger installed base of products and longer-standing customer relationships. Our competitors include established companies, such as Ericsson, Huawei and Nokia, as well as a number of other public and private companies, such as Ceragon Networks. Some of our competitors are OEMs or systems integrators through whom we market and sell our products, which means our business success may depend on these competitors to some extent. One or more of our largest customers could internally develop the capability to manufacture products similar to those manufactured or outsourced by us and, as a result, the demand for our products and services may decrease.

In addition, we compete for acquisition and expansion opportunities with many entities that have substantially greater resources than we have. Our competitors may enter business combinations to accelerate product development or to compete more aggressively and we may lack the resources to meet such enhanced competition.

Our ability to compete successfully will depend on a number of factors, including price, quality, availability, customer service and support, breadth of product lines, product performance and features, rapid time-to-market delivery capabilities, reliability, timing of new product introductions by us, our customers and competitors, the ability of our customers to obtain financing and the stability of regional sociopolitical and geopolitical circumstances, and the ability of large competitors to obtain business by providing more seller financing especially for large transactions. We can give no assurances that we will have the financial resources, technical expertise, or marketing, sales, distribution, customer service and support capabilities to compete successfully, or that regional sociopolitical and geopolitical circumstances will be favorable for our successful operation.

Our ability to sell our products and compete successfully is highly dependent on the quality of our customer service and support, and our failure to offer high quality service and support could have a material adverse effect on our sales and results of operations.

Once our products are delivered, our customers depend on our service and support to resolve any issues relating to our products. Our support personnel includes employees in various geographic locations, who provide general technical support to our customers. A high level of support is important for the successful marketing and sale of our products. If we do not effectively help our customers quickly resolve issues or provide effective ongoing support, it could adversely affect our ability to sell our products to existing customers as well as demand for maintenance and renewal contracts and could harm our reputation with existing and potential customers.

Product performance problems, including undetected errors in our hardware or software, or deployment delays could harm our business and reputation.

The development and production of products with high technology content is complicated and often involves problems with hardware, software, components and manufacturing methods. Complex hardware and software systems, such as our products, can often contain undetected errors or bugs when first introduced or as new versions are released. In addition, errors associated with components we purchase from third parties, including customized components, may be difficult to resolve.

We have experienced issues in the past in connection with our products, including failures due to the receipt of faulty components from our suppliers and performance issues related to software updates. From time to time we have had to replace certain components or provide software remedies or other remediation in response to errors or bugs, and we may have to do so again in the future. In addition, performance issues can be heightened during periods where we are developing and introducing multiple new products to the market, as any performance issues we encounter in one technology or product could impact the performance or timing of delivery of other products. Our products may also suffer degradation of performance and reliability over time.

If reliability, quality, security or network monitoring problems develop, a number of negative effects on our business could result, including:

- reduced orders from existing customers;
- declining interest from potential customers;
- delays in our ability to recognize revenue or in collecting accounts receivables;
- costs associated with fixing hardware or software defects or replacing products;
- high service and warranty expenses;
- delays in shipments;
- high inventory excess and obsolescence expense;
- high levels of product returns;
- diversion of our engineering personnel from our product development efforts; and
- payment of liquidated damages, performance guarantees or similar penalties.

Because we outsource the manufacturing of certain components of our products, we may also be subject to product performance problems as a result of the acts or omissions of third parties, and we may not have adequate compensating remedies against such third parties.

From time to time, we encounter interruptions or delays in the activation of our products at a customer's site. These interruptions or delays may result from product performance problems or from issues with installation and activation, some of which are outside our control. If we experience significant interruptions or delays that we cannot promptly resolve, the associated revenue for these installations may be delayed or confidence in our products could be undermined, which could cause us to lose customers, fail to add new customers, and consequently harm our financial results.

If we fail to accurately forecast our manufacturing requirements or customer demand, we could incur additional costs, which would adversely affect our business and results of operations.

If we fail to accurately predict our manufacturing requirements or forecast customer demand, we may incur additional costs of manufacturing and our gross margins and financial results could be adversely affected. If we overestimate our requirements, our contract manufacturers may experience an oversupply of components and assess us charges for excess or obsolete components that could adversely affect our gross margins. If we underestimate our requirements, our contract manufacturers may have inadequate inventory or components, which could interrupt manufacturing and result in higher manufacturing costs, shipment delays, damage to customer relationships and/or our payment of penalties to our customers. Our contract manufacturers also have other customers and may not have sufficient capacity to meet all of their customers' needs, including ours, during periods of excess demand.

If we fail to effectively manage our contract manufacturer relationships, we could incur additional costs or be unable to timely fulfill our customer commitments, which would adversely affect our business and results of operations and, in the event of an inability to fulfill commitments, would harm our customer relationships.

We outsource all of our manufacturing and a substantial portion of our repair service operations to independent contract manufacturers and other third parties. Our contract manufacturers typically manufacture our products based on rolling forecasts of our product needs that we provide to them on a regular basis. The contract manufacturers are responsible for procuring components necessary to build our products based on our rolling forecasts, building and assembling the products, testing the products in accordance with our specifications and then shipping the products to us. We configure the products to our customer requirements, conduct final testing and then ship the products to our customers. There can be no

assurance that we will not encounter problems with our contract manufacturer related to these manufacturing services or that we will be able to replace a contract manufacturer that is not able to meet our demand.

In addition, if we fail to effectively manage our relationships with our contract manufacturers or other service providers, or if they do not fully comply with their contractual obligations or should experience delays, disruptions, component procurement problems or quality control problems, then our ability to ship products to our customers or otherwise fulfill our contractual obligations to our customers could be delayed or impaired which would adversely affect our business, financial results and customer relationships.

We depend on sole or limited sources and geographies for some key components and failure to receive timely delivery of any of these components could result in deferred or lost sales.

In some instances, we are dependent upon one or a few sources, either because of the specialized nature of a particular item or because of local content preference requirements pursuant to which we operate on a given project. Examples of sole or limited sourcing categories include metal fabrications and castings, for which we own the tooling and therefore limit our supplier relationships, and MMICs (a type of integrated circuit used in manufacturing microwave radios), which we procure at a volume discount from a single source. Additionally, certain semiconductor supply is concentrated in Taiwan, with little to no availability in other geographies. As such, any military conflict between Taiwan and China could interrupt supply.

Our supply chain strategy includes mitigation plans for alternative manufacturing sources and identified alternate suppliers. However, if these alternatives cannot address our requirements when our existing sources of these components fail to deliver them on time, we could suffer delayed shipments, canceled orders and lost or deferred revenues, as well as material damage to our customer relationships. Should this occur, our operating results, cash flows and financial condition could be materially adversely affected.

Because a significant amount of our revenue may come from a limited number of customers, the termination of any of these customer relationships may adversely affect our business.

Although we have a large customer base, during any given quarter or fiscal year a small number of customers may account for a significant portion of our revenue. Principal customers for our products and services include domestic and international wireless/mobile service providers, OEMs, as well as private network users such as public safety agencies; government institutions; and utility, pipeline, railroad and other industrial enterprises that operate broadband wireless networks.

In addition, the telecommunications industry has experienced significant consolidation among its participants, and we expect this trend to continue. Some operators in this industry have experienced financial difficulty and have filed, or may file, for bankruptcy protection. Other operators may merge and one or more of our competitors may supply products to the customers of the combined company following those mergers. This consolidation could result in purchasing decision delays and decreased opportunities for us to supply products to companies following any consolidation. This consolidation may also result in lost opportunities for cost reduction and economies of scale, and could generally reduce our opportunities to win new customers to the extent that the number of potential customers decreases. Furthermore, as our customers become larger, they may have more leverage to negotiate better pricing which could adversely affect our revenues and gross margins.

It is possible that a significant portion of our future product sales could become even more concentrated in a limited number of customers due to the factors described above. Product sales to major customers have varied widely from period to period. The loss of any existing customer, a significant reduction in the level of sales to any existing customer, the consolidation of existing customers, or our inability to gain additional customers could result in declines in our revenue or an inability to grow revenue.

We continually evaluate strategic transaction opportunities which could involve merger, divestiture, sale and/or acquisition activities that could disrupt our operations and harm our operating results, and may require management to devote significant attention and resources to achieve strategic transactions.

Our growth depends upon market growth, our ability to enhance our existing products and our ability to introduce new products on a timely basis. We intend to continue to address the need to develop new products and enhance existing products through acquisitions, product lines, technologies, and personnel. Strategic transactions involve numerous risks, including the following:

- difficulties in integrating the operations, systems, technologies, products, and personnel of the combined companies, particularly companies with large and widespread operations and/or complex products;
- diversion of management's attention from normal daily operations of the business and the challenges of managing larger and more widespread operations resulting from business combinations, sales, divestitures and/or restructurings;
- potential difficulties in completing projects associated with in-process research and development intangibles;
- difficulties in entering markets in which we have no or limited direct prior experience and where competitors in each market have stronger market positions;
- initial dependence on unfamiliar supply chains or relatively small supply partners;
- insufficient revenue to offset increased expenses associated with acquisitions; and
- the potential loss of key employees, customers, resellers, vendors and other business partners of our Company or the companies with which we engage in strategic transactions following and continuing after announcement of an anticipated strategic transaction.

Strategic transactions may also cause us to:

- issue common stock that would dilute our current stockholders or cause a change in control of the combined company;
- use a substantial portion of our cash resources, or incur debt;
- significantly increase our interest expense, leverage and debt service requirements if we incur additional debt to pay for an acquisition;
- assume material liabilities;
- record goodwill and non-amortizable intangible assets that are subject to impairment testing on a regular basis and potential periodic impairment charges;
- incur amortization expenses related to certain intangible assets;
- incur tax expenses related to the effect of acquisitions on our intercompany R&D cost sharing arrangement and legal structure;
- incur large and immediate write-offs and restructuring and other related expenses; and
- become subject to intellectual property or other litigation.

Mergers, restructurings, sales and acquisitions of high-technology companies are inherently risky and subject to many factors outside of our control. No assurance can be given that any future strategic transactions will be successful and will not materially adversely affect our business, operating results or financial condition. Failure to manage and successfully complete a strategic transaction could materially harm our business and operating results. Even when an acquired or acquiring company has already developed and marketed products, there can be no assurance that product enhancements will be made in a timely fashion or that pre-acquisition due diligence will have identified all possible issues that might arise with respect to such products.

Strategic transactions may require our management to devote significant attention and resources to integrating acquired businesses within our business. Potential difficulties that may be encountered in the integration process include, among others:

- the inability to successfully integrate the acquired business into the Aviat business in a manner that permits us to achieve the revenue and synergies we anticipated from the transaction;
- potential unknown liabilities and unforeseen expenses, delays or regulatory conditions associated with strategic transactions;
- integrating personnel from acquired businesses, while maintaining focus on providing consistent, high-quality products and services;
- integrating relationships with customers, vendors and business partners;
- performance shortfalls as a result of the diversion of management's attention caused by completing strategic transactions and integrating acquired operations into Aviat; or
- the disruption of, or loss of momentum in, the ongoing business or inconsistencies in standards, controls, procedures and policies.

Delays or difficulties in the integration process could adversely affect our business, financial results, financial condition and stock price. Even if we are able to integrate our business operations successfully, there can be no assurance that this integration will result in the realization of the full benefits of synergies, cost savings, innovation and operational efficiencies that we currently expect or have communicated from this integration or that these benefits will be achieved within the anticipated time frame.

Financial and Macroeconomic Risk Factors

Due to the volume of our international sales, we may be susceptible to a number of political, economic, financial and geographic risks that could harm our business.

We are highly dependent on sales to customers outside the U.S. In fiscal 2024, our sales to international customers accounted for 52% of total revenue. Significant portions of our international sales are in less developed countries. Our international sales are likely to continue to account for a large percentage of our products and services revenue for the foreseeable future. As a result, the occurrence of any international, political, economic or geographic event could result in a significant decline in revenue. In addition, compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business in international jurisdictions. These numerous and sometimes conflicting laws and regulations include internal control and disclosure rules, data privacy and filtering requirements, anti-corruption laws, such as the Foreign Corrupt Practices Act (“FCPA”), and other local laws prohibiting corrupt payments to governmental officials, and anti-competition regulations, among others. Violations of these laws and regulations could result in fines and penalties, criminal sanctions against us, our officers, or our employees, prohibitions on the conduct of our business and on our ability to offer our products and services in one or more countries, and could also materially affect our brand, our international expansion efforts, our ability to attract and retain employees, our business, and our operating results. Although we have implemented policies and procedures designed to ensure compliance with these laws and regulations, there can be no assurance that our employees, contractors, or agents will not violate our policies.

Some of the risks and challenges of doing business internationally include:

- unexpected changes in regulatory requirements;
- fluctuations in international currency exchange rates including its impact on unhedgeable currencies and our forecast variations for hedgeable currencies;
- imposition of tariffs and other barriers and restrictions;
- management and operation of an enterprise spread over various countries;
- the burden of complying with a variety of laws and regulations in various countries;
- application of the income tax laws and regulations of multiple jurisdictions, including relatively low-rate and relatively high-rate jurisdictions, to our sales and other transactions, which results in additional complexity and uncertainty;
- the conduct of unethical business practices in developing countries;
- general economic and geopolitical conditions, including inflation and trade relationships;
- restrictions on travel to locations where we conduct business;
- war and acts of terrorism;
- kidnapping and high crime rate;
- natural disasters;
- availability of U.S. dollars especially in countries with economies highly dependent on resource exports, particularly oil; and
- changes in export regulations.

While these factors and the impacts of these factors are difficult to predict, any one or more of them could adversely affect our business, financial condition and results of operations in the future.

A material portion of our sales and expenses stem from countries outside of the United States, and are in currencies other than U.S. dollars, and therefore subject to foreign currency fluctuation. Accordingly, fluctuations in foreign currency rates could have a material impact on our financial results in future periods. From time to time, we enter into foreign currency exchange forward contracts to reduce the volatility of cash flows primarily related to forecasted foreign currency expenses. These forward contracts reduce the impact of currency exchange rate movements on certain transactions, but do not cover all

foreign-denominated transactions and therefore do not entirely eliminate the impact of fluctuations in exchange rates on our results of operations and financial condition.

There are inherent limitations on the effectiveness of our controls and if we fail to implement and maintain effective internal control over financial reporting, it could adversely impact our business, results of operations, investor confidence and our stock price.

We do not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that resource constraints exist, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple errors or mistakes, including at times of personnel turnover. Controls can also be circumvented by individual acts of some persons, by collusion of two or more people, or by management's override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate due to changes in conditions or deterioration in the degree of compliance with policies or procedures. If our controls become inadequate, we could fail to meet our financial reporting obligations, our reputation may be adversely affected, our business and operating results could be harmed, and the market price of our stock could decline. We may not be successful implementing internal control procedures related to acquired businesses. Our evaluation and remediation of assessed deficiencies over internal controls, if any, could require us to incur significant expense and adversely affect our operating results, investor confidence and our stock price.

As discussed in Note 16. Revisions to Prior Period Consolidated Financial Statements of the Notes to the consolidated financial statements in this Annual Report on Form 10-K, subsequent to the issuance of the consolidated financial statements and related disclosures for the fiscal year ended June 30, 2023, the Company identified certain errors in its previously issued consolidated financial statements related to estimated total contract costs and progress to completion for an over-time arrangement. The Company has identified additional errors impacting the quarterly financial statements for fiscal 2024 related to the recognition of revenue prior to performance obligations being met and related to journal entries recorded in error. In accordance with ASC 250, Accounting Changes and Error Corrections and Staff Accounting Bulletins ("SAB") No. 99, Materiality and No. 108, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements, the Company evaluated the materiality of the errors and determined that the impacts were not material, individually or in the aggregate, to the Company's previously issued consolidated financial statements for any of the prior reporting periods in which they occurred, but that correcting the error in the current reporting period would be material to the Company's results of operations for fiscal 2024. As a result, the Company has restated the prior period financial statements and related disclosures for fiscal 2023 to correct the errors. The Company will also correct previously issued quarterly financial statements and related disclosures for such immaterial errors in future filings, as applicable (see "Part II, Item 9B. Other Information" below for additional information).

Under Section 404 of the Sarbanes-Oxley Act of 2002, we are required to evaluate and determine the effectiveness of our internal controls over financial reporting. Ineffective internal control over financial reporting could result in errors in our financial statements, reduce investor confidence, and adversely affect our stock price. As disclosed in Part II, Item 9A "Controls and Procedures" in this Form 10-K, we concluded that our internal control over financial reporting was not effective for the fiscal year ended June 28, 2024, due to certain material weaknesses identified related to an ineffective control environment, ineffective control activities, and ineffective monitoring activities. We implemented certain corrective measures in the fourth quarter of fiscal 2024, including hiring a new Chief Financial Officer, Head of Internal Audit, and backfilling vacancies resulting from key finance and accounting personnel turnover. However, due to the material weaknesses described above, there is a reasonable possibility that our existing controls would not have detected a material misstatement in a timely manner if it were to be material. These measures are part of a process of remediating the material weaknesses that is under way and that we believe will remediate the material weaknesses. However, if we are unable to remediate the material weaknesses in an appropriate and timely manner, or if we identify additional control deficiencies that individually or together constitute significant deficiencies or material weaknesses, our ability to accurately record, process, and report financial information and, consequently, our ability to prepare financial statements within required time periods, could be adversely affected. Our failure to maintain effective internal control over financial reporting could result in

violations of applicable securities laws and stock exchange listing requirements; subject us to litigation and investigations; negatively affect investor confidence in our financial statements; and adversely impact our stock price and ability to access capital markets.

We may not be able to obtain capital when desired on favorable terms, if at all, or without dilution to our stockholders.

We believe that our existing cash and cash equivalents, the available line of credit under our credit facility and future cash collections from customers will be sufficient to provide for our anticipated requirements for working capital and capital expenditures for the next 12 months and the foreseeable future. However, it is possible that we may not generate sufficient cash flow from operations or otherwise have the capital resources to meet our longer-term capital needs. If this occurs, we may need to sell assets, reduce capital expenditures, or obtain additional equity or debt financing. We have no assurance that additional financing will be available on terms favorable to us, or at all. If adequate funds are not available or are not available on acceptable terms if and when needed, our business, financial condition and results of operations could be harmed.

If we raise additional funds through the issuance of equity or convertible debt securities, the ownership of our existing stockholders could be significantly diluted, and these newly-issued securities may have rights, preferences or privileges senior to those of existing stockholders.

The effects of global or market specific financial and economic conditions in certain markets and of certain economies and sovereign states have had, and may continue to have, significant effects on our customers and suppliers, and has in the past, and may in the future have, a material adverse effect on our business, operating results, financial condition and stock price.

The effects of global financial and economic conditions in certain markets and of certain economies and sovereign states include, among other things, significant reductions in available capital and liquidity from credit markets, supply or demand driven inflationary pressures, and substantial fluctuations in currency values worldwide.

Economic conditions in certain markets have adversely affected and may continue to adversely affect our customers' access to capital and/or willingness to spend capital on our products, and/or their levels of cash liquidity and/or their ability and/or willingness to pay for products that they will order or have already ordered from us, or result in their ceasing operations. Further, we have experienced an increasing number of our customers, principally in emerging markets, requesting longer payment terms, lease or vendor financing arrangements, longer terms for the letters of credit securing purchases of our products and services, which could potentially negatively impact our orders, revenue conversion cycle, and cash flows.

In seeking to reduce their expenses, we have also seen significant pressure from our customers to lower prices for our products as they try to improve their operating performance and procure additional capital equipment within their reduced budget levels. To the extent that we lower prices on our products and services, our orders, revenues, and gross margins may be negatively impacted. Additionally, certain emerging markets are particularly sensitive to pricing as a key differentiator. Where price is a primary decision driver, we may not be able to effectively compete, or we may choose not to compete due to unacceptable margins.

In addition, economic conditions in certain markets could materially adversely affect our suppliers' access to capital and liquidity with which to maintain their inventories, production levels, or product quality, could cause them to raise prices or lower production levels, or result in their ceasing operations. Supply or demand driven scarcity can lead to significant inflationary pressures on the cost of our products from our suppliers. Our ability to substantially offset inflationary impacts by raising prices may be limited by the competitive factors discussed above.

If global financial markets decline for long periods, or if there is a downgrade of the U.S. government credit rating due to an actual or threatened default on government debt, or downgrades of credit ratings of other sovereign states, our ability and our customers and suppliers ability to access capital and maintain liquidity for continuing operations may be adversely affected.

Further, with respect to our credit facility discussed under "Liquidity, Capital Resources and Financial Strategies" in Item 7 of this Annual Report on Form 10-K, our ability to access the funds available under our credit facility could be materially adversely affected.

The potential effects of these economic factors are difficult to forecast and mitigate. As a consequence, our operating results for a particular period are difficult to predict and prior results are not necessarily indicative of results to be expected in

future periods. Any of the foregoing effects could have a material adverse effect on our business, results of operations, and financial condition and could adversely affect our stock price.

Changes in tax laws, treaties, rulings, regulations or agreements, or their interpretation in any country in which we operate; the loss of a major tax dispute; a successful challenge to our operating structure, intercompany pricing policies or the taxable presence of our key subsidiaries in certain countries; or other factors could cause volatility in our effective tax rate and could adversely affect our operating results.

We operate in multiple jurisdictions and our profits are taxed pursuant to the tax laws of these jurisdictions. Our future effective tax rate may be adversely affected by a number of factors, many of which are outside of our control, including:

- the jurisdictions in which profits are determined to be earned and taxed;
- adjustments to estimated taxes upon finalization of various tax returns;
- increases in expenses not deductible for tax purposes, including write-offs of acquired in-process research and development and impairment of goodwill in connection with acquisitions;
- our ability to utilize net operating losses;
- changes in available tax credits;
- changes in share-based compensation expense;
- changes in the valuation of our deferred tax assets and liabilities;
- changes in domestic or international tax laws, treaties, rulings, regulations or agreements or the interpretation of such tax laws, treaties, rulings, regulations or agreements, including the impact of the Tax Cuts and Jobs Act of 2017 and any new administrations;
- the resolution of issues arising from tax audits with various tax authorities, including the loss of a major tax dispute;
- local tax authority challenging our operating structure, intercompany pricing policies or the taxable presence of our key subsidiaries in certain countries;
- the tax effects of purchase accounting for acquisitions and restructuring charges that may cause fluctuations between reporting periods; and
- taxes that may be incurred upon a repatriation of cash from foreign operations.

Any significant increase in our future effective tax rates could impact our results of operations for future periods adversely.

Our ability to use net operating loss carryforwards to offset future taxable income for U.S. federal income tax purposes and other tax benefits may be limited.

Section 382 of the Internal Revenue Code of 1986, as amended (the “Code”) imposes an annual limitation on the amount of taxable income that may be offset if a corporation experiences an “ownership change” as defined in Section 382 of the Code. An ownership change occurs when a company’s “five-percent shareholders” (as defined in Section 382 of the Code) collectively increase their ownership in the company by more than 50 percentage points (by value) over a rolling three-year period. Additionally, various states have similar limitations on the use of state net operating losses (“NOL”) following an ownership change.

If we experience an ownership change, our ability to use our NOLs, any loss or deduction attributable to a “net unrealized built-in loss” and other tax attributes (collectively, the “Tax Benefits”) could be substantially limited, and the timing of the usage of the Tax Benefits could be substantially delayed, which could significantly impair the value of the Tax Benefits. There is no assurance that we will be able to fully utilize the Tax Benefits and we could be required to record an additional valuation allowance related to the amount of the Tax Benefits that may not be realized, which could adversely impact our results of operations.

We believe that these Tax Benefits are a valuable asset for us. The Amended and Restated Tax Benefit Preservation Plan (the “Plan”), dated as of August 27, 2020, and amended as of February 28, 2023, is intended to protect our Tax Benefits during the effective period of the Plan. The amended Plan was approved at the Company’s November 2023 Annual Meeting of Stockholders, which extended the final expiration date of the Plan until March 3, 2026. Although the Plan is intended to reduce the likelihood of an “ownership change” that could adversely affect us, there is no assurance that the restrictions on transferability in the Plan will prevent all transfers that could result in such an “ownership change”.

The Plan could make it more difficult for a third party to acquire, or could discourage a third party from acquiring, us or a large block of our common stock. A third party that acquires 4.9% or more of our common stock could suffer substantial dilution of its ownership interest under the terms of the Plan through the issuance of common stock or common stock equivalents to all stockholders other than the acquiring person.

The foregoing provisions may adversely affect the marketability of our common stock by discouraging potential investors from acquiring our stock. In addition, these provisions could delay or frustrate the removal of incumbent directors and could make more difficult a merger, tender offer or proxy contest involving us, or impede an attempt to acquire a significant or controlling interest in us, even if such events might be beneficial to us and our stockholders.

Legal and Regulatory Risk Factors

Continued tension in U.S.-China trade relations may adversely impact our supply chain operations and business.

The U.S. government has taken certain actions that change U.S. trade policies, including tariffs that affect certain products manufactured in China. Some components manufactured by our Chinese suppliers are subject to tariffs if imported into the United States. The Chinese government has taken certain reciprocal actions, including recently imposed tariffs affecting certain products manufactured in the United States. Certain of our products manufactured in our U.S. operations have been included in the tariffs imposed on imports into China from the United States. Although some of the products and components we import are affected by the tariffs, at this time, we do not expect these tariffs to have a material impact on our business, financial condition or results of operations.

It is unknown whether and to what extent additional new tariffs (or other new laws or regulations) will be adopted that increase the cost or feasibility of importing and/or exporting products and components from China to the United States and vice versa. Further, the effect of any such new tariffs or retaliatory actions on our industry and customers is unknown and difficult to predict. As additional new tariffs, legislation and/or regulations are implemented, or if existing trade agreements are renegotiated or if China or other affected countries take retaliatory trade actions, such changes could have a material adverse effect on our business, financial condition, results of operations or cash flows.

If we are unable to adequately protect our intellectual property rights, we may be deprived of legal recourse against those who misappropriate our intellectual property.

Our ability to compete will depend, in part, on our ability to obtain and enforce intellectual property protection for our technology in the U.S. and internationally. We rely upon a combination of trade secrets, trademarks, copyrights, patents, contractual rights and technological measures to protect our intellectual property rights from infringement, misappropriation or other violations to maintain our brand and competitive position. We also make business decisions about when to seek patent protection for a particular technology and when to rely upon trade secret protection, and the approach we select may ultimately prove to be inadequate. With respect to patents, we cannot be certain that patents will be issued as a result of any currently pending patent application or future patent applications, or that any of our patents, once issued, will provide us with adequate protection from competing products or intellectual property owned by others. For example, issued patents may be circumvented or challenged, declared invalid or unenforceable or narrowed in scope. Furthermore, we may not be able to prevent infringement, misappropriation and unauthorized, use of our owned and exclusively-licensed intellectual property. We also cannot provide assurances that the protection provided to our intellectual property by the laws and courts of particular nations will be substantially similar to the protection and remedies available under U.S. law. Furthermore, we cannot provide assurances that third parties will not assert infringement claims against us in the U.S. or based on intellectual property rights and laws in other nations that are different from those established in the U.S.

In addition, we enter into confidentiality and invention assignment agreements with our employees and contractors and enter into non-disclosure agreements with our suppliers and appropriate customers so as to limit access to and disclosure of our proprietary information. We cannot guarantee that we have entered into such agreements with each party who has developed intellectual property on our behalf and each party that has or may have had access to our confidential information, know-how and trade secrets. These agreements may be insufficient or breached, or may not effectively prevent unauthorized access to or unauthorized use, disclosure, misappropriation or reverse engineering of our confidential information, intellectual property, or technology. Moreover, these agreements may not provide an adequate remedy for breaches or in the event of unauthorized use or disclosure of our confidential information or technology, or infringement of our intellectual property. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret or know-how, or misappropriated or violated intellectual property is difficult, expensive, and time-consuming, and the outcome is unpredictable.

We cannot give assurances that any steps taken by us will be adequate to deter infringement, misappropriation, violation, dilution or otherwise impede independent third-party development of similar technologies. Any of our intellectual property rights may be successfully challenged, opposed, diluted, misappropriated, violated or circumvented by others or invalidated, narrowed in scope or held unenforceable through administrative process or litigation in the United States or in non-U.S. jurisdictions. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain and any changes in, or unexpected interpretations of, intellectual property laws may compromise our ability to enforce our trade secrets and other intellectual property rights. In the event that such intellectual property arrangements are insufficient, our business, financial condition and results of operations could be materially harmed.

If sufficient radio frequency spectrum is not allocated for use by our products, or we fail to obtain regulatory approval for our products, our ability to market our products may be restricted.

We may be affected by the allocation and auction of the radio frequency spectrum by governmental authorities both in the U.S. and internationally. The unavailability of sufficient radio frequency spectrum may inhibit the future growth of wireless communications networks. In addition, to operate in a jurisdiction, we must obtain regulatory approval for our products and each jurisdiction in which we market our products has its own regulations governing radio communications. If we are unable to obtain sufficient allocation of radio frequency spectrum by the appropriate governmental authority or obtain the proper regulatory approval for our products, our business, financial condition and results of operations may be harmed.

Our business is subject to changing regulation of corporate governance, public disclosure and anti-bribery measures which have resulted in increased costs and may continue to result in additional costs or potential liabilities in the future.

We are subject to rules and regulations of federal and state regulatory authorities, The NASDAQ Stock Market LLC (“NASDAQ”) and financial market entities charged with the protection of investors and the oversight of companies whose securities are publicly traded, and foreign and domestic legislative bodies. During the past few years, these entities, including the Public Company Accounting Oversight Board, the SEC, NASDAQ and several foreign governments, have issued requirements, laws and regulations and continue to develop additional requirements, laws and regulations, most notably the Sarbanes-Oxley Act of 2002 (“SOX”), and recent laws and regulations regarding bribery and unfair competition, including the SEC’s recently-approved (though currently paused, pending litigation) rules relating to the disclosure of climate-related information. Our efforts to comply with these requirements and regulations have resulted in, and are likely to continue to result in, increased general and administrative expenses and a diversion of substantial management time and attention from revenue-generating activities to compliance activities.

Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs potentially necessitated by ongoing revisions to our disclosure and governance practices. Finally, if we are unable to ensure compliance with such requirements, laws, or regulations, we may be subject to costly prosecution and liability, and resulting reputational harm, from such noncompliance.

Our products are used in critical communications networks which may subject us to significant liability claims.

Because our products are used in critical communications networks, we may be subject to significant liability claims if our products do not work properly. We warrant to our current customers that our products will operate in accordance with our product specifications. If our products fail to conform to these specifications, our customers could require us to remedy the failure or could assert claims for damages. The provisions in our agreements with customers that are intended to limit our exposure to liability claims may not preclude all potential claims. In addition, any insurance policies we have may not adequately limit our exposure with respect to such claims. Liability claims could require us to spend significant time and money in litigation or to pay significant damages. Any such claims, whether or not successful, would be costly and time-consuming to defend, and could divert management’s attention and seriously damage our reputation and our business.

We may be subject to litigation regarding our intellectual property. This litigation could be costly to defend and resolve and could prevent us from using or selling the challenged technology.

The wireless telecommunications industry is characterized by vigorous protection and pursuit of intellectual property rights, which has resulted in often protracted and expensive litigation. Any litigation regarding patents or other owned or exclusively licensed intellectual property, including claims that our use of intellectual property infringes or violates the rights of others, could be costly and time-consuming and could divert our management and key personnel from our business operations. The complexity of the technology involved and the uncertainty of intellectual property litigation increase these

risks. Such litigation or claims could result in substantial costs and diversion of resources. In the event of an adverse result in any such litigation, we could be required to pay substantial damages, cease the use and transfer of allegedly infringing technology or the sale of allegedly infringing products and expend significant resources to develop non-infringing technology or obtain licenses for the infringing technology. We can give no assurances that we would be successful in developing such non-infringing technology or that any license for the infringing technology would be available to us on commercially reasonable terms, if at all. This could have a materially adverse effect on our business, results of operation, financial condition, competitive position and prospects.

We are subject to laws, rules, regulations and policies regarding data privacy and cybersecurity. Many of these laws and regulations are subject to change and reinterpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, reputational damage or other harm to our business.

We are subject to a variety of federal, state and local laws, directives, rules, standards, regulations, policies and contractual obligations relating to data privacy and security. The regulatory framework for data privacy and security worldwide is continuously evolving and developing and, as a result, interpretation and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. It is also possible inquiries and enforcement actions from governmental authorities regarding cybersecurity breaches increase in frequency and scope. These data privacy and security laws also are not uniform, which may complicate and increase our costs for compliance. As a result, we anticipate needing to dedicate substantial resources to comply with such laws, regulations, and other obligations relating to privacy and cybersecurity. Furthermore, we cannot provide assurance that we will not face claims, allegations, or other proceedings related to our obligations under applicable data privacy and security laws. Any failure or perceived failure by us or our third-party service providers to comply with any applicable laws relating to data privacy and security, or any compromise of security that results in the unauthorized access, improper disclosure, or misappropriation of personal data or other customer data, could result in significant liabilities, and negative publicity and reputational harm, one or all of which could have an adverse effect on our reputation, business, financial condition and operations.

We are subject to complex federal, state, local and international laws and regulations related to protection of the environment that could materially and adversely affect the cost, manner or feasibility of conducting our operations, as well as those of our suppliers and contract manufacturers.

Environmental, health and safety regulations govern the manufacture, assembly and testing of our products, including without limitation regulations governing the emission of pollutants and the use, remediation, and disposal of hazardous materials (including electronic wastes). Our failure or the failure of our suppliers or contract manufacturers to properly manage the use, transportation, emission, discharge, storage, recycling or disposal of wastes generated from our operations could subject us to increased compliance costs or liabilities such as fines and penalties. We may also be subject to costs and liabilities for environmental clean-up costs on sites owned by us, sites previously owned by us, or treatment and disposal of wastes attributable to us from past operations, under the Comprehensive Environmental Response, Compensation and Liability Act or equivalent laws. Existing and future environmental regulations may additionally restrict our and our suppliers' use of certain materials to manufacture, assemble and test products. New or more stringent environmental requirements applicable to our operations or the operations of our suppliers could adversely affect our costs of doing business and result in material costs to our operations.

Increased attention to Environmental, Social, and Governance ("ESG") matters, conservation measures and climate change issues has contributed to an evolving state of environmental regulation, which could impact our results of operations, financial or competitive position and may adversely impact our business.

Increasing attention to, and societal expectations on companies to address, climate change and other environmental and social impacts, investor and societal expectations regarding voluntary ESG disclosures may result in increased costs to us and our suppliers, contract manufacturers, and customers. Moreover, while we create and publish voluntary disclosures regarding ESG matters from time to time, many of the statements in those voluntary disclosures are based on hypothetical expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected risks or events, including the costs associated therewith. Such expectations and assumptions are necessarily uncertain and may be prone to error or subject to misinterpretation given the long timelines involved and the lack of an established single approach to identifying, measuring and reporting on many ESG matters. Additionally, in March 2024, the SEC approved final rules that necessitate the disclosure of climate-related information in registration statements and periodic reports. In April 2024, the SEC issued an Order to stay its climate rule, pausing the implementation of the final rules. We are assessing the proposed final rules, but at this time we cannot predict the costs of implementation or any potential adverse impacts resulting from the

rule. To the extent the final rules are upheld, we could incur increased costs relating to the assessment and disclosure of climate-related information in our periodic reports.

Increased public awareness and worldwide focus on climate change issues has led to legislative and regulatory efforts to limit greenhouse gas emissions, and may result in more international, federal or regional requirements or industry standards to reduce or mitigate risks related to climate change. As a result, we may become subject to new or more stringent regulations, legislation or other governmental requirements or industry standards, and we anticipate that we will see increased demand to meet voluntary criteria related to reduction or elimination of certain constituents from products, reducing emissions of greenhouse gases, and increasing energy efficiency. Increased regulation of climate change concerns could subject us to additional costs and restrictions and require us to make certain changes to our manufacturing practices and/or product designs, which could negatively impact our business, results of operations, financial condition and competitive position.

Anti-takeover provisions of Delaware law, the Amended and Restated Tax Benefit Preservation Plan (the “Plan”), and provisions in our Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws could make a third-party acquisition of us difficult.

Because we are a Delaware corporation, the anti-takeover provisions of Delaware law could make it more difficult for a third party to acquire control of us, even if the change in control would be supported by our stockholders. We are subject to the provisions of Section 203 of the General Corporation Law of Delaware, which prohibits us from engaging in certain business combinations, unless the business combination is approved in a prescribed manner. In addition, our Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws also contain certain provisions that may make a third-party acquisition of us difficult, including the ability of the Board to issue preferred stock and the requirement that nominations for directors and other proposals by stockholders must be made in advance of the meeting at which directors are elected or the proposals are voted upon.

In addition, the Plan and the amendments to our Amended and Restated Certificate of Incorporation, as amended (the “Charter Amendments”) could make an acquisition of us more difficult.

General Risk Factors

Natural disasters or other catastrophic events such as terrorism and war could have an adverse effect on our business.

Natural disasters, such as hurricanes, earthquakes, fires, extreme weather conditions and floods, could adversely affect our operations and financial performance. In addition, climate change may contribute to the increased frequency or intensity of extreme weather events, including storms, wildfires, and other natural disasters. Further, acts of terrorism or war could significantly disrupt our supply chain and access to vital components. Such events have in the past and could in the future result in physical damage to one or more of our facilities, the temporary closure of one or more of our facilities or those of our suppliers, a temporary lack of an adequate work force in a market, a temporary or long-term disruption in the supply of products from local or overseas suppliers or contract manufacturers, a temporary disruption in the transport of goods from overseas, and delays in the delivery of goods. Accordingly, climate change and natural disasters may impact the availability and cost of materials and natural resources, sources and supply of energy necessary for our operations, and could also increase insurance and other operating costs. Many of our facilities around the world (and the operations of our suppliers) are in locations that may be impacted by the physical risks of climate change, and we face the risk of losses incurred as a result of physical damage to our facilities or those of our suppliers, such as loss or spoilage of inventory and business interruption caused by such events. In addition, if there is a natural disaster in any of the locations in which our significant customers are located, our customers may incur losses or sustained business interruption, or both, which may materially impair their ability to continue their purchase of products from us. Public health issues, whether occurring in the United States or abroad, could disrupt our operations, disrupt the operations of suppliers or customers, or have an adverse impact on customer demand. As a result of any of these events, we may be required to suspend operations in some or all of our locations, which could have an adverse effect on our business, financial condition, results of operations, and cash flows. These events could also reduce demand for our products or make it difficult or impossible to receive components from suppliers. Although we maintain business interruption insurance and other insurance intended to cover some or all of these risks, such insurance may be inadequate, whether because of coverage amount, policy limitations, the financial viability of the insurance companies issuing such policies, or other reasons.

System security risks, data protection breaches, and cyber-attacks could compromise our proprietary information, disrupt our internal operations and harm public perception of our products, which could cause our business and reputation to suffer and adversely affect our stock price.

In the ordinary course of business, we store sensitive data, including intellectual property, our proprietary business information and proprietary information of our customers, suppliers and business partners, on our networks. The secure maintenance of this information is critical to our operations and business strategy. Increasingly, companies, including ours, are subject to a wide variety of attacks on their networks on an ongoing basis. Despite our security measures, our information technology and infrastructure may be vulnerable to interruption, disruption, destruction, penetration or attacks due to natural disasters, power loss, telecommunications failure, terrorist attacks, domestic vandalism, Internet failures, computer malware, ransomware, cyberattacks, social engineering attacks, phishing attacks, data breaches and other events unforeseen or generally beyond our control. Additionally, advances in technology, an increased level of sophistication and expertise of hackers, widespread access to generative AI, and new discoveries in the field of cryptography can result in a compromise or breach of our information technology systems or security measures implemented to protect our systems. Any such breach could compromise our systems and networks, which could cause system disruptions or slowdowns and exploitation of security vulnerabilities in our products, and lead to the information stored on our networks being accessed, publicly disclosed, lost or stolen, which could subject us to liability to our customers, suppliers, business partners and others, and cause us reputational and financial harm. In addition, sophisticated hardware and operating system software and applications that we produce or procure from third parties may contain defects in design or manufacture, including “bugs” and other problems that could unexpectedly interfere with the operation of our networks. An increased number of our employees and service providers are working from home and connecting to our networks remotely on less secure systems, which we believe may further increase the risk of, and our vulnerability to, a cyber-attack or breach on our network. Any such actual or perceived security breach, incident or disruption could also divert the efforts of our technical and management personnel and could require us to incur significant costs and operational consequences in connection with investigating, remediating, eliminating and putting in place additional tools, devices, policies, and other measures designed to prevent such security breaches, incidents and system disruptions. Moreover, we could be required by applicable law in some jurisdictions, or otherwise find it appropriate to expend significant capital and other resources, to notify or respond to applicable third parties or regulatory authorities due to any actual or perceived security incidents or breaches to our systems and its root cause.

If an actual or perceived breach of network security occurs in our network or in the network of a customer of our security products, regardless of whether the breach is attributable to our products, the market perception of the effectiveness and safety of our products could be harmed. Because the techniques used by computer programmers and hackers, many of whom are highly sophisticated and well-funded, to access or sabotage networks or systems change frequently and generally are not recognized until after they are used, we may be unable to anticipate or immediately detect these cyber-attacks. This could impede our sales, manufacturing, distribution or other critical functions. In addition, our ability to defend against and mitigate cyberattacks depends in part on prioritization decisions that we and third parties upon whom we rely make to address vulnerabilities and security defects. While we endeavor to address all identified vulnerabilities in our products, we must make determinations as to how we prioritize developing and deploying the respective fixes, and we may be unable to do so prior to an attack. The economic costs to us to eliminate or alleviate cyber or other security problems, bugs, viruses, worms, malicious software systems and security vulnerabilities could be significant and may be difficult to anticipate or measure because the damage may differ based on the identity and motive of the programmer or hacker, which are often difficult to identify. Furthermore, even once a vulnerability has been addressed, for certain of our products, the fix will only be effective once a customer has updated the impacted product with the latest release, and customers that do not install and run the latest supported versions of our products may remain vulnerable to attack.

As cyber-attacks become more sophisticated, the need to develop, modify, upgrade or enhance our information technology infrastructure and measures to secure our business can lead to increased cybersecurity protection costs. Such costs may include making organizational changes, deploying additional personnel and protection technologies, training employees, and engaging third party experts and consultants. These efforts come at the potential cost of revenues and human resources that could be utilized to continue to enhance our product offerings, and such increased costs may adversely affect our operating margins.

Additionally, certain of our suppliers have in the past and may in the future experience cybersecurity attacks that can constrain their capacity and ability to meet our product demands. If our contract manufacturers and suppliers suffer future cyberattacks, our ability to ship products or otherwise fulfill our contractual obligations to our customers could be delayed or impaired which would adversely affect our business, financial results and customer relationships.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

At Aviat, cybersecurity processes, controls and technologies have been implemented to help facilitate the Company's efforts to identify, assess and manage material risks associated with cybersecurity threats.

Risk Management and Strategy

The Company has sought to leverage the National Institute of Standards and Technology Cybersecurity Framework (the "NIST CSF") as a guideline for its cybersecurity framework and to help identify, assess and manage cybersecurity risks related to its business. The Company regularly engages third party experts, including cybersecurity assessors, consultants and auditors to evaluate and test our cybersecurity risk management systems and processes. The Company's partnership with these third-parties include regular audits and threat assessments. The Company requires all of its third-party information technology vendors to undergo evaluations by the Company's internal data privacy and data security team as a part of efforts to assess, document and mitigate potential cybersecurity threats associated with the use of such vendors and the software, applications and services they provide.

In addition, we undertake ongoing cyber risk assessments as part of our efforts to detect, evaluate and respond to potential cybersecurity threats, including regular testing by our internal information security team. We require all employees and contractors to participate in cybersecurity training designed to enhance their understanding of cyber threats and their ability to identify and escalate potential incidents. Our vulnerability management program is designed to identify, assess, and remediate cybersecurity threats in our systems, such as through penetration testing.

Incident Reporting

If cybersecurity incidents occur, certain of the Company's executive leadership team, legal counsel, and Audit Committee would be briefed and a determination would be made as to whether such incident or vulnerability is deemed material to the Company. The Company's incident response plan is tested annually to assess its operational effectiveness. We conduct an annual "tabletop" exercise during which we simulate cybersecurity incidents to help us prepare to respond to a cybersecurity incident and to identify areas for potential improvement.

As of the date of this Annual Report on Form 10-K, the Company does not believe it has encountered, and has not identified any risks from cybersecurity incidents that have materially affected or are reasonably likely to materially affect the Company. However, we acknowledge that cybersecurity threats are continually evolving, and the possibility of future cybersecurity incidents remains. Despite the implementation of our cybersecurity processes, our security measures cannot guarantee that a significant cyberattack will not occur. A successful attack on our information technology systems could have significant consequences to the business. See "Item 1A, Risk Factors," for additional information about the risks to our business associated with a breach or compromise to our information technology systems.

Governance

Aviat's Board of Directors has oversight of the Company's cybersecurity risk as a component of its risk management. This includes prioritization of cybersecurity risks and the allocation of resources. The Board of Directors receives regular updates on the Company's cybersecurity program. The Board of Directors have delegated its responsibility for risk management oversight to the Audit Committee, which regularly reviews Aviat's cybersecurity program with the Company's management. The Company's management, including its Senior Director of Information Technology, Chief Financial Officer, and General Counsel, provide the Board of Directors updates regarding current and emerging cybersecurity threats, status of ongoing cybersecurity initiatives, certain incident reports and events, remediation efforts, and compliance with regulatory and industry standards.

The Company's Senior Director of Information Technology is primarily responsible for assessing and managing our material risks from cybersecurity threats, monitoring the effectiveness of our cybersecurity detection and response processes in countering current threats and providing updates to the executive team.

Item 2. *Properties*

The Company leases office space, assembly facilities, repair and service centers, and warehouses in multiple locations in the United States and internationally. Aviat's corporate headquarters is in Austin, Texas and most of its locations based in the United States are in Texas. Internationally, the Company leases facilities throughout Europe, North America, Africa and Asia. The Company owns one facility in Wellington, New Zealand. Refer to Note 4. Leases and Note 5. Balance Sheet Components of the Notes to the consolidated financial statements in this Annual Report on Form 10-K for further information.

Item 3. *Legal Proceedings*

For a discussion of legal proceedings as of June 28, 2024, refer to "Legal Proceedings" and "Contingent Liabilities" under Note 13. Commitments and Contingencies of the Notes to the consolidated financial statements in this Annual Report on Form 10-K.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information on Common Stock

Aviat's common stock is listed and primarily traded on the NASDAQ Global Select Market ("NASDAQ"), under the ticker symbol AVNW. According to the records of the Company's transfer agent, as of October 3, 2024, there were approximately 1,750 holders of record of Aviat's common stock.

Dividend Policy

The Company has not paid cash dividends on its common stock and does not intend to pay cash dividends at this time. The Company intends to retain any earnings for use in its business. In addition, the covenants of the Company's credit facility may restrict it from paying dividends or making other distributions to its stockholders under certain circumstances. Refer to Note 7. Credit Facility and Debt of the Notes to the consolidated financial statements in this Annual Report on Form 10-K for further information.

Sales of Unregistered Securities

During fiscal 2024, the Company did not issue or sell any unregistered securities not previously reported on Form 10-Q or 8-K.

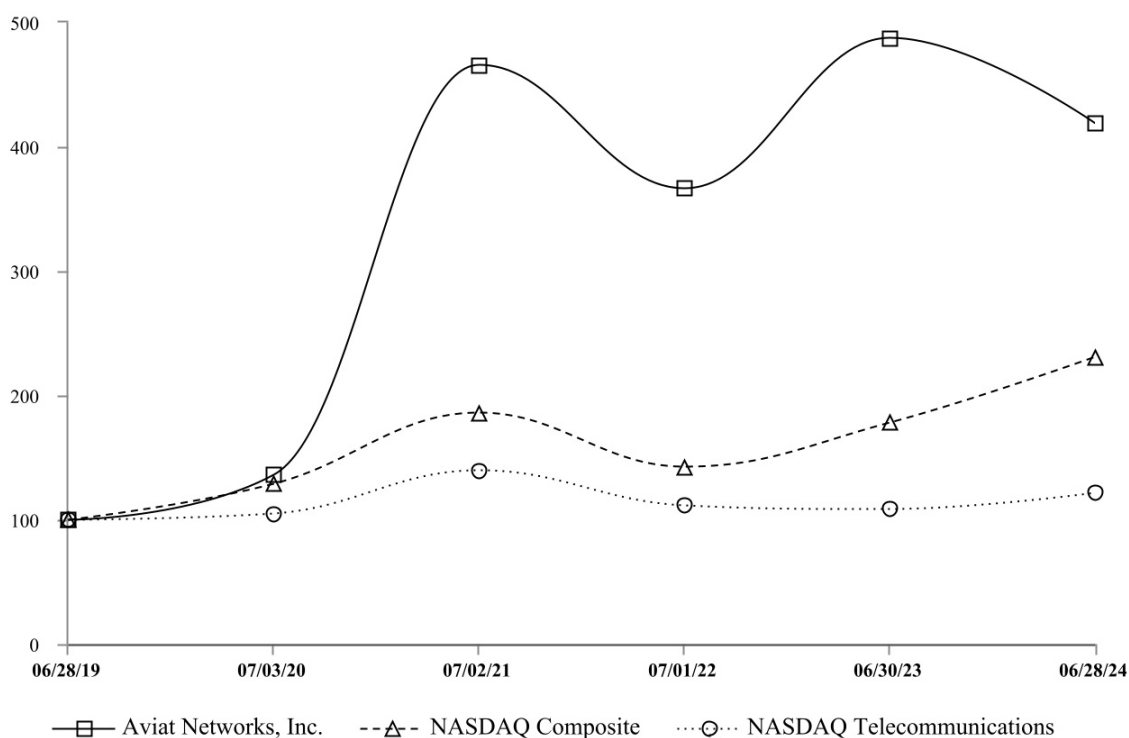
Issuer Purchases of Equity Securities

In November 2021, the Company's Board of Directors approved a stock repurchase program to purchase up to \$10.0 million of its common stock. As of June 28, 2024, \$6.9 million remains available under the stock repurchase program, and the Company may choose to suspend or discontinue the repurchase program at any time. During the fourth quarter of fiscal 2024, the Company did not repurchase any shares of its common stock.

Performance Graph

The following graph and accompanying data compare the cumulative total return of Aviat’s common stock, the NASDAQ Composite Index and the NASDAQ Telecommunications Index for the five-year period ended June 28, 2024. The comparison assumes \$100 was invested on June 28, 2019, in the Company’s common stock and each of the indices and assumes reinvestment of dividends. The historical stock price performance shown below is not indicative of future price performance. Note that this graph and accompanying data is “furnished,” not “filed,” with the SEC.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN
Among Aviat Networks, Inc., the NASDAQ Composite Index
and the NASDAQ Telecommunications Index



	06/28/19	07/03/20	07/02/21	07/01/22	06/30/23	06/28/24
Aviat Networks, Inc.	\$ 100.00	\$ 135.69	\$ 465.40	\$ 366.28	\$ 487.09	\$ 418.73
NASDAQ Composite	\$ 100.00	\$ 128.84	\$ 186.10	\$ 142.44	\$ 178.08	\$ 230.80
NASDAQ Telecommunications	\$ 100.00	\$ 104.43	\$ 139.26	\$ 111.48	\$ 108.27	\$ 121.56

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis ("MD&A") is intended to help the reader understand Aviat Networks, Inc.'s ("Aviat", the "Company", "we", "us", or "our") results of operations and financial condition during the two-year period ended June 28, 2024. MD&A is provided as a supplement to, and should be read in conjunction with, the Company's consolidated financial statements and accompanying notes. In the discussion herein, the fiscal years ended June 28, 2024, June 30, 2023, and July 1, 2022 are referred to as "fiscal 2024", "fiscal 2023" and "fiscal 2022", respectively. Aviat's fiscal year ends on the Friday nearest to June 30. For a comparison of the results of operations for fiscal 2023 and 2022, refer to Aviat's Annual Report on Form 10-K for the fiscal year ended June 30, 2023, filed with the SEC on August 30, 2023.

Overview

Aviat is a global supplier of microwave networking and access networking solutions, backed by an extensive suite of professional services and support. Aviat sells radios, routers, software and services integral to the functioning of data transport networks. Aviat has more than 3,000 customers and significant relationships with global service providers and private network operators. Aviat's North America manufacturing base consists of a combination of contract manufacturing and assembly and testing operated in Austin, Texas by Aviat. Additionally, Aviat utilizes a contract manufacturer based in Asia for much of its international equipment demand. Aviat's technology is underpinned by more than 300 patents. Aviat competes on the basis of total cost of ownership, microwave radio expertise and solutions for mission critical communications.

Acquisitions

NEC's Wireless Transport Business

On May 9, 2023, the Company entered into a Master Sale of Business Agreement (as amended on November 30, 2023, the "Purchase Agreement") with NEC Corporation ("NEC"), to acquire NEC's wireless transport business (the "NEC Transaction"). The Company completed the NEC Transaction on November 30, 2023.

Prior to the acquisition date, NEC was a leader in wireless backhaul networks with an extensive installed base of their Pasolink series products. The completion of the NEC Transaction increases the scale of Aviat, enhances the Company's product portfolio with a greater capability to innovate, and creates a more diversified business. Refer to Note 12. Acquisitions of the Notes to the consolidated financial statements in this Annual Report on Form 10-K (the "Notes") for further information.

The fair value of the consideration transferred at the closing of the NEC Transaction was comprised of (i) cash of \$32.2 million, and (ii) the issuance of 736,750 shares or \$22.3 million of Company common stock. Aggregate consideration transferred at closing was approximately \$54.5 million, which is subject to certain post-closing adjustments. The Company estimates additional cash consideration of approximately \$19.9 million will be transferred to NEC in the first half of fiscal 2025, primarily related to settlement of the post-closing working capital adjustment. The Company funded the cash portion of the NEC Transaction with Term Loan borrowings under its Credit Facility (as defined below). Refer to Note 7. Credit Facility and Debt of the Notes for further information.

Redline Communications Group Inc.

In the first quarter of fiscal 2023, the Company acquired all of the issued and outstanding shares of Redline Communications Group Inc. ("Redline"), for a purchase price of \$20.4 million. Redline is a leading provider of mission-critical data infrastructure. See Note 12. Acquisitions of the Notes for further information.

Operations Review

The market for mobile backhaul continued to be the Company's primary addressable market segment globally in fiscal 2024. In North America, the Company supported 5G and long-term evolution ("LTE") deployments of its mobile operator customers, public safety network deployments for state and local governments, and private network implementations for utilities and other customers. In international markets, the Company's business continued to rely on a combination of customers increasing their capacity to handle subscriber growth and the ongoing build-out of some large LTE and 5G deployments. Aviat's position continues to be to support its customers for 5G and LTE readiness and ensure that its technology roadmap is well aligned with evolving market requirements. Aviat's strength in turnkey and after-sale support

services is a differentiating factor that wins business for the Company and enables it to expand its business with existing customers. Additionally, Aviat operates an e-commerce on-line platform, Aviat Store, that provides low-cost services, a simple experience, and fast delivery to mobile operators and private network customers. However, as disclosed in the “Risk Factors” section in Item 1A of this Annual Report on Form 10-K, a number of factors could prevent the Company from achieving its objectives, including ongoing pricing pressures attributable to competition and macroeconomic conditions in the geographic markets that it serves.

Revisions to Prior Period Consolidated Financial Statements

Subsequent to the issuance of the consolidated financial statements and related disclosures for the fiscal year ended June 30, 2023, the Company identified certain errors in its previously issued consolidated financial statements. The Company evaluated the materiality of the errors and determined that the impacts were not material, individually or in the aggregate, to the Company’s previously issued consolidated financial statements for any of the prior reporting periods in which they occurred. The Company has revised the prior period financial statements for fiscal 2024 and fiscal 2023 to correct the errors. The revisions ensure comparability across all periods presented herein. Refer to Note 16. Revisions to Prior Period Consolidated Financial Statements of the Notes for further information.

Fiscal 2024 Compared to Fiscal 2023

Revenue

The Company manages its sales activities primarily on a geographic basis in North America and three international geographic regions: (1) Africa and the Middle East, (2) Europe and (3) Latin America and Asia Pacific. Revenue by region for fiscal 2024 and 2023 and the related changes were as follows:

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
North America	\$ 206,073	\$ 200,678	\$ 5,395	2.7 %
Africa and the Middle East	48,884	59,674	(10,790)	(18.1)%
Europe	24,608	18,772	5,836	31.1 %
Latin America and Asia Pacific	128,518	65,309	63,209	96.8 %
Total Revenue	\$ 408,083	\$ 344,433	\$ 63,650	18.5 %

The Company achieved revenue growth of 18.5% in fiscal 2024 primarily driven by contributions from the NEC Transaction and increased private network and mobile 5G operator demand. Contributions from the NEC Transaction totaled \$54.9 million for the period from December 2023 to June 2024. Key revenue growth areas include 44% growth in software sales, 359% growth in Access LTE/5G, 36% growth in Managed Services and an increase in sales through the Aviat Store of 21%.

Revenue in North America increased by \$5.4 million in fiscal 2024 primarily due to private network and mobile 5G operator demand. Services revenue in North America remained flat year-over-year as significant projects ended in fiscal 2024.

Revenue in Africa and the Middle East decreased by \$(10.8) million in fiscal 2024 primarily due to cyclical softness in the capital expenditure plans of large mobile operators in the region and currency impacts from locally provided services. The Middle East as a sub-region increased by \$3.3 million primarily due to contributions from the NEC Transaction of \$2.5 million.

Revenue in Europe increased by \$5.8 million in fiscal 2024 primarily due to increased sales to mobile operators in the region. The NEC Transaction contributed \$5.6 million in sales in Europe.

Revenue in Latin America and Asia Pacific increased by \$63.2 million in fiscal 2024 primarily due to contributions from the NEC Transaction totaling \$44.6 million and higher volumes of projects with mobile operators, including organic volume growth of \$17.6 million in Asia Pacific compared to the prior year.

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Product sales	\$ 274,205	\$ 238,579	\$ 35,626	14.9 %
Services	133,878	105,854	28,024	26.5 %
Total Revenue	\$ 408,083	\$ 344,433	\$ 63,650	18.5 %

Revenue from product sales and services increased by 14.9% and 26.5%, respectively in fiscal 2024 primarily due to the same overall factors of revenue growth discussed previously.

Gross Margin

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Revenue	\$ 408,083	\$ 344,433	\$ 63,650	18.5 %
Cost of revenue	263,351	222,051	41,300	18.6 %
Gross margin	\$ 144,732	\$ 122,382	\$ 22,350	18.3 %
% of revenue	35.5 %	35.5 %		
Product margin %	37.4 %	36.9 %		
Service margin %	31.6 %	32.5 %		

Gross margin for fiscal 2024 increased by \$22.4 million compared with fiscal 2023 primarily due to the revenue growth described previously. Gross margin as a percentage of revenue was flat compared to the prior year as a result of the expected near term dilution effect of the NEC Transaction, offsetting margin expansion in the core Aviat business compared to the prior year driven by favorable customer mix and higher software sales compared to fiscal 2023.

Research and Development Expenses

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Research and development expenses	\$ 36,426	\$ 24,908	\$ 11,518	46.2 %
% of revenue	8.9 %	7.2 %		

Research and development expenses increased by \$11.5 million in fiscal 2024 primarily due to increased product development activities and additional costs resulting from the NEC Transaction. The NEC Transaction contributed \$7.2 million of the increase compared to the prior year.

Selling and Administrative Expenses

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Selling and administrative expenses	\$ 85,038	\$ 69,842	\$ 15,196	21.8 %
% of revenue	20.8 %	20.3 %		

Selling and administrative expenses increased by \$15.2 million in fiscal 2024 primarily due to merger and acquisition expenses and additional costs resulting from the NEC Transaction.

Restructuring Charges

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Restructuring charges	\$ 3,867	\$ 3,012	\$ 855	28.4 %
% of revenue	0.9 %	0.9 %		

During fiscal 2024 restructuring charges were \$3.9 million, an increase of \$0.9 million compared to fiscal 2023, primarily related to restructuring activities associated with the NEC Transaction and reductions in workforce in certain of the Company's operations. The prior year includes non-recurring restructuring charges primarily associated with the Redline acquisition completed in the first quarter of fiscal 2023.

The Company's success in restructuring initiatives has enabled it to restructure specific groups to optimize skill sets and align its organizational structure to execute on strategic deliverables, in addition to aligning cost structure with the core business.

Interest Expense, Net

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Interest expense, net	\$ 2,337	\$ 532	\$ 1,805	339.3 %

Interest expense, net increased by \$1.8 million in fiscal 2024 primarily due to interest expense incurred on the Term Loan borrowings used to fund the NEC Transaction in the second quarter of fiscal 2024.

Other Expense, Net

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Other expense, net	\$ 158	\$ 2,774	\$ (2,616)	(94.3)%

Other expense, net decreased by \$(2.6) million in fiscal 2024 primarily due to non-recurring losses of \$1.7 million recognized on the sale of marketable securities included in the prior year.

Income Taxes

(In thousands, except percentages)	Fiscal Year		\$ Change	% Change
	2024	2023		
Income before income taxes	\$ 16,906	\$ 21,314	\$ (4,408)	(20.7)%
Provision for income taxes	6,146	11,145	(4,999)	(44.9)%
As % of income before income taxes	36.4 %	52.3 %		

The Company estimates its annual effective tax rate at the end of each reporting period, and records the tax effect of certain discrete items in the interim period in which they occur, including changes in judgment about uncertain tax positions and deferred tax valuation allowances.

Tax expense was \$6.1 million in fiscal 2024 and \$11.1 million in fiscal 2023. Tax expense in fiscal 2024 was primarily attributable to tax expense for the U.S. entity and profitable foreign subsidiaries, partially offset by a Canada valuation allowance release. Tax expense in fiscal 2023 was primarily attributable to tax expense related to U.S. and profitable foreign subsidiaries, including deferred tax expense associated with the acquisition of Redline (as defined above) in July 2022 and the subsequent restructuring and integration impact.

Fiscal 2023 Compared to Fiscal 2022

For a comparison of the results of operations for fiscal 2023 and 2022, refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of Aviat's Annual Report on Form 10-K for the fiscal year ended June 30, 2023, filed with the SEC on August 30, 2023.

Liquidity, Capital Resources and Financial Strategies

Sources of Cash

As of June 28, 2024, the Company's total cash and cash equivalents were \$64.6 million. Approximately \$34.0 million, or 53% was held in the United States. The remaining balance of \$30.6 million, or 47% was held outside the United States. Of the amount of cash and cash equivalents held by the Company's foreign subsidiaries on June 28, 2024, \$30.2 million was held in jurisdictions where its undistributed earnings are indefinitely reinvested, and if repatriated, would be subject to foreign withholding taxes.

Operating Activities

Operating cash flows is presented as net income adjusted for certain non-cash items and changes in operating assets and liabilities. Net cash provided by (used in) operating activities was \$30.5 million for fiscal 2024, compared with \$(1.6) million in the prior year. The \$32.2 million increase is primarily attributable to increased net income prior to non-cash adjustments and improvements in the net changes in operating assets and liabilities compared to the prior year. Net changes in operating assets and liabilities resulted in \$(2.5) million of cash used in operating activities for fiscal 2024, compared to \$(38.8) million in fiscal 2023. The \$36.3 million decrease compared to the prior year is primarily attributable to decreases in inventory on higher sales volume, increases in accounts payable and accrued expenses due to the timing of payments, and non-recurring increases in contract manufacturing and other prepaid assets included in the prior year comparison period. These improvements were partially offset by net increases in accounts receivable and unbilled costs as a result of the timing of sales, billing activities and cash collections in the current year.

Investing Activities

Net cash used in investing activities was \$35.2 million for fiscal 2024, compared to \$11.9 million in the prior year. The \$23.3 million increase is primarily due to payments of the cash consideration associated with the NEC Transaction of \$32.2 million, partially offset by non-recurring activity included in the prior year related to proceeds received on the sale of marketable securities of \$9.2 million.

Financing Activities

Financing cash flows consist primarily of borrowings and repayments under the Company's Credit Facility and proceeds from the exercise of employee stock options. Net cash provided by (used in) financing activities was \$48.7 million for fiscal 2024, compared with \$(0.7) million in the prior year. The \$49.4 million increase is primarily due to the \$50.0 million of Term Loan borrowings primarily used to settle the cash portion of the consideration associated with the NEC Transaction.

As of June 28, 2024, the Company's sources of liquidity consisted of \$64.6 million in cash and cash equivalents, \$35.1 million of available credit under its Credit Facility, and future collections of receivables from customers. The Company regularly requires letters of credit from certain customers, and, from time to time, these letters of credit are discounted without recourse shortly after shipment occurs in order to meet immediate liquidity requirements and to reduce its credit and sovereign risk. Historically, the Company's primary sources of liquidity have been cash flows from operations and credit facilities.

The Company believes that its existing cash and cash equivalents, the available borrowings under its Credit Facility, the availability under its effective shelf registration statement and future cash collections from customers will be sufficient to provide for its anticipated requirements and plans for cash for at least the next 12 months. In addition, the Company believes these sources of liquidity will be sufficient to provide for its anticipated requirements and plans for cash beyond the next 12 months.

Available Credit Facility, Borrowings and Repayment of Debt

The Company entered into a Secured Credit Facility Agreement (the "Credit Facility"), dated May 9, 2023, amended as of November 22, 2023, with Wells Fargo Bank, National Association, as administrative agent, swingline lender and issuing lender and Wells Fargo Securities LLC, Citigroup Global Markets Inc., and Regions Capital Markets as lenders. The Credit Facility provides for a \$40.0 million revolving credit facility (the "Revolver") and a \$50.0 million Delayed Draw Term Loan Facility (the "Term Loan") with a maturity date of May 8, 2028. The \$40.0 million Revolver can be borrowed with a \$10.0 million sub-limit for letters of credit, and a \$10.0 million swingline loan sub-limit. Refer to Note 7. Credit Facility and Debt of the Notes for further information.

In November 2023, the Company borrowed \$50.0 million against the Term Loan to primarily settle the cash portion of the consideration associated with the NEC Transaction. Refer to Note 12. Acquisitions of the Notes for further information.

As of June 28, 2024, the available credit under the Revolver was \$35.1 million, reflecting the available limit of \$40.0 million less outstanding letters of credit of \$4.9 million. The Company borrowed and repaid \$33.2 million against the Revolver in fiscal 2024. As of June 28, 2024, the Company had \$48.8 million outstanding under its Term Loan and no borrowings under its Revolver.

Outstanding borrowings under the Credit Facility bear interest at either: (a) Adjusted Term Secured Overnight Financing Rate (“SOFR”) plus the applicable margin; or (b) the Base Rate plus the applicable margin. The pricing levels for interest rate margins are determined based on the Consolidated Total Leverage Ratio as determined and adjusted quarterly. As of June 28, 2024, the applicable margin on Adjusted Term SOFR and Base Rate borrowings was 2.5% and 1.5%, respectively. The effective rate of interest on the outstanding Term Loan borrowings as of June 28, 2024 was 7.9%.

The Credit Facility requires the Company and its subsidiaries to maintain a fixed charge coverage ratio to be greater than 1.25 to 1.00 as of the last day of any fiscal quarter of the Company. The Credit Facility also requires that the Company maintain a maximum leverage ratio of 3.00 times EBITDA, with a step-down to 2.75 times EBITDA after four full quarters, and 2.50 times EBITDA after eight full quarters. The Credit Facility contains customary affirmative and negative covenants, including, among others, covenants limiting the ability of the Company and its subsidiaries to dispose of assets, permit a change in control, merge or consolidate, make acquisitions, incur indebtedness, grant liens, make investments, make certain restricted payments, and enter into transactions with affiliates, in each case subject to customary exceptions. As of June 28, 2024, the Company was in compliance with all financial covenants contained in the Credit Facility.

Restructuring Payments

The Company had liabilities for restructuring activities totaling \$1.7 million as of June 28, 2024, which was classified as current and are expected to be paid in cash within the next 12 months. The Company expects to fund the future payments with available cash and cash provided by operations. Refer to Note 8. Restructuring Activities of the Notes for further information.

Financial Risk Management

In the normal course of doing business, the Company is exposed to the risks associated with foreign currency exchange rates and changes in interest rates. The Company employs established policies and procedures governing the use of financial instruments to manage its exposure to such risks.

Exchange Rate Risk

The Company conducts business globally in numerous currencies and is therefore exposed to foreign currency risks. From time to time, the Company uses derivative instruments to reduce the volatility of earnings and cash flows associated with changes in foreign currency exchange rates. The Company does not hold or issue derivatives for trading purposes or make speculative investments in foreign currencies.

The Company enters into foreign exchange forward contracts to mitigate the change in fair value of specific non-functional currency assets and liabilities on the balance sheet. All balance sheet hedges are marked to market through earnings every period. Changes in the fair value of these derivatives are largely offset by re-measurement of the underlying assets and liabilities. The Company did not have any foreign exchange forward contracts outstanding as of June 28, 2024 or June 30, 2023.

Net foreign exchange (gains) losses recorded in the consolidated statements of operations during fiscal 2024, 2023 and 2022 were \$(0.3) million, \$1.0 million and \$1.1 million, respectively.

Certain of the Company’s international business are transacted in non-U.S. dollar (“USD”) currencies. From time to time, the Company utilizes foreign currency hedging instruments to minimize the currency risk of non-USD transactions. The impact of translating the assets and liabilities of foreign operations to USD is included as a component of stockholders’ equity. As of June 28, 2024 and June 30, 2023, the cumulative translation adjustment decreased stockholders’ equity by \$19.3 million and \$16.0 million, respectively.

Interest Rate Risk

The Company’s exposure to market risk for changes in interest rates relates primarily to its cash equivalents and borrowings under its Credit Facility.

Exposure on Cash Equivalents

The Company had \$64.6 million in total cash and cash equivalents as of June 28, 2024. Cash equivalents totaled \$10.3 million as of June 28, 2024 and were comprised of money market funds and bank certificates of deposit. Cash equivalents have been recorded at fair value. Fair value is measured using inputs that fall into a three-level hierarchy that prioritizes the inputs used to measure fair value based on observability of such inputs. Refer to Note 6. Fair Value Measurements of Assets and Liabilities of the Notes for further information.

The Company's cash equivalents earn interest at fixed rates; therefore, changes in interest rates will not generate a gain or loss on these investments unless they are sold prior to maturity. The weighted-average days to maturity for cash equivalents held as of June 28, 2024 was approximately 30 days, and these investments had an average yield of approximately 5.0% per annum. A 10% change in interest rates on the Company's cash equivalents is not expected to have a material impact on its financial position, results of operations, or cash flows.

Exposure on Borrowings

As of June 28, 2024, the Company had \$48.8 million outstanding under its Term Loan and no borrowings under its Revolver. Refer to Note 7 Credit Facility and Debt of the Notes for further information.

The Company's borrowings under the current Credit Facility bear interest at either: (a) Adjusted Term SOFR plus the applicable margin; or (b) the Base Rate plus the applicable margin. The pricing levels for interest rate margins are determined based on the Consolidated Total Leverage Ratio as determined and adjusted quarterly. As of June 28, 2024, the applicable margin on Adjusted Term SOFR and Base Rate borrowings was 2.5% and 1.5%, respectively. The effective rate of interest on the Company's outstanding Term Loan borrowings as of June 28, 2024 was 7.9%.

A 10% change in interest rates is estimated to have a \$0.4 million impact on annual interest expense on the Company's outstanding long-term debt as of June 28, 2024.

Critical Accounting Estimates

The Company's consolidated financial statements are prepared in accordance with U.S. GAAP. These accounting principles require us to make certain estimates, judgments and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us.

These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements as well as the reported amounts of revenues and expenses during the periods presented. To the extent there are material differences between these estimates, judgments or assumptions and actual results, our financial statements will be affected.

The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- revenue recognition for estimated costs to complete over-time services;
- inventory valuation and provision for excess and obsolete inventory losses;
- income taxes valuation; and
- business combinations.

In some cases, the accounting treatment of a particular transaction is specifically dictated by U.S. GAAP and does not require management's judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would not produce a materially different result. Our senior management has reviewed these critical accounting policies and related disclosures with the Audit Committee of the Board.

The following is not intended to be a comprehensive list of all of our accounting policies or estimates. Our significant accounting policies are more fully described in Note 1. The Company and Summary of Significant Accounting Policies of the Notes. In preparing our financial statements and accounting for the underlying transactions and balances, we apply those accounting policies. We consider the estimates discussed below as critical to an understanding of our financial statements because their application places the most significant demands on our judgment, with financial reporting results relying on estimates about the effect of matters that are inherently uncertain.

Besides estimates that meet the “critical” accounting estimate criteria, we make many other accounting estimates in preparing our financial statements and related disclosures. All estimates, whether or not deemed critical, affect reported amounts of assets, liabilities, revenue and expenses as well as disclosures of contingent assets and liabilities. Estimates are based on experience and other information available prior to the issuance of the financial statements. Materially different results can occur as circumstances change and additional information becomes known, including for estimates that we do not deem “critical.”

Revenue Recognition

We recognize revenue by applying the following five-step approach: (1) identification of the contract with a customer; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when, or as, we satisfy a performance obligation.

Revenue from services includes certain network planning and design, engineering, installation and commissioning, extended warranty, customer support, consulting, training, and education. Maintenance and support services are generally offered to our customers and recognized over a specified period of time and from sales and subsequent renewals of maintenance and support contracts. The network planning and design, engineering and installation related services noted are recognized based on an over-time recognition model using the cost-input method. Certain judgment is required when estimating total contract costs and progress to completion on the over-time arrangements, as well as whether a loss is expected to be incurred on the contract. The cost estimation process for these contracts is based on the knowledge and experience of the Company’s project managers, engineers, and financial professionals. Changes in job performance and job conditions are factors that influence estimates of the total costs to complete those contracts and the Company’s revenue recognition. If circumstances arise that change the original estimates of revenues, costs, or extent of progress toward completion, revisions to the estimates are made in a timely manner. These revisions may result in increases or decreases in estimated revenues or costs, and such revisions are reflected in income in the period in which the circumstances that gave rise to the revision become known to us. We perform ongoing profitability analysis of our service contracts accounted for under this method to determine whether the latest estimates of revenues, costs, and profits require updating. In rare circumstances if these estimates indicate that the contract will be unprofitable, the entire estimated loss for the remainder of the contract is recorded immediately.

Inventory Valuation and Provisions for Excess and Obsolete Losses

Our inventories have been valued at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. We balance the need to maintain prudent inventory levels to ensure competitive delivery performance with the risk of excess or obsolete inventory due to changing technology and customer requirements, and new product introductions. The manufacturing of our products is handled primarily by contract manufacturers. Our contract manufacturers procure components and manufacture our products based on our forecast of product demand. We regularly review inventory quantities on hand and record a provision for excess and obsolete inventory based primarily on our estimated forecast of product demand, the stage of the product life cycle, anticipated end of product life and production requirements. Several factors may influence the sale and use of our inventories, including decisions to exit a product line, technological change, new product development and competing product offerings. These factors could result in a change in the amount of obsolete inventory quantities on hand. Additionally, our estimates of future product demand may prove to be inaccurate, in which case the provision required for excess and obsolete inventory may be overstated or understated. In the future, if we determine that our inventory is overvalued, we would be required to recognize such costs in cost of product sales and services in our consolidated statements of operations at the time of such determination. In the case of goods which have been written down below cost at the close of a fiscal quarter, such reduced amount is considered the new lower cost basis for subsequent accounting purposes, and subsequent changes in facts and circumstances do not result in the restoration or increase in that newly established cost basis. We did not make any material changes in the valuation methodology during the past three fiscal years.

Our customer service inventories are stated at the lower of cost or net realizable value. We carry service parts because we generally provide product warranty for 12 to 36 months and earn revenue by providing enhanced and extended warranty and repair service during and beyond this warranty period. Customer service inventories consist of both component parts, which are primarily used to repair defective units, and finished units, which are provided for customer use permanently or on a temporary basis while the defective unit is being repaired. We record adjustments to reduce the carrying value of customer service inventories to their net realizable value. Factors influencing these adjustments include product life cycles, end of

service life plans and volume of enhanced or extended warranty service contracts. Estimates of net realizable value involve significant estimates and judgments about the future, and revisions would be required if these factors differ from our estimates.

Income Taxes Valuation

We record the estimated future tax effects of temporary differences between the tax basis of assets and liabilities of amounts reported in our consolidated balance sheets, as well as operating loss and tax credit carryforwards. Certain judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. Although we believe our reserves are reasonable, no assurance can be given that the final tax outcome of these matters will not be different from that which is reflected in our historical income tax provisions and accruals. We adjust these reserves in light of changing facts and circumstances, such as the opening and closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences may result in an increase or decrease to our tax provision in a subsequent period in which such determination is made.

We record deferred taxes by applying enacted statutory tax rates to the respective jurisdictions and follow specific and detailed guidelines in each tax jurisdiction regarding the recoverability of any tax assets recorded on the consolidated balance sheets and provide necessary valuation allowances as required. Future realization of deferred tax assets ultimately depends on meeting certain criteria in Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 740, Income Taxes (“ASC 740”). One of the major criteria is the existence of sufficient taxable income of the appropriate character (for example, ordinary income or capital gain) within the carry-back or carry-forward periods available under the tax law. We regularly review our deferred tax assets for recoverability based on historical taxable income, projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies. Our judgments regarding future profitability may change due to many factors, including future market conditions and our ability to successfully execute our business plans and/or tax planning strategies. Should there be a change in our ability to recover our deferred tax assets, our tax provision would increase or decrease in the period in which the assessment is changed.

The accounting estimates related to the liability for uncertain tax position require us to make judgments regarding the sustainability of each uncertain tax position based on its technical merits. It is inherently difficult and subjective to estimate our reserves for the uncertain tax positions. Although we believe our estimates are reasonable, no assurance can be given that the final tax outcome of these matters will be the same as these estimates. These estimates are updated quarterly based on factors such as changes in facts or circumstances, changes in tax law, new audit activity, and effectively settled issues.

Business Combinations

The Company accounts for acquisitions as required by FASB ASC Topic 805, Business Combinations (“ASC 805”). Under the acquisition method of accounting, the assets and liabilities of acquired businesses are recorded at their estimated fair values at the date of acquisition. The excess of the purchase price over the estimated fair values of the assets acquired and liabilities assumed is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires management’s judgment and involves the use of significant estimates and assumptions to properly allocate purchase price consideration between the fair value of the assets acquired and liabilities assumed. The Company leverages independent third-party valuations in determining the estimated fair values of acquired tangible assets, identifiable intangible assets, and assumed liabilities. If assumptions or estimates used in determining fair values change based on information that becomes available during the one-year period from the acquisition date, we record measurement period adjustments to the assets acquired and liabilities assumed with a corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

Impact of Recently Issued Accounting Pronouncements

Refer to Note 1. The Company and Summary of Significant Accounting Policies of the Notes for a full description of recently issued accounting pronouncements, including the respective expected dates of adoption and effects on the consolidated financial position and results of operations.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

In the normal course of doing business, the Company is exposed to the risks associated with foreign currency exchange rates and changes in interest rates. The Company has established policies and procedures governing the use of financial instruments to manage its exposure to such risks. For a discussion of such policies and procedures and the related risks, see “Financial Risk Management” in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” which is incorporated by reference into this Item 7A.

Item 8. Financial Statements and Supplementary Data

Index to Financial Statements

	Page No.
Report of Independent Registered Public Accounting Firms (PCAOB ID: 34 and 243)	48
Consolidated Statements of Operations	52
Consolidated Statements of Comprehensive Income	53
Consolidated Balance Sheets	54
Consolidated Statements of Cash Flows	55
Consolidated Statements of Equity	57
Notes to Consolidated Financial Statements	58
Note 1. The Company and Summary of Significant Accounting Policies	58
Note 2. Net Income per Share of Common Stock	65
Note 3. Revenue Recognition	65
Note 4. Leases	64
Note 5. Balance Sheet Components	68
Note 6. Fair Value Measurements of Assets and Liabilities	71
Note 7. Credit Facility and Debt	71
Note 8. Restructuring Activities	72
Note 9. Stockholders' Equity	73
Note 10. Segment and Geographic Information	76
Note 11. Income Taxes	78
Note 12. Acquisitions	81
Note 13. Commitments and Contingencies	82
Note 14. Goodwill and Intangibles	84
Note 15. Related Party Transactions	85
Note 16. Revisions to Prior Period Consolidated Financial Statements	86
Note 17. Subsequent Events	90

Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Aviat Networks, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Aviat Networks, Inc. and subsidiaries (the "Company") as of June 28, 2024 and June 30, 2023, the related consolidated statements of operations, comprehensive income, cash flows, and equity, for the fiscal years ended June 28, 2024 and June 30, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 28, 2024 and June 30, 2023, and the results of its operations and its cash flows for the fiscal years ended June 28, 2024 and June 30, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of June 28, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated October 4, 2024, expressed an adverse opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition — Service Revenues - Estimated Costs to Complete - Refer to Note 3 to the financial statements

Critical Audit Matter Description

The Company recognizes revenue from two primary sources: products and services. Revenues from services include revenues from network planning and design, engineering and installation-related services. Long term contracts for these services are recognized based on an over-time recognition model using the cost-input method. Judgment is required when estimating total contract costs. The cost estimation process for these contracts is based on the knowledge and experience of the Company's project managers, engineers, and financial professionals. Changes in job performance and job conditions are factors that influence estimates of the total costs to complete those contracts and the Company's revenue recognition.

We identified estimated costs to complete for open over-time revenue contracts at year end as a critical audit matter. The determination of the total estimated cost and progress toward completion requires management to make significant estimates and assumptions. Changes in these estimates can have a significant impact on the revenue recognized each period. Auditing these elements involved especially challenging and subjective auditor judgment in evaluating the reasonableness of management's assumptions and estimates over the duration of these contracts.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's estimates of costs to complete for open over-time revenue contracts used to recognize service revenues included the following, among others:

- We selected a sample of revenue contracts and performed the following:
 - Tested the accuracy and completeness of the costs incurred to date
 - Evaluated the estimates of cost to complete for a sample of open over-time contracts by:
 - Comparing costs incurred to date to the costs management estimated to be incurred to date
 - Evaluating the progress to completion by performing inquiries of project managers and assessing the nature of activities required to complete
 - Comparing management's estimates of gross margin for the selected contracts to the gross margin of similar contracts, when applicable
 - Tested the mathematical accuracy of management's calculation of revenue for the contract
- We developed an expectation of service revenue by creating an independent estimate of gross margin based on historical margin rates and compared it to the recorded service revenue
- We performed a lookback to evaluate management's ability to estimate costs accurately by making a selection of changes in estimates during the year and testing whether the change in estimate was properly supported and recorded within the correct period

Acquisitions — NEC's Wireless Transport Business – Key Assumptions in Valuation of Acquired Intangible Assets - Refer to Note 12 to the financial statements

Critical Audit Matter Description

The Company completed the acquisition of NEC's Wireless Transport on November 30, 2023. The Company accounted for the acquisition under the acquisition method of accounting for business combinations. Accordingly, the purchase price was allocated to the assets acquired and liabilities assumed based on their respective fair values, including intangible assets of \$5.6 million. Management estimated the fair value of the customer relationships intangible asset using the multi-period excess earnings method, and the fair value of the technology intangible asset using the relief from royalty method, both of which are specific discounted cash flow methods. The fair value determination of the intangible assets required management to make significant estimates and assumptions related to the future profitability of the acquired business, the selection of the discount rate, and the selection of the royalty rate.

Given the fair value determination of intangible assets for NEC's Wireless Transport Business requires management to make estimates about the future profitability of the acquired business, the selection of the discount rate, and the selection of the royalty rate, performing audit procedures to evaluate the reasonableness of these estimates and assumptions required an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the assumptions of future profitability of the acquired business within the company's forecasts of future cash flows and the selection of the discount rate and royalty rate for the intangible assets included the following, among others:

- We tested the reasonableness of the profitability assumptions within management's forecasts of cash flows by comparing the projections to historical results and certain peer companies, and performing a retrospective review.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology, (2) discount rate, and (3) royalty rate by:
 - Testing the source information underlying the determination of the discount rate and testing the mathematical accuracy of the calculation.

- Developing a range of independent estimates and comparing those to the discount rate selected by management.
- Testing management’s return on assets model used in estimating the selected royalty rate.
- Performing a profit split analysis to assess the selected royalty rate.
- We evaluated whether the profitability assumptions within the estimated future cash flows were consistent with evidence obtained in other areas of the audit.

/s/ Deloitte & Touche LLP

Austin, Texas
October 4, 2024

We have served as the Company's auditor since fiscal year 2023.

Report of Independent Registered Public Accounting Firm

Stockholders and Board of Directors
Aviat Networks, Inc.
Austin, Texas

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of operations, comprehensive income, equity, and cash flows of Aviat Networks, Inc. (the “Company”) for the fiscal year ended July 1, 2022, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of the Company’s operations and its cash flows for the fiscal year ended July 1, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ BDO USA, LLP

San Jose, California
September 14, 2022

We served as the Company's auditor from 2015 to 2022.

AVIAT NETWORKS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share amounts)	Fiscal Year Ended		
	June 28, 2024	June 30, 2023	July 1, 2022
Revenues:			
Product sales	\$ 274,205	\$ 238,579	\$ 208,100
Services	133,878	105,854	94,859
Total revenues	408,083	344,433	302,959
Cost of revenues:			
Product sales	171,783	150,637	132,404
Services	91,568	71,414	61,320
Total cost of revenues	263,351	222,051	193,724
Gross margin	144,732	122,382	109,235
Operating expenses:			
Research and development	36,426	24,908	22,596
Selling and administrative	85,038	69,842	57,656
Restructuring charges	3,867	3,012	238
Total operating expenses	125,331	97,762	80,490
Operating income	19,401	24,620	28,745
Interest expense (income), net	2,337	532	(157)
Other expense (income), net	158	2,774	(1,533)
Income before income taxes	16,906	21,314	30,435
Provision for income taxes	6,146	11,145	9,275
Net income	\$ 10,760	\$ 10,169	\$ 21,160
Net income attributable to Aviat Networks	\$ 10,760	\$ 10,169	\$ 21,160
Net income per share of common stock outstanding:			
Basic	\$ 0.88	\$ 0.90	\$ 1.89
Diluted	\$ 0.86	\$ 0.86	\$ 1.79
Weighted average shares outstanding:			
Basic	12,182	11,358	11,167
Diluted	12,456	11,855	11,820

See accompanying Notes to Consolidated Financial Statements

AVIAT NETWORKS, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)	Fiscal Year Ended		
	June 28, 2024	June 30, 2023	July 1, 2022
Net income	\$ 10,760	\$ 10,169	\$ 21,160
Other comprehensive (loss) income:			
Net change in cumulative translation adjustment	(3,316)	25	(1,702)
Other comprehensive (loss) income	(3,316)	25	(1,702)
Comprehensive income	\$ 7,444	\$ 10,194	\$ 19,458

See accompanying Notes to Consolidated Financial Statements

AVIAT NETWORKS, INC.
CONSOLIDATED BALANCE SHEETS

(In thousands, except share and par value amounts)

	June 28, 2024	June 30, 2023
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 64,622	\$ 22,242
Accounts receivable, net	158,013	100,911
Unbilled receivables	90,525	57,170
Inventories	62,267	33,428
Assets held for sale	2,720	—
Other current assets	27,076	22,164
Total current assets	405,223	235,915
Property, plant and equipment, net	9,480	9,452
Goodwill	8,217	5,112
Intangible assets, net	13,644	9,046
Deferred income taxes	83,112	87,080
Right-of-use assets	3,710	2,554
Other assets	11,837	13,978
Total assets	\$ 535,223	\$ 363,137
LIABILITIES AND EQUITY		
Current Liabilities:		
Accounts payable	\$ 92,854	\$ 60,141
Accrued expenses	42,148	24,442
Operating lease liabilities	1,006	610
Advance payments and unearned revenue	58,839	44,268
Other current liabilities	21,614	600
Current portion of long-term debt	2,396	—
Total current liabilities	218,857	130,061
Long-term debt	45,954	—
Unearned revenue	7,413	7,416
Long-term operating lease liabilities	2,823	2,140
Other long-term liabilities	394	314
Reserve for uncertain tax positions	3,485	3,975
Deferred income taxes	412	492
Total liabilities	279,338	144,398
Commitments and contingencies (Note 13)		
Stockholders' equity		
Preferred stock, \$0.01 par value; 50.0 million shares authorized; none issued	—	—
Common stock, \$0.01 par value; 300.0 million shares authorized; 12.6 million and 11.5 million shares issued and outstanding as of June 28, 2024 and June 30, 2023, respectively	126	115
Treasury stock 0.2 million and 0.2 million shares as of June 28, 2024 and June 30, 2023, respectively	(6,479)	(6,147)
Additional paid-in-capital	860,071	830,048
Accumulated deficit	(578,513)	(589,273)
Accumulated other comprehensive loss	(19,320)	(16,004)
Total stockholders' equity	255,885	218,739
Total liabilities and stockholders' equity	\$ 535,223	\$ 363,137

See accompanying Notes to Consolidated Financial Statements

AVIAT NETWORKS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	Fiscal Year Ended		
	June 28, 2024	June 30, 2023	July 1, 2022
Operating Activities			
Net income	\$ 10,760	\$ 10,169	\$ 21,160
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation of property, plant and equipment	3,991	5,475	4,463
Amortization of intangible assets	1,002	704	—
Provision for (recovery from) uncollectible receivables	1,300	467	(23)
Share-based compensation	7,341	6,720	3,834
Deferred taxes	3,625	9,012	8,004
Inventory write-downs	3,952	2,138	1,735
Non-cash lease expense	948	639	1,057
Net loss (gain) on marketable securities	41	1,734	(2,614)
Other non-cash operating activities, net	128	67	(55)
Changes in operating assets and liabilities:			
Accounts receivable	(9,266)	(24,754)	(25,719)
Unbilled receivables	(34,856)	(12,398)	(8,725)
Inventories	1,589	(4,892)	(3,901)
Accounts payable	16,551	16,040	10,503
Accrued expenses	15,094	(4,306)	876
Advance payments and unearned revenue	11,814	6,254	1,713
Income taxes payable	1,445	710	(1,620)
Other assets and liabilities	(4,919)	(15,423)	(7,899)
Net cash provided by (used in) operating activities	30,540	(1,644)	2,789
Investing Activities			
Purchases of property, plant and equipment	(2,675)	(5,335)	(1,792)
Purchases of marketable securities	(925)	—	(8,279)
Proceeds from sale of marketable securities	538	9,157	—
Proceeds from sale of assets held for sale	—	—	2,284
Acquisitions, net of cash acquired	(32,161)	(15,769)	—
Net cash used in investing activities	(35,223)	(11,947)	(7,787)
Financing Activities			
Proceeds from revolver	33,200	102,200	—
Repayments of revolver	(33,200)	(102,200)	—
Proceeds from term loan	50,000	—	—
Repayments of term loan	(1,250)	—	—
Payments of deferred financing costs	(79)	(753)	—
Payments for repurchase of common stock — treasury shares	(332)	—	(5,362)
Payments for taxes related to net settlement of equity awards	(696)	(1,198)	(541)
Proceeds from issuance of common stock under employee stock plans	1,058	1,270	1,029
Net cash provided by (used in) financing activities	48,701	(681)	(4,874)

Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(1,605)	(311)	(1,222)
Net increase (decrease) in cash, cash equivalents and restricted cash	42,413	(14,583)	(11,094)
Cash, cash equivalents, and restricted cash, beginning of year	22,521	37,104	48,198
Cash, cash equivalents, and restricted cash, end of year	\$ 64,934	\$ 22,521	\$ 37,104

(In thousands)	Fiscal Year Ended		
	June 28, 2024	June 30, 2023	July 1, 2022
Non-cash investing and financing activities:			
Unpaid property, plant and equipment	\$ 3,574	\$ 168	\$ 95
Common stock issued in connection with acquisition	22,331	—	—
Supplemental disclosures of cash flow information:			
Cash paid for interest	\$ 2,517	\$ 880	\$ —
Cash paid for income taxes, net	808	1,613	1,241

See accompanying Notes to Consolidated Financial Statements

AVIAT NETWORKS, INC.
CONSOLIDATED STATEMENTS OF EQUITY

(In thousands)	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	\$ Amount	Shares	\$ Amount				
Balance as of July 2, 2021	11,154	\$ 112	20	\$ (787)	\$ 818,939	\$ (620,602)	\$ (14,327)	\$ 183,335
Net income	—	—	—	—	—	21,160	—	21,160
Other comprehensive loss	—	—	—	—	—	—	(1,702)	(1,702)
Issuance of common stock under employee stock plans	198	2	—	—	1,029	—	—	1,031
Shares withheld for taxes related to vesting of equity awards	(16)	—	—	—	(543)	—	—	(543)
Stock repurchase	(175)	(2)	175	(5,360)	—	—	—	(5,362)
Share-based compensation	—	—	—	—	3,834	—	—	3,834
Balance as of July 1, 2022	11,161	\$ 112	195	\$ (6,147)	\$ 823,259	\$ (599,442)	\$ (16,029)	\$ 201,753
Net income	—	—	—	—	—	10,169	—	10,169
Other comprehensive income	—	—	—	—	—	—	25	25
Issuance of common stock under employee stock plans	396	3	—	—	1,267	—	—	1,270
Shares withheld for taxes related to vesting of equity awards	(39)	—	—	—	(1,198)	—	—	(1,198)
Share-based compensation	—	—	—	—	6,720	—	—	6,720
Balance as of June 30, 2023	11,518	\$ 115	195	\$ (6,147)	\$ 830,048	\$ (589,273)	\$ (16,004)	\$ 218,739
Net income	—	—	—	—	—	10,760	—	10,760
Other comprehensive loss	—	—	—	—	—	—	(3,316)	(3,316)
Issuance of common stock under employee stock plans	400	4	—	—	1,054	—	—	1,058
Shares withheld for taxes related to vesting of equity awards	(22)	—	—	—	(696)	—	—	(696)
Stock repurchase	(11)	—	11	(332)	—	—	—	(332)
Share-based compensation	—	—	—	—	7,341	—	—	7,341
Common stock issued in connection with acquisition	737	7	—	—	22,324	—	—	22,331
Balance as of June 28, 2024	12,622	\$ 126	206	\$ (6,479)	\$ 860,071	\$ (578,513)	\$ (19,320)	\$ 255,885

See accompanying Notes to Consolidated Financial Statements

AVIAT NETWORKS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. The Company and Summary of Significant Accounting Policies

The Company

Aviat Networks, Inc. (“Aviat,” the “Company,” “we,” “us,” and “our”) designs, manufactures, and sells wireless networking and access networking solutions and services to mobile and fixed telephone service providers, private network operators, government agencies, transportation and utility companies, public safety agencies and broadcast system operators across the globe. Aviat’s products include broadband wireless access base stations and customer premises equipment for fixed and mobile, point-to-point digital microwave radio systems for access, backhaul, trunking and license-exempt applications, supporting new network deployments, network expansion, and capacity upgrades.

Basis of Presentation

The consolidated financial statements include the accounts of the Company and its wholly-owned and majority owned subsidiaries. All intercompany transactions and accounts have been eliminated. Certain amounts in the consolidated financial statements have been reclassified for comparative purposes to conform to the current period consolidated financial statement presentation.

Aviat’s fiscal year includes 52 or 53 weeks and ends on the Friday nearest to June 30. This was June 28, 2024 for fiscal 2024, June 30, 2023 for fiscal 2023 and July 1, 2022 for fiscal 2022. Fiscal 2024, 2023 and 2022 includes 52 weeks. In the notes to consolidated financial statements, we refer to our fiscal years as “fiscal 2024”, “fiscal 2023” and “fiscal 2022.”

Use of Estimates

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) requires the Company to make estimates, assumptions and judgments affecting the amounts reported and related disclosures. Estimates are based upon historical factors, current circumstances and the experience and judgment of management. The Company evaluates estimates and assumptions on an ongoing basis and may employ outside experts to assist in making these evaluations. Changes in such estimates, based on more accurate information, or different assumptions or conditions, may affect amounts reported in future periods. Such estimates affect significant items, including revenue recognition, provision for uncollectible receivables, inventory valuation, goodwill and identified intangible assets in business combinations, valuation allowances for deferred tax assets and uncertainties in income taxes. Actual results may differ materially from estimates.

Revisions to Prior Period Consolidated Financial Statements

Subsequent to the issuance of the consolidated financial statements and related disclosures for the fiscal year ended June 30, 2023, the Company identified certain errors impacting previously reported financial information. In accordance with ASC 250, Accounting Changes and Error Corrections and Staff Accounting Bulletins (“SAB”) No. 99, Materiality and No. 108, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements, the Company evaluated the materiality of the errors and determined that the impacts were not material, individually or in the aggregate, to the Company’s previously issued consolidated financial statements for any of the prior reporting periods in which they occurred, but that correcting the error in the current reporting period would be material to the Company’s results of operations for fiscal 2024. As a result, the Company has restated the prior period financial statements and related disclosures for fiscal 2023 to correct the errors for comparability across all periods presented herein. Refer to Note 16. Revisions to Prior Period Consolidated Financial Statements for further information.

Cash, Cash Equivalents and Restricted Cash

All highly liquid investments with an original maturity of three months or less at the date of purchase are considered to be cash equivalents. Cash equivalents are carried at amortized cost, which approximates fair value due to the short-term nature of these investments. Investments with an original maturity of greater than three months are accounted for as short-term investments and are classified as such at the time of purchase.

The Company's cash and cash equivalents are held at several major financial institutions, which often significantly exceed Federal Deposit Insurance Corporation insured limits. However, a substantial portion of the cash equivalents is invested in prime money market funds which are backed by the securities in the fund.

Cash and cash equivalents that are restricted as to withdrawal or usage under the terms of contractual agreements are recorded as restricted cash. The Company's restricted cash is included in long-term other assets on the consolidated balance sheets and represents the cash balance on its disability insurance voluntary plan account that cannot be used for any operating purposes other than to pay benefits to the insured employees.

Significant Concentrations

The Company typically invoices customers for the sales order (or contract) value of the related products delivered at various milestones, including order receipt, shipment, installation and acceptance and for services when rendered. The Company's trade receivables are derived from sales to customers located in North America, Latin America, Europe, Africa, the Middle East, and Asia-Pacific.

Accounts receivable is presented net of allowance for expected credit losses to reflect any loss anticipated on the collection of the Company's trade receivable balances. The allowance for expected credit losses is based on historical loss information, customer financial condition, and economic and geopolitical conditions for the locations where the Company's customers operate. Accounts receivable amounts are written off when attempts to collect outstanding amounts have been exhausted or there are other indicators that the amounts are no longer collectible.

The Company regularly requires letters of credit from certain customers and, from time to time, discounts these letters of credit issued by customers through various financial institutions. The discounting of letters of credit depends on many factors, including the willingness of financial institutions to discount the letters of credit and the cost of such arrangements. Under these arrangements, collection risk is fully transferred to the financial institutions. Financing charges on discounting the letters of credit are recorded as interest expense.

During fiscal 2024 and 2023, no customer accounted for more than 10% of total revenue. During fiscal 2022 there was one customer that accounted for 13% of total revenue. As of June 28, 2024, no customer accounted for more than 10% of accounts receivable. As of June 30, 2023, a group of related entities accounted for approximately 14%, of accounts receivable.

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash equivalents, trade accounts receivable and from time to time, financial instruments used in foreign currency hedging activities. The Company invests excess cash primarily in prime money market funds and certificates of deposit. The Company is exposed to credit risks related to such instruments in the event of default or decrease in credit-worthiness of the issuers of the investments. Risks associated with the Company's cash and cash equivalents are mitigated by banking with creditworthy institutions.

The Company performs ongoing credit evaluations of its customers and generally does not require collateral on accounts receivable, as the majority of customers are large, well-established companies. However, in certain circumstances, the Company may require letters of credit, additional guarantees or advance payments. The Company maintains allowances for expected credit losses, but historically has not experienced any significant losses related to any particular geographic area. The Company's customers are primarily in the telecommunications industry, and its accounts receivable is exposed to similar credit risk characteristics as that industry.

Inventories

The Company engages third parties to manufacture its products and procures its raw materials from third-party suppliers. In addition, certain strategic component inventory is consigned to third-party manufacturers. Other components included in the Company's products are sourced from various suppliers and are principally industry standard parts and components that are available from multiple vendors. The inability of a contract manufacturer or supplier to fulfill the Company's supply requirements or changes in their financial or business condition could disrupt the Company's ability to supply quality products to its customers, and thereby may have a material adverse effect on the Company's business and operating results.

Inventories are valued at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. Cost is determined using standard cost, which approximates actual cost on a weighted-average first-in-first-out basis. The Company regularly reviews inventory quantities on hand and records adjustments to reduce the cost of inventory for excess and obsolete inventory based primarily on estimated forecast of product demand and production requirements. Inventory adjustments are measured as the difference between the cost of the inventory and net realizable value based upon assumptions about future demand and charged to the provision for inventory, which is a component of cost of sales. At the point of the loss recognition, a new, lower-cost basis for that inventory is established, and any subsequent improvements in facts and circumstances do not result in the restoration or increase in that newly established cost basis.

The Company stocks customer service related inventories such as service parts because the Company provides product warranties for 12 to 36 months and earns revenue by providing enhanced and extended warranty and repair service during and beyond this warranty period. Customer service related inventories consist of both component parts, which are primarily used to repair defective units, and finished units, which are provided for customer use permanently or on a temporary basis while the defective unit is being repaired. The Company records adjustments to reduce the carrying value of customer service inventories to their net realizable value. Factors influencing these adjustments include product life cycles, end of service life plans and volume of enhanced or extended warranty service contracts. Estimates of net realizable value involve significant estimates and judgments about the future, and revisions would be required if these factors differ from estimates. Refer to Note 5. Balance Sheet Components for further information.

Property, Plant and Equipment

Property, plant and equipment are stated on the basis of cost less accumulated depreciation. The Company capitalizes costs of software, consulting services, hardware and other related costs incurred to purchase or develop internal-use software. Costs incurred during preliminary project assessment, re-engineering, training and application maintenance are charged to expense.

Depreciation is charged to expense on a straight-line basis over the estimated useful lives of the respective assets. Leasehold improvements are depreciated on a straight-line basis over the shorter of the remaining lease term or the estimated useful life of the improvements. The useful lives of the assets are generally as follows:

Buildings	40 years
Leasehold improvements	2 to 10 years
Software and equipment	2 to 5 years

Expenditures for maintenance and repairs are charged to expense as incurred and are included in cost of revenues and selling and administrative expenses on the consolidated statements of operations. Cost and accumulated depreciation of assets sold or retired are removed from the respective property accounts, and any gain or loss is reflected on the consolidated statements of operations.

Business Combinations

The Company accounts for acquisitions as required by Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 805, Business Combinations (“ASC 805”). Under the acquisition method of accounting, the assets and liabilities of acquired businesses are recorded at their estimated fair values at the date of acquisition. The excess of the purchase price over the estimated fair values of the assets acquired and liabilities assumed is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires management’s judgment and involves the use of significant estimates and assumptions to properly allocate purchase price consideration between the fair value of the assets acquired and liabilities assumed. The Company leverages independent third-party valuations in determining the estimated fair values of acquired tangible assets, identifiable intangible assets, and assumed liabilities. If assumptions or estimates used in determining fair values change based on information that becomes available during the one-year period from the acquisition date, we record measurement period adjustments to the assets acquired and liabilities assumed with a corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

Goodwill

The Company accounts for goodwill as required by FASB ASC Topic 350, Intangibles - Goodwill and Other ("ASC 350"). The Company tests goodwill for impairment on an annual basis and when events occur that may suggest that the fair value of such assets cannot support the carrying value. ASC 350 gives an entity the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the quantitative impairment test is unnecessary. However, if an entity concludes otherwise, then the quantitative impairment test shall be used to identify the impairment and measure the amount of an impairment loss to be recognized (if applicable).

The Company tests goodwill for impairment on an annual basis on the first day of its fourth fiscal quarter. The Company has one reporting unit. A qualitative assessment was performed for fiscal 2024. This assessment considered changes in the Company's projected future cash flows and discount rates, recent market transactions and overall macroeconomic conditions. Based on this assessment, the Company concluded that it was more likely than not that the estimated fair value of its reporting unit was higher than its carrying value and that the performance of a quantitative impairment test was not required. Refer to Note 10. Segment and Geographic Information, Note 12. Acquisitions, and Note 14. Goodwill and Intangible Assets for further information.

Valuation of Long-Lived Assets

The Company periodically reviews the carrying value of its long-lived assets, including finite-lived intangibles, and property, plant and equipment, whenever events or changes in circumstances indicate that the carrying value may not be recoverable or that the assigned useful lives may no longer be appropriate. Impairment is considered to exist if the total estimated future cash flows on an undiscounted basis are less than the carrying amount of the assets. If impairment exists, the impairment loss is measured and recorded based on discounted estimated future cash flows. In estimating future cash flows, assets are grouped at the lowest levels for which there are identifiable cash flows that are largely independent of cash flows from other asset groups. The Company's estimate of future cash flows is based upon, among other things, certain assumptions about expected future operating performance, growth rates and other factors. The actual cash flows realized from these assets may vary significantly from estimates. There were no impairment losses recorded for fiscal 2024, 2023 and 2022.

The Company amortizes the cost of finite-lived intangible assets on a straight-line basis over their estimated useful lives, which approximates the pattern of economic benefit. Refer to Note 14. Goodwill and Intangible Assets for further information.

Warranties

On product sales, the Company provides for future warranty costs upon product delivery. The specific terms and conditions of those warranties vary depending upon the type of product sold and country of delivery. In the case of products sold by the Company, product warranties generally start from the delivery date and continue for one to three years, depending on the terms.

Many of the Company's products are manufactured to customer specifications and their acceptance is based on meeting those specifications. Factors that affect our warranty liabilities include the number of product units subject to warranty protection, historical experience and management's judgment regarding anticipated rates of warranty claims and cost per claim. We assess the adequacy of our recorded warranty liabilities every quarter and make adjustments to the liabilities as necessary. Refer to Note 5. Balance Sheet Components for further information.

Leases

The Company leases office space, assembly facilities, repair and service centers, and warehouses globally under non-cancelable operating lease agreements. The Company determines if an arrangement contains a lease at inception. Operating lease right-of-use assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. As most of the Company's leases do not provide an implicit rate, the Company's incremental borrowing rate based on the remaining lease term at commencement date is used in determining the present value of future payments. The operating lease right-of-use assets also include any lease payments made and exclude lease incentives and initial direct costs incurred. Variable lease payments are expensed as incurred and are not included within the right-of-use asset and lease liability calculation. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. Certain of the Company's lease arrangements include non-lease components and the Company accounts for non-lease components together with lease components for all such lease arrangements.

Leases with an initial term of 12 months or less are not recorded on our consolidated balance sheets. Lease expense for these leases are recognized on a straight-line basis over the lease term. Refer to Note 4. Leases for further information.

Foreign Currency Translation

The functional currency of certain of the Company's international subsidiaries is the United States ("U.S.") dollar. Determination of the functional currency is dependent upon the economic environment in which an entity operates as well as the customers and suppliers the entity conducts business with. Changes in facts and circumstances may occur which could lead to a change in the functional currency of that entity. Accordingly, all non-functional currency denominated monetary assets and liabilities of these subsidiaries are re-measured into U.S. dollars at the current exchange rate as of the applicable balance sheet date. Non-monetary assets and liabilities are measured at historical rates.

All other international subsidiaries use their respective local currency as their functional currency. Assets and liabilities of these subsidiaries are translated at the current exchange rates in effect at the balance sheet date, and income and expense accounts are translated at average exchange rates during the period. The resulting translation adjustments are included in accumulated other comprehensive loss.

Gains and losses resulting from foreign exchange transactions and re-measurement of monetary assets and liabilities in non-functional currencies are included in other expense (income), net in the accompanying consolidated statements of operations, based on the nature of the transactions. Net foreign exchange (gains) losses recorded in the consolidated statements of operations during fiscal 2024, 2023 and 2022 were \$(0.3) million, \$1.0 million and \$1.1 million, respectively.

Retirement Benefits

The Company provides retirement benefits to substantially all employees primarily through its defined contribution retirement plans. These plans have matching and savings elements. Contributions by the Company to these retirement plans are based on profits and employees' savings with no other funding requirements. Contributions to retirement plans are expensed as incurred. Retirement plan expense incurred in fiscal 2024, 2023 and 2022 was \$2.8 million, \$2.1 million, and \$1.9 million, respectively. Retirement plan expenses are included in cost of revenues, research and development, and selling and administrative expenses on the consolidated statements of operations.

Revenue Recognition

The Company recognizes revenue by applying the five-step approach in accordance with FASB ASC Topic 606, Revenue from Contracts with Customers ("ASC 606"): (1) identification of the contract with a customer; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when, or as, we satisfy a performance obligation. Refer to Note 3. Revenue Recognition for further information.

Cost of Product Sales and Services

Cost of sales consists primarily of materials, labor and overhead costs incurred internally and amounts incurred for contract manufacturers to produce the Company's products, personnel and other implementation costs incurred to install the Company's products and train customer personnel, and customer service and third party original equipment manufacturer costs to provide continuing support to customers.

Shipping and handling costs are included as a component of costs of product sales in the consolidated statements of operations because they are also included as a component of revenue billed to customers.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs were not material during fiscal 2024, 2023 and 2022.

Presentation of Transactional Taxes Collected from Customers and Remitted to Government Authorities

Transactional taxes such as sales and use tax collected from customers and remitted to governmental authorities are presented on a net basis.

Research and Development Costs

The Company's research and development costs, which include costs in connection with new product development, improvement of existing products, process improvement, and product use technologies, are generally charged to operations in the period in which they are incurred. For certain software projects under development, development costs are capitalized during the period between determining technological feasibility of the product and commercial release and are included in long-term other assets on the consolidated balance sheets. The amortization of capitalized development costs begins upon commercial release, generally over three years. To date, the amount of development costs capitalized and amortized have not been material.

Share-Based Compensation

The Company has one stock incentive plan for its employees and non-employee directors. The stock incentive plan permits the Company to grant share-based awards in the form of options, restricted stock awards and units and performance share awards and units.

The estimated grant date fair value of share-based awards is amortized over the requisite service period or vesting term. For non-qualified stock options, the Black-Scholes option pricing model is used to estimate the fair value as of the grant date. The determination of the fair value of stock option awards is affected by the Company's stock price and assumptions regarding a number variables. These variables include the Company's expected stock price volatility over the expected term of the awards, actual and projected employee stock option exercise behaviors, the risk-free interest rate and expected dividend yield. Due to the inherent limitations of option valuation models, including consideration of future events that are unpredictable and the estimation process utilized in determining the valuation of the share-based awards, the ultimate value realized by the Company's employees may vary significantly from the amounts expensed in its financial statements. For restricted stock awards and units and performance share awards and units with performance conditions, the market price of the Company's common stock on the date of the grant is used to estimate the fair value. For performance share awards and units with market conditions, the fair value is estimated using a Monte-Carlo simulation model as of the grant date. The Company recognizes forfeitures of share-based awards as they occur.

The Company recognizes compensation cost for share-based payment awards on a straight-line basis over the requisite service period. For an award that has a graded vesting schedule, compensation expense is recognized on a straight-line basis over the requisite service period for each separately vesting portion of the award as if the award was, in-substance, multiple awards. The amount of compensation cost recognized at any date must at least equal the portion of the grant-date value of the award that is vested at that date.

For awards with a performance condition vesting feature, share-based compensation costs are recognized when achievement of the performance conditions is considered probable. Any previously recognized compensation cost is reversed if the performance condition is not satisfied or if it is not probable that the performance conditions will be achieved. For awards with a market condition vesting feature, share-based compensation costs are recognized over the period the requisite service is rendered, regardless of when, and if ever, the market condition is satisfied.

Restructuring Charges

Restructuring charges represent expenses incurred in connection with certain cost reduction programs that the Company has implemented, and consists of the costs of employee termination costs, lease and other contract termination charges and other costs of exiting activities or geographies. A liability for costs associated with an exit or disposal activity is measured at its fair value when the liability is incurred. Expenses for one-time termination benefits are recognized at the date the employee is notified, unless the employee must provide future service, in which case the benefits are expensed ratably over the future service period. The Company recognizes severance benefits provided as part of an ongoing benefit arrangement when the payment is probable and the amounts can be reasonably estimated. Liabilities related to termination of an operating lease or contract are measured and recognized at fair value when the contract does not have any future economic benefit to the entity and the fair value of the liability is determined based on the present value of the remaining lease obligations, adjusted for the effects of deferred items recognized under the lease, and reduced by estimated sublease rentals that could be reasonably obtained for the property. The assumptions in determining such estimates include anticipated timing of sublease rentals and estimates of sublease rental receipts and related costs based on market conditions. All other costs related to an exit or disposal activity are expensed as incurred. Refer to Note 8. Restructuring Activities for further information.

Income Taxes and Related Uncertainties

The Company accounts for income taxes under the asset and liability method. Deferred tax assets and liabilities are determined based on the estimated future tax effects of temporary differences between the financial statement and tax basis of assets and liabilities, as measured by tax rates at which temporary differences are expected to reverse as well as operating loss and tax credit carry forwards. Deferred tax expense (benefit) is the result of changes in deferred tax assets and liabilities. A valuation allowance is established to offset any deferred tax assets if, based upon the available information, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company is required to compute its income taxes in each federal, state, and foreign jurisdiction the Company operates. This process requires that the Company estimate the current tax exposure as well as assess temporary differences between the accounting and tax treatment of assets and liabilities, including items such as accruals and allowances not currently deductible for tax purposes as well as operating loss and tax credit carry forwards. The income tax effects of the differences identified are classified as long-term deferred tax assets and liabilities on the consolidated balance sheets. The Company's judgments, assumptions, and estimates relative to the current provision for income taxes take into account current tax laws, the Company's interpretation of current tax laws, and possible outcomes of current and future audits conducted by foreign and domestic tax authorities. Changes in tax laws or the Company's interpretation of tax laws and the resolution of current and future tax audits could significantly impact the amounts provided for income taxes in the consolidated balance sheets and consolidated statements of operations. The Company must also assess the likelihood that deferred tax assets will be realized from future taxable income and, based on this assessment, establish a valuation allowance, if required. The Company's determination of its valuation allowance is based upon a number of assumptions, judgments, and estimates, including forecasted earnings, future taxable income, and the relative proportions of revenue and income before taxes in the various domestic and international jurisdictions in which the Company operates. To the extent the Company establishes a valuation allowance or change the valuation allowance in a period, the change is reflected with a corresponding increase or decrease to the Company's tax provision on the consolidated statements of operations.

The Company uses a two-step process to determine the amount of tax benefit to be recognized for uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step requires the Company to estimate and measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as this requires the Company to determine the probability of various possible outcomes. Uncertain tax positions are re-evaluated by the Company on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effectively settled issues under audit, and new audit activity. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in the period. Refer to Note 11. Income Taxes for further information.

Accounting Standards Not Yet Adopted

In December 2023, the FASB issued Accounting Standards Update ("ASU") 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU enhances the transparency and usefulness of income tax information through improvements to disclosures primarily related to the rate reconciliation and income taxes paid information. ASU 2023-09 is effective for the Company's annual reporting beginning in fiscal 2026. The Company is currently evaluating the impact of this ASU on its consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. The ASU expands reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses that are regularly presented to the chief operating decision maker. The disclosures required under ASU 2023-07 are also required for public entities with a single reportable segment. ASU 2023-07 is effective for the Company's annual reporting beginning in fiscal 2025 and for interim periods beginning in fiscal 2026. The Company is currently evaluating the impact of the ASU on its consolidated financial statements.

The Company considers the applicability and impact of all ASUs issued by the FASB. The Company determined at this time that all other ASUs issued but not yet adopted are either not applicable or are expected to have a minimal impact on its financial position and results of operations.

Note 2. Net Income per Share of Common Stock

Net income per share is computed by dividing net income attributable to the Company by the weighted average number of shares of its outstanding common stock.

The following table presents the computation of basic and diluted net income per share:

(In thousands, except per share amounts)	Fiscal Year		
	2024	2023	2022
Numerator:			
Net income	\$ 10,760	\$ 10,169	\$ 21,160
Denominator:			
Weighted average shares outstanding, basic	12,182	11,358	11,167
Effect of potentially dilutive equivalent shares	274	497	653
Weighted average shares outstanding, diluted	12,456	11,855	11,820
Net income per share:			
Basic	\$ 0.88	\$ 0.90	\$ 1.89
Diluted	\$ 0.86	\$ 0.86	\$ 1.79

The following table summarizes the weighted-average equity awards that were excluded from the diluted net income per share calculations since they were anti-dilutive:

(In thousands)	Fiscal Year		
	2024	2023	2022
Stock options	319	194	114
Restricted stock units and performance stock units	23	21	72
Total shares of common stock excluded	342	215	186

Note 3. Revenue Recognition

We recognize revenue by applying the following five-step approach: (1) identification of the contract with a customer; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when, or as, we satisfy a performance obligation.

Contracts and customer purchase orders are used to determine the existence of an arrangement.

Many of the Company's arrangements with customers contain multiple performance obligations and therefore promises to provide multiple goods and services. The Company evaluates each promised good and service in a contract to determine whether it represents a distinct performance obligation or should be accounted for as a combined performance obligation. For goods and services determined to be distinct we have concluded that they provide a benefit to the customer either on their own or together with other resources that are readily available to the customer, without having the need for significant integration or customization.

Revenue from product sales, recognized at a point-in-time, is generated predominately from the sales of products manufactured by third-party manufacturers to whom we have outsourced our manufacturing processes. Printed circuit assemblies, mechanical housings, and packaged modules are manufactured by contract manufacturing partners, with periodic business reviews of material levels and obsolescence. Product assembly, product testing, complete system integration, and system testing may either be performed within our own facilities or at the locations of our third-party manufacturers.

Revenue from services includes certain network planning and design, engineering, installation and commissioning ("field services"), extended warranty, hosted software-as-a-service ("SaaS"), customer support, consulting, training, and education. Maintenance and support services are generally offered to our customers and recognized over a specified period of time and from sales and subsequent renewals of maintenance and support contracts. The network planning and design, engineering and installation related services noted are recognized based on an over-time recognition model using the cost-input method. Certain judgment is required when estimating total contract costs and progress to completion on the over-time

arrangements, as well as whether a loss is expected to be incurred on the contract. The cost estimation process for these contracts is based on the knowledge and experience of the Company's project managers, engineers, and financial professionals. Changes in job performance and job conditions are factors that influence estimates of the total costs to complete those contracts and the Company's revenue recognition. If circumstances arise that change the original estimates of revenues, costs, or extent of progress toward completion, revisions to the estimates are made in a timely manner. These revisions may result in increases or decreases in estimated revenues or costs, and such revisions are reflected in income in the period in which the circumstances that gave rise to the revision become known to us. We perform ongoing profitability analysis of our service contracts accounted for under this method to determine whether the latest estimates of revenues, costs, and profits require updating. In rare circumstances if these estimates indicate that the contract will be unprofitable, the entire estimated loss for the remainder of the contract is recorded immediately. We establish billing terms at the time project deliverables and milestones are agreed. Revenues recognized in excess of the amounts invoiced to clients are classified as unbilled receivables and if invoicing is ahead of revenue recognized it is classified as an unearned liability on the consolidated balance sheets.

In addition, shipping documents and customer acceptances, when applicable, are used to verify delivery and transfer of control. We typically satisfy our performance obligations upon shipment or delivery of product depending on the contractual terms. Payment terms to customers generally range from net 30 to 120 days from invoice, which are considered to be standard payment terms. Revenue recognition does not necessarily follow payment terms as there are a number of scenarios where they would be different. Recognition follows contractual terms and those vary depending on the nature of the performance obligation being satisfied. These timing differences result in contract assets and liabilities as discussed below. We assess our ability to collect from our customers based primarily on the creditworthiness and past payment history of the customer.

While our customers do not have the right of return, we reserve for estimated product returns as an offset to revenue based primarily on historical trends. Actual product returns may be different than what was estimated. These factors and unanticipated changes in economic and industry condition could make actual results differ from our return estimates.

We present transactional taxes such as sales and use tax collected from customers and remitted to government authorities on a net basis.

Bill-and-Hold Sales

Certain customer arrangements consist of bill-and-hold characteristics under which control has been transferred to the customer, while we retain physical possession of the product. We evaluate bill-and-hold arrangement criteria to determine when the customer has obtained control. Once control has been obtained by the customer, they can direct or determine the use of the bill-and-hold inventory while we retain physical possession of the product until it is installed at a customer site at a point in time in the future.

Termination Rights

The contract term is determined on the basis of the period over which the parties to the contract have present enforceable rights and obligations. Certain customer contracts include a termination for convenience clause that allows the customer to terminate services without penalty, upon advance notification. We concluded that the duration of support contracts does not extend beyond the non-cancellable portion of the contract.

Variable Consideration

The consideration associated with customer contracts is generally fixed. Variable consideration includes discounts, rebates, refunds, credits, incentives, penalties, or other similar items. The amount of consideration that can vary is not a substantial portion of total consideration.

Variable consideration estimates are re-assessed at each reporting period until a final outcome is determined. The changes to the original transaction price due to a change in estimated variable consideration are applied on a retrospective basis, with the adjustment recorded in the period in which the change occurs. Changes to variable consideration are tracked and material changes disclosed.

Stand-alone Selling Price

Stand-alone selling price is the price at which an entity would sell a good or service on a stand-alone (or separate) basis at contract inception. Under the model, the observable price of a good or service sold separately provides the best

evidence of stand-alone selling price. However, in certain situations, stand-alone selling prices will not be readily observable and the entity must estimate the stand-alone selling price.

When allocating on a relative stand-alone selling price basis, any discount provided in the contract is allocated proportionately to all of the performance obligations in the contract.

The majority of products and services that we offer have readily observable selling prices. For products and services that do not, we estimate stand-alone selling price using the market assessment approach based on expected selling price and adjust those prices as necessary to reflect our costs and margins. As part of our stand-alone selling price policy, we review product pricing on a periodic basis to identify any significant changes and revise our expected selling price assumptions as appropriate.

Shipping and Handling

Shipping and handling costs are included as a component of costs of product sales in our consolidated statements of operations because they are also included in revenue that we bill our customers.

Costs to Obtain a Contract

We have assessed the treatment of costs to obtain or fulfill a contract with a customer. We capitalize sales commissions related to multi-year service contracts, and amortize the asset over the period of benefit, which is the estimated service period. Sales commissions paid on contract renewals, including service contract renewals, is commensurate with the sales commissions paid on the initial contracts. The capitalized sales commissions are included in other current assets and other assets on the consolidated balance sheets. We have not identified any impairments during the periods presented.

We elected the practical expedient to expense sales commissions as incurred when the amortization period of the related asset is one year or less. These costs are recorded as selling and administrative expense and included in the consolidated balance sheet as accrued expenses until paid. Amortization expense was not material for fiscal 2024, 2023 and 2022.

Contract Balances, Performance Obligations, and Backlog

The following table provides information about receivables and liabilities from contracts with customers:

(In thousands)	June 28, 2024	June 30, 2023
Contract Assets		
Accounts receivable, net	\$ 158,013	\$ 100,911
Unbilled receivables	90,525	57,170
Capitalized commissions	3,269	3,492
Contract Liabilities		
Advance payments and unearned revenue	\$ 58,839	\$ 44,268
Unearned revenue, long-term	7,413	7,416

Significant changes in contract balances may arise as a result of recognition over time for services, transfer of control for equipment, and periodic payments (both in arrears and in advance).

From time to time, the Company may experience unforeseen events that could result in a change to the scope or price associated with an arrangement. When such events occur, the transaction price and measurement of progress for the performance obligation are updated and this change is recognized as a cumulative catch-up to revenue. Because of the nature and type of contracts, the timeframe to completion and satisfaction of current and future performance obligations can shift; however, this will have no impact on the Company's future obligation to bill and collect.

As of June 28, 2024, the Company reported \$66.3 million in advance payments and unearned revenue and long-term unearned revenue, of which approximately 75% is expected to be recognized as revenue in the next twelve months and the remainder thereafter. Approximately \$34.1 million and \$47.2 million respectively, of revenue was recognized during fiscal 2024 and 2023 that was included in advance payments and unearned revenue at the beginning of each reporting period.

Remaining Performance Obligations

We elect the practical consideration to exclude performance obligations that relate to contracts with original expected durations of one year or less. As our product purchase orders are generally delivered within one year or less and our maintenance and support service contracts can be terminated without substantive termination penalties resulting in contracts with less than one year of duration, these performance obligations have been excluded from the remaining performance obligation amounts. The aggregate amount of transaction price allocated to the remaining unsatisfied performance obligations (or partially unsatisfied) was approximately \$158.5 million at June 28, 2024 relating to our long-term field service projects. Of this amount, we expect to recognize approximately 50% as revenue during fiscal 2025, with the remaining amount to be recognized as revenue beyond 12 months.

Note 4. Leases

The Company leases office space, assembly facilities, repair and service centers, and warehouses globally. Operating lease right-of-use assets and lease liabilities are recognized with initial lease terms greater than one year. Leases with an initial term of 12 months or less are not recognized on the consolidated balance sheets. Lease expense is recognized on a straight-line basis over the lease term.

Supplemental lease information is as follows:

(In thousands)	Fiscal	
	2024	2023
Operating lease cost	\$ 1,114	\$ 1,288
Short-term lease cost	3,065	1,999
Variable lease cost	249	107
Total lease cost	\$ 4,428	\$ 3,394

(In thousands, except for weighted-average)	Fiscal	
	2024	2023
Weighted-average remaining lease term	5.7 years	6.9 years
Weighted-average discount rate	5.2 %	5.8 %
Right-of-use assets obtained in exchange for operating lease liabilities	\$ 2,105	\$ 95
Cash paid for operating lease liabilities	\$ 1,044	\$ 944

As of June 28, 2024, future minimum lease payments under all non-cancelable operating leases with an initial term greater than one year is as follows (in thousands):

2025	\$ 1,190
2026	1,035
2027	549
2028	471
2029	303
Thereafter	1,028
Total lease payments	4,576
Less: interest	(747)
Present value of lease liabilities	\$ 3,829

Note 5. Balance Sheet Components

Cash, cash equivalents, and restricted cash

The following table provides a summary of cash, cash equivalents, and restricted cash reported within the consolidated balance sheets that reconciles to the corresponding amount in the consolidated statements of cash flows:

(In thousands)	June 28, 2024	June 30, 2023
Cash and cash equivalents	\$ 64,622	\$ 22,242
Restricted cash included in long-term other assets	312	279
Total cash, cash equivalents, and restricted cash	<u>\$ 64,934</u>	<u>\$ 22,521</u>

Accounts receivable, net

(In thousands)	June 28, 2024	June 30, 2023
Accounts receivable	\$ 159,867	\$ 101,630
Less: allowances for credit losses	(1,854)	(719)
Total accounts receivable, net	<u>\$ 158,013</u>	<u>\$ 100,911</u>

Changes to the Company's allowance for expected credit losses was as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Balance, beginning of period	\$ 719	\$ 934	\$ 2,141
Charges to (credits from) cost and expense	1,300	467	(1,207)
Write-offs	(165)	(682)	—
Balance, end of period	<u>\$ 1,854</u>	<u>\$ 719</u>	<u>\$ 934</u>

Inventories

(In thousands)	June 28, 2024	June 30, 2023
Finished products	\$ 44,890	\$ 18,873
Raw materials and supplies	15,433	12,794
Customer service inventories	1,944	1,761
Total inventories	<u>\$ 62,267</u>	<u>\$ 33,428</u>
Consigned inventories included within raw materials	\$ 11,456	\$ 11,224

The Company records charges to adjust inventories due to excess and obsolete inventory resulting from lower sales forecasts, product transitioning or discontinuance. The charges incurred during fiscal 2024, 2023 and 2022 were classified in cost of product sales as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Excess and obsolete inventory charges	\$ 3,042	\$ 1,109	\$ 647
Customer service inventory write-downs	910	1,029	1,088
Total charges	<u>\$ 3,952</u>	<u>\$ 2,138</u>	<u>\$ 1,735</u>

Other current assets

(In thousands)	June 28, 2024	June 30, 2023
Prepays and other current assets	\$ 13,559	\$ 13,260
Taxes	8,623	2,417
Contract manufacturing assets	4,894	6,487
Total other current assets	<u>\$ 27,076</u>	<u>\$ 22,164</u>

Assets held for sale

During the third quarter of fiscal 2024, management initiated the sale of the Company's property located in New Zealand. As of June 28, 2024, the aggregate carrying value of the assets held for sale was \$2.7 million. The Company completed the sale of the property in August 2024.

Property, plant and equipment, net

(In thousands)	June 28, 2024	June 30, 2023
Land	\$ —	\$ 210
Buildings and leasehold improvements	1,302	5,889
Software and equipment	69,898	64,139
Total property, plant and equipment, gross	71,200	70,238
Less accumulated depreciation	(61,720)	(60,786)
Total property, plant and equipment, net	<u>\$ 9,480</u>	<u>\$ 9,452</u>

Included in the total plant, property and equipment above were \$4.1 million and \$0.4 million of assets in progress which have not been placed in service as of June 28, 2024 and June 30, 2023, respectively.

During the third quarter of fiscal 2024, \$0.2 million of land, \$4.7 million of buildings and improvements, and \$(2.2) million of accumulated depreciation, were reclassified from property, plant and equipment, net to assets held for sale. Depreciation expense related to property, plant and equipment was \$4.0 million, \$5.5 million and \$4.5 million in fiscal 2024, 2023 and 2022, respectively.

Accrued expenses

(In thousands)	June 28, 2024	June 30, 2023
Project costs	\$ 14,305	\$ 1,319
Compensation and benefits	9,689	10,368
Taxes	8,827	4,553
Warranties	2,996	2,100
Commissions	1,538	1,453
Professional fees	1,286	2,104
Other	3,507	2,545
Total accrued expenses	<u>\$ 42,148</u>	<u>\$ 24,442</u>

The Company accrues for the estimated cost to repair or replace products under warranty. Changes in the accrued warranty liability were as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Balance, beginning of period	\$ 2,100	\$ 2,913	\$ 3,228
Warranty provision	2,254	768	1,328
Acquisition	446	55	—
Consumption	(1,804)	(1,636)	(1,643)
Balance, end of period	<u>\$ 2,996</u>	<u>\$ 2,100</u>	<u>\$ 2,913</u>

Advance payments and unearned revenue

(In thousands)	June 28, 2024	June 30, 2023
Advance payments	\$ 8,517	\$ 1,607
Unearned revenue	50,322	42,661
	<u>\$ 58,839</u>	<u>\$ 44,268</u>

Excluded from the balances above are \$7.4 million and \$7.4 million in long-term unearned revenue as of June 28, 2024 and June 30, 2023, respectively.

Note 6. Fair Value Measurements of Assets and Liabilities

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in the principal market (or most advantageous market in the absence of a principal market) for the asset or liability in an orderly transaction between market participants as of the measurement date. The Company maximizes the use of observable inputs and minimizes the use of unobservable inputs in measuring fair value and established a three-level fair value hierarchy that prioritizes the observable inputs used to measure fair value. The three levels of inputs used to measure fair value are as follows:

- Level 1 — Observable inputs such as quoted prices in active markets for identical assets or liabilities;
- Level 2 — Observable market-based inputs or observable inputs that are corroborated by market data; and
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The estimated fair values and valuation input levels of financial assets and liabilities that are measured at fair value on a recurring basis as of June 28, 2024 and June 30, 2023 were as follows:

(In thousands)	Fair Value		Valuation Inputs
	June 28, 2024	June 30, 2023	
Assets:			
Cash and cash equivalents:			
Money market funds	\$ 6,602	\$ 571	Level 1
Bank certificates of deposit	3,706	3,793	Level 2

Items are classified within Level 1 if quoted prices are available in active markets. The Company's Level 1 items are primarily money market funds. As of June 28, 2024 and June 30, 2023, the money market funds were valued at \$1.00 net asset value per share.

Items are classified within Level 2 if the observable inputs to quoted market prices, benchmark yields, reported trades, broker/dealer quotes or alternative pricing sources are available with reasonable levels of price transparency. The Company's bank certificates of deposit are classified within Level 2. The carrying value of bank certificates of deposit approximates their fair value. The Company did not have any recurring assets or liabilities that were valued using significant unobservable inputs.

Note 7. Credit Facility and Debt

The Company entered into a Secured Credit Facility Agreement (the "Credit Facility"), dated May 9, 2023, amended as of November 22, 2023, with Wells Fargo Bank, National Association, as administrative agent, swingline lender and issuing lender and Wells Fargo Securities LLC, Citigroup Global Markets Inc., and Regions Capital Markets as lenders. The Credit Facility provides for a \$40.0 million revolving credit facility (the "Revolver") and a \$50.0 million Delayed Draw Term Loan Facility (the "Term Loan") with a maturity date of May 8, 2028. The \$40.0 million Revolver can be borrowed with a \$10.0 million sub-limit for letters of credit, and a \$10.0 million swingline loan sub-limit.

In November 2023, the Company borrowed \$50.0 million against the Term Loan to primarily settle the cash portion of the consideration associated with the NEC Transaction. Refer to Note 12. Acquisitions for further information.

As of June 28, 2024, the available credit under the Revolver was \$35.1 million, reflecting the available limit of \$40.0 million less outstanding letters of credit of \$4.9 million. The Company borrowed \$33.2 million and repaid \$33.2 million against the Revolver in fiscal 2024. As of June 28, 2024, the Company had \$48.8 million outstanding under its Term Loan and no borrowings under its Revolver.

The following summarizes the Company's outstanding long-term debt as of June 28, 2024:

(In thousands)	
Term loan	\$ 48,750
Less: unamortized deferred financing costs	(400)
Total debt	48,350
Less: current portion of long-term debt	(2,396)
Total long-term debt	<u>\$ 45,954</u>

Outstanding borrowings under the Credit Facility bear interest at either: (a) Adjusted Term Secured Overnight Financing Rate ("SOFR") plus the applicable margin; or (b) the Base Rate plus the applicable margin. The pricing levels for interest rate margins are determined based on the Consolidated Total Leverage Ratio as determined and adjusted quarterly. As of June 28, 2024, the applicable margin on Adjusted Term SOFR and Base Rate borrowings was 2.5% and 1.5%, respectively. The effective rate of interest on the outstanding Term Loan borrowings as of June 28, 2024 was 7.9%.

The Credit Facility requires the Company and its subsidiaries to maintain a fixed charge coverage ratio to be greater than 1.25 to 1.00 as of the last day of any fiscal quarter of the Company. The Credit Facility also requires that the Company maintain a maximum leverage ratio of 3.00 times EBITDA, with a step-down to 2.75 times EBITDA after four full quarters, and 2.50 times EBITDA after eight full quarters. The Credit Facility contains customary affirmative and negative covenants, including, among others, covenants limiting the ability of the Company and its subsidiaries to dispose of assets, permit a change in control, merge or consolidate, make acquisitions, incur indebtedness, grant liens, make investments, make certain restricted payments, and enter into transactions with affiliates, in each case subject to customary exceptions. As of June 28, 2024, the Company was in compliance with all financial covenants contained in the Credit Facility.

As of June 28, 2024, scheduled maturities of outstanding long-term debt are as follows:

(In thousands)	
2025	\$ 2,500
2026	3,750
2027	6,250
2028	36,250
Total	<u>\$ 48,750</u>

In the fourth quarter of fiscal 2023, the Company and Silicon Valley Bank ("SVB") terminated the Third Amended and Restated Loan and Security Agreement dated June 29, 2018, and as amended May 17, 2021 (the "SVB Credit Facility"), by and between the Company, as borrower, and SVB, as lender.

Note 8. Restructuring Activities

The following table summarizes restructuring related activities during fiscal 2024, 2023 and 2022:

(In thousands)	Employee Severance and Benefits	Facilities and Other	Total
Balance as of July, 2, 2021	\$ 2,489	\$ 248	\$ 2,737
Charges (reversals), net	474	(236)	238
Cash payments	(1,559)	—	(1,559)
Other	(23)	(12)	(35)
Balance as of July, 1, 2022	1,381	—	1,381
Charges, net	2,947	—	2,947
Cash payments	(3,728)	—	(3,728)
Balance as of June, 30, 2023	600	—	600
Charges, net	3,901	—	3,901
Cash payments	(2,783)	—	(2,783)
Balance as of June, 28, 2024	<u>\$ 1,718</u>	<u>\$ —</u>	<u>\$ 1,718</u>

As of June 28, 2024, the accrued restructuring balance of \$1.7 million was included in other current liabilities on the consolidated balance sheets. Included in the above were positions identified for termination that have not been executed from a restructuring perspective. The other activities primarily represent the impact of foreign currency movement.

Fiscal 2024 Plans

During fiscal 2024, the Company's Board of Directors approved restructuring plans, primarily associated with the NEC Transaction (as defined below) and reductions in workforce in certain of the Company's operations to optimize skill sets and align cost structure. The fiscal 2024 plans are expected to be completed through the end of fiscal 2025.

Prior Fiscal Years' Plans

Activities under the prior fiscal years' plans primarily included reductions in workforce across the Company associated with the acquisition of Redline (as defined below) and certain of the Company's operations outside the United States. Payments related to the accrued restructuring balance for the prior fiscal years' plans are complete.

Note 9. Stockholders' Equity

Stock Repurchase Program

In May 2018, the Company's Board of Directors authorized a stock repurchase program to purchase up to \$7.5 million of the Company's common stock. During the second quarter of fiscal 2022, the May 2018 stock repurchase program was exhausted. In November 2021, the Company's Board of Directors authorized a stock repurchase program to purchase up to \$10.0 million of the Company's common stock. As of June 28, 2024, \$6.9 million remained available for repurchase under the November 2021 stock repurchase program. Repurchased shares are recorded as treasury stock and are not formally retired.

The following table summarizes the Company's repurchases of its common stock in fiscal 2024, 2023 and 2022:

	Shares Purchased	Average Price Paid Per Share	Aggregate Purchase Amount
			(In thousands)
Fiscal 2024	11,208	\$ 29.59	\$ 332
Fiscal 2023	—	\$ —	\$ —
Fiscal 2022	175,356	\$ 30.57	\$ 5,360

Stock Incentive Programs

In March 2018, the Company's stockholders approved the 2018 Incentive Plan (the "2018 Plan"). The 2018 Plan permits the Company to grant share-based awards in the form of options, stock appreciation rights, restricted stock awards and units ("restricted stock") and performance share awards and units ("performance shares") to the Company's employees and non-employee directors. The 2018 Plan replaced the 2007 Plan as the Company's primary long-term incentive program. The 2007 Plan was discontinued following stockholder approval of the 2018 Plan, but the outstanding awards under the 2007 Plan will continue to remain in effect in accordance with their terms; provided that, as shares are returned under the 2007 Plan upon cancellation, termination or otherwise of awards outstanding under the 2007 Plan, such shares will be available for grant under the 2018 Plan.

Under the 2018 Plan, option exercise prices are equal to the closing market value of the Company's common stock on the date of grant. Options granted to employees vest annually over three years and expire seven years from the date of grant. Restricted stock granted to employees vest annually over three years from the date of grant. Restricted stock granted to non-employee directors vest annually on the day before the annual stockholders' meeting. Performance shares granted to employees are subject to a three-year cliff vesting period from the date of grant, subject to the achievement of predetermined financial performance and market condition criteria. The vesting of share-based awards granted to the Company's employees and non-employee directors are generally subject to continued service through the vesting date.

New shares of the Company's common stock are issued to employees upon the exercise of options, vesting of restricted stock, or vesting of performance shares. All awards that are canceled prior to vesting or expire unexercised are returned to the approved pool of reserved shares and made available for future grants under the 2018 Plan. As of June 28, 2024, 1,240,986 shares remain available for grant under the 2018 Plan.

In March 2020, the Company's Board of Directors authorized and declared a dividend distribution of one right (a "Right") for each outstanding share of common stock, par value \$0.01 per share, to the Company's stockholders of record as of the close of business on March 3, 2020 (the "Record Date"). Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series A Participating Preferred Stock, par value \$0.01 per share (the "Preferred Shares"), of the Company at an exercise price of \$35.00 per one one-thousandth of a Preferred Share, subject to adjustment. Until the rights become exercisable, they will not be evidenced by separate certificates and will trade automatically with shares of the Company's common stock. The Rights have a de minimis fair value. The complete terms of the Rights are set forth in the Amended and Restated Tax Benefit Preservation Plan (the "Plan"), dated as of August 27, 2020, and amended as of February 28, 2023, between the Company and Computershare Inc., as rights agent. By adopting the Plan, the Company is helping to preserve the value of certain deferred tax benefits, including those generated by net operating losses (collectively, the "Tax Benefits"), which could be lost in the event of an "ownership change" as defined under Section 382 of the U.S. tax code. The amended Plan was approved at the Company's Annual Meeting of Stockholders held in November 2023, which extended the final expiration date of the Plan until March 3, 2026.

In November 2023, the Company's Board of Directors adopted certain amendments to Aviat's Amended and Restated Certificate of Incorporation, as amended (the "Charter Amendments"). The Charter Amendments are designed to preserve the Tax Benefits by restricting certain transfers of the Company's common stock.

Share-Based Compensation

The following table presents the compensation expense for share-based awards included in the consolidated statements of operations for fiscal 2024, 2023 and 2022:

(In thousands)	Fiscal Year		
	2024	2023	2022
By Expense Category:			
Cost of product sales and services	\$ 406	\$ 627	\$ 440
Research and development	593	514	246
Selling and administrative	6,342	5,579	3,148
Total share-based compensation expense	<u>\$ 7,341</u>	<u>\$ 6,720</u>	<u>\$ 3,834</u>
By Type of Award:			
Options	\$ 1,549	\$ 1,394	\$ 582
Restricted stock	3,941	3,565	1,482
Performance shares	1,851	1,761	1,770
Total share-based compensation expense	<u>\$ 7,341</u>	<u>\$ 6,720</u>	<u>\$ 3,834</u>

The following table summarizes the unamortized compensation expense and the remaining years over which such expense would be expected to be recognized, on a weighted-average basis, by type of award:

	June 28, 2024	
	Unamortized Expense (In thousands)	Remaining Recognition Period (Years)
Options	\$ 2,185	1.63
Restricted stock	5,060	1.52
Performance shares	2,020	1.31
Total	<u>\$ 9,265</u>	

Options

A summary of the option activity during fiscal 2024 is as follows:

	Number of Shares (In thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (In thousands)
Options outstanding as of June 30, 2023	414	\$ 21.77	3.78	\$ 3,607
Granted	151	\$ 33.62		
Exercised	(97)	\$ 10.87		
Forfeited	(23)	\$ 33.08		
Expired	(7)	\$ 32.96		
Options outstanding as of June 28, 2024	438	\$ 27.51	4.64	\$ 1,949
Options vested and expected to vest as of June 28, 2024	438	\$ 27.51	4.64	\$ 1,949
Options exercisable as of June 28, 2024	205	\$ 21.11	3.51	\$ 1,949

The aggregate intrinsic value represents the total pre-tax intrinsic value or the aggregate difference between the closing price of the Company's common stock on June 28, 2024 of \$28.69, and the exercise price for in-the-money options that would have been received by the optionees if all options had been exercised on June 28, 2024.

Additional information related to stock options is summarized below:

(In thousands)	Fiscal Year		
	2024	2023	2022
Intrinsic value of options exercised	\$ 2,057	\$ 3,725	\$ 1,624
Fair value of options vested	\$ 1,190	\$ 1,142	\$ 608

The fair value of each option grant was estimated using the Black-Scholes option pricing model on the date of grant. A summary of the weighted-average significant assumptions used in the Black-Scholes valuation model is as follows:

	Fiscal Year		
	2024	2023	2022
Dividend yield	— %	— %	— %
Expected volatility	60.8 %	62.9 %	61.9 %
Risk-free interest rate	4.7 %	3.5 %	0.4 %
Expected term (in years)	3.6	3.0	3.0

The following summarizes options outstanding and exercisable as of June 28, 2024:

Actual Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
	(In thousands)	(Years)		(In thousands)	
\$7.23 — \$35.97	438	4.64	\$ 27.51	205	\$ 21.11

Restricted Stock

A summary of the restricted stock activity during fiscal 2024 is as follows:

	Shares (In thousands)	Weighted-Average Grant Date Fair Value
Restricted stock outstanding as of June 30, 2023	273	\$ 28.15
Granted	135	\$ 32.12
Vested and released	(161)	\$ 25.36
Forfeited	(23)	\$ 32.16
Restricted stock outstanding as of June 28, 2024	224	\$ 32.16

The fair value of each restricted stock grant is based on the closing price of the Company's common stock on the date of grant. The total grant date fair value of restricted stock that vested during fiscal 2024, 2023 and 2022 was \$4.1 million, \$3.4 million and \$0.5 million, respectively.

Performance Shares

A summary of the performance shares activity during fiscal 2024 is as follows:

	Shares (In thousands)	Weighted-Average Grant Date Fair Value
Performance shares outstanding as of June 30, 2023	180	\$ 25.20
Granted	115	\$ 26.99
Vested and released	(142)	\$ 12.61
Forfeited	(14)	\$ 38.40
Performance shares outstanding as of June 28, 2024	139	\$ 38.22

The fair value of performance shares with market condition terms was estimated using the Monte-Carlo simulation model. A summary of the significant assumptions is as follows:

	Fiscal Year		
	2024	2023	2022
Dividend yield	— %	— %	— %
Expected volatility	57.7 %	63.7 %	61.1 %
Risk-free interest rate	4.7 %	3.5 %	0.4 %
Expected term (in years)	2.9	2.8	2.9

The total grant date fair value of performance shares that vested during fiscal 2024, 2023 and 2022 was \$1.8 million, \$1.0 million and \$0.4 million, respectively.

Note 10. Segment and Geographic Information

Aviat operates in one reportable business segment: the design, manufacturing and sale of a range of wireless networking and access networking products, solutions and services. Aviat conducts business globally and its sales and support activities are managed on a geographic basis. The Company's Chief Executive Officer ("CEO") is the Chief Operating Decision Maker (the "CODM"). The CODM manages the business primarily by function globally and reviews financial information on a consolidated basis, accompanied by disaggregated information about revenues by geographic region, for purposes of allocating resources and evaluating financial performance. The profitability of geographic regions is not a determining factor in allocating resources and the CODM does not evaluate profitability below the level of the consolidated company.

The Company reports revenue by region and country based on the location where customers accept delivery of products and services. Revenue by region for fiscal 2024, 2023 and 2022 were as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
North America	\$ 206,073	\$ 200,678	\$ 199,801
Africa and Middle East	48,884	59,674	47,527
Europe	24,608	18,772	12,973
Latin America and Asia Pacific	128,518	65,309	42,658
Total Revenue	\$ 408,083	\$ 344,433	\$ 302,959

Revenue by country comprising more than 10% of total revenue for fiscal 2024, 2023 and 2022 was as follows:

(In thousands, except percentages)	Revenue	% of Total Revenue
Fiscal 2024		
United States	\$ 197,052	48.3 %
Fiscal 2023		
United States	\$ 197,018	57.2 %
Fiscal 2022		
United States	\$ 198,824	65.6 %

Long-lived assets, consisting primarily of net property, plant and equipment and operating lease right-of-use assets, by geographic areas based on physical location as of June 28, 2024 and June 30, 2023 were as follows:

(In thousands)	June 28, 2024	June 30, 2023
United States	\$ 8,330	\$ 6,965
Canada	1,039	687
New Zealand	467	3,619
Other countries	3,354	735
Total	\$ 13,190	\$ 12,006

Note 11. Income Taxes

Income (loss) before provision for income taxes during fiscal 2024, 2023 and 2022 consisted of the following:

(In thousands)	Fiscal Year		
	2024	2023	2022
United States	\$ 16,741	\$ 19,113	\$ 31,923
Foreign	165	2,201	(1,488)
Total income before income taxes	\$ 16,906	\$ 21,314	\$ 30,435

Provision for (benefit from) income taxes for fiscal 2024, 2023 and 2022 were summarized as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Current:			
Federal	\$ 54	\$ —	\$ 15
Foreign	2,128	1,493	1,234
State and local	339	637	333
	2,521	2,130	1,582
Deferred:			
Federal	4,613	8,450	6,348
Foreign	(2,035)	(522)	161
State and local	1,047	1,087	1,184
	3,625	9,015	7,693
Total provision for income taxes	\$ 6,146	\$ 11,145	\$ 9,275

The provision for income taxes differed from the amount computed by applying the federal statutory rate of 21%, to the Company's income before provision for income taxes as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Tax provision at statutory rate	\$ 3,550	\$ 4,476	\$ 6,344
Valuation allowances	(2,354)	302	220
Permanent differences	(20)	19	7
Foreign income inclusions	654	319	—
Effect of flow-through entities	(29)	409	58
Transaction costs	1,092	746	235
State and local taxes, net of U.S. federal tax benefit	877	980	1,534
Foreign income taxed at rates different than the U.S. statutory rate	411	233	439
Executive compensation limitation	729	663	439
Share-based compensation	(339)	(728)	(580)
Tax credit - generated and expired	(125)	(140)	113
Foreign withholding taxes	698	88	267
Change in uncertain tax positions	869	406	644
Return-to-provision/Deferred true-up adjustments	119	359	(269)
Acquisition restructuring and integration	—	3,022	—
Other	14	(9)	(176)
Total provision for income taxes	\$ 6,146	\$ 11,145	\$ 9,275

The Company's provision for income taxes was \$6.1 million for fiscal 2024, \$11.1 million for fiscal 2023 and \$9.3 million for fiscal 2022. The Company's tax expense for fiscal 2024 was primarily due to tax expense related to U.S. and profitable foreign subsidiaries, partially offset by Canada valuation allowance release. The Company's tax expense for fiscal 2023 was primarily due to tax expense related to U.S. and profitable foreign subsidiaries, including deferred tax expense associated with the acquisition of Redline (as defined below) in July 2022 and the subsequent restructuring and integration impact. Refer to Note 12. Acquisitions for further information.

The components of deferred tax assets and liabilities were as follows:

(In thousands)	June 28, 2024	June 30, 2023
Deferred tax assets:		
Inventory	\$ 5,044	\$ 4,363
Accruals and reserves	2,189	1,848
Bad debts	376	125
Amortization	628	86
Share-based compensation	719	858
Deferred revenue	3,358	3,678
Unrealized exchange gain/loss	2,662	3,229
Other	784	144
Capitalized research expenses	4,830	5,119
Tax credit carryforwards	4,699	4,274
Tax loss carryforwards	93,516	101,284
Total deferred tax assets before valuation allowance	118,805	125,008
Valuation allowance	(34,543)	(37,095)
Total deferred tax assets	84,262	87,913
Deferred tax liabilities:		
Branch undistributed earnings reserve	40	90
Depreciation	60	520
Right of use assets	401	488
Other	1,061	227
Total deferred tax liabilities	1,562	1,325
Net deferred tax assets	\$ 82,700	\$ 86,588
As reported on the consolidated balance sheets		
Deferred income tax assets	\$ 83,112	\$ 87,080
Deferred income tax liabilities	412	492
Total net deferred income tax assets	\$ 82,700	\$ 86,588

The Company's valuation allowance related to deferred income taxes, as reflected on the consolidated balance sheets, was \$34.5 million as of June 28, 2024 and \$37.1 million as of June 30, 2023. The change in valuation allowance for the fiscal years ended June 28, 2024 and June 30, 2023 was a decrease of \$2.6 million and a decrease of \$0.4 million, respectively.

The decrease in the valuation allowance in fiscal 2024 was primarily due to the release of certain foreign valuation allowances. The decrease in the valuation allowance in fiscal 2023 was primarily due to the release of certain U.S. federal, state, and foreign valuation allowances, partially offset by losses in tax jurisdictions in which the Company cannot recognize tax benefits. As of June 28, 2024, the Company maintains a valuation allowance of \$0.5 million on certain U.S. federal and state deferred tax assets that the Company believes is not more likely than not to be realized in future periods.

Tax loss and credit carryforwards as of June 28, 2024 have expiration dates ranging between one year and no expiration in certain instances. The amounts of U.S. federal tax loss carryforwards as of June 28, 2024 was \$280.6 million and begin to expire in fiscal 2028. The amount of U.S. federal and state tax credit carryforwards as of June 28, 2024 was \$5.6 million, and certain credits begin to expire in fiscal 2025. The amount of foreign tax loss carryforwards as of June 28, 2024 was \$178.9 million and certain losses begin to expire in fiscal 2025. The amount of foreign tax credit carryforwards as of June 28, 2024 was \$3.2 million, and certain credits will begin to expire in fiscal 2026.

The Company uses the flow-through method to account for investment tax credits generated on eligible scientific research and development expenditures. Under this method, the investment tax credits are recognized as a benefit to income tax in the year they are generated.

United States income taxes have not been provided on basis differences in foreign subsidiaries of \$13.3 million as of June 28, 2024 because of the Company's intention to reinvest these earnings indefinitely. Additionally, no foreign withholding taxes, federal or state taxes have been provided if these unremitted earnings of the Company's foreign subsidiaries were distributed, as such amounts are considered permanently reinvested. It is not practicable to estimate the additional income taxes, including applicable foreign withholding taxes, that would be due upon the repatriation of these earnings.

The Company's unrecognized tax benefit activity for fiscal 2024, 2023 and 2022 was as follows:

(In thousands)

Unrecognized tax benefit as of July 2, 2021	\$ 17,255
Additions for tax positions in prior periods	54
Additions for tax positions in current periods	704
Decreases for tax positions in prior periods	(104)
Decreases related to change of foreign exchange rate	(202)
Unrecognized tax benefit as of July 1, 2022	17,707
Additions for tax positions in prior periods	19
Additions for tax positions in current periods	770
Decreases for tax positions in prior periods	(457)
Decreases related to change of foreign exchange rate	(1,953)
Unrecognized tax benefit as of June 30, 2023	16,086
Additions for tax positions in prior periods	—
Additions for tax positions in current periods	971
Decreases for tax positions in prior periods	(102)
Decreases related to change of foreign exchange rate	(880)
Unrecognized tax benefit as of June 28, 2024	\$ 16,075

As of June 28, 2024, the Company had unrecognized tax benefits of \$16.1 million for various federal, foreign, and state income tax matters, compared to \$16.1 million as of June 30, 2023. The Company's total unrecognized tax benefits that, if recognized, would affect its effective tax rate was \$7.4 million as of June 28, 2024. These unrecognized tax benefits are presented on the accompanying consolidated balance sheets net of the tax effects of net operating loss carryforwards.

The Company accounts for interest and penalties related to unrecognized tax benefits as part of its provision for income taxes. The interest accrued was \$0.7 million as of June 28, 2024. An immaterial amount of penalties have been accrued as of June 28, 2024.

There was an immaterial change in the Company's unrecognized tax benefit for tax positions in prior periods for fiscal 2024 related to settlements with tax authorities in the table above.

The Company has a number of years with open tax audits which vary from jurisdiction to jurisdiction. The major tax jurisdictions that are open and subject to potential audits include the U.S., Singapore, Ghana, Kenya, Nigeria, Saudi Arabia and Tanzania. The earliest years for these jurisdictions are as follows: U.S. - 2003; Singapore - 2015; Ghana - 2016; Kenya - 2018; Nigeria - 2006; Saudi Arabia - 2019 and Tanzania - 2017.

On March 11, 2021, the US enacted the American Rescue Plan Act of 2021 ("ARPA") which expands Section 162(m) to cover the next five most highly compensated employees for the taxable year, in addition to the "covered employees" effective for taxable years beginning after December 31, 2026. The Company will continue to examine the elements of the ARPA and the impact it may have on future business.

On August 16, 2022, the U.S. enacted the Inflation Reduction Act of 2022 ("IRA") which includes a new corporate alternative minimum tax of 15% on adjusted financial statement income of corporations with profits greater than \$1 billion, effective for taxable years beginning after December 31, 2022, and a 1% excise tax on stock repurchases by public corporations after December 31, 2022. The Company will continue to evaluate the applicability and effect of the IRA as more guidance is issued.

Note 12. Acquisitions

NEC's Wireless Transport Business

On May 9, 2023, the Company entered into a Master Sale of Business Agreement (as amended on November 30, 2023, the "Purchase Agreement") with NEC Corporation ("NEC") to acquire NEC's wireless transport business (the "NEC Transaction"). The Company completed the NEC Transaction on November 30, 2023.

Prior to the acquisition date, NEC was a leader in wireless backhaul networks with an extensive installed base of their Pasolink series products. The completion of the NEC Transaction increases the scale of Aviat, enhances the Company's product portfolio with a greater capability to innovate, and creates a more diversified business. The results of operations of the NEC Transaction have been included in the consolidated financial statements since the date of acquisition.

The fair value of the consideration transferred at the closing of the NEC Transaction was comprised of (i) cash of \$32.2 million, and (ii) the issuance of 736,750 shares or \$22.3 million of common stock of the Company. The fair value of the shares issued was determined based on the closing market price of the Company's common stock on the acquisition date. Aggregate consideration transferred at closing was approximately \$54.5 million, which is subject to certain post-closing adjustments. As of June 28, 2024, the Company recorded accruals of approximately \$19.9 million in estimated additional cash consideration, which is included in other current liabilities on the consolidated balance sheets. The additional consideration is primarily related to the settlement of the post-closing working capital adjustment, and is expected to be transferred to NEC in the first half of fiscal 2025. The Company funded the cash portion of the consideration with Term Loan borrowings under its Credit Facility. Refer to Note 7. Credit Facility and Debt for further information.

The NEC Transaction was accounted for as a business combination using the acquisition method of accounting. The Company is in the process of obtaining final independent third-party valuations of certain intangible and tangible assets acquired. The fair values of the acquired intangible assets are based on estimates and assumptions that are considered reasonable by the Company. As of the acquisition date, the Company has recorded the assets acquired and the liabilities assumed at their respective estimated fair values. The recognized goodwill is attributable to the workforce of the acquired business and expected synergies. The goodwill from this acquisition is expected to be fully deductible for tax purposes.

Acquisition-related costs were expensed as incurred and are included in selling and administrative expenses in the consolidated statements of operations. The Company incurred acquisition-related costs of \$8.2 million related to the NEC Transaction during fiscal 2024.

A summary of the preliminary purchase price allocation is as follows:

	Fair Value	Useful Life in Years
	(In thousands)	
Accounts receivable, net	\$ 49,287	
Inventories	34,175	
Property, plant and equipment, net	539	
Identifiable finite-lived intangible assets:		
Customer relationships	3,800	15
Technology	1,800	7
Other assets	243	
Accounts payable	(13,182)	
Advance payments and unearned revenue	(3,192)	
Other liabilities	(2,187)	
Goodwill	3,105	
Net assets acquired	<u>\$ 74,388</u>	

The preliminary purchase price allocation is subject to adjustment based on the Company obtaining final independent third-party valuations, determining fair value and final allocations of purchase price to the identifiable assets acquired and liabilities assumed, and determining the final consideration, including adjustments related to settlement of the final post-closing working capital adjustment.

Revenue and operating loss associated with the NEC Transaction included in the consolidated statements of operations from the acquisition date to the period ended June 28, 2024 were \$54.9 million and \$(1.0) million, respectively.

The following unaudited supplemental pro forma information has been presented as if the NEC Transaction had occurred at the beginning of fiscal 2023 and includes certain pro forma adjustments for interest expense, depreciation and amortization expense, the fair value of acquired inventory, and acquisition-related costs, net of income tax.

(In thousands)	Fiscal Year	
	2024	2023
Revenue	\$ 492,995	\$ 530,891
Net income (loss)	19,637	(411)

Fiscal 2023 unaudited supplemental pro forma earnings were adjusted to include \$8.2 million of acquisition-related costs incurred in fiscal 2024. There were no other material nonrecurring adjustments. The unaudited supplemental pro forma information presented above is for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the NEC Transaction had occurred at the beginning of fiscal 2023, nor is it necessarily indicative of future operating results.

Redline Communications Group Inc.

In the first quarter of fiscal 2023, the Company acquired all of the issued and outstanding shares of Redline Communications Group Inc. (“Redline”), a leading provider of mission-critical data infrastructure, for a purchase price of \$20.4 million. Cash acquired as part of the all-cash acquisition was \$4.6 million for total net consideration of \$15.8 million. The acquisition was accounted for as a business combination using the acquisition method of accounting. The assets acquired and the liabilities assumed have been recorded at their respective fair values as of the acquisition date. The recognized goodwill is attributable to the workforce of the acquired business and expected synergies. The goodwill from this acquisition is expected to be deductible for tax purposes. Acquisition-related costs were expensed as incurred and are included in selling and administrative expenses in the consolidated statements of operations.

A summary of the final purchase price allocation is as follows:

	Fair Value	Useful Life in Years
	(In thousands)	
Cash and cash equivalents	\$ 4,642	
Accounts receivable, net	4,281	
Inventories	3,379	
Property, plant and equipment, net	688	
Identifiable finite-lived intangible assets:		
Patents	690	10
Customer relationships	7,730	14
Trade names	1,330	16
Other assets	1,921	
Accounts payable	(2,113)	
Advance payments and unearned revenue	(3,301)	
Other liabilities	(3,948)	
Goodwill	5,112	
Total consideration	\$ 20,411	

Note 13. Commitments and Contingencies

Purchase Orders and Other Commitments

From time to time in the normal course of business, the Company may enter into purchasing agreements with its suppliers that require the Company to accept delivery of and remit full payment for (i) finished products that it has ordered,

(ii) finished products that it requested be held as safety stock, and (iii) work in process started on its behalf, in the event it cancels or terminates the purchasing agreement. Because these agreements do not specify fixed or minimum quantities, do not specify minimum or variable price provisions, and do not specify the approximate timing of the transaction, and the Company has no present intention to cancel or terminate any of these agreements, the Company currently does not believe that it has any future liability under these agreements.

As of June 28, 2024, the Company had outstanding purchase obligations with its suppliers or contract manufacturers of approximately \$83.7 million. In addition, the Company had purchase obligations of approximately \$5.1 million associated with software as a service and software maintenance support.

Financial Guarantees and Commercial Commitments

Guarantees issued by banks, insurance companies, or other financial institutions are contingent commitments issued to guarantee performance under borrowing arrangements, such as bank overdraft facilities, tax and customs obligations, and similar transactions, or to ensure performance under customer or vendor contracts. The terms of the guarantees are generally equal to the remaining term of the related debt or other obligations and are generally limited to two years or less. As of June 28, 2024, the Company had no guarantees applicable to its debt arrangements.

The Company has entered into commercial commitments in the normal course of business including surety bonds, standby letters of credit agreements, and other arrangements with financial institutions primarily relating to the guarantee of future performance on certain contracts to provide products and services to customers. As of June 28, 2024, the Company had commercial commitments outstanding of \$18.3 million, that were not recorded on the consolidated balance sheets. The Company does not believe, based on historical experience and information currently available, that it is probable that any significant amounts will be required to be paid on these performance guarantees in the future.

The following table presents details of the Company's commercial commitments:

(In thousands)	June 28, 2024
Letters of credit	\$ 4,941
Bonds	13,329
	<u>\$ 18,270</u>

Indemnifications

Under the terms of substantially all of the Company's license agreements, it has agreed to defend and pay any final judgment against its customers arising from claims against such customers that the Company's products infringe the intellectual property rights of a third party. As of June 28, 2024, the Company has not received any notice that any customer is subject to an infringement claim arising from the use of its products; the Company has not received any request to defend any customers from infringement claims arising from the use of its products; and the Company has not paid any final judgment on behalf of any customer related to an infringement claim arising from the use of its products. Because the outcome of infringement disputes is related to the specific facts of each case and given the lack of previous or current indemnification claims, the Company cannot estimate the maximum amount of potential future payments, if any, related to its indemnification provisions. As of June 28, 2024, the Company had not recorded any liabilities related to these indemnifications.

Legal Proceedings

The Company is subject from time to time to disputes with customers concerning its products and services. From time to time, the Company may be involved in various other legal claims and litigation that arise in the normal course of its operations. The Company is aggressively defending all current litigation matters. Although there can be no assurances and the outcome of these matters is currently not determinable, the Company currently believes that none of these claims or proceedings are likely to have a material adverse effect on its financial position. There are many uncertainties associated with any litigation and these actions or other third-party claims against the Company may cause it to incur costly litigation and/or substantial settlement charges. As a result, the Company's business, financial condition, results of operations, and cash flows could be adversely affected. The actual liability in any such matters may be materially different from the Company's estimates, if any.

The Company records accruals for its outstanding legal proceedings, investigations or claims when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated. The Company evaluates, at least on a quarterly basis, developments in legal proceedings, investigations or claims that could affect the amount of any accrual, as well as any developments that would result in a loss contingency to become both probable and reasonably estimable. The Company has not recorded any significant accrual for loss contingencies associated with such legal claims or litigation discussed above.

Contingent Liabilities

The Company records a loss contingency as a charge to operations when (i) it is probable that an asset has been impaired or a liability has been incurred at the date of the financial statements; and (ii) the amount of the loss can be reasonably estimated. Disclosure in the notes to the financial statements is required for loss contingencies that do not meet both conditions if there is a reasonable possibility that a loss may have been incurred. Gain contingencies are not recorded until realized. The Company expenses all legal costs incurred to resolve regulatory, legal and tax matters as incurred.

In March 2016, an enforcement action by the Indian Department of Revenue, Ministry of Finance was brought against Aviat’s subsidiary Aviat Networks (India) Private Limited (“Aviat India”) relating to the non-realization of intercompany receivables and non-payment of intercompany payables, which originated from 1999 to 2012, within the time frames dictated by the Indian regulations under the Foreign Exchange Management Act. In November 2017, the Indian Department of Revenue, Ministry of Finance also initiated a similar action against Telsima Communications Private Limited (“Telsima India”), a subsidiary of the Company, relating to the non-realization of intercompany receivables and non-payment of intercompany payables which originated from the period prior to our acquisition of Telsima India in February 2009. In September 2019, the directors of Aviat India appeared before the Ministry of Finance Enforcement Directorate. In March 2024, the Company appeared before the Joint Director of Enforcement to review the transactions at issue. No subsequent hearing date has been scheduled as of June 28, 2024. The Company has accrued an immaterial amount representing the estimated probable loss for which it would settle the matter. The Company currently cannot form an estimate of the range of loss in excess of its amounts already accrued. If the outcome of this matter is greater than the current immaterial amount accrued, the Company intends to dispute it vigorously.

Periodically, the Company reviews the status of each significant matter to assess the potential financial exposure. If a potential loss is considered probable and the amount can be reasonably estimated, the estimated loss is reflected in our results of operations. Significant judgment is required to determine the probability that a liability has been incurred or an asset impaired and whether such loss is reasonably estimable. Further, estimates of this nature are highly subjective, and the final outcome of these matters could vary significantly from the amounts that have been included in the consolidated financial statements.

As additional information becomes available, the Company will reassess the potential liability related to its pending claims and litigation and may revise estimates accordingly. Such revisions in the estimates of the potential liabilities could have a material impact on the Company’s results of operations and financial position.

Note 14. Goodwill and Intangible Assets

The following presents details of goodwill and intangible assets:

(In thousands)	June 28, 2024	June 30, 2023
Goodwill	<u>\$ 8,217</u>	<u>\$ 5,112</u>

The \$3.1 million increase in goodwill during fiscal 2024 is associated with the NEC Transaction as described in Note 12. Acquisitions. The Company performs its annual goodwill impairment test on the first day of its fourth fiscal quarter. The fiscal 2024 annual goodwill impairment test did not result in an impairment.

	Useful life in Years	June 28, 2024	June 30, 2023
Intangible assets:		(In thousands)	
Technology	7	\$ 1,800	\$ —
Patents	10	690	690
Customer relationships	14 — 15	11,530	7,730
Trade names	16	1,330	1,330
Total gross intangible assets		\$ 15,350	\$ 9,750
Accumulated amortization		(1,706)	(704)
Total net intangible assets		\$ 13,644	\$ 9,046

The \$5.6 million increase in finite-lived intangible assets during fiscal 2024 is associated with the NEC Transaction as described in Note 12. Acquisitions. Amortization of finite-lived intangibles for fiscal 2024 and 2023 was \$1.0 million and \$0.7 million, respectively, and is included in selling and administrative expenses. There was no amortization expense in fiscal 2022. There were no impairment charges recorded for fiscal 2024, 2023 and 2022.

As of June 28, 2024, the estimated future amortization expense of finite-lived intangible assets is as follows (in thousands):

(In thousands)	
2025	\$ 1,215
2026	1,215
2027	1,215
2028	1,215
2029	1,215
Thereafter	7,569
Total	\$ 13,644

Note 15. Related Party Transactions

NEC Corporation

On November 30, 2023 (the “Closing Date”), the Company completed the NEC Transaction. Refer to Note 12. Acquisitions for further information. A portion of the total consideration in the NEC Transaction included the issuance of 736,750 shares in Company common stock to NEC. The Company and NEC entered into a Registration Rights and Lock-Up Agreement, restricting NEC’s ability to transfer shares (the “Lock-Up”), except for certain limited exceptions as provided in the Registration Rights and Lock-Up Agreement, until one day after the one-year anniversary of the Closing Date (the “Initial Lock-Up Expiration Date”). Starting one day after the Initial Lock-Up Expiration Date, one-twelfth of the issued shares shall be released from the Lock-Up each month, such that all issued shares shall be released from Lock-Up by the two-year anniversary of the Closing Date. Pursuant to the Purchase Agreement, NEC will have the right to nominate a director to the Company’s Board of Directors from the Closing Date and for a period of two years thereafter. As of June 28, 2024, NEC held approximately 5.8% of the Company’s outstanding common stock.

In connection with the closing of the NEC Transaction and as of the Closing Date, the Company and NEC entered into agreements covering the performance of certain post-closing services and licensing arrangements. The agreements include arrangements covering manufacturing services and product supply, transition services, distribution services, research and development services, and licensing of trademark and intellectual property (“IP”).

The Manufacturing and Supply Agreement includes arrangements for NEC to manufacture and supply Pasolink products on behalf of and to the Company and its customers. The transition services agreements include arrangements for the Company and NEC to provide and receive certain transition services, primarily associated with administrative functions. The distribution services agreements includes arrangements where NEC will provide distribution services on behalf of and to the Company and its customers in certain international markets and territories. The Research and Development Cooperating Agreement for Existing Products includes arrangements for NEC to provide the Company certain services relating to development work to maintain existing products of the NEC business. The licensing agreements include arrangements where the Company will grant NEC a non-exclusive license to certain Pasolink trademarks in Japan, and NEC will grant the Company a non-exclusive, worldwide (excluding Japan) license to certain NEC IP, including mobile backhaul-related patents. The licensing agreements are royalty-free and perpetual.

A summary of the related party activity between the Company and NEC during fiscal 2024 is as follows:

(In thousands)

Transition services received	\$	4,472
Research and development services received		7,222
Purchase of inventories		10,853

As of June 28, 2024, the Company's outstanding related party balances with NEC included in the consolidated balance sheets are as follows:

(In thousands)

Accounts receivable, net	\$	638
Other current assets		400
Accounts payable		17,182
Other current liabilities		19,896

Note 16. Revisions to Prior Period Consolidated Financial Statements

As described in Note 1. The Company and Summary of Significant Accounting Policies, subsequent to the issuance of the consolidated financial statements and related disclosures for the fiscal year ended June 30, 2023, the Company identified certain errors in its previously issued consolidated financial statements.

The Company identified an error related to estimated total contract costs and progress to completion for an over-time arrangement. The effect of the error resulted in revenues related to services being overstated by \$1.4 million for the year ended June 30, 2023. This error also impacted the previously issued quarterly financial statements for fiscal 2024. The Company also identified that it had inappropriately recorded revenue and costs of sales in fiscal 2023 related to product sales recognized at a point-in-time for which control had not been transferred to the customer. This resulted in an overstatement of revenue related to product sales of \$0.7 million and cost of revenues related to product sales of \$0.4 million for the year ended June 30, 2023.

In accordance with ASC 250, Accounting Changes and Error Corrections and Staff Accounting Bulletins ("SAB") No. 99, Materiality and No. 108, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements, the Company evaluated the materiality of the errors and determined that the impacts were not material, individually or in the aggregate, to the Company's previously issued consolidated financial statements for any of the prior reporting periods in which they occurred, but that correcting the error in the current reporting period would be material to the Company's results of operations for fiscal 2024. As a result, the Company has restated the prior period financial statements and related disclosures for fiscal 2023 to correct the errors. The Company will also correct previously issued quarterly financial statements and related disclosures for such immaterial errors in future filings, as applicable (see "Part II, Item 9B. Other Information" below for additional information). A summary of the corrections to the impacted financial statement line items in the Company's previously issued Consolidated Statements of Operations, Comprehensive Income, Equity and Cash Flows for the twelve months ended June 30, 2023 and Consolidated Balance Sheets as of June 30, 2023 is provided below.

CONSOLIDATED STATEMENTS OF OPERATIONS

Fiscal Year Ended June 30, 2023

(In thousands, except per share amounts)

	As Previously Reported	Adjustments	As Revised
Revenues:			
Product sales	\$ 239,321	\$ (742)	\$ 238,579
Services	107,272	(1,418)	105,854
Total revenues	346,593	(2,160)	344,433
Cost of revenues:			
Product sales	151,008	(371)	150,637
Services	71,414	—	71,414
Total cost of revenues	222,422	(371)	222,051
Gross margin	124,171	(1,789)	122,382
Operating expenses:			
Research and development	24,908	—	24,908
Selling and administrative	69,842	—	69,842
Restructuring charges	3,012	—	3,012
Total operating expenses	97,762	—	97,762
Operating income	26,409	(1,789)	24,620
Interest expense, net	532	—	532
Other expense, net	2,774	—	2,774
Income before income taxes	23,103	(1,789)	21,314
Provision for income taxes	11,575	(430)	11,145
Net income	\$ 11,528	\$ (1,359)	\$ 10,169
Net income attributable to Aviat Networks	\$ 11,528	\$ (1,359)	\$ 10,169
Net income per share of common stock outstanding:			
Basic	\$ 1.01	\$ (0.11)	\$ 0.90
Diluted	\$ 0.97	\$ (0.11)	\$ 0.86
Weighted average shares outstanding:			
Basic	11,358	—	11,358
Diluted	11,855	—	11,855

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Fiscal Year Ended June 30, 2023

(In thousands)

	As Previously Reported	Adjustments	As Revised
Net income	\$ 11,528	\$ (1,359)	\$ 10,169
Other comprehensive income:			
Net change in cumulative translation adjustment	25	—	25
Other comprehensive income	25	—	25
Comprehensive income	\$ 11,553	\$ (1,359)	\$ 10,194

CONSOLIDATED BALANCE SHEETS

As of June 30, 2023

(In thousands, except share and par value amounts)

	As Previously Reported	Adjustments	As Revised
ASSETS			
Current Assets:			
Cash and cash equivalents	\$ 22,242	\$ —	\$ 22,242
Accounts receivable, net	101,653	(742)	100,911
Unbilled receivables	58,588	(1,418)	57,170
Inventories	33,057	371	33,428
Other current assets	22,164	—	22,164
Total current assets	237,704	(1,789)	235,915
Property, plant and equipment, net	9,452	—	9,452
Goodwill	5,112	—	5,112
Intangible assets, net	9,046	—	9,046
Deferred income taxes	86,650	430	87,080
Right-of-use assets	2,554	—	2,554
Other assets	13,978	—	13,978
Total assets	\$ 364,496	\$ (1,359)	\$ 363,137
LIABILITIES AND EQUITY			
Current Liabilities:			
Accounts payable	\$ 60,141	\$ —	\$ 60,141
Accrued expenses	24,442	—	24,442
Operating lease liabilities	610	—	610
Advance payments and unearned revenue	44,268	—	44,268
Other current liabilities	600	—	600
Total current liabilities	130,061	—	130,061
Unearned revenue	7,416	—	7,416
Long-term operating lease liabilities	2,140	—	2,140
Other long-term liabilities	314	—	314
Reserve for uncertain tax positions	3,975	—	3,975
Deferred income taxes	492	—	492
Total liabilities	144,398	—	144,398
Commitments and contingencies (Note 13)			
Stockholders' equity			
Preferred stock	—	—	—
Common stock	115	—	115
Treasury stock	(6,147)	—	(6,147)
Additional paid-in-capital	830,048	—	830,048
Accumulated deficit	(587,914)	(1,359)	(589,273)
Accumulated other comprehensive loss	(16,004)	—	(16,004)
Total stockholders' equity	220,098	(1,359)	218,739
Total liabilities and stockholders' equity	\$ 364,496	\$ (1,359)	\$ 363,137

CONSOLIDATED STATEMENTS OF CASH FLOWS

Fiscal Year Ended June 30, 2023

(In thousands)

	As Previously Reported	Adjustments	As Revised
Operating Activities			
Net income	\$ 11,528	\$ (1,359)	\$ 10,169
Adjustments to reconcile net income to net cash used in operating activities:			
Depreciation of property, plant and equipment	5,475	—	5,475
Amortization of intangible assets	704	—	704
Provision for uncollectible receivables	467	—	467
Share-based compensation	6,720	—	6,720
Deferred taxes	9,442	(430)	9,012
Inventory write-downs	2,138	—	2,138
Non-cash lease expense	639	—	639
Net loss on marketable securities	1,734	—	1,734
Other non-cash operating activities, net	67	—	67
Changes in operating assets and liabilities:			
Accounts receivable	(25,496)	742	(24,754)
Unbilled receivables	(13,816)	1,418	(12,398)
Inventories	(4,521)	(371)	(4,892)
Accounts payable	16,040	—	16,040
Accrued expenses	(4,306)	—	(4,306)
Advance payments and unearned revenue	6,254	—	6,254
Income taxes payable	710	—	710
Other assets and liabilities	(15,423)	—	(15,423)
Net cash used in operating activities	(1,644)	—	(1,644)
Investing Activities			
Purchases of property, plant and equipment	(5,335)	—	(5,335)
Proceeds from sale of marketable securities	9,157	—	9,157
Acquisitions, net of cash acquired	(15,769)	—	(15,769)
Net cash used in investing activities	(11,947)	—	(11,947)
Financing Activities			
Proceeds from revolver	102,200	—	102,200
Repayments of revolver	(102,200)	—	(102,200)
Payments of deferred financing costs	(753)	—	(753)
Payments for taxes related to net settlement of equity awards	(1,198)	—	(1,198)
Proceeds from issuance of common stock under employee stock plans	1,270	—	1,270
Net cash used in financing activities	(681)	—	(681)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(311)	—	(311)
Net decrease in cash, cash equivalents and restricted cash	(14,583)	—	(14,583)
Cash, cash equivalents, and restricted cash, beginning of year	37,104	—	37,104
Cash, cash equivalents, and restricted cash, end of year	\$ 22,521	\$ —	\$ 22,521

CONSOLIDATED STATEMENTS OF EQUITY

(In thousands)	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	\$ Amount	Shares	\$ Amount				
As Previously Reported								
Balance as of July 2, 2022	11,161	\$ 112	195	\$ (6,147)	\$ 823,259	\$ (599,442)	\$ (16,029)	\$ 201,753
Net income	—	—	—	—	—	11,528	—	11,528
Other comprehensive income	—	—	—	—	—	—	25	25
Issuance of common stock under employee stock plans	396	3	—	—	1,267	—	—	1,270
Shares withheld for taxes related to vesting of equity awards	(39)	—	—	—	(1,198)	—	—	(1,198)
Share-based compensation	—	—	—	—	6,720	—	—	6,720
Balance as of June 30, 2023	11,518	\$ 115	195	\$ (6,147)	\$ 830,048	\$ (587,914)	\$ (16,004)	\$ 220,098
Adjustments								
Balance as of July 2, 2022	—	\$ —	—	\$ —	—	\$ —	\$ —	\$ —
Net income	—	—	—	—	—	(1,359)	—	(1,359)
Other comprehensive income	—	—	—	—	—	—	—	—
Issuance of common stock under employee stock plans	—	—	—	—	—	—	—	—
Shares withheld for taxes related to vesting of equity awards	—	—	—	—	—	—	—	—
Share-based compensation	—	—	—	—	—	—	—	—
Balance as of June 30, 2023	—	\$ —	—	\$ —	—	\$ (1,359)	\$ —	\$ (1,359)
As Revised								
Balance as of July 2, 2022	11,161	\$ 112	195	\$ (6,147)	\$ 823,259	\$ (599,442)	\$ (16,029)	\$ 201,753
Net income	—	—	—	—	—	10,169	—	10,169
Other comprehensive income	—	—	—	—	—	—	25	25
Issuance of common stock under employee stock plans	396	3	—	—	1,267	—	—	1,270
Shares withheld for taxes related to vesting of equity awards	(39)	—	—	—	(1,198)	—	—	(1,198)
Share-based compensation	—	—	—	—	6,720	—	—	6,720
Balance as of June 30, 2023	11,518	\$ 115	195	\$ (6,147)	\$ 830,048	\$ (589,273)	\$ (16,004)	\$ 218,739

Note 17. Subsequent Events

On July 2, 2024, Aviat acquired 4RF Limited (“4RF”), a New Zealand company. Aviat purchased all of the issued and outstanding shares of 4RF in an all-cash transaction. 4RF is a leading provider of industrial wireless access solutions, including narrowband point-to-point/multi-point radios and Private LTE and 5G routers. The acquisition of 4RF allows Aviat to expand its product offering for the global industrial wireless access markets including Private LTE/5G. Due to the timing of the closing of the acquisition and delivery of related data, there was insufficient time to incorporate additional disclosures related to the preliminary purchase price allocation and fair value of the assets acquired and liabilities assumed.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management is responsible for establishing and maintaining effective disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, to provide reasonable assurance that the information required to be disclosed in reports that the Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to management, including the Company's principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures. As of June 28, 2024, an evaluation was performed, under the supervision and with the participation of management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, the Company's CEO and CFO concluded that as of June 28, 2024, our disclosure controls and procedures were not effective due to the material weaknesses in internal control over financial reporting described below.

Notwithstanding the material weaknesses described, management concluded the consolidated financial statements included in this Annual Report on Form 10-K present fairly, in all material respects, our financial condition, results of operations and cash flows in accordance with U.S. GAAP.

Management Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. GAAP.

Management, including the Company's CEO and CFO, assessed the effectiveness of its internal control over financial reporting as of June 28, 2024. Management based its assessment on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 COSO framework).

The Company completed the NEC Transaction in November 2023 (as defined above), and management has excluded the acquired business's internal control over financial reporting from its assessment of the effectiveness of internal controls as of the fiscal year ended June 28, 2024. The acquired business represents approximately 14% of consolidated total revenues for the fiscal year ended June 28, 2024.

Based on its assessment, management concluded that the Company's internal control over financial reporting was not effective as of June 28, 2024 due to the material weaknesses detailed below.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that a reasonable possibility exists that a material misstatement of the Company's annual or interim financial statements would not be prevented or detected on a timely basis.

Management determined that the Company had the following material weaknesses in its internal control over financial reporting as of June 28, 2024:

Ineffective control environment: the Company did not maintain an effective control environment based on the criteria established in the COSO framework. The Company did not have sufficient personnel with the appropriate levels of knowledge, experience, and training in accounting and internal control over financial reporting. The material weakness in the control environment led to the additional material weaknesses detailed below.

Ineffective control activities: the Company did not maintain effective control activities based on the criteria established in the COSO framework. Control activities were either not designed effectively or not performed in a timely manner to support the operating effectiveness of the controls to prevent and detect potential material errors. As a result, the following control deficiencies constitute a material weakness individually and in the aggregate: (a) management identified instances of ineffective controls over the review of certain (i) revenue transactions, (ii) reconciliations of revenue related account balances, and (iii) reconciliations covering the data transfer of revenue transactions between its financial systems; (b) management identified instances of ineffective controls related to the determination of the appropriate period for revenue recognition; (c) management identified instances of ineffective controls related to certain arrangements where revenue is recognized over time and (d) management identified instances of ineffective controls related to the review and approval of journal entries.

Ineffective monitoring activities: the Company did not maintain effective monitoring activities based on the criteria established in the COSO framework to determine whether the components of internal control over financial reporting were present and functioning. Monitoring activities were not in place to timely identify and initiate the transition of certain control activities or identify control activities that were not effectively designed.

Remediation Plan

During the fourth quarter of fiscal 2024 we initiated and will continue to implement measures designed to improve our internal control over financial reporting to remediate these material weaknesses with oversight from the Audit Committee of the Board of Directors, including the following:

- We hired and will continue to hire qualified accounting and internal control professionals with the appropriate level of experience and training to design, implement, execute, and monitor our system of internal control. During the fourth quarter of fiscal year 2024 we hired a new Chief Financial Officer, Head of Internal Audit, and backfilled vacancies resulting from key finance and accounting personnel turnover.
- We will provide training to the applicable control performers related to the importance of timely execution of control activities for which they are responsible.
- We will redesign controls over the determination of the appropriate period for revenue recognition, controls over arrangements where revenue is recognized over time and controls related to the review and approval of journal entries.
- We are implementing a formal monitoring program to perform the necessary evaluations to ascertain whether the components of internal control are present and functioning, including implementing corrective actions as necessary.

We are committed to maintaining a strong control environment and believe that these remediation efforts represent continued improvement in our control environment. We also expect, with oversight from the Audit Committee of the Board of Directors, to continue to review, optimize and enhance our financial reporting controls and procedures. The material weaknesses will not be considered remediated until the associated controls operate effectively for a sufficient period of time and management concludes, through testing, that the controls are operating effectively.

The effectiveness of internal control over financial reporting as of June 28, 2024 has been audited by the Company's independent registered public accounting firm, as stated in their attestation report included herein.

Changes in Internal Controls Over Financial Reporting

The Company is in the process of implementing internal control procedures related to the acquired business and expects this to be completed during fiscal 2025.

Except as noted in the foregoing sentence and as set forth above in connection with our material weaknesses, there were no other changes to internal controls over financial reporting as defined in Rules 13a-15(f) or 15d-15(f) that occurred during the Company's fourth fiscal quarter ended June 28, 2024 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

The Company's management, including its CEO and CFO, does not expect that its disclosure controls and procedures or its internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well-designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Aviat Networks, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Aviat Networks, Inc. and subsidiaries (the “Company”) as of June 28, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, because of the effect of the material weaknesses identified below on the achievement of objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of June 28, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the fiscal year ended June 28, 2024, of the Company and our report dated October 4, 2024, expressed an unqualified opinion on those financial statements.

As described in Management’s Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting of the NEC wireless transport business, which was acquired on November 30, 2023, and whose financial statements constitute approximately 14% of total revenue of the consolidated financial statements for the fiscal year ended June 28, 2024. Accordingly, our audit did not include the internal control over financial reporting for the NEC wireless transport business.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Material Weaknesses

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weaknesses have been identified and included in management's assessment:

The Company did not maintain an effective control environment based on the criteria established in the COSO framework. The Company did not have sufficient personnel with the appropriate levels of knowledge, experience, and training in accounting and internal control over financial reporting.

The material weakness in the control environment led to the additional material weaknesses detailed below.

The Company did not maintain effective control activities based on the criteria established in the COSO framework. Control activities were either not designed effectively or not performed in a timely manner to support the operating effectiveness of the controls to prevent and detect potential material errors. As a result, the following control deficiencies constitute a material weakness individually and in the aggregate: (a) the Company identified instances of ineffective controls over the review of certain (i) revenue transactions, (ii) reconciliations of revenue related account balances, and (iii) reconciliations covering the data transfer of revenue transactions between its financial systems; and (b) The Company identified instances of ineffective controls related to the determination of the appropriate period for revenue recognition; (c) the Company identified instances of ineffective controls related to certain arrangements where revenue is recognized over time and (d) management identified instances of ineffective controls related to the review and approval of journal entries.

The Company did not maintain effective monitoring activities based on the criteria established in the COSO framework to determine whether the components of internal control over financial reporting were present and functioning. Monitoring activities were not in place to timely identify and initiate the transition of certain control activities or identify control activities that were not effectively designed.

These material weaknesses were considered in determining the nature, timing, and extent of audit tests applied in our audit of the consolidated financial statements as of and for the fiscal year ended June 28, 2024, of the Company, and this report does not affect our report on such financial statements.

/s/ Deloitte & Touche LLP

Austin, Texas
October 4, 2024

Item 9B. Other Information

During the three months ended June 28, 2024, none of the Company's Directors or Officers adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as defined in Item 408 of Regulation S-K.

As discussed in Note 16. Revisions to Prior Period Consolidated Financial Statements, subsequent to the third quarter of fiscal 2024, the Company identified errors in the quarterly financial statements for fiscal 2024 related to estimated total contract costs and progress to completion for an over-time arrangement. The Company has identified additional errors impacting the quarterly financial statements for fiscal 2024 related to the recognition of revenue prior to performance obligations being met and related to journal entries recorded in error. In accordance with ASC 250, Accounting Changes and Error Corrections and Staff Accounting Bulletins ("SAB") No. 99, Materiality and No. 108, Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements, the Company evaluated the materiality of the errors and determined that the impacts were not material, individually or in the aggregate, to the Company's previously issued consolidated financial statements. The effect of the errors resulted in the following impacts to the quarterly financial statements for fiscal 2024:

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

	Three Months Ended March 29, 2024			Nine Months Ended March 29, 2024		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
(In thousands, except per share amounts)						
Revenues:						
Product sales	\$ 70,857	\$ (13)	\$ 70,844	\$ 196,794	\$ (1,384)	\$ 195,410
Services	40,756	(778)	39,978	97,421	(1,408)	96,013
Total revenues	111,613	(791)	110,822	294,215	(2,792)	291,423
Cost of revenues:						
Product sales	47,791	(8)	47,783	121,775	(786)	120,989
Services	27,288	(320)	26,968	67,224	(383)	66,841
Total cost of revenues	75,079	(328)	74,751	188,999	(1,169)	187,830
Gross margin	36,534	(463)	36,071	105,216	(1,623)	103,593
Selling and administrative	21,300	(1,102)	20,198	61,979	—	61,979
Operating income	5,028	639	5,667	15,569	(1,623)	13,946
Income before income taxes	4,037	639	4,676	13,920	(1,623)	12,297
Provision for income taxes	619	187	806	3,607	(521)	3,086
Net income	\$ 3,418	\$ 452	\$ 3,870	\$ 10,313	\$ (1,102)	\$ 9,211
Net income per share of common stock outstanding:						
Basic	\$ 0.27	\$ 0.04	\$ 0.31	\$ 0.86	\$ (0.10)	\$ 0.76
Diluted	\$ 0.27	\$ 0.03	\$ 0.30	\$ 0.84	\$ (0.09)	\$ 0.75

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)

	Three Months Ended March 29, 2024			Nine Months Ended March 29, 2024		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
(In thousands)						
Net income	\$ 3,418	\$ 452	\$ 3,870	\$ 10,313	\$ (1,102)	\$ 9,211
Comprehensive income	\$ 3,077	\$ 452	\$ 3,529	\$ 10,550	\$ (1,102)	\$ 9,448

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(In thousands)	Nine Months Ended March 29, 2024		
	As Previously Reported	Adjustments	As Revised
Operating Activities			
Net income	\$ 10,313	\$ (1,102)	\$ 9,211
Deferred taxes	2,180	(521)	1,659
Accounts receivable	14,312	1,103	15,415
Unbilled receivables	(17,039)	1,689	(15,350)
Inventories	7,037	(1,061)	5,976
Accrued expenses	11,449	(108)	11,341
Net cash provided by operating activities	\$ 22,229	\$ —	\$ 22,229

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (unaudited)

(In thousands)	Three Months Ended March 29, 2024	
	Accumulated Deficit	Total Equity
As Previously Reported		
Balance as of December 29, 2023	\$ (581,019)	\$ 253,936
Net income	3,418	3,418
Balance as of March 29, 2024	\$ (577,601)	\$ 258,507
Adjustments		
Balance as of December 29, 2023	\$ (2,913)	\$ (2,913)
Net income	452	452
Balance as of March 29, 2024	\$ (2,461)	\$ (2,461)
As Revised		
Balance as of December 29, 2023	\$ (583,932)	\$ 251,023
Net income	3,870	3,870
Balance as of March 29, 2024	\$ (580,062)	\$ 256,046

	Nine Months Ended March 29, 2024	
	Accumulated Deficit	Total Equity
(In thousands)		
As Previously Reported		
Balance as of June 30, 2023	\$ (587,914)	\$ 220,098
Net income	10,313	10,313
Balance as of March 29, 2024	\$ (577,601)	\$ 258,507
Adjustments		
Balance as of June 30, 2023	\$ (1,359)	\$ (1,359)
Net income	(1,102)	(1,102)
Balance as of March 29, 2024	\$ (2,461)	\$ (2,461)
As Revised		
Balance as of June 30, 2023	\$ (589,273)	\$ 218,739
Net income	9,211	9,211
Balance as of March 29, 2024	\$ (580,062)	\$ 256,046

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

	Three Months Ended December 29, 2023			Six Months Ended December 29, 2023		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
(In thousands, except per share amounts)						
Revenues:						
Product sales	\$ 66,392	\$ (1,371)	\$ 65,021	\$ 125,937	\$ (1,371)	\$ 124,566
Services	28,644	27	28,671	56,665	(630)	56,035
Total revenues	95,036	(1,344)	93,692	182,602	(2,001)	180,601
Cost of revenues:						
Product sales	37,671	(778)	36,893	73,984	(778)	73,206
Services	20,535	(63)	20,472	39,936	(63)	39,873
Total cost of revenues	58,206	(841)	57,365	113,920	(841)	113,079
Gross margin	36,830	(503)	36,327	68,682	(1,160)	67,522
Selling and administrative	21,442	1,102	22,544	40,679	1,102	41,781
Operating income	4,994	(1,605)	3,389	10,541	(2,262)	8,279
Income before income taxes	5,237	(1,605)	3,632	9,883	(2,262)	7,621
Provision for income taxes	2,347	(499)	1,848	2,988	(708)	2,280
Net income	\$ 2,890	\$ (1,106)	\$ 1,784	\$ 6,895	\$ (1,554)	\$ 5,341
Net income per share of common stock outstanding:						
Basic	\$ 0.24	\$ (0.09)	\$ 0.15	\$ 0.59	\$ (0.14)	\$ 0.45
Diluted	\$ 0.24	\$ (0.09)	\$ 0.15	\$ 0.57	\$ (0.13)	\$ 0.44

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)

(In thousands)	Three Months Ended December 29, 2023			Six Months Ended December 29, 2023		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
Net income	\$ 2,890	\$ (1,106)	\$ 1,784	\$ 6,895	\$ (1,554)	\$ 5,341
Comprehensive income	\$ 3,435	\$ (1,106)	\$ 2,329	\$ 7,473	\$ (1,554)	\$ 5,919

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(In thousands)	Six Months Ended December 29, 2023		
	As Previously Reported	Adjustments	As Revised
Operating Activities			
Net income	\$ 6,895	\$ (1,554)	\$ 5,341
Deferred taxes	605	(708)	(103)
Accounts receivable	3,063	631	3,694
Unbilled receivables	(18,772)	1,370	(17,402)
Inventories	852	(848)	4
Accrued expenses	5,171	7	5,178
Other assets and liabilities	(3,907)	1,102	(2,805)
Net cash provided by operating activities	\$ 6,909	\$ —	\$ 6,909

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (unaudited)

(In thousands)	Three Months Ended December 29, 2023	
	Accumulated Deficit	Total Equity
As Previously Reported		
Balance as of September 29, 2023	\$ (583,909)	\$ 226,150
Net income	2,890	2,890
Balance as of December 29, 2023	\$ (581,019)	\$ 253,936
Adjustments		
Balance as of September 29, 2023	\$ (1,807)	\$ (1,807)
Net income	(1,106)	(1,106)
Balance as of December 29, 2023	\$ (2,913)	\$ (2,913)
As Revised		
Balance as of September 29, 2023	\$ (585,716)	\$ 224,343
Net income	1,784	1,784
Balance as of December 29, 2023	\$ (583,932)	\$ 251,023

	Six Months Ended December 29, 2023	
	Accumulated Deficit	Total Equity
(In thousands)		
As Previously Reported		
Balance as of June 30, 2023	\$ (587,914)	\$ 220,098
Net income	6,895	6,895
Balance as of December 29, 2023	\$ (581,019)	\$ 253,936
Adjustments		
Balance as of June 30, 2023	\$ (1,359)	\$ (1,359)
Net income	(1,554)	(1,554)
Balance as of December 29, 2023	\$ (2,913)	\$ (2,913)
As Revised		
Balance as of June 30, 2023	\$ (589,273)	\$ 218,739
Net income	5,341	5,341
Balance as of December 29, 2023	\$ (583,932)	\$ 251,023

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)

	Three Months Ended September 29, 2023		
	As Previously Reported	Adjustments	As Revised
(In thousands, except per share amounts)			
Revenues:			
Services	\$ 28,021	\$ (657)	\$ 27,364
Total revenues	87,566	(657)	86,909
Gross margin	31,852	(657)	31,195
Operating income	5,547	(657)	4,890
Income before income taxes	4,646	(657)	3,989
Provision for income taxes	641	(209)	432
Net income	\$ 4,005	\$ (448)	\$ 3,557
Net income per share of common stock outstanding:			
Basic	\$ 0.35	\$ (0.04)	\$ 0.31
Diluted	\$ 0.34	\$ (0.04)	\$ 0.30

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (unaudited)

	Three Months Ended September 29, 2023		
	As Previously Reported	Adjustments	As Revised
(In thousands)			
Net income	\$ 4,005	\$ (448)	\$ 3,557
Comprehensive income	\$ 4,038	\$ (448)	\$ 3,590

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(In thousands)	Three Months Ended September 29, 2023		
	As Previously Reported	Adjustments	As Revised
Operating Activities			
Net income	\$ 4,005	\$ (448)	\$ 3,557
Deferred taxes	39	(209)	(170)
Unbilled receivables	(2,395)	657	(1,738)
Net cash provided by operating activities	13,980	—	13,980

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (unaudited)

(In thousands)	Three Months Ended September 29, 2023	
	Accumulated Deficit	Total Equity
As Previously Reported		
Balance as of June 30, 2023	\$ (587,914)	\$ 220,098
Net income	4,005	4,005
Balance as of September 29, 2023	\$ (583,909)	\$ 226,150
Adjustments		
Balance as of June 30, 2023	\$ (1,359)	\$ (1,359)
Net income	(448)	(448)
Balance as of September 29, 2023	\$ (1,807)	\$ (1,807)
As Revised		
Balance as of June 30, 2023	\$ (589,273)	\$ 218,739
Net income	3,557	3,557
Balance as of September 29, 2023	\$ (585,716)	\$ 224,343

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Certain information required by Part III is omitted from this Annual Report on Form 10-K because the Company will file a definitive Proxy Statement with the SEC within 120 days after the end of its fiscal year ended June 28, 2024.

Item 10. *Directors, Executive Officers and Corporate Governance*

The Company adopted a Code of Conduct that is available at www.aviatnetworks.com. The Company's Code of Conduct was most recently amended and restated in November 2022. If, in the future, the Company amends its Code of Conduct or grants waivers from its Code of Conduct with respect to any of its executive officers or directors, the Company will make information regarding such amendments or waivers available on its website for a period of at least 12 months.

For information with respect to Executive Officers, see Part I, Item 1 of this Annual Report on Form 10-K, under "Information about our Executive Officers," which is incorporated herein by reference.

All information required to be disclosed in this Item 10 that is not otherwise contained herein will appear in the Company's definitive Proxy Statement and is incorporated herein by reference.

Item 11. *Executive Compensation*

Information regarding the Company's executive and director compensation will appear in its definitive Proxy Statement and is incorporated herein by reference.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

Information regarding security ownership of certain beneficial owners and management and related stockholder matters will appear in the Company's definitive Proxy Statement and is incorporated herein by reference.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

Information regarding certain relationships and related transactions, and director independence will appear in the Company's definitive Proxy Statement and is incorporated herein by reference.

Item 14. *Principal Accountant Fees and Services*

Information regarding principal accountant fees and services will appear in the Company's definitive Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this report:

Financial Statements and Schedules

The financial statements of Aviat Networks, Inc. are set forth in Item 8 of this Annual Report on Form 10-K. The financial statement schedules have been omitted because the required information is not required, not applicable or because the information is included elsewhere in the consolidated financial statements or notes thereto.

(b) Exhibits:

The information required by this Item is set forth on the Exhibit Index (following the Signatures section of this report) and is included, or incorporated by reference, in this Annual Report on Form 10-K.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AVIAT NETWORKS, INC.
(Registrant)

Date: October 4, 2024

By: /s/ Michael Connaway
Michael Connaway
Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Peter A. Smith</u> Peter A. Smith	President and Chief Executive Officer (Principal Executive Officer)	October 4, 2024
<u>/s/ Michael Connaway</u> Michael Connaway	Senior Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	October 4, 2024
<u>/s/ John Mutch</u> John Mutch	Chair of the Board	October 4, 2024
<u>/s/ Laxmi Akkaraju</u> Laxmi Akkaraju	Director	October 4, 2024
<u>/s/ Bryan Ingram</u> Bryan Ingram	Director	October 4, 2024
<u>/s/ Michele Klein</u> Michele Klein	Director	October 4, 2024
<u>/s/ Bruce Taten</u> Bruce Taten	Director	October 4, 2024

EXHIBIT INDEX

The following exhibits are filed or furnished herewith or are incorporated herein by reference to exhibits previously filed with the SEC:

Ex. #	Description
2.1#	Master Sale of Business Agreement, dated May 9, 2023, by and among the Company and NEC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed May 9, 2023, File No. 001-33278).
2.2#	Amendment to the Master Sale of Business Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 2.2 to the Current Report on Form 8-K filed December 1, 2023, File No. 001-33279).
3.1	Amended and Restated Certificate of Incorporation of Aviat Networks, Inc., as amended (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on November 13, 2023, File No. 001-33278).
3.2	Amended and Restated Bylaws of Aviat Networks, Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on August 24, 2023, File No. 001-33278).
4.1	Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed with the SEC on September 7, 2016, File No. 001-33278).
4.2	Specimen common stock certificate, adopted as of January 29, 2010 (incorporated by reference to Exhibit 4.1.1 to the Annual Report on Form 10-K for fiscal year end July 2, 2010 filed with the SEC on September 9, 2010, File No. 001-33278).
4.3	Amended and Restated Tax Benefit Preservation Plan, dated as of August 27, 2020, by and between Aviat Networks, Inc. and Computershare Inc., as Rights Agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the SEC on August 31, 2020, File No. 011-33278).
4.4	Amendment No. 1 to the Amended and Restated Tax Benefit Preservation Plan, dated as of February 28, 2023, by and between Aviat Networks, Inc. and Computershare Inc., as Rights Agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the SEC on February 28, 2023, File No. 001-33278).
4.5	Description of Registered Securities (incorporated by reference to Exhibit 4.5 to the Annual Report on Form 10-K for fiscal year end June 30, 2023 filed with the SEC on August 30, 2023, File No. 001-33278).
10.1#	Registration Rights and Lock-Up Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.2#	Manufacturing and Supply Agreement, dated November 30, 2023, by and among the Company, NECPF and NEC (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.3#	Global Transition Services Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.4#	Global Seller Transition Services Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.5#	Distribution Agreement, dated November 30, 2023, by and between Aviat Singapore and NEC South Africa (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.6#	Framework Agreement, dated November 30, 2023, by and between Aviat Singapore and NEC Saudi Arabia (incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.7#	Distribution Agreement, dated November 30, 2023, by and between Aviat Singapore and NEC New Zealand (incorporated by reference to exhibit 10.7 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.8#	Distribution Agreement, dated November 30, 2023, by and between Aviat Singapore and NEC Malaysia (incorporated by reference to Exhibit 10.8 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).

Ex. #	Description
10.9#◇	Trademark License Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.9 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.10#◇	Intellectual Property License Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.10 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.11#◇	Trademark Assignment Agreement, dated November 30, 2023, by and between the Company and NEC (incorporated by reference to Exhibit 10.11 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.12#◇	Development Services Agreement, dated November 30, 2023, by and between Opco and NEC (incorporated by reference to Exhibit 10.12 to the Current Report on Form 8-K filed with the SEC on December 1, 2023, File No. 001-33278).
10.13#◇	Credit Agreement dated May 9, 2023, by and among the Company, the Opco, the Singapore Borrower and the Lenders (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on May 9, 2023, File No. 001-33278).
10.14#◇	First Amendment to Credit Agreement, dated November 22, 2023, by and among the Borrowers and the Lender (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on November 29, 2023, File No. 001-33278).
10.15	Intellectual Property Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007 (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed with the SEC on February 1, 2007, File No. 001-33278).
10.16	Tax Sharing Agreement between Harris Stratex Networks, Inc. and Harris Corporation dated January 26, 2007 (incorporated by reference to Exhibit 10.11 to the Current Report on Form 8-K filed with the SEC on February 1, 2007, File No. 001-33278).
10.17+	Standard Form of Executive Employment Agreement between Harris Stratex Networks, Inc. and certain executives (incorporated by reference to Exhibit 10.16 to the Current Report on Form 8-K filed with the SEC on February 1, 2007, File No. 001-33278).
10.18	Letter Agreement, dated as of January 11, 2015, among Aviat Networks, Inc., Steel Partners Holdings L.P., Lone Star Value Management, LLC and certain other parties (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on January 12, 2015, File No. 001-33278).
10.19	Lease Agreement, dated June 8, 2016, between Aviat Networks, Inc., through its wholly owned subsidiary Aviat U.S., Inc., and The Irvine Company LLC (incorporated by reference to Exhibit 10.34 to the Annual Report on Form 10-K for fiscal year end July 1, 2016 filed with the SEC on September 9, 2016, File No. 001-33278).
10.20+	Employment Agreement, dated January 2, 2020, between Aviat Networks, Inc. and Peter Smith (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on January 2, 2020, File No. 001-33278).
10.20.1+	First Amendment to the Employment Agreement between Aviat Networks, Inc. and Peter Smith, dated May 17, 2021 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on May 18, 2021, File No. 001-33278).
10.20.2+	Second Amendment to Employment Agreement, dated July 4, 2021, between the Company and Peter Smith (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on July 7, 2021, File No. 001-33278).
10.20.3*+	Employment Agreement, dated April 15, 2024, between the Company and Peter Smith.
10.21+	Aviat Networks, Inc. Amended and Restated 2018 Incentive Plan (incorporated by reference to Appendix 1 to the Registrant's Proxy Statement on Schedule 14A filed with the SEC on September 27, 2021, File No. 001-33278).
10.22+	Employment Agreement, dated September 21, 2021 between the Company and David Gray (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on October 18, 2021, File No. 001-33278).
10.22.1*+	Employment Agreement, dated April 15, 2024, between the Company and David Gray.
10.22.2+	Amendment of Employment Agreement and Release Agreement, dated May 28, 2024 between the Company and David Gray (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on May 28, 2024, File No. 001-33278).

Ex. #	Description
10.23	Independent Contractor Agreement dated May 28, 2024 between the Company and David Gray (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on May 28, 2024, File No. 001-33278).
10.24+	Employment Agreement, dated July 1, 2012 between the Company and Bryan Tucker (incorporated by reference to Exhibit 10.12 to the Annual Report on Form 10-K for fiscal year end July 1, 2022 filed with the SEC on September 14, 2022, File No. 001-33278).
10.24.1+	Letter Agreement amending Employment Agreement dated June 27, 2019, between the Company and Bryan Tucker (incorporated by reference to Exhibit 10.12.1 to the Annual Report on Form 10-K for fiscal year end July 1, 2022 filed with the SEC on September 14, 2022, File No. 001-33278).
10.25	Independent Contractor Agreement dated October 3, 2023 between the Company and Bryan Tucker (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on October 4, 2023, File No. 001-33278).
10.26*+	Employment Agreement, dated April 15, 2024, between the Company and Erin Boase.
10.27*+	Employment Agreement, dated April 15, 2024, between the Company and Gary Croke.
10.28*+	Employment Agreement, dated May 28, 2024, between the Company and Michael Connaway.
19.1*	Insider Trading Compliance Program and Policy Statement, dated August 22, 2023.
21*	List of Subsidiaries of Aviat Networks, Inc.
23.1*	Consent of Deloitte & Touche LLP
23.2*	Consent of BDO USA, P.C.
31.1*	Rule 13a-14(a)/15d-14(a) Certification of President and Chief Executive Officer
31.2*	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer
32.1**	Section 1350 Certification of Chief Executive Officer and Chief Financial Officer
97.1*	Incentive-Based Compensation Recoupment Policy, dated August 21, 2023.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

+ Management compensatory contract, arrangement or plan required to be filed as an exhibit pursuant to Item 15(b) of this report.

* Filed herewith.

** Furnished herewith.

Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC on request.

¥ Certain portions of this exhibit were redacted pursuant to Item 601(b)(2)(ii) of Regulation S-K.

◇ Certain portions of this exhibit were redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of April 15, 2024 (the “Effective Date”) by and between Aviat U.S., Inc., a Delaware corporation (the “Company”), and Peter A. Smith (“Executive”).

1. **Employment.** During the period commencing on the Effective Date and for the duration of the Employment Period (as defined in Section 4 below), the Company shall employ Executive, and Executive shall serve as President and Chief Executive Officer of the Company.

2. **Duties and Responsibilities of Executive.**

(a) During the Employment Period, Executive shall devote Executive’s full business time and attention to the business of the Company and its Affiliates, as applicable, and will not hold any outside employment or consulting position (without prior approval of the Board/Chief Executive Officer). Executive’s duties pursuant to this Agreement will include those normally incidental to the position identified in Section 1 of this Agreement, as well as such additional duties as may be assigned to Executive by the Company from time to time.

(b) Executive represents and covenants that Executive is not the subject of or a party to any employment agreement, non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, covenant, understanding, or restriction that would prohibit Executive from executing this Agreement and fully performing Executive’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to Executive hereunder.

(c) Executive acknowledges and agrees that Executive owes the Company and its Affiliates fiduciary duties, including duties of care, loyalty, fidelity, and allegiance, such that Executive shall act at all times in the best interests of the Company and its Affiliates and shall not appropriate any business opportunity of the Company or its Affiliates for Executive. Executive agrees that the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Executive owes the Company and its Affiliates under common law. The Executive and Company both acknowledge and agree that Executive may provide services (including as an executive, employee, director, or otherwise) to multiple Affiliates of the Company and, in providing such services, Executive will not be violating Executive’s obligations hereunder so long as Executive abides by the terms of Sections 7, 8, and 9 below in the course of performing such services.

(d) During the Employment Period, you will report directly to the Aviat Board of Directors.

3. **Compensation.**

(a) **Base Salary.** As of the Effective Date, Executive’s annualized base salary shall be \$650,000.00 (the “Base Salary”). The Base Salary shall be provided in consideration for Executive’s services under this Agreement, and payable on a not less than biweekly basis, in conformity with the Company’s customary payroll practices for executives as in effect from time to time and subject to all withholdings and deductions as detailed in Section 13 below.

(b) Annual Bonus. During the Employment Period, Executive shall be eligible for discretionary bonus compensation for the 2024 fiscal year and each subsequent complete fiscal year that Executive is employed by the Company hereunder (each, a “Bonus Year”) pursuant to the applicable incentive or bonus compensation plan of the Company, if any, that is applicable to similarly situated executives of the Company (each, an “Annual Bonus”). Each Annual Bonus shall have a target value that is not less than 142% of Executive’s Base Salary as in effect on the first day of the Bonus Year to which such Annual Bonus relates (the “Target Annual Bonus”); *provided, however*, that the Target Annual Bonus for the 2024 fiscal year shall have a target value of not less than \$923,000. The performance targets that must be achieved in order to realize certain bonus levels shall be established by the board of directors of the Company (the “Board”) or a committee thereof annually, in its sole discretion, and communicated to Executive in accordance with terms of the applicable incentive or bonus plan, if any, or if no such plan has been adopted, within the first 90 days of each applicable Bonus Year following 2024. Each Annual Bonus, if any, will be paid as soon as administratively feasible after the Board or a committee thereof certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than October 15 following the end of such Bonus Year. Unless otherwise set forth herein, Executive must remain continuously employed by the Company or an Affiliate thereof through the payment date of the Annual Bonus to be eligible to receive payment of the Annual Bonus.

(c) Long-Term Incentive Plan. With respect to the 2024 fiscal year and each subsequent fiscal year during the Employment Period, Executive shall be eligible to receive annual awards under the Company’s equity compensation plan as in effect from time to time (the “LTIP”) with a target value equal to 354% of Executive’s Base Salary as in effect on the first day of such fiscal year (the “Target Annual LTIP Award”). All awards granted to Executive under the LTIP, if any, shall be on such terms and conditions as the Board, or a committee thereof, shall determine from time to time and shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Executive any rights to any amount or type of grant or award except as provided in such award to Executive provided in writing and authorized by the Board (or a committee thereof).

4. Term of Employment. The current term of Executive’s employment under this Agreement is the period commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Current Term”). On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of Executive’s employment under this Agreement shall automatically renew and extend for a period of 12 months (each such 12-month period being a “Renewal Term”) unless written notice of non-renewal is delivered by either party to the other not less than 60 days prior to the expiration of the then-existing Current Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 6 of this Agreement. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Executive’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “Employment Period.”

5. **Reimbursement of Business Expenses; Benefits.** Subject to the terms and conditions of this Agreement, Executive shall be entitled to the following reimbursements and benefits during the Employment Period:

(a) **Reimbursement of Business Expenses.** The Company agrees to reimburse Executive for Executive's reasonable business-related expenses incurred in the performance of Executive's duties under this Agreement; *provided* that Executive timely submits all documentation for such reimbursement, as required by Company policy in effect from time-to-time. Any reimbursement of expenses under this Section 5(a) or Section 12 shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the expense is incurred by Executive); *provided, however,* that, upon the termination of Executive's employment with the Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of such termination (or, if earlier, prior to the date of Executive's death) to the extent such payment delay is required under Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). In no event shall any reimbursement be made to Executive for such expenses incurred after the date that is five years after the date of the termination of Executive's employment with the Company. Executive is not permitted to receive a payment in lieu of reimbursement under this Section 5(a) or Section 12.

(b) **Benefits.** Executive shall be eligible to participate in the same benefit plans or fringe benefit policies or programs in which other similarly situated Company employees are eligible to participate, subject to applicable eligibility requirements and the terms and conditions of such plans, policies, and programs as in effect from time to time. The Company shall not, by reason of this Section 5(b), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plans, policies, and programs, so long as such changes are similarly applicable to similarly situated Company employees generally.

6. **Termination of Employment.**

(a) **Company's Right to Terminate Executive's Employment for Cause.** The Company shall have the right to terminate Executive's employment at any time for Cause. For purposes of this Agreement, "Cause" shall mean Executive's:

i. material breach of any policy established by the Company or any of its Affiliates including but not limited to policies regarding bribery and harassment and any other policies applicable to Executive;

ii. engaging in acts of disloyalty to the Company or its Affiliates, including fraud, embezzlement, theft, commission of a felony, or proven dishonesty; or

iii. willful misconduct in the performance of, or willful failure to perform a material function of, Executive's duties under this Agreement.

(b) **Company's Right to Terminate for Convenience.** The Company shall have the right to terminate Executive's employment without Cause, with or without notice, at any time and for any reason or no reason at all.

(c) Executive's Right to Terminate for Good Reason. Executive shall have the right to terminate Executive's employment with the Company at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

- i. a material diminution in Executive's authority, duties, title, or responsibilities;
- ii. a material diminution in Executive's Base Salary, Target Annual Bonus, or Target Annual LTIP Award;
- iii. the relocation of the geographic location of Executive's principal place of employment by more than 100 miles from the location of Executive's principal place of employment as of the Effective Date; or
- iv. the Company's delivery of a written notice of non-renewal of this Agreement to Executive.

Notwithstanding the foregoing provisions of this Section 6(c) or any other provision of this Agreement to the contrary, any assertion by Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 6(c)(i), (ii), (iii), or (iv) giving rise to Executive's termination of Executive's employment must have arisen without Executive's written consent; (B) Executive must provide written notice to the Company of such condition within 30 days of the date on which Executive knew of the existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of Executive's termination of Executive's employment must occur within 30 days after the end of such cure period.

(d) Death or Disability. Executive's employment with the Company shall terminate upon the death or Disability of Executive. For purposes of this Agreement, a "Disability" shall exist if Executive is unable to perform the essential functions of Executive's position, with reasonable accommodation (if applicable), due to an illness or physical or mental impairment or other incapacity that continues for a period in excess of 90 days, whether consecutive or not, in any period of 365 consecutive days. The determination of a Disability will be made by the Company after obtaining an opinion from a doctor of the Company's choosing. Executive agrees to provide such information and participate in such examinations as may be reasonably required by said doctor in order to form his or her opinion. If requested by the Company, Executive shall submit to a mental or physical examination to be performed by an independent physician selected by the Company to assist the Company in making such determination.

(e) Executive's Right to Terminate for Convenience. Executive shall have the right to terminate Executive's employment with the Company for convenience at any time upon 60 days' advance written notice to the Company; *provided* that if Executive provides a notice of termination pursuant to this Section 6(e), the Company may designate an earlier termination date than that specified in Executive's notice. The Company's designation of such an earlier date will not change the nature of Executive's termination, which will still be deemed a voluntary resignation by Executive pursuant to this Section 6(e).

(f) Effect of Termination.

i. If Executive's employment hereunder shall terminate (1) pursuant to Section 4 at the expiration of the then-existing Current Term or Renewal Term, as applicable, as a result of a non-renewal of this Agreement by Executive or (2) pursuant to Section 6(a) or 6(e), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that Executive shall be entitled to (x) payment of all earned, unpaid Base Salary within 30 days of Executive's last day of employment (which, for the avoidance of doubt, shall be earlier of the date that is 60 days following Executive's notice of resignation or the Company's designation of an earlier termination date, as applicable), or earlier if required by law, (y) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 5(a) and Section 12, and (z) benefits to which Executive may be entitled pursuant to the terms of any plan or policy described in Section 5(b).

ii. If Executive's employment terminates (1) pursuant to Section 6(b) or 6(c) or (2) due to Executive's death or Disability pursuant to Section 6(d), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that (I) Executive shall be entitled to receive the compensation and benefits described in clauses (x) through (z) of Section 6(f)(i); and (II) if Executive executes, on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims in a form satisfactory to the Company (which shall be substantially similar to the form of release attached hereto as Exhibit A) (the "Release"), then, *provided* that Executive abides by the terms of Sections 7, 8, 9, 10, and 12:

A. The Company shall pay to Executive an amount (the "Severance Payment") equal to the product of (x) 1.0 (or, if such termination occurs within three months preceeding or 12 months following a Change in Control (as defined below), 1.5) and (y) the sum of Executive's Base Salary as in effect on the date of the termination of Executive's employment (the "Termination Date") and Executive's prorated Annual Bonus as of the Termination Date (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 1.5 the target bonus). The Severance Payment will be paid in a lump sum, subject to all applicable taxes on or before the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Termination Date.

B. All outstanding awards granted to Executive pursuant to the LTIP prior to the Termination Date that remain unvested as of the Termination Date shall remain unvested (or, if such termination occurs within three months preceeding or 12 months following a Change in Control time-based equity will be accelerated at 100% and Performance-based awards will be 100% accelerated for awards based on actual performance (if determinable) or target).

C. If Executive timely and properly elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), similar in the amounts and types of coverage provided by the Company to Executive prior to the Termination Date, then during the COBRA Continuation Period (as defined below), the Company shall promptly reimburse Executive on a monthly basis for the entire amount Executive pays to effect and continue such coverage ("COBRA Benefit"). Each payment of the COBRA Benefit shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 6(f)(ii)(C) to the contrary, (x) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (y) if the provision of the benefit described in this Section 6(f)(ii)(C) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to Executive without such adverse impact on the Company.

As used herein, the "COBRA Continuation Period" shall mean the period beginning on the first day of the first calendar month following the Termination Date and continuing for a number of months thereafter equal to 12 months (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 18 months); *provided, however*, that the COBRA Continuation Period shall immediately terminate upon the earlier of (1) the time Executive becomes eligible to be covered under a group health plan sponsored by another employer (and Executive shall promptly notify the Company in the event that Executive becomes so eligible) or (2) the date Executive is no longer eligible to receive COBRA continuation coverage. For purposes of this Section 6(f)(ii), in the event of Executive's death, references to Executive (other than in Section 6(f)(ii)(C)) shall include Executive's estate, and references to Executive in Section 6(f)(ii)(C) shall include Executive's spouse and eligible dependents, if any, who are "qualified beneficiaries" (within the meaning of COBRA and the regulations thereunder) with respect to Executive's death.

iii. Executive acknowledges Executive's understanding that if the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Executive, then Executive shall not be entitled to any payments or benefits pursuant to Section 6(f)(ii). As used herein, the "Release Expiration Date" is that date that is 21 days following the date upon which the Company delivers the Release to Executive (which shall occur no later than seven days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other

employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date.

iv. For purposes of this Agreement, a “Change in Control” shall mean the occurrence of one or more of the following transactions following the Effective Date:

A. the sale or disposal by the Company of all or substantially all of its assets to any person other than an Affiliate of the Company;

B. the merger or consolidation of the Company with or into another partnership, corporation, or other entity, other than a merger or consolidation in which the equityholders in the Company immediately prior to such transaction retain a greater than 50% equity interest in the surviving entity; or

C. the acquisition by any person or group (as defined in Section 13d(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”)) of the beneficial ownership (as defined in Section 13d(d)(3) of the Exchange Act) of more than 50% of the equity of the Company entitled to vote in the election of the Company’s directors (or the persons performing the functions of directors).

(g) Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of Section 409A(a)(2)(A)(i) of the Code; *provided, however*, that whether such a separation from service has occurred shall be determined based upon a reasonably anticipated permanent reduction in the level of bona fide services to be performed to no more than 25% of the average level of bona fide services provided in the immediately preceding 36 months.

7. Conflicts of Interest; Disclosure of Opportunities. Executive agrees that Executive shall promptly disclose to the Board any conflict of interest involving Executive upon Executive becoming aware of such conflict.

8. Confidentiality. Executive acknowledges and agrees that, in the course of Executive’s employment with the Company, Executive has been provided with and had access to (and, during the Employment Period, Executive will continue to be provided with, and have access to) valuable Confidential Information (as defined below). In consideration of Executive’s receipt of and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Executive’s employment hereunder, Executive agrees to comply with this Section 8.

(a) Executive covenants and agrees, both during the Employment Period and thereafter, that, except as expressly permitted by this Agreement or by directive of the Board, Executive shall not disclose any Confidential Information to any person and shall not use any Confidential Information except for the benefit of the Company or any of its Affiliates. Executive shall take all reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The covenants in this Section 8(a) shall apply to all Confidential

Information, whether now known or later to become known to Executive during the Employment Period.

(b) Notwithstanding Section 8(a), Executive may make the following disclosures and uses of Confidential Information:

- i. disclosures to other executives or employees of the Company or its Affiliates who have a need to know the information in connection with the business of the Company or its Affiliates;
- ii. disclosures and uses that are incidental to Executive's provision of services to the Company and its Affiliates consistent with the terms of this Agreement or that are approved by the Board;
- iii. disclosures for the purpose of complying with any applicable laws or regulatory requirements; or
- iv. disclosures that Executive is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by law.

(c) Upon the end of Executive's employment with the Company and at any other time upon request of the Company, Executive shall surrender and deliver to the Company all documents (including electronically stored information) and other material of any nature containing or pertaining to all Confidential Information in Executive's possession and shall not retain any such document or other material. Within ten (10) days of any such request, Executive shall certify to the Company in writing that all such materials have been returned to the Company.

(d) All non-public information, designs, ideas, concepts, improvements, product developments, discoveries, and inventions, whether patentable or not, that are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during the period Executive is or has been employed or affiliated with the Company or any of its Affiliates (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to the Company's or any of its Affiliates' business or properties, products, or services (including all such information relating to corporate opportunities, business plans, trade secrets, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voicemail, electronic databases, maps, drawings, architectural renditions, models, and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression are and shall be the sole and exclusive property of the Company or its Affiliates and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement.

(e) Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law, (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities, (iii) testifying, participating, or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (y) is made to Executive’s attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law, or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company or its Affiliates before engaging in any conduct described in this Section 8(e), or to notify the Company or its Affiliates that Executive has engaged in any such conduct.

9. **Non-Competition; Non-Solicitation.**

(a) The Company shall continue to provide Executive access to Confidential Information for use only during the period of Executive’s employment with the Company, and Executive acknowledges and agrees that the Company will be entrusting Executive, in Executive’s unique and special capacity, with continuing to develop the goodwill of the Company, and in consideration thereof and in consideration of the continued access to Confidential Information, and as a condition of Executive’s employment hereunder, Executive has voluntarily agreed to the covenants set forth in this Section 9. Executive further agrees and acknowledges that the limitations and restrictions set forth herein, including the geographical and temporal restrictions on certain competitive activities, are reasonable in all respects and are material and substantial parts of this Agreement intended and necessary to protect the Company’s legitimate business interests, including the preservation of its Confidential Information and goodwill.

(b) Executive agrees that, during the period set forth in Section 9(c) below, Executive shall not, without the prior written approval of the Company, directly or indirectly, for Executive or on behalf of or in conjunction with any other person or entity of whatever nature:

i. engage or participate within the Market Area in competition with the Company in any business in which either the Company or its Protected Affiliates engaged in, or had plans to become engaged in of which Executive was aware during the period of Executive’s employment with the Company or the period set forth in Section 9(c) below, which business includes the wireless backhaul industry (the “Business”). As used herein, the term “Protected Affiliates” means any Affiliate of the Company for which Executive provided services during the period of Executive’s employment with the Company, or about which Executive obtained Confidential Information during the period of Executive’s employment with the Company.

ii. appropriate any Business Opportunity of, or relating to, the Company or its Affiliates located in the Market Area, or engage in any activity that is detrimental to the Company or its Affiliates or that limits the Company's or an Affiliate's ability to fully exploit such Business Opportunities or prevents the benefits of such Business Opportunities from accruing to the Company or its Affiliates; or

iii. solicit any employee of the Company or its Affiliates to terminate his or her employment therewith.

(c) Timeframe of Non-Competition and Non-Solicitation Agreement. Executive agrees that the covenants of this Section 9 shall be enforceable during the period that Executive is employed by the Company and for a period of one year following the date that Executive is no longer employed by the Company, regardless of the reason for such termination.

(d) Because of the difficulty of measuring economic losses to the Company and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company and its Affiliates for which they would have no other adequate remedy, Executive agrees that the foregoing covenant may be enforced by the Company and its Affiliates, in the event of breach by Executive, by injunctions and restraining orders and that such enforcement shall not be the Company's and its Affiliates' exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and its Affiliates, both at law and in equity.

(e) The covenants in this Section 9 are severable and separate, and the unenforceability of any specific covenant (or any portion thereof) shall not affect the provisions of any other covenant (or any portion thereof). Moreover, in the event any court of competent jurisdiction or arbitrator, as applicable, shall determine that the scope, time, or territorial restrictions set forth in this Section 9 are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court or arbitrator deems reasonable, and this Agreement shall thereby be reformed.

(f) For purposes of this Section 9, the following terms shall have the following meanings:

i. "Business Opportunity" shall mean any commercial, investment, or other business opportunity relating to the Business.

ii. "Market Area" shall mean any location or geographic area within 75 miles of a location where the Company or its Affiliates conducts Business, or has plans to conduct Business of which Executive is aware, during the period of Executive's employment with the Company.

(g) All of the covenants in this Section 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

10. **Ownership of Intellectual Property**. Executive agrees that the Company or its applicable Affiliate shall own, and Executive hereby assigns, all right, title, and interest (including

patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas, and information authored, created, contributed to, made, or conceived or reduced to practice, in whole or in part, by Executive during the period that Executive is or has been employed or affiliated with the Company or any of its Affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation, or development, to the Company's or any of its Affiliates' business or actual or anticipated research or development, or (b) were developed on any amount of the Company's time or with the use of any of the Company's or its Affiliates' equipment, supplies, facilities, or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Executive will promptly disclose all Company Intellectual Property to the Company. All of Executive's works of authorship and associated copyrights created during the period that Executive is or has been employed by the Company or any of its Affiliates and in the scope of Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Executive agrees to perform, during and after the Employment Period, all reasonable acts deemed necessary by the Company to assist the Company or its applicable Affiliate, at the Company's or such Affiliate's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

11. Arbitration.

(a) Subject to Section 11(d), any dispute, controversy, or claim between Executive and the Company or any of its Affiliates arising out of or relating to this Agreement or Executive's employment with the Company or services provided to any Affiliate of the Company will be finally settled by arbitration in Austin, Texas before, and in accordance with the rules for the resolution of employment disputes then in effect of, the American Arbitration Association ("AAA"). The arbitration award shall be final and binding on both parties.

(b) Any arbitration conducted under this Section 11 shall be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously (and, if possible, within 90 days after the selection of the Arbitrator) hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony, and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony, and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction, or to an attorney-client or other privilege), and (ii) grant injunctive relief and enforce specific performance. The decision of the Arbitrator shall be rendered in writing, be final and binding upon the disputing parties, and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction; *provided* that the parties agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any disputing party.

(c) Each side shall share equally the cost of the arbitration and bear its own costs and attorneys' fees incurred in connection with any arbitration, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and fees to the other side.

(d) Notwithstanding Section 11(a), an application for emergency or temporary injunctive relief by either party (including any such application to enforce the provisions of Sections 8, 9, or 10 herein) shall not be subject to arbitration under this Section 11; *provided, however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section.

(e) By entering into this Agreement and entering into the arbitration provisions of this Section 11, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(f) Nothing in this Section 11 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award or (ii) joining another party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

12. **Defense of Claims.** Executive agrees that, during the Employment Period and thereafter, upon reasonable request from the Company, Executive will cooperate with the Company or its Affiliates in the defense of any claims or actions that may be made by or against the Company or its Affiliates that relate to Executive's actual or prior areas of responsibility, except if Executive's reasonable interests are adverse to the Company or its Affiliate(s), as applicable, in such claim or action. The Company agrees to pay or reimburse Executive for all of Executive's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with Executive's obligations under this Section 12, provided Executive provides reasonable documentation of same and obtains the Company's prior approval for incurring such expenses.

13. **Withholdings.** The Company may withhold and deduct from any payments made or to be made pursuant to this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Executive.

14. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. The words "herein," "hereof," "hereunder," and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. Unless the context requires otherwise, all references herein to an agreement, instrument, or other document shall be deemed to refer to such agreement, instrument, or other document as amended, supplemented, modified, and restated from time to time to the

extent permitted by the provisions thereof. All references to “dollars” or “\$” in this Agreement refer to United States dollars. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

15. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to the conflict of law principles thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 11 above and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in Delaware.

16. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein; moreover, this Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 16, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof (including the offer letter executed by Executive and the Company and dated January 2, 2020, and the amendment dated July 1, 2021) are hereby null and void and of no further force or effect, and this Agreement shall supersede all other agreements, written or oral, that purport to govern the terms of Executive’s employment (including Executive’s compensation) with the Company or any of its Affiliates. Notwithstanding anything in the preceding provisions of this Section 16 to the contrary, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all equity compensation agreements that may be entered into on or after the Effective Date between Executive and the Company or any of its Affiliates. This Agreement may be amended only by a written instrument executed by both parties hereto.

17. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

18. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement to any Affiliate or successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company, if such Affiliate or successor expressly agrees to assume the obligations of the Company hereunder. For the avoidance of doubt, the Company may assign its rights and obligations hereunder to any successor or any of its Affiliates including in conjunction with any corporate restructuring, simplification, or reorganization. In the event of any such assignment, the Company’s assignee shall have all rights and obligations of, and shall be deemed to be, the “Company” hereunder.

19. **Affiliates.** For purposes of this Agreement, the term “Affiliates” is defined as any person or entity Controlling, Controlled by, or Under Common Control with the Company. The term “Control,” including the correlative terms “Controlling,” “Controlled By,” and “Under Common Control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract, or otherwise) of a person or entity. For the purposes of the preceding sentence, Control shall be deemed to exist when a person or entity possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership, limited partnership, or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions), or (c) in the case of any other person or entity, more than 50% of the economic or beneficial interest therein.

20. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by air express overnight courier service, or (c) on the third business day following deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed, in each case, to the following address, as applicable:

1. If to the Company, addressed to: Aviat Networks, Inc.
200 Parker Dr. Ste 100A
Austin Texas 78728

Attention: Human Resources and Legal Departments

2. If to Executive, addressed to the most recent address the Company has in its employment records for Executive.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or “.pdf” or similar electronic format, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations.** Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive’s employment, any termination of Executive’s employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and each other Affiliate of the Company, as applicable, (b) an automatic resignation of Executive from the board of directors (or similar governing body) of the Company and each other Affiliate of the Company, as applicable, and (c) an automatic resignation from the board of directors or any similar governing body of any corporation, limited liability entity, or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company’s or such Affiliate’s designee or other representative (if applicable).

23. **Effect of Termination.** The provisions of Sections 6(f), 7-12, 22, and 24 and those provisions necessary to interpret and enforce them, shall survive any termination of the employment relationship between Executive and the Company.

24. **Third-Party Beneficiaries**. Each Affiliate of the Company shall be a third-party beneficiary of Executive's obligations under Sections 7, 8, 9, 10, and 22 and shall be entitled to enforce such obligations as if a party hereto.

25. **Severability**. Subject to Section 9(e), if an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement, and all other provisions (or part thereof) shall remain in full force and effect.

26. **Section 409A**. Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Termination Date (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

27. **Clawback**. To the extent required by Company policy, applicable law, government regulation, or any applicable securities exchange listing standards, amounts paid or payable under this Agreement or the LTIP shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company or any Affiliate of the Company including pursuant to applicable law, government regulation, or applicable securities exchange listing requirements, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement or the LTIP. The Company and its Affiliates reserve the right, without the consent of Executive, to adopt any such clawback policies and procedures that are consistent with the preceding sentence, including such policies and procedures applicable to this Agreement and the LTIP with retroactive effect.

28. **Section 280G**. Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from the Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's

“base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary (or whether Executive would be subject to such excise tax) shall be made at the expense of the Company by a firm of independent accountants, a law firm, or other valuation specialist selected by the Board in good faith prior to the consummation of the applicable change in control transaction, and the applicable independent accountants, law firm, or other valuation specialist shall consider the value of Executive’s restrictive covenants (including the non-competition restrictions set forth herein) as part of its analysis. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times Executive’s base amount, then Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require the Company to provide a gross-up payment to Executive with respect to Executive’s excise tax liabilities under Section 4999 of the Code.

[The remainder of this page was left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed in its name and on its behalf, effective for all purposes as provided above.

EXECUTIVE

/s/ Peter A. Smith
Peter A. Smith

Aviat U.S., Inc.

/s/ John Mutch
John Mutch
Chairman of the Board of Directors
Aviat Networks, Inc.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of April 15, 2024 (the “Effective Date”) by and between Aviat U.S., Inc., a Delaware corporation (the “Company”), and David M. Gray (“Executive”).

1. **Employment**. During the period commencing on the Effective Date and for the duration of the Employment Period (as defined in Section 4 below), the Company shall employ Executive, and Executive shall serve as Senior Vice President and Chief Financial Officer of the Company.

2. **Duties and Responsibilities of Executive**.

(a) During the Employment Period, Executive shall devote Executive’s full business time and attention to the business of the Company and its Affiliates, as applicable, and will not hold any outside employment or consulting position (without prior approval of the Board/Chief Executive Officer). Executive’s duties pursuant to this Agreement will include those normally incidental to the position identified in Section 1 of this Agreement, as well as such additional duties as may be assigned to Executive by the Company from time to time.

(b) Executive represents and covenants that Executive is not the subject of or a party to any employment agreement, non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, covenant, understanding, or restriction that would prohibit Executive from executing this Agreement and fully performing Executive’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to Executive hereunder.

(c) Executive acknowledges and agrees that Executive owes the Company and its Affiliates fiduciary duties, including duties of care, loyalty, fidelity, and allegiance, such that Executive shall act at all times in the best interests of the Company and its Affiliates and shall not appropriate any business opportunity of the Company or its Affiliates for Executive. Executive agrees that the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Executive owes the Company and its Affiliates under common law. The Executive and Company both acknowledge and agree that Executive may provide services (including as an executive, employee, director, or otherwise) to multiple Affiliates of the Company and, in providing such services, Executive will not be violating Executive’s obligations hereunder so long as Executive abides by the terms of Sections 7, 8, and 9 below in the course of performing such services.

(d) During the Employment Period, you will report directly to Peter A. Smith, Chief Executive Officer.

3. **Compensation**.

(a) **Base Salary**. As of the Effective Date, Executive’s annualized base salary shall be \$364,208.26 (the “Base Salary”). The Base Salary shall be provided in consideration for Executive’s services under this Agreement, and payable on a not less than biweekly basis, in conformity with the Company’s customary payroll practices for executives as in effect from time to time and subject to all withholdings and deductions as detailed in Section 13 below.

(b) Annual Bonus. During the Employment Period, Executive shall be eligible for discretionary bonus compensation for the 2024 fiscal year and each subsequent complete fiscal year that Executive is employed by the Company hereunder (each, a “Bonus Year”) pursuant to the applicable incentive or bonus compensation plan of the Company, if any, that is applicable to similarly situated executives of the Company (each, an “Annual Bonus”). Each Annual Bonus shall have a target value that is not less than 50% of Executive’s Base Salary as in effect on the first day of the Bonus Year to which such Annual Bonus relates (the “Target Annual Bonus”); *provided, however*, that the Target Annual Bonus for the 2024 fiscal year shall have a target value of not less than \$182,104.13. The performance targets that must be achieved in order to realize certain bonus levels shall be established by the board of directors of the Company (the “Board”) or a committee thereof annually, in its sole discretion, and communicated to Executive in accordance with terms of the applicable incentive or bonus plan, if any, or if no such plan has been adopted, within the first 90 days of each applicable Bonus Year following 2024. Each Annual Bonus, if any, will be paid as soon as administratively feasible after the Board or a committee thereof certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than October 15 following the end of such Bonus Year. Unless otherwise set forth herein, Executive must remain continuously employed by the Company or an Affiliate thereof through the payment date of the Annual Bonus to be eligible to receive payment of the Annual Bonus.

(c) Long-Term Incentive Plan. With respect to the 2024 fiscal year and each subsequent fiscal year during the Employment Period, Executive shall be eligible to receive annual awards under the Company’s equity compensation plan as in effect from time to time (the “LTIP”) with a target value equal to 50% of Executive’s Base Salary as in effect on the first day of such fiscal year (the “Target Annual LTIP Award”). All awards granted to Executive under the LTIP, if any, shall be on such terms and conditions as the Board, or a committee thereof, shall determine from time to time and shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Executive any rights to any amount or type of grant or award except as provided in such award to Executive provided in writing and authorized by the Board (or a committee thereof).

4. Term of Employment. The current term of Executive’s employment under this Agreement is the period commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Current Term”). On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of Executive’s employment under this Agreement shall automatically renew and extend for a period of 12 months (each such 12-month period being a “Renewal Term”) unless written notice of non-renewal is delivered by either party to the other not less than 60 days prior to the expiration of the then-existing Current Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 6 of this Agreement. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Executive’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “Employment Period.”

5. **Reimbursement of Business Expenses; Benefits.** Subject to the terms and conditions of this Agreement, Executive shall be entitled to the following reimbursements and benefits during the Employment Period:

(a) **Reimbursement of Business Expenses.** The Company agrees to reimburse Executive for Executive's reasonable business-related expenses incurred in the performance of Executive's duties under this Agreement; *provided* that Executive timely submits all documentation for such reimbursement, as required by Company policy in effect from time-to-time. Any reimbursement of expenses under this Section 5(a) or Section 12 shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the expense is incurred by Executive); *provided, however,* that, upon the termination of Executive's employment with the Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of such termination (or, if earlier, prior to the date of Executive's death) to the extent such payment delay is required under Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). In no event shall any reimbursement be made to Executive for such expenses incurred after the date that is five years after the date of the termination of Executive's employment with the Company. Executive is not permitted to receive a payment in lieu of reimbursement under this Section 5(a) or Section 12.

(b) **Benefits.** Executive shall be eligible to participate in the same benefit plans or fringe benefit policies or programs in which other similarly situated Company employees are eligible to participate, subject to applicable eligibility requirements and the terms and conditions of such plans, policies, and programs as in effect from time to time. The Company shall not, by reason of this Section 5(b), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plans, policies, and programs, so long as such changes are similarly applicable to similarly situated Company employees generally.

6. **Termination of Employment.**

(a) **Company's Right to Terminate Executive's Employment for Cause.** The Company shall have the right to terminate Executive's employment at any time for Cause. For purposes of this Agreement, "Cause" shall mean Executive's:

i. material breach of any policy established by the Company or any of its Affiliates including but not limited to policies regarding bribery and harassment and any other policies applicable to Executive;

ii. engaging in acts of disloyalty to the Company or its Affiliates, including fraud, embezzlement, theft, commission of a felony, or proven dishonesty; or

iii. willful misconduct in the performance of, or willful failure to perform a material function of, Executive's duties under this Agreement.

(b) **Company's Right to Terminate for Convenience.** The Company shall have the right to terminate Executive's employment without Cause, with or without notice, at any time and for any reason or no reason at all.

(c) Executive's Right to Terminate for Good Reason. Executive shall have the right to terminate Executive's employment with the Company at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

- i. a material diminution in Executive's authority, duties, title, or responsibilities;
- ii. a material diminution in Executive's Base Salary, Target Annual Bonus, or Target Annual LTIP Award;
- iii. the relocation of the geographic location of Executive's principal place of employment by more than 100 miles from the location of Executive's principal place of employment as of the Effective Date; or
- iv. the Company's delivery of a written notice of non-renewal of this Agreement to Executive.

Notwithstanding the foregoing provisions of this Section 6(c) or any other provision of this Agreement to the contrary, any assertion by Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 6(c)(i), (ii), (iii), or (iv) giving rise to Executive's termination of Executive's employment must have arisen without Executive's written consent; (B) Executive must provide written notice to the Company of such condition within 30 days of the date on which Executive knew of the existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of Executive's termination of Executive's employment must occur within 30 days after the end of such cure period.

(d) Death or Disability. Executive's employment with the Company shall terminate upon the death or Disability of Executive. For purposes of this Agreement, a "Disability" shall exist if Executive is unable to perform the essential functions of Executive's position, with reasonable accommodation (if applicable), due to an illness or physical or mental impairment or other incapacity that continues for a period in excess of 90 days, whether consecutive or not, in any period of 365 consecutive days. The determination of a Disability will be made by the Company after obtaining an opinion from a doctor of the Company's choosing. Executive agrees to provide such information and participate in such examinations as may be reasonably required by said doctor in order to form his or her opinion. If requested by the Company, Executive shall submit to a mental or physical examination to be performed by an independent physician selected by the Company to assist the Company in making such determination.

(e) Executive's Right to Terminate for Convenience. Executive shall have the right to terminate Executive's employment with the Company for convenience at any time upon 60 days' advance written notice to the Company; *provided* that if Executive provides a notice of termination pursuant to this Section 6(e), the Company may designate an earlier termination date than that specified in Executive's notice. The Company's designation of such an earlier date will not change the nature of Executive's termination, which will still be deemed a voluntary resignation by Executive pursuant to this Section 6(e).

(f) Effect of Termination.

i. If Executive's employment hereunder shall terminate (1) pursuant to Section 4 at the expiration of the then-existing Current Term or Renewal Term, as applicable, as a result of a non-renewal of this Agreement by Executive or (2) pursuant to Section 6(a) or 6(e), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that Executive shall be entitled to (x) payment of all earned, unpaid Base Salary within 30 days of Executive's last day of employment (which, for the avoidance of doubt, shall be earlier of the date that is 60 days following Executive's notice of resignation or the Company's designation of an earlier termination date, as applicable), or earlier if required by law, (y) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 5(a) and Section 12, and (z) benefits to which Executive may be entitled pursuant to the terms of any plan or policy described in Section 5(b).

ii. If Executive's employment terminates (1) pursuant to Section 6(b) or 6(c) or (2) due to Executive's death or Disability pursuant to Section 6(d), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that (I) Executive shall be entitled to receive the compensation and benefits described in clauses (x) through (z) of Section 6(f)(i); and (II) if Executive executes, on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims in a form satisfactory to the Company (which shall be substantially similar to the form of release attached hereto as Exhibit A) (the "Release"), then, *provided* that Executive abides by the terms of Sections 7, 8, 9, 10, and 12:

A. The Company shall pay to Executive an amount (the "Severance Payment") equal to the product of (x) 1.0 (and, if such termination occurs within three months preceeding or 12 months following a Change in Control (as defined below), 1.0) and (y) the sum of Executive's Base Salary as in effect on the date of the termination of Executive's employment (the "Termination Date") and Executive's prorated Annual Bonus as of the Termination Date (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, the target bonus). The Severance Payment will be paid in a lump sum, subject to all applicable taxes on or before the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Termination Date.

B. All outstanding awards granted to Executive pursuant to the LTIP prior to the Termination Date that remain unvested as of the Termination Date shall remain unvested (or, if such termination occurs within three months preceeding or 12 months following a Change in Control time-based equity will be accelerated at 100% and Performance-based awards will be 100% accelerated for awards based on actual performance (if determinable) or target).

C. If Executive timely and properly elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), similar in the amounts and types of coverage provided by the Company to Executive prior to the Termination Date, then during the COBRA Continuation Period (as defined below), the Company shall promptly reimburse Executive on a monthly basis for the entire amount Executive pays to effect and continue such coverage ("COBRA Benefit"). Each payment of the COBRA Benefit shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 6(f)(ii)(C) to the contrary, (x) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (y) if the provision of the benefit described in this Section 6(f)(ii)(C) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to Executive without such adverse impact on the Company.

As used herein, the "COBRA Continuation Period" shall mean the period beginning on the first day of the first calendar month following the Termination Date and continuing for a number of months thereafter equal to 12 months (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 18 months); *provided, however*, that the COBRA Continuation Period shall immediately terminate upon the earlier of (1) the time Executive becomes eligible to be covered under a group health plan sponsored by another employer (and Executive shall promptly notify the Company in the event that Executive becomes so eligible) or (2) the date Executive is no longer eligible to receive COBRA continuation coverage. For purposes of this Section 6(f)(ii), in the event of Executive's death, references to Executive (other than in Section 6(f)(ii)(C)) shall include Executive's estate, and references to Executive in Section 6(f)(ii)(C) shall include Executive's spouse and eligible dependents, if any, who are "qualified beneficiaries" (within the meaning of COBRA and the regulations thereunder) with respect to Executive's death.

iii. Executive acknowledges Executive's understanding that if the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Executive, then Executive shall not be entitled to any payments or benefits pursuant to Section 6(f)(ii). As used herein, the "Release Expiration Date" is that date that is 21 days following the date upon which the Company delivers the Release to Executive (which shall occur no later than seven days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other

employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date.

iv. For purposes of this Agreement, a “Change in Control” shall mean the occurrence of one or more of the following transactions following the Effective Date:

A. the sale or disposal by the Company of all or substantially all of its assets to any person other than an Affiliate of the Company;

B. the merger or consolidation of the Company with or into another partnership, corporation, or other entity, other than a merger or consolidation in which the equityholders in the Company immediately prior to such transaction retain a greater than 50% equity interest in the surviving entity; or

C. the acquisition by any person or group (as defined in Section 13d(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”)) of the beneficial ownership (as defined in Section 13d(d)(3) of the Exchange Act) of more than 50% of the equity of the Company entitled to vote in the election of the Company’s directors (or the persons performing the functions of directors).

(g) Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of Section 409A(a)(2)(A)(i) of the Code; *provided, however*, that whether such a separation from service has occurred shall be determined based upon a reasonably anticipated permanent reduction in the level of bona fide services to be performed to no more than 25% of the average level of bona fide services provided in the immediately preceding 36 months.

7. Conflicts of Interest; Disclosure of Opportunities. Executive agrees that Executive shall promptly disclose to the Board any conflict of interest involving Executive upon Executive becoming aware of such conflict.

8. Confidentiality. Executive acknowledges and agrees that, in the course of Executive’s employment with the Company, Executive has been provided with and had access to (and, during the Employment Period, Executive will continue to be provided with, and have access to) valuable Confidential Information (as defined below). In consideration of Executive’s receipt of and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Executive’s employment hereunder, Executive agrees to comply with this Section 8.

(a) Executive covenants and agrees, both during the Employment Period and thereafter, that, except as expressly permitted by this Agreement or by directive of the Board, Executive shall not disclose any Confidential Information to any person and shall not use any Confidential Information except for the benefit of the Company or any of its Affiliates. Executive shall take all reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The covenants in this Section 8(a) shall apply to all Confidential

Information, whether now known or later to become known to Executive during the Employment Period.

(b) Notwithstanding Section 8(a), Executive may make the following disclosures and uses of Confidential Information:

- i. disclosures to other executives or employees of the Company or its Affiliates who have a need to know the information in connection with the business of the Company or its Affiliates;
- ii. disclosures and uses that are incidental to Executive's provision of services to the Company and its Affiliates consistent with the terms of this Agreement or that are approved by the Board;
- iii. disclosures for the purpose of complying with any applicable laws or regulatory requirements; or
- iv. disclosures that Executive is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by law.

(c) Upon the end of Executive's employment with the Company and at any other time upon request of the Company, Executive shall surrender and deliver to the Company all documents (including electronically stored information) and other material of any nature containing or pertaining to all Confidential Information in Executive's possession and shall not retain any such document or other material. Within ten (10) days of any such request, Executive shall certify to the Company in writing that all such materials have been returned to the Company.

(d) All non-public information, designs, ideas, concepts, improvements, product developments, discoveries, and inventions, whether patentable or not, that are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during the period Executive is or has been employed or affiliated with the Company or any of its Affiliates (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to the Company's or any of its Affiliates' business or properties, products, or services (including all such information relating to corporate opportunities, business plans, trade secrets, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voicemail, electronic databases, maps, drawings, architectural renditions, models, and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression are and shall be the sole and exclusive property of the Company or its Affiliates and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement.

(e) Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law, (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities, (iii) testifying, participating, or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (y) is made to Executive’s attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law, or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company or its Affiliates before engaging in any conduct described in this Section 8(e), or to notify the Company or its Affiliates that Executive has engaged in any such conduct.

9. **Non-Competition; Non-Solicitation.**

(a) The Company shall continue to provide Executive access to Confidential Information for use only during the period of Executive’s employment with the Company, and Executive acknowledges and agrees that the Company will be entrusting Executive, in Executive’s unique and special capacity, with continuing to develop the goodwill of the Company, and in consideration thereof and in consideration of the continued access to Confidential Information, and as a condition of Executive’s employment hereunder, Executive has voluntarily agreed to the covenants set forth in this Section 9. Executive further agrees and acknowledges that the limitations and restrictions set forth herein, including the geographical and temporal restrictions on certain competitive activities, are reasonable in all respects and are material and substantial parts of this Agreement intended and necessary to protect the Company’s legitimate business interests, including the preservation of its Confidential Information and goodwill.

(b) Executive agrees that, during the period set forth in Section 9(c) below, Executive shall not, without the prior written approval of the Company, directly or indirectly, for Executive or on behalf of or in conjunction with any other person or entity of whatever nature:

i. engage or participate within the Market Area in competition with the Company in any business in which either the Company or its Protected Affiliates engaged in, or had plans to become engaged in of which Executive was aware during the period of Executive’s employment with the Company or the period set forth in Section 9(c) below, which business includes the wireless backhaul industry (the “Business”). As used herein, the term “Protected Affiliates” means any Affiliate of the Company for which Executive provided services during the period of Executive’s employment with the Company, or about which Executive obtained Confidential Information during the period of Executive’s employment with the Company.

ii. appropriate any Business Opportunity of, or relating to, the Company or its Affiliates located in the Market Area, or engage in any activity that is detrimental to the Company or its Affiliates or that limits the Company's or an Affiliate's ability to fully exploit such Business Opportunities or prevents the benefits of such Business Opportunities from accruing to the Company or its Affiliates; or

iii. solicit any employee of the Company or its Affiliates to terminate his or her employment therewith.

(c) Timeframe of Non-Competition and Non-Solicitation Agreement. Executive agrees that the covenants of this Section 9 shall be enforceable during the period that Executive is employed by the Company and for a period of one year following the date that Executive is no longer employed by the Company, regardless of the reason for such termination.

(d) Because of the difficulty of measuring economic losses to the Company and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company and its Affiliates for which they would have no other adequate remedy, Executive agrees that the foregoing covenant may be enforced by the Company and its Affiliates, in the event of breach by Executive, by injunctions and restraining orders and that such enforcement shall not be the Company's and its Affiliates' exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and its Affiliates, both at law and in equity.

(e) The covenants in this Section 9 are severable and separate, and the unenforceability of any specific covenant (or any portion thereof) shall not affect the provisions of any other covenant (or any portion thereof). Moreover, in the event any court of competent jurisdiction or arbitrator, as applicable, shall determine that the scope, time, or territorial restrictions set forth in this Section 9 are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court or arbitrator deems reasonable, and this Agreement shall thereby be reformed.

(f) For purposes of this Section 9, the following terms shall have the following meanings:

i. "Business Opportunity" shall mean any commercial, investment, or other business opportunity relating to the Business.

ii. "Market Area" shall mean any location or geographic area within 75 miles of a location where the Company or its Affiliates conducts Business, or has plans to conduct Business of which Executive is aware, during the period of Executive's employment with the Company.

(g) All of the covenants in this Section 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

10. **Ownership of Intellectual Property**. Executive agrees that the Company or its applicable Affiliate shall own, and Executive hereby assigns, all right, title, and interest (including

patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas, and information authored, created, contributed to, made, or conceived or reduced to practice, in whole or in part, by Executive during the period that Executive is or has been employed or affiliated with the Company or any of its Affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation, or development, to the Company's or any of its Affiliates' business or actual or anticipated research or development, or (b) were developed on any amount of the Company's time or with the use of any of the Company's or its Affiliates' equipment, supplies, facilities, or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Executive will promptly disclose all Company Intellectual Property to the Company. All of Executive's works of authorship and associated copyrights created during the period that Executive is or has been employed by the Company or any of its Affiliates and in the scope of Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Executive agrees to perform, during and after the Employment Period, all reasonable acts deemed necessary by the Company to assist the Company or its applicable Affiliate, at the Company's or such Affiliate's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

11. Arbitration.

(a) Subject to Section 11(d), any dispute, controversy, or claim between Executive and the Company or any of its Affiliates arising out of or relating to this Agreement or Executive's employment with the Company or services provided to any Affiliate of the Company will be finally settled by arbitration in Austin, Texas before, and in accordance with the rules for the resolution of employment disputes then in effect of, the American Arbitration Association ("AAA"). The arbitration award shall be final and binding on both parties.

(b) Any arbitration conducted under this Section 11 shall be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously (and, if possible, within 90 days after the selection of the Arbitrator) hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony, and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony, and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction, or to an attorney-client or other privilege), and (ii) grant injunctive relief and enforce specific performance. The decision of the Arbitrator shall be rendered in writing, be final and binding upon the disputing parties, and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction; *provided* that the parties agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any disputing party.

(c) Each side shall share equally the cost of the arbitration and bear its own costs and attorneys' fees incurred in connection with any arbitration, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and fees to the other side.

(d) Notwithstanding Section 11(a), an application for emergency or temporary injunctive relief by either party (including any such application to enforce the provisions of Sections 8, 9, or 10 herein) shall not be subject to arbitration under this Section 11; *provided, however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section.

(e) By entering into this Agreement and entering into the arbitration provisions of this Section 11, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(f) Nothing in this Section 11 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award or (ii) joining another party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

12. **Defense of Claims.** Executive agrees that, during the Employment Period and thereafter, upon reasonable request from the Company, Executive will cooperate with the Company or its Affiliates in the defense of any claims or actions that may be made by or against the Company or its Affiliates that relate to Executive's actual or prior areas of responsibility, except if Executive's reasonable interests are adverse to the Company or its Affiliate(s), as applicable, in such claim or action. The Company agrees to pay or reimburse Executive for all of Executive's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with Executive's obligations under this Section 12, provided Executive provides reasonable documentation of same and obtains the Company's prior approval for incurring such expenses.

13. **Withholdings.** The Company may withhold and deduct from any payments made or to be made pursuant to this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Executive.

14. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. The words "herein," "hereof," "hereunder," and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. Unless the context requires otherwise, all references herein to an agreement, instrument, or other document shall be deemed to refer to such agreement, instrument, or other document as amended, supplemented, modified, and restated from time to time to the

extent permitted by the provisions thereof. All references to “dollars” or “\$” in this Agreement refer to United States dollars. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

15. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to the conflict of law principles thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 11 above and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in Delaware.

16. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein; moreover, this Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 16, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof (including the offer letter executed by Executive and the Company and dated September 21, 2021) are hereby null and void and of no further force or effect, and this Agreement shall supersede all other agreements, written or oral, that purport to govern the terms of Executive’s employment (including Executive’s compensation) with the Company or any of its Affiliates. Notwithstanding anything in the preceding provisions of this Section 16 to the contrary, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all equity compensation agreements that may be entered into on or after the Effective Date between Executive and the Company or any of its Affiliates. This Agreement may be amended only by a written instrument executed by both parties hereto.

17. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

18. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement to any Affiliate or successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company, if such Affiliate or successor expressly agrees to assume the obligations of the Company hereunder. For the avoidance of doubt, the Company may assign its rights and obligations hereunder to any successor or any of its Affiliates including in conjunction with any corporate restructuring, simplification, or reorganization. In the event of any such assignment, the Company’s assignee shall have all rights and obligations of, and shall be deemed to be, the “Company” hereunder.

19. **Affiliates.** For purposes of this Agreement, the term “Affiliates” is defined as any person or entity Controlling, Controlled by, or Under Common Control with the Company. The

term “Control,” including the correlative terms “Controlling,” “Controlled By,” and “Under Common Control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract, or otherwise) of a person or entity. For the purposes of the preceding sentence, Control shall be deemed to exist when a person or entity possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership, limited partnership, or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions), or (c) in the case of any other person or entity, more than 50% of the economic or beneficial interest therein.

20. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by air express overnight courier service, or (c) on the third business day following deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed, in each case, to the following address, as applicable:

1. If to the Company, addressed to: Aviat Networks, Inc.
200 Parker Dr. Ste 100A
Austin Texas 78728

Attention: Human Resources and Legal Departments

2. If to Executive, addressed to the most recent address the Company has in its employment records for Executive.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or “.pdf” or similar electronic format, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations.** Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive’s employment, any termination of Executive’s employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and each other Affiliate of the Company, as applicable, (b) an automatic resignation of Executive from the board of directors (or similar governing body) of the Company and each other Affiliate of the Company, as applicable, and (c) an automatic resignation from the board of directors or any similar governing body of any corporation, limited liability entity, or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company’s or such Affiliate’s designee or other representative (if applicable).

23. **Effect of Termination.** The provisions of Sections 6(f), 7-12, 22, and 24 and those provisions necessary to interpret and enforce them, shall survive any termination of the employment relationship between Executive and the Company.

24. **Third-Party Beneficiaries**. Each Affiliate of the Company shall be a third-party beneficiary of Executive's obligations under Sections 7, 8, 9, 10, and 22 and shall be entitled to enforce such obligations as if a party hereto.

25. **Severability**. Subject to Section 9(e), if an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement, and all other provisions (or part thereof) shall remain in full force and effect.

26. **Section 409A**. Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Termination Date (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

27. **Clawback**. To the extent required by Company policy, applicable law, government regulation, or any applicable securities exchange listing standards, amounts paid or payable under this Agreement or the LTIP shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company or any Affiliate of the Company including pursuant to applicable law, government regulation, or applicable securities exchange listing requirements, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement or the LTIP. The Company and its Affiliates reserve the right, without the consent of Executive, to adopt any such clawback policies and procedures that are consistent with the preceding sentence, including such policies and procedures applicable to this Agreement and the LTIP with retroactive effect.

28. **Section 280G**. Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from the Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's

“base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary (or whether Executive would be subject to such excise tax) shall be made at the expense of the Company by a firm of independent accountants, a law firm, or other valuation specialist selected by the Board in good faith prior to the consummation of the applicable change in control transaction, and the applicable independent accountants, law firm, or other valuation specialist shall consider the value of Executive’s restrictive covenants (including the non-competition restrictions set forth herein) as part of its analysis. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times Executive’s base amount, then Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require the Company to provide a gross-up payment to Executive with respect to Executive’s excise tax liabilities under Section 4999 of the Code.

[The remainder of this page was left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed in its name and on its behalf, effective for all purposes as provided above.

EXECUTIVE

/s/ David M. Gray
David M. Gray

Aviat U.S., Inc.

/s/ Peter A. Smith
Peter A. Smith
President, CEO

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of April 15, 2024 (the “Effective Date”) by and between Aviat U.S., Inc., a Delaware corporation (the “Company”), and Erin R. Boase (“Executive”).

1. **Employment.** During the period commencing on the Effective Date and for the duration of the Employment Period (as defined in Section 4 below), the Company shall employ Executive, and Executive shall serve as General Counsel & Vice President, Legal Affairs of the Company.

2. **Duties and Responsibilities of Executive.**

(a) During the Employment Period, Executive shall devote Executive’s full business time and attention to the business of the Company and its Affiliates, as applicable, and will not hold any outside employment or consulting position (without prior approval of the Board/Chief Executive Officer). Executive’s duties pursuant to this Agreement will include those normally incidental to the position identified in Section 1 of this Agreement, as well as such additional duties as may be assigned to Executive by the Company from time to time.

(b) Executive represents and covenants that Executive is not the subject of or a party to any employment agreement, non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, covenant, understanding, or restriction that would prohibit Executive from executing this Agreement and fully performing Executive’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to Executive hereunder.

(c) Executive acknowledges and agrees that Executive owes the Company and its Affiliates fiduciary duties, including duties of care, loyalty, fidelity, and allegiance, such that Executive shall act at all times in the best interests of the Company and its Affiliates and shall not appropriate any business opportunity of the Company or its Affiliates for Executive. Executive agrees that the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Executive owes the Company and its Affiliates under common law. The Executive and Company both acknowledge and agree that Executive may provide services (including as an executive, employee, director, or otherwise) to multiple Affiliates of the Company and, in providing such services, Executive will not be violating Executive’s obligations hereunder so long as Executive abides by the terms of Sections 7, 8, and 9 below in the course of performing such services.

(d) During the Employment Period, you will report directly to Peter A. Smith, Chief Executive Officer.

3. **Compensation.**

(a) **Base Salary.** As of the Effective Date, Executive’s annualized base salary shall be \$318,000.02 (the “Base Salary”). The Base Salary shall be provided in consideration for Executive’s services under this Agreement, and payable on a not less than biweekly basis, in conformity with the Company’s customary payroll practices for executives as in effect from time to time and subject to all withholdings and deductions as detailed in Section 13 below.

(b) Annual Bonus. During the Employment Period, Executive shall be eligible for discretionary bonus compensation for the 2024 fiscal year and each subsequent complete fiscal year that Executive is employed by the Company hereunder (each, a “Bonus Year”) pursuant to the applicable incentive or bonus compensation plan of the Company, if any, that is applicable to similarly situated executives of the Company (each, an “Annual Bonus”). Each Annual Bonus shall have a target value that is not less than 40% of Executive’s Base Salary as in effect on the first day of the Bonus Year to which such Annual Bonus relates (the “Target Annual Bonus”); *provided, however*, that the Target Annual Bonus for the 2024 fiscal year shall have a target value of not less than \$127,200.01. The performance targets that must be achieved in order to realize certain bonus levels shall be established by the board of directors of the Company (the “Board”) or a committee thereof annually, in its sole discretion, and communicated to Executive in accordance with terms of the applicable incentive or bonus plan, if any, or if no such plan has been adopted, within the first 90 days of each applicable Bonus Year following 2024. Each Annual Bonus, if any, will be paid as soon as administratively feasible after the Board or a committee thereof certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than October 15 following the end of such Bonus Year. Unless otherwise set forth herein, Executive must remain continuously employed by the Company or an Affiliate thereof through the payment date of the Annual Bonus to be eligible to receive payment of the Annual Bonus.

(c) Long-Term Incentive Plan. With respect to the 2024 fiscal year and each subsequent fiscal year during the Employment Period, Executive shall be eligible to receive annual awards under the Company’s equity compensation plan as in effect from time to time (the “LTIP”) with a target value equal to 40% of Executive’s Base Salary as in effect on the first day of such fiscal year (the “Target Annual LTIP Award”). All awards granted to Executive under the LTIP, if any, shall be on such terms and conditions as the Board, or a committee thereof, shall determine from time to time and shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Executive any rights to any amount or type of grant or award except as provided in such award to Executive provided in writing and authorized by the Board (or a committee thereof).

4. Term of Employment. The current term of Executive’s employment under this Agreement is the period commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Current Term”). On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of Executive’s employment under this Agreement shall automatically renew and extend for a period of 12 months (each such 12-month period being a “Renewal Term”) unless written notice of non-renewal is delivered by either party to the other not less than 60 days prior to the expiration of the then-existing Current Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 6 of this Agreement. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Executive’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “Employment Period.”

5. **Reimbursement of Business Expenses; Benefits.** Subject to the terms and conditions of this Agreement, Executive shall be entitled to the following reimbursements and benefits during the Employment Period:

(a) **Reimbursement of Business Expenses.** The Company agrees to reimburse Executive for Executive's reasonable business-related expenses incurred in the performance of Executive's duties under this Agreement; *provided* that Executive timely submits all documentation for such reimbursement, as required by Company policy in effect from time-to-time. Any reimbursement of expenses under this Section 5(a) or Section 12 shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the expense is incurred by Executive); *provided, however,* that, upon the termination of Executive's employment with the Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of such termination (or, if earlier, prior to the date of Executive's death) to the extent such payment delay is required under Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). In no event shall any reimbursement be made to Executive for such expenses incurred after the date that is five years after the date of the termination of Executive's employment with the Company. Executive is not permitted to receive a payment in lieu of reimbursement under this Section 5(a) or Section 12.

(b) **Benefits.** Executive shall be eligible to participate in the same benefit plans or fringe benefit policies or programs in which other similarly situated Company employees are eligible to participate, subject to applicable eligibility requirements and the terms and conditions of such plans, policies, and programs as in effect from time to time. The Company shall not, by reason of this Section 5(b), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plans, policies, and programs, so long as such changes are similarly applicable to similarly situated Company employees generally.

6. **Termination of Employment.**

(a) **Company's Right to Terminate Executive's Employment for Cause.** The Company shall have the right to terminate Executive's employment at any time for Cause. For purposes of this Agreement, "Cause" shall mean Executive's:

i. material breach of any policy established by the Company or any of its Affiliates including but not limited to policies regarding bribery and harassment and any other policies applicable to Executive;

ii. engaging in acts of disloyalty to the Company or its Affiliates, including fraud, embezzlement, theft, commission of a felony, or proven dishonesty; or

iii. willful misconduct in the performance of, or willful failure to perform a material function of, Executive's duties under this Agreement.

(b) **Company's Right to Terminate for Convenience.** The Company shall have the right to terminate Executive's employment without Cause, with or without notice, at any time and for any reason or no reason at all.

(c) Executive's Right to Terminate for Good Reason. Executive shall have the right to terminate Executive's employment with the Company at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

- i. a material diminution in Executive's authority, duties, title, or responsibilities;
- ii. a material diminution in Executive's Base Salary, Target Annual Bonus, or Target Annual LTIP Award;
- iii. the relocation of the geographic location of Executive's principal place of employment by more than 100 miles from the location of Executive's principal place of employment as of the Effective Date; or
- iv. the Company's delivery of a written notice of non-renewal of this Agreement to Executive.

Notwithstanding the foregoing provisions of this Section 6(c) or any other provision of this Agreement to the contrary, any assertion by Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 6(c)(i), (ii), (iii), or (iv) giving rise to Executive's termination of Executive's employment must have arisen without Executive's written consent; (B) Executive must provide written notice to the Company of such condition within 30 days of the date on which Executive knew of the existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of Executive's termination of Executive's employment must occur within 30 days after the end of such cure period.

(d) Death or Disability. Executive's employment with the Company shall terminate upon the death or Disability of Executive. For purposes of this Agreement, a "Disability" shall exist if Executive is unable to perform the essential functions of Executive's position, with reasonable accommodation (if applicable), due to an illness or physical or mental impairment or other incapacity that continues for a period in excess of 90 days, whether consecutive or not, in any period of 365 consecutive days. The determination of a Disability will be made by the Company after obtaining an opinion from a doctor of the Company's choosing. Executive agrees to provide such information and participate in such examinations as may be reasonably required by said doctor in order to form his or her opinion. If requested by the Company, Executive shall submit to a mental or physical examination to be performed by an independent physician selected by the Company to assist the Company in making such determination.

(e) Executive's Right to Terminate for Convenience. Executive shall have the right to terminate Executive's employment with the Company for convenience at any time upon 60 days' advance written notice to the Company; *provided* that if Executive provides a notice of termination pursuant to this Section 6(e), the Company may designate an earlier termination date than that specified in Executive's notice. The Company's designation of such an earlier date will not change the nature of Executive's termination, which will still be deemed a voluntary resignation by Executive pursuant to this Section 6(e).

(f) Effect of Termination.

i. If Executive's employment hereunder shall terminate (1) pursuant to Section 4 at the expiration of the then-existing Current Term or Renewal Term, as applicable, as a result of a non-renewal of this Agreement by Executive or (2) pursuant to Section 6(a) or 6(e), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that Executive shall be entitled to (x) payment of all earned, unpaid Base Salary within 30 days of Executive's last day of employment (which, for the avoidance of doubt, shall be earlier of the date that is 60 days following Executive's notice of resignation or the Company's designation of an earlier termination date, as applicable), or earlier if required by law, (y) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 5(a) and Section 12, and (z) benefits to which Executive may be entitled pursuant to the terms of any plan or policy described in Section 5(b).

ii. If Executive's employment terminates (1) pursuant to Section 6(b) or 6(c) or (2) due to Executive's death or Disability pursuant to Section 6(d), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that (I) Executive shall be entitled to receive the compensation and benefits described in clauses (x) through (z) of Section 6(f)(i); and (II) if Executive executes, on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims in a form satisfactory to the Company (which shall be substantially similar to the form of release attached hereto as Exhibit A) (the "Release"), then, *provided* that Executive abides by the terms of Sections 7, 8, 9, 10, and 12:

A. The Company shall pay to Executive an amount (the "Severance Payment") equal to the product of (x) 1.0 (and, if such termination occurs within three months preceeding or 12 months following a Change in Control (as defined below), 1.0) and (y) the sum of Executive's Base Salary as in effect on the date of the termination of Executive's employment (the "Termination Date") and Executive's prorated Annual Bonus as of the Termination Date (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, the target bonus). The Severance Payment will be paid in a lump sum, subject to all applicable taxes on or before the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Termination Date.

B. All outstanding awards granted to Executive pursuant to the LTIP prior to the Termination Date that remain unvested as of the Termination Date shall remain unvested (or, if such termination occurs within three months preceeding or 12 months following a Change in Control time-based equity will be accelerated at 100% and Performance-based awards will be 100% accelerated for awards based on actual performance (if determinable) or target).

C. If Executive timely and properly elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), similar in the amounts and types of coverage provided by the Company to Executive prior to the Termination Date, then during the COBRA Continuation Period (as defined below), the Company shall promptly reimburse Executive on a monthly basis for the entire amount Executive pays to effect and continue such coverage ("COBRA Benefit"). Each payment of the COBRA Benefit shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 6(f)(ii)(C) to the contrary, (x) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (y) if the provision of the benefit described in this Section 6(f)(ii)(C) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to Executive without such adverse impact on the Company.

As used herein, the "COBRA Continuation Period" shall mean the period beginning on the first day of the first calendar month following the Termination Date and continuing for a number of months thereafter equal to 12 months (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 18 months); *provided, however*, that the COBRA Continuation Period shall immediately terminate upon the earlier of (1) the time Executive becomes eligible to be covered under a group health plan sponsored by another employer (and Executive shall promptly notify the Company in the event that Executive becomes so eligible) or (2) the date Executive is no longer eligible to receive COBRA continuation coverage. For purposes of this Section 6(f)(ii), in the event of Executive's death, references to Executive (other than in Section 6(f)(ii)(C)) shall include Executive's estate, and references to Executive in Section 6(f)(ii)(C) shall include Executive's spouse and eligible dependents, if any, who are "qualified beneficiaries" (within the meaning of COBRA and the regulations thereunder) with respect to Executive's death.

iii. Executive acknowledges Executive's understanding that if the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Executive, then Executive shall not be entitled to any payments or benefits pursuant to Section 6(f)(ii). As used herein, the "Release Expiration Date" is that date that is 21 days following the date upon which the Company delivers the Release to Executive (which shall occur no later than seven days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other

employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date.

iv. For purposes of this Agreement, a “Change in Control” shall mean the occurrence of one or more of the following transactions following the Effective Date:

A. the sale or disposal by the Company of all or substantially all of its assets to any person other than an Affiliate of the Company;

B. the merger or consolidation of the Company with or into another partnership, corporation, or other entity, other than a merger or consolidation in which the equityholders in the Company immediately prior to such transaction retain a greater than 50% equity interest in the surviving entity; or

C. the acquisition by any person or group (as defined in Section 13d(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”)) of the beneficial ownership (as defined in Section 13d(d)(3) of the Exchange Act) of more than 50% of the equity of the Company entitled to vote in the election of the Company’s directors (or the persons performing the functions of directors).

(g) Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of Section 409A(a)(2)(A)(i) of the Code; *provided, however*, that whether such a separation from service has occurred shall be determined based upon a reasonably anticipated permanent reduction in the level of bona fide services to be performed to no more than 25% of the average level of bona fide services provided in the immediately preceding 36 months.

7. Conflicts of Interest; Disclosure of Opportunities. Executive agrees that Executive shall promptly disclose to the Board any conflict of interest involving Executive upon Executive becoming aware of such conflict.

8. Confidentiality. Executive acknowledges and agrees that, in the course of Executive’s employment with the Company, Executive has been provided with and had access to (and, during the Employment Period, Executive will continue to be provided with, and have access to) valuable Confidential Information (as defined below). In consideration of Executive’s receipt of and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Executive’s employment hereunder, Executive agrees to comply with this Section 8.

(a) Executive covenants and agrees, both during the Employment Period and thereafter, that, except as expressly permitted by this Agreement or by directive of the Board, Executive shall not disclose any Confidential Information to any person and shall not use any Confidential Information except for the benefit of the Company or any of its Affiliates. Executive shall take all reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The covenants in this Section 8(a) shall apply to all Confidential

Information, whether now known or later to become known to Executive during the Employment Period.

(b) Notwithstanding Section 8(a), Executive may make the following disclosures and uses of Confidential Information:

- i. disclosures to other executives or employees of the Company or its Affiliates who have a need to know the information in connection with the business of the Company or its Affiliates;
- ii. disclosures and uses that are incidental to Executive's provision of services to the Company and its Affiliates consistent with the terms of this Agreement or that are approved by the Board;
- iii. disclosures for the purpose of complying with any applicable laws or regulatory requirements; or
- iv. disclosures that Executive is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by law.

(c) Upon the end of Executive's employment with the Company and at any other time upon request of the Company, Executive shall surrender and deliver to the Company all documents (including electronically stored information) and other material of any nature containing or pertaining to all Confidential Information in Executive's possession and shall not retain any such document or other material. Within ten (10) days of any such request, Executive shall certify to the Company in writing that all such materials have been returned to the Company.

(d) All non-public information, designs, ideas, concepts, improvements, product developments, discoveries, and inventions, whether patentable or not, that are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during the period Executive is or has been employed or affiliated with the Company or any of its Affiliates (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to the Company's or any of its Affiliates' business or properties, products, or services (including all such information relating to corporate opportunities, business plans, trade secrets, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voicemail, electronic databases, maps, drawings, architectural renditions, models, and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression are and shall be the sole and exclusive property of the Company or its Affiliates and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement.

(e) Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law, (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities, (iii) testifying, participating, or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (y) is made to Executive’s attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law, or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company or its Affiliates before engaging in any conduct described in this Section 8(e), or to notify the Company or its Affiliates that Executive has engaged in any such conduct.

9. **Non-Competition; Non-Solicitation.**

(a) The Company shall continue to provide Executive access to Confidential Information for use only during the period of Executive’s employment with the Company, and Executive acknowledges and agrees that the Company will be entrusting Executive, in Executive’s unique and special capacity, with continuing to develop the goodwill of the Company, and in consideration thereof and in consideration of the continued access to Confidential Information, and as a condition of Executive’s employment hereunder, Executive has voluntarily agreed to the covenants set forth in this Section 9. Executive further agrees and acknowledges that the limitations and restrictions set forth herein, including the geographical and temporal restrictions on certain competitive activities, are reasonable in all respects and are material and substantial parts of this Agreement intended and necessary to protect the Company’s legitimate business interests, including the preservation of its Confidential Information and goodwill.

(b) Executive agrees that, during the period set forth in Section 9(c) below, Executive shall not, without the prior written approval of the Company, directly or indirectly, for Executive or on behalf of or in conjunction with any other person or entity of whatever nature:

i. engage or participate within the Market Area in competition with the Company in any business in which either the Company or its Protected Affiliates engaged in, or had plans to become engaged in of which Executive was aware during the period of Executive’s employment with the Company or the period set forth in Section 9(c) below, which business includes the wireless backhaul industry (the “Business”). As used herein, the term “Protected Affiliates” means any Affiliate of the Company for which Executive provided services during the period of Executive’s employment with the Company, or about which Executive obtained Confidential Information during the period of Executive’s employment with the Company.

ii. appropriate any Business Opportunity of, or relating to, the Company or its Affiliates located in the Market Area, or engage in any activity that is detrimental to the Company or its Affiliates or that limits the Company's or an Affiliate's ability to fully exploit such Business Opportunities or prevents the benefits of such Business Opportunities from accruing to the Company or its Affiliates; or

iii. solicit any employee of the Company or its Affiliates to terminate his or her employment therewith.

(c) Timeframe of Non-Competition and Non-Solicitation Agreement. Executive agrees that the covenants of this Section 9 shall be enforceable during the period that Executive is employed by the Company and for a period of one year following the date that Executive is no longer employed by the Company, regardless of the reason for such termination.

(d) Because of the difficulty of measuring economic losses to the Company and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company and its Affiliates for which they would have no other adequate remedy, Executive agrees that the foregoing covenant may be enforced by the Company and its Affiliates, in the event of breach by Executive, by injunctions and restraining orders and that such enforcement shall not be the Company's and its Affiliates' exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and its Affiliates, both at law and in equity.

(e) The covenants in this Section 9 are severable and separate, and the unenforceability of any specific covenant (or any portion thereof) shall not affect the provisions of any other covenant (or any portion thereof). Moreover, in the event any court of competent jurisdiction or arbitrator, as applicable, shall determine that the scope, time, or territorial restrictions set forth in this Section 9 are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court or arbitrator deems reasonable, and this Agreement shall thereby be reformed.

(f) For purposes of this Section 9, the following terms shall have the following meanings:

i. "Business Opportunity" shall mean any commercial, investment, or other business opportunity relating to the Business.

ii. "Market Area" shall mean any location or geographic area within 75 miles of a location where the Company or its Affiliates conducts Business, or has plans to conduct Business of which Executive is aware, during the period of Executive's employment with the Company.

(g) All of the covenants in this Section 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

10. **Ownership of Intellectual Property**. Executive agrees that the Company or its applicable Affiliate shall own, and Executive hereby assigns, all right, title, and interest (including

patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas, and information authored, created, contributed to, made, or conceived or reduced to practice, in whole or in part, by Executive during the period that Executive is or has been employed or affiliated with the Company or any of its Affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation, or development, to the Company's or any of its Affiliates' business or actual or anticipated research or development, or (b) were developed on any amount of the Company's time or with the use of any of the Company's or its Affiliates' equipment, supplies, facilities, or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Executive will promptly disclose all Company Intellectual Property to the Company. All of Executive's works of authorship and associated copyrights created during the period that Executive is or has been employed by the Company or any of its Affiliates and in the scope of Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Executive agrees to perform, during and after the Employment Period, all reasonable acts deemed necessary by the Company to assist the Company or its applicable Affiliate, at the Company's or such Affiliate's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

11. Arbitration.

(a) Subject to Section 11(d), any dispute, controversy, or claim between Executive and the Company or any of its Affiliates arising out of or relating to this Agreement or Executive's employment with the Company or services provided to any Affiliate of the Company will be finally settled by arbitration in Austin, Texas before, and in accordance with the rules for the resolution of employment disputes then in effect of, the American Arbitration Association ("AAA"). The arbitration award shall be final and binding on both parties.

(b) Any arbitration conducted under this Section 11 shall be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously (and, if possible, within 90 days after the selection of the Arbitrator) hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony, and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony, and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction, or to an attorney-client or other privilege), and (ii) grant injunctive relief and enforce specific performance. The decision of the Arbitrator shall be rendered in writing, be final and binding upon the disputing parties, and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction; *provided* that the parties agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any disputing party.

(c) Each side shall share equally the cost of the arbitration and bear its own costs and attorneys' fees incurred in connection with any arbitration, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and fees to the other side.

(d) Notwithstanding Section 11(a), an application for emergency or temporary injunctive relief by either party (including any such application to enforce the provisions of Sections 8, 9, or 10 herein) shall not be subject to arbitration under this Section 11; *provided, however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section.

(e) By entering into this Agreement and entering into the arbitration provisions of this Section 11, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(f) Nothing in this Section 11 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award or (ii) joining another party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

12. **Defense of Claims.** Executive agrees that, during the Employment Period and thereafter, upon reasonable request from the Company, Executive will cooperate with the Company or its Affiliates in the defense of any claims or actions that may be made by or against the Company or its Affiliates that relate to Executive's actual or prior areas of responsibility, except if Executive's reasonable interests are adverse to the Company or its Affiliate(s), as applicable, in such claim or action. The Company agrees to pay or reimburse Executive for all of Executive's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with Executive's obligations under this Section 12, provided Executive provides reasonable documentation of same and obtains the Company's prior approval for incurring such expenses.

13. **Withholdings.** The Company may withhold and deduct from any payments made or to be made pursuant to this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Executive.

14. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. The words "herein," "hereof," "hereunder," and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. Unless the context requires otherwise, all references herein to an agreement, instrument, or other document shall be deemed to refer to such agreement, instrument, or other document as amended, supplemented, modified, and restated from time to time to the

extent permitted by the provisions thereof. All references to “dollars” or “\$” in this Agreement refer to United States dollars. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

15. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to the conflict of law principles thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 11 above and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in Delaware.

16. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein; moreover, this Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 16, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof are hereby null and void and of no further force or effect, and this Agreement shall supersede all other agreements, written or oral, that purport to govern the terms of Executive’s employment (including Executive’s compensation) with the Company or any of its Affiliates. Notwithstanding anything in the preceding provisions of this Section 16 to the contrary, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all equity compensation agreements that may be entered into on or after the Effective Date between Executive and the Company or any of its Affiliates. This Agreement may be amended only by a written instrument executed by both parties hereto.

17. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

18. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement to any Affiliate or successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company, if such Affiliate or successor expressly agrees to assume the obligations of the Company hereunder. For the avoidance of doubt, the Company may assign its rights and obligations hereunder to any successor or any of its Affiliates including in conjunction with any corporate restructuring, simplification, or reorganization. In the event of any such assignment, the Company’s assignee shall have all rights and obligations of, and shall be deemed to be, the “Company” hereunder.

19. **Affiliates.** For purposes of this Agreement, the term “Affiliates” is defined as any person or entity Controlling, Controlled by, or Under Common Control with the Company. The term “Control,” including the correlative terms “Controlling,” “Controlled By,” and “Under

Common Control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract, or otherwise) of a person or entity. For the purposes of the preceding sentence, Control shall be deemed to exist when a person or entity possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership, limited partnership, or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions), or (c) in the case of any other person or entity, more than 50% of the economic or beneficial interest therein.

20. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by air express overnight courier service, or (c) on the third business day following deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed, in each case, to the following address, as applicable:

1. If to the Company, addressed to: Aviat Networks, Inc.
200 Parker Dr. Ste 100A
Austin Texas 78728

Attention: Human Resources and Legal Departments

2. If to Executive, addressed to the most recent address the Company has in its employment records for Executive.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or “.pdf” or similar electronic format, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations.** Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive’s employment, any termination of Executive’s employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and each other Affiliate of the Company, as applicable, (b) an automatic resignation of Executive from the board of directors (or similar governing body) of the Company and each other Affiliate of the Company, as applicable, and (c) an automatic resignation from the board of directors or any similar governing body of any corporation, limited liability entity, or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company’s or such Affiliate’s designee or other representative (if applicable).

23. **Effect of Termination.** The provisions of Sections 6(f), 7-12, 22, and 24 and those provisions necessary to interpret and enforce them, shall survive any termination of the employment relationship between Executive and the Company.

24. **Third-Party Beneficiaries.** Each Affiliate of the Company shall be a third-party beneficiary of Executive’s obligations under Sections 7, 8, 9, 10, and 22 and shall be entitled to enforce such obligations as if a party hereto.

25. **Severability.** Subject to Section 9(e), if an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement, and all other provisions (or part thereof) shall remain in full force and effect.

26. **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

27. **Clawback.** To the extent required by Company policy, applicable law, government regulation, or any applicable securities exchange listing standards, amounts paid or payable under this Agreement or the LTIP shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company or any Affiliate of the Company including pursuant to applicable law, government regulation, or applicable securities exchange listing requirements, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement or the LTIP. The Company and its Affiliates reserve the right, without the consent of Executive, to adopt any such clawback policies and procedures that are consistent with the preceding sentence, including such policies and procedures applicable to this Agreement and the LTIP with retroactive effect.

28. **Section 280G.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from the Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to

Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary (or whether Executive would be subject to such excise tax) shall be made at the expense of the Company by a firm of independent accountants, a law firm, or other valuation specialist selected by the Board in good faith prior to the consummation of the applicable change in control transaction, and the applicable independent accountants, law firm, or other valuation specialist shall consider the value of Executive's restrictive covenants (including the non-competition restrictions set forth herein) as part of its analysis. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require the Company to provide a gross-up payment to Executive with respect to Executive's excise tax liabilities under Section 4999 of the Code.

[The remainder of this page was left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed in its name and on its behalf, effective for all purposes as provided above.

EXECUTIVE

/s/ Erin R. Boase
Erin R. Boase

Aviat U.S., Inc.

/s/ Peter A. Smith
Peter A. Smith
President, CEO

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of April 15, 2024 (the “Effective Date”) by and between Aviat U.S., Inc., a Delaware corporation (the “Company”), and Gary G. Croke (“Executive”).

1. **Employment**. During the period commencing on the Effective Date and for the duration of the Employment Period (as defined in Section 4 below), the Company shall employ Executive, and Executive shall serve as Vice President, Marketing & Product Line Management of the Company.

2. **Duties and Responsibilities of Executive**.

(a) During the Employment Period, Executive shall devote Executive’s full business time and attention to the business of the Company and its Affiliates, as applicable, and will not hold any outside employment or consulting position (without prior approval of the Board/Chief Executive Officer). Executive’s duties pursuant to this Agreement will include those normally incidental to the position identified in Section 1 of this Agreement, as well as such additional duties as may be assigned to Executive by the Company from time to time.

(b) Executive represents and covenants that Executive is not the subject of or a party to any employment agreement, non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, covenant, understanding, or restriction that would prohibit Executive from executing this Agreement and fully performing Executive’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to Executive hereunder.

(c) Executive acknowledges and agrees that Executive owes the Company and its Affiliates fiduciary duties, including duties of care, loyalty, fidelity, and allegiance, such that Executive shall act at all times in the best interests of the Company and its Affiliates and shall not appropriate any business opportunity of the Company or its Affiliates for Executive. Executive agrees that the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Executive owes the Company and its Affiliates under common law. The Executive and Company both acknowledge and agree that Executive may provide services (including as an executive, employee, director, or otherwise) to multiple Affiliates of the Company and, in providing such services, Executive will not be violating Executive’s obligations hereunder so long as Executive abides by the terms of Sections 7, 8, and 9 below in the course of performing such services.

(d) During the Employment Period, you will report directly to Peter A. Smith, Chief Executive Officer.

3. **Compensation**.

(a) **Base Salary**. As of the Effective Date, Executive’s annualized base salary shall be \$259,998.18 (the “Base Salary”). The Base Salary shall be provided in consideration for Executive’s services under this Agreement, and payable on a not less than biweekly basis, in conformity with the Company’s customary payroll practices for executives as in effect from time to time and subject to all withholdings and deductions as detailed in Section 13 below.

(b) Annual Bonus. During the Employment Period, Executive shall be eligible for discretionary bonus compensation for the 2024 fiscal year and each subsequent complete fiscal year that Executive is employed by the Company hereunder (each, a “Bonus Year”) pursuant to the applicable incentive or bonus compensation plan of the Company, if any, that is applicable to similarly situated executives of the Company (each, an “Annual Bonus”). Each Annual Bonus shall have a target value that is not less than 40% of Executive’s Base Salary as in effect on the first day of the Bonus Year to which such Annual Bonus relates (the “Target Annual Bonus”); *provided, however*, that the Target Annual Bonus for the 2024 fiscal year shall have a target value of not less than \$103,999.27. The performance targets that must be achieved in order to realize certain bonus levels shall be established by the board of directors of the Company (the “Board”) or a committee thereof annually, in its sole discretion, and communicated to Executive in accordance with terms of the applicable incentive or bonus plan, if any, or if no such plan has been adopted, within the first 90 days of each applicable Bonus Year following 2024. Each Annual Bonus, if any, will be paid as soon as administratively feasible after the Board or a committee thereof certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than October 15 following the end of such Bonus Year. Unless otherwise set forth herein, Executive must remain continuously employed by the Company or an Affiliate thereof through the payment date of the Annual Bonus to be eligible to receive payment of the Annual Bonus.

(c) Long-Term Incentive Plan. With respect to the 2024 fiscal year and each subsequent fiscal year during the Employment Period, Executive shall be eligible to receive annual awards under the Company’s equity compensation plan as in effect from time to time (the “LTIP”) with a target value equal to 40% of Executive’s Base Salary as in effect on the first day of such fiscal year (the “Target Annual LTIP Award”). All awards granted to Executive under the LTIP, if any, shall be on such terms and conditions as the Board, or a committee thereof, shall determine from time to time and shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Executive any rights to any amount or type of grant or award except as provided in such award to Executive provided in writing and authorized by the Board (or a committee thereof).

4. Term of Employment. The current term of Executive’s employment under this Agreement is the period commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Current Term”). On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of Executive’s employment under this Agreement shall automatically renew and extend for a period of 12 months (each such 12-month period being a “Renewal Term”) unless written notice of non-renewal is delivered by either party to the other not less than 60 days prior to the expiration of the then-existing Current Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 6 of this Agreement. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Executive’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “Employment Period.”

5. **Reimbursement of Business Expenses; Benefits.** Subject to the terms and conditions of this Agreement, Executive shall be entitled to the following reimbursements and benefits during the Employment Period:

(a) **Reimbursement of Business Expenses.** The Company agrees to reimburse Executive for Executive's reasonable business-related expenses incurred in the performance of Executive's duties under this Agreement; *provided* that Executive timely submits all documentation for such reimbursement, as required by Company policy in effect from time-to-time. Any reimbursement of expenses under this Section 5(a) or Section 12 shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the expense is incurred by Executive); *provided, however,* that, upon the termination of Executive's employment with the Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of such termination (or, if earlier, prior to the date of Executive's death) to the extent such payment delay is required under Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). In no event shall any reimbursement be made to Executive for such expenses incurred after the date that is five years after the date of the termination of Executive's employment with the Company. Executive is not permitted to receive a payment in lieu of reimbursement under this Section 5(a) or Section 12.

(b) **Benefits.** Executive shall be eligible to participate in the same benefit plans or fringe benefit policies or programs in which other similarly situated Company employees are eligible to participate, subject to applicable eligibility requirements and the terms and conditions of such plans, policies, and programs as in effect from time to time. The Company shall not, by reason of this Section 5(b), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plans, policies, and programs, so long as such changes are similarly applicable to similarly situated Company employees generally.

6. **Termination of Employment.**

(a) **Company's Right to Terminate Executive's Employment for Cause.** The Company shall have the right to terminate Executive's employment at any time for Cause. For purposes of this Agreement, "Cause" shall mean Executive's:

i. material breach of any policy established by the Company or any of its Affiliates including but not limited to policies regarding bribery and harassment and any other policies applicable to Executive;

ii. engaging in acts of disloyalty to the Company or its Affiliates, including fraud, embezzlement, theft, commission of a felony, or proven dishonesty; or

iii. willful misconduct in the performance of, or willful failure to perform a material function of, Executive's duties under this Agreement.

(b) **Company's Right to Terminate for Convenience.** The Company shall have the right to terminate Executive's employment without Cause, with or without notice, at any time and for any reason or no reason at all.

(c) Executive's Right to Terminate for Good Reason. Executive shall have the right to terminate Executive's employment with the Company at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

- i. a material diminution in Executive's authority, duties, title, or responsibilities;
- ii. a material diminution in Executive's Base Salary, Target Annual Bonus, or Target Annual LTIP Award;
- iii. the relocation of the geographic location of Executive's principal place of employment by more than 100 miles from the location of Executive's principal place of employment as of the Effective Date; or
- iv. the Company's delivery of a written notice of non-renewal of this Agreement to Executive.

Notwithstanding the foregoing provisions of this Section 6(c) or any other provision of this Agreement to the contrary, any assertion by Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 6(c)(i), (ii), (iii), or (iv) giving rise to Executive's termination of Executive's employment must have arisen without Executive's written consent; (B) Executive must provide written notice to the Company of such condition within 30 days of the date on which Executive knew of the existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of Executive's termination of Executive's employment must occur within 30 days after the end of such cure period.

(d) Death or Disability. Executive's employment with the Company shall terminate upon the death or Disability of Executive. For purposes of this Agreement, a "Disability" shall exist if Executive is unable to perform the essential functions of Executive's position, with reasonable accommodation (if applicable), due to an illness or physical or mental impairment or other incapacity that continues for a period in excess of 90 days, whether consecutive or not, in any period of 365 consecutive days. The determination of a Disability will be made by the Company after obtaining an opinion from a doctor of the Company's choosing. Executive agrees to provide such information and participate in such examinations as may be reasonably required by said doctor in order to form his or her opinion. If requested by the Company, Executive shall submit to a mental or physical examination to be performed by an independent physician selected by the Company to assist the Company in making such determination.

(e) Executive's Right to Terminate for Convenience. Executive shall have the right to terminate Executive's employment with the Company for convenience at any time upon 60 days' advance written notice to the Company; *provided* that if Executive provides a notice of termination pursuant to this Section 6(e), the Company may designate an earlier termination date than that specified in Executive's notice. The Company's designation of such an earlier date will not change the nature of Executive's termination, which will still be deemed a voluntary resignation by Executive pursuant to this Section 6(e).

(f) Effect of Termination.

i. If Executive's employment hereunder shall terminate (1) pursuant to Section 4 at the expiration of the then-existing Current Term or Renewal Term, as applicable, as a result of a non-renewal of this Agreement by Executive or (2) pursuant to Section 6(a) or 6(e), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that Executive shall be entitled to (x) payment of all earned, unpaid Base Salary within 30 days of Executive's last day of employment (which, for the avoidance of doubt, shall be earlier of the date that is 60 days following Executive's notice of resignation or the Company's designation of an earlier termination date, as applicable), or earlier if required by law, (y) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 5(a) and Section 12, and (z) benefits to which Executive may be entitled pursuant to the terms of any plan or policy described in Section 5(b).

ii. If Executive's employment terminates (1) pursuant to Section 6(b) or 6(c) or (2) due to Executive's death or Disability pursuant to Section 6(d), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that (I) Executive shall be entitled to receive the compensation and benefits described in clauses (x) through (z) of Section 6(f)(i); and (II) if Executive executes, on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims in a form satisfactory to the Company (which shall be substantially similar to the form of release attached hereto as Exhibit A) (the "Release"), then, *provided* that Executive abides by the terms of Sections 7, 8, 9, 10, and 12:

A. The Company shall pay to Executive an amount (the "Severance Payment") equal to the product of (x) 1.0 (and, if such termination occurs within three months preceeding or 12 months following a Change in Control (as defined below), 1.0) and (y) the sum of Executive's Base Salary as in effect on the date of the termination of Executive's employment (the "Termination Date") and Executive's prorated Annual Bonus as of the Termination Date (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, the target bonus). The Severance Payment will be paid in a lump sum, subject to all applicable taxes on or before the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Termination Date.

B. All outstanding awards granted to Executive pursuant to the LTIP prior to the Termination Date that remain unvested as of the Termination Date shall remain unvested (or, if such termination occurs within three months preceeding or 12 months following a Change in Control time-based equity will be accelerated at 100% and Performance-based awards will be 100% accelerated for awards based on actual performance (if determinable) or target).

C. If Executive timely and properly elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), similar in the amounts and types of coverage provided by the Company to Executive prior to the Termination Date, then during the COBRA Continuation Period (as defined below), the Company shall promptly reimburse Executive on a monthly basis for the entire amount Executive pays to effect and continue such coverage ("COBRA Benefit"). Each payment of the COBRA Benefit shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 6(f)(ii)(C) to the contrary, (x) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (y) if the provision of the benefit described in this Section 6(f)(ii)(C) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to Executive without such adverse impact on the Company.

As used herein, the "COBRA Continuation Period" shall mean the period beginning on the first day of the first calendar month following the Termination Date and continuing for a number of months thereafter equal to 12 months (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 18 months); *provided, however*, that the COBRA Continuation Period shall immediately terminate upon the earlier of (1) the time Executive becomes eligible to be covered under a group health plan sponsored by another employer (and Executive shall promptly notify the Company in the event that Executive becomes so eligible) or (2) the date Executive is no longer eligible to receive COBRA continuation coverage. For purposes of this Section 6(f)(ii), in the event of Executive's death, references to Executive (other than in Section 6(f)(ii)(C)) shall include Executive's estate, and references to Executive in Section 6(f)(ii)(C) shall include Executive's spouse and eligible dependents, if any, who are "qualified beneficiaries" (within the meaning of COBRA and the regulations thereunder) with respect to Executive's death.

iii. Executive acknowledges Executive's understanding that if the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Executive, then Executive shall not be entitled to any payments or benefits pursuant to Section 6(f)(ii). As used herein, the "Release Expiration Date" is that date that is 21 days following the date upon which the Company delivers the Release to Executive (which shall occur no later than seven days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other

employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date.

iv. For purposes of this Agreement, a “Change in Control” shall mean the occurrence of one or more of the following transactions following the Effective Date:

A. the sale or disposal by the Company of all or substantially all of its assets to any person other than an Affiliate of the Company;

B. the merger or consolidation of the Company with or into another partnership, corporation, or other entity, other than a merger or consolidation in which the equityholders in the Company immediately prior to such transaction retain a greater than 50% equity interest in the surviving entity; or

C. the acquisition by any person or group (as defined in Section 13d(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”)) of the beneficial ownership (as defined in Section 13d(d)(3) of the Exchange Act) of more than 50% of the equity of the Company entitled to vote in the election of the Company’s directors (or the persons performing the functions of directors).

(g) Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of Section 409A(a)(2)(A)(i) of the Code; *provided, however*, that whether such a separation from service has occurred shall be determined based upon a reasonably anticipated permanent reduction in the level of bona fide services to be performed to no more than 25% of the average level of bona fide services provided in the immediately preceding 36 months.

7. Conflicts of Interest; Disclosure of Opportunities. Executive agrees that Executive shall promptly disclose to the Board any conflict of interest involving Executive upon Executive becoming aware of such conflict.

8. Confidentiality. Executive acknowledges and agrees that, in the course of Executive’s employment with the Company, Executive has been provided with and had access to (and, during the Employment Period, Executive will continue to be provided with, and have access to) valuable Confidential Information (as defined below). In consideration of Executive’s receipt of and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Executive’s employment hereunder, Executive agrees to comply with this Section 8.

(a) Executive covenants and agrees, both during the Employment Period and thereafter, that, except as expressly permitted by this Agreement or by directive of the Board, Executive shall not disclose any Confidential Information to any person and shall not use any Confidential Information except for the benefit of the Company or any of its Affiliates. Executive shall take all reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The covenants in this Section 8(a) shall apply to all Confidential

Information, whether now known or later to become known to Executive during the Employment Period.

(b) Notwithstanding Section 8(a), Executive may make the following disclosures and uses of Confidential Information:

- i. disclosures to other executives or employees of the Company or its Affiliates who have a need to know the information in connection with the business of the Company or its Affiliates;
- ii. disclosures and uses that are incidental to Executive's provision of services to the Company and its Affiliates consistent with the terms of this Agreement or that are approved by the Board;
- iii. disclosures for the purpose of complying with any applicable laws or regulatory requirements; or
- iv. disclosures that Executive is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by law.

(c) Upon the end of Executive's employment with the Company and at any other time upon request of the Company, Executive shall surrender and deliver to the Company all documents (including electronically stored information) and other material of any nature containing or pertaining to all Confidential Information in Executive's possession and shall not retain any such document or other material. Within ten (10) days of any such request, Executive shall certify to the Company in writing that all such materials have been returned to the Company.

(d) All non-public information, designs, ideas, concepts, improvements, product developments, discoveries, and inventions, whether patentable or not, that are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during the period Executive is or has been employed or affiliated with the Company or any of its Affiliates (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to the Company's or any of its Affiliates' business or properties, products, or services (including all such information relating to corporate opportunities, business plans, trade secrets, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voicemail, electronic databases, maps, drawings, architectural renditions, models, and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression are and shall be the sole and exclusive property of the Company or its Affiliates and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement.

(e) Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law, (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities, (iii) testifying, participating, or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (y) is made to Executive’s attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law, or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company or its Affiliates before engaging in any conduct described in this Section 8(e), or to notify the Company or its Affiliates that Executive has engaged in any such conduct.

9. **Non-Competition; Non-Solicitation.**

(a) The Company shall continue to provide Executive access to Confidential Information for use only during the period of Executive’s employment with the Company, and Executive acknowledges and agrees that the Company will be entrusting Executive, in Executive’s unique and special capacity, with continuing to develop the goodwill of the Company, and in consideration thereof and in consideration of the continued access to Confidential Information, and as a condition of Executive’s employment hereunder, Executive has voluntarily agreed to the covenants set forth in this Section 9. Executive further agrees and acknowledges that the limitations and restrictions set forth herein, including the geographical and temporal restrictions on certain competitive activities, are reasonable in all respects and are material and substantial parts of this Agreement intended and necessary to protect the Company’s legitimate business interests, including the preservation of its Confidential Information and goodwill.

(b) Executive agrees that, during the period set forth in Section 9(c) below, Executive shall not, without the prior written approval of the Company, directly or indirectly, for Executive or on behalf of or in conjunction with any other person or entity of whatever nature:

i. engage or participate within the Market Area in competition with the Company in any business in which either the Company or its Protected Affiliates engaged in, or had plans to become engaged in of which Executive was aware during the period of Executive’s employment with the Company or the period set forth in Section 9(c) below, which business includes the wireless backhaul industry (the “Business”). As used herein, the term “Protected Affiliates” means any Affiliate of the Company for which Executive provided services during the period of Executive’s employment with the Company, or about which Executive obtained Confidential Information during the period of Executive’s employment with the Company.

ii. appropriate any Business Opportunity of, or relating to, the Company or its Affiliates located in the Market Area, or engage in any activity that is detrimental to the Company or its Affiliates or that limits the Company's or an Affiliate's ability to fully exploit such Business Opportunities or prevents the benefits of such Business Opportunities from accruing to the Company or its Affiliates; or

iii. solicit any employee of the Company or its Affiliates to terminate his or her employment therewith.

(c) Timeframe of Non-Competition and Non-Solicitation Agreement. Executive agrees that the covenants of this Section 9 shall be enforceable during the period that Executive is employed by the Company and for a period of one year following the date that Executive is no longer employed by the Company, regardless of the reason for such termination.

(d) Because of the difficulty of measuring economic losses to the Company and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company and its Affiliates for which they would have no other adequate remedy, Executive agrees that the foregoing covenant may be enforced by the Company and its Affiliates, in the event of breach by Executive, by injunctions and restraining orders and that such enforcement shall not be the Company's and its Affiliates' exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and its Affiliates, both at law and in equity.

(e) The covenants in this Section 9 are severable and separate, and the unenforceability of any specific covenant (or any portion thereof) shall not affect the provisions of any other covenant (or any portion thereof). Moreover, in the event any court of competent jurisdiction or arbitrator, as applicable, shall determine that the scope, time, or territorial restrictions set forth in this Section 9 are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court or arbitrator deems reasonable, and this Agreement shall thereby be reformed.

(f) For purposes of this Section 9, the following terms shall have the following meanings:

i. "Business Opportunity" shall mean any commercial, investment, or other business opportunity relating to the Business.

ii. "Market Area" shall mean any location or geographic area within 75 miles of a location where the Company or its Affiliates conducts Business, or has plans to conduct Business of which Executive is aware, during the period of Executive's employment with the Company.

(g) All of the covenants in this Section 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

10. **Ownership of Intellectual Property**. Executive agrees that the Company or its applicable Affiliate shall own, and Executive hereby assigns, all right, title, and interest (including

patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas, and information authored, created, contributed to, made, or conceived or reduced to practice, in whole or in part, by Executive during the period that Executive is or has been employed or affiliated with the Company or any of its Affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation, or development, to the Company's or any of its Affiliates' business or actual or anticipated research or development, or (b) were developed on any amount of the Company's time or with the use of any of the Company's or its Affiliates' equipment, supplies, facilities, or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Executive will promptly disclose all Company Intellectual Property to the Company. All of Executive's works of authorship and associated copyrights created during the period that Executive is or has been employed by the Company or any of its Affiliates and in the scope of Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Executive agrees to perform, during and after the Employment Period, all reasonable acts deemed necessary by the Company to assist the Company or its applicable Affiliate, at the Company's or such Affiliate's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

11. Arbitration.

(a) Subject to Section 11(d), any dispute, controversy, or claim between Executive and the Company or any of its Affiliates arising out of or relating to this Agreement or Executive's employment with the Company or services provided to any Affiliate of the Company will be finally settled by arbitration in Austin, Texas before, and in accordance with the rules for the resolution of employment disputes then in effect of, the American Arbitration Association ("AAA"). The arbitration award shall be final and binding on both parties.

(b) Any arbitration conducted under this Section 11 shall be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously (and, if possible, within 90 days after the selection of the Arbitrator) hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony, and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony, and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction, or to an attorney-client or other privilege), and (ii) grant injunctive relief and enforce specific performance. The decision of the Arbitrator shall be rendered in writing, be final and binding upon the disputing parties, and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction; *provided* that the parties agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any disputing party.

(c) Each side shall share equally the cost of the arbitration and bear its own costs and attorneys' fees incurred in connection with any arbitration, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and fees to the other side.

(d) Notwithstanding Section 11(a), an application for emergency or temporary injunctive relief by either party (including any such application to enforce the provisions of Sections 8, 9, or 10 herein) shall not be subject to arbitration under this Section 11; *provided, however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section.

(e) By entering into this Agreement and entering into the arbitration provisions of this Section 11, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(f) Nothing in this Section 11 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award or (ii) joining another party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

12. **Defense of Claims.** Executive agrees that, during the Employment Period and thereafter, upon reasonable request from the Company, Executive will cooperate with the Company or its Affiliates in the defense of any claims or actions that may be made by or against the Company or its Affiliates that relate to Executive's actual or prior areas of responsibility, except if Executive's reasonable interests are adverse to the Company or its Affiliate(s), as applicable, in such claim or action. The Company agrees to pay or reimburse Executive for all of Executive's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with Executive's obligations under this Section 12, provided Executive provides reasonable documentation of same and obtains the Company's prior approval for incurring such expenses.

13. **Withholdings.** The Company may withhold and deduct from any payments made or to be made pursuant to this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Executive.

14. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. The words "herein," "hereof," "hereunder," and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. Unless the context requires otherwise, all references herein to an agreement, instrument, or other document shall be deemed to refer to such agreement, instrument, or other document as amended, supplemented, modified, and restated from time to time to the

extent permitted by the provisions thereof. All references to “dollars” or “\$” in this Agreement refer to United States dollars. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

15. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to the conflict of law principles thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 11 above and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in Delaware.

16. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein; moreover, this Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 16, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof are hereby null and void and of no further force or effect, and this Agreement shall supersede all other agreements, written or oral, that purport to govern the terms of Executive’s employment (including Executive’s compensation) with the Company or any of its Affiliates. Notwithstanding anything in the preceding provisions of this Section 16 to the contrary, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all equity compensation agreements that may be entered into on or after the Effective Date between Executive and the Company or any of its Affiliates. This Agreement may be amended only by a written instrument executed by both parties hereto.

17. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

18. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement to any Affiliate or successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company, if such Affiliate or successor expressly agrees to assume the obligations of the Company hereunder. For the avoidance of doubt, the Company may assign its rights and obligations hereunder to any successor or any of its Affiliates including in conjunction with any corporate restructuring, simplification, or reorganization. In the event of any such assignment, the Company’s assignee shall have all rights and obligations of, and shall be deemed to be, the “Company” hereunder.

19. **Affiliates.** For purposes of this Agreement, the term “Affiliates” is defined as any person or entity Controlling, Controlled by, or Under Common Control with the Company. The term “Control,” including the correlative terms “Controlling,” “Controlled By,” and “Under

Common Control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract, or otherwise) of a person or entity. For the purposes of the preceding sentence, Control shall be deemed to exist when a person or entity possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership, limited partnership, or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions), or (c) in the case of any other person or entity, more than 50% of the economic or beneficial interest therein.

20. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by air express overnight courier service, or (c) on the third business day following deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed, in each case, to the following address, as applicable:

1. If to the Company, addressed to: Aviat Networks, Inc.
200 Parker Dr. Ste 100A
Austin Texas 78728

Attention: Human Resources and Legal Departments

2. If to Executive, addressed to the most recent address the Company has in its employment records for Executive.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or “.pdf” or similar electronic format, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations.** Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive’s employment, any termination of Executive’s employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and each other Affiliate of the Company, as applicable, (b) an automatic resignation of Executive from the board of directors (or similar governing body) of the Company and each other Affiliate of the Company, as applicable, and (c) an automatic resignation from the board of directors or any similar governing body of any corporation, limited liability entity, or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company’s or such Affiliate’s designee or other representative (if applicable).

23. **Effect of Termination.** The provisions of Sections 6(f), 7-12, 22, and 24 and those provisions necessary to interpret and enforce them, shall survive any termination of the employment relationship between Executive and the Company.

24. **Third-Party Beneficiaries.** Each Affiliate of the Company shall be a third-party beneficiary of Executive’s obligations under Sections 7, 8, 9, 10, and 22 and shall be entitled to enforce such obligations as if a party hereto.

25. **Severability.** Subject to Section 9(e), if an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement, and all other provisions (or part thereof) shall remain in full force and effect.

26. **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

27. **Clawback.** To the extent required by Company policy, applicable law, government regulation, or any applicable securities exchange listing standards, amounts paid or payable under this Agreement or the LTIP shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company or any Affiliate of the Company including pursuant to applicable law, government regulation, or applicable securities exchange listing requirements, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement or the LTIP. The Company and its Affiliates reserve the right, without the consent of Executive, to adopt any such clawback policies and procedures that are consistent with the preceding sentence, including such policies and procedures applicable to this Agreement and the LTIP with retroactive effect.

28. **Section 280G.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from the Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to

Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary (or whether Executive would be subject to such excise tax) shall be made at the expense of the Company by a firm of independent accountants, a law firm, or other valuation specialist selected by the Board in good faith prior to the consummation of the applicable change in control transaction, and the applicable independent accountants, law firm, or other valuation specialist shall consider the value of Executive's restrictive covenants (including the non-competition restrictions set forth herein) as part of its analysis. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require the Company to provide a gross-up payment to Executive with respect to Executive's excise tax liabilities under Section 4999 of the Code.

[The remainder of this page was left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed in its name and on its behalf, effective for all purposes as provided above.

EXECUTIVE

/s/ Gary G. Croke
Gary G. Croke

Aviat U.S., Inc.

/s/ Peter A. Smith
Peter A. Smith
President, CEO

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of May 28, 2024 (the “Effective Date”) by and between Aviat U.S., Inc., a Delaware corporation (the “Company”), and Michael Connaway (“Executive”).

1. **Employment**. During the period commencing on the Effective Date and for the duration of the Employment Period (as defined in Section 4 below), the Company shall employ Executive, and Executive shall serve as Senior Vice President and Chief Financial Officer of the Company.

2. **Duties and Responsibilities of Executive**.

(a) During the Employment Period, Executive shall devote Executive’s full business time and attention to the business of the Company and its Affiliates, as applicable, and will not hold any outside employment or consulting position (without prior approval of the Board/Chief Executive Officer). Executive’s duties pursuant to this Agreement will include those normally incidental to the position identified in Section 1 of this Agreement, as well as such additional duties as may be assigned to Executive by the Company from time to time.

(b) Executive represents and covenants that Executive is not the subject of or a party to any employment agreement, non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, covenant, understanding, or restriction that would prohibit Executive from executing this Agreement and fully performing Executive’s duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to Executive hereunder.

(c) Executive acknowledges and agrees that Executive owes the Company and its Affiliates fiduciary duties, including duties of care, loyalty, fidelity, and allegiance, such that Executive shall act at all times in the best interests of the Company and its Affiliates and shall not appropriate any business opportunity of the Company or its Affiliates for Executive. Executive agrees that the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Executive owes the Company and its Affiliates under common law. The Executive and Company both acknowledge and agree that Executive may provide services (including as an executive, employee, director, or otherwise) to multiple Affiliates of the Company and, in providing such services, Executive will not be violating Executive’s obligations hereunder so long as Executive abides by the terms of Sections 7, 8, and 9 below in the course of performing such services.

(d) During the Employment Period, you will report directly to Peter A. Smith, Chief Executive Officer.

3. **Compensation**.

(a) **Base Salary**. As of the Effective Date, Executive’s annualized base salary shall be \$525,000.00 (the “Base Salary”). The Base Salary shall be provided in consideration for Executive’s services under this Agreement, and payable on a not less than biweekly basis, in conformity with the Company’s customary payroll practices for executives as in effect from time to time and subject to all withholdings and deductions as detailed in Section 13 below.

(b) Annual Bonus. During the Employment Period, Executive shall be eligible for discretionary bonus compensation for the 2024 fiscal year and each subsequent complete fiscal year that Executive is employed by the Company hereunder (each, a “Bonus Year”) pursuant to the applicable incentive or bonus compensation plan of the Company, if any, that is applicable to similarly situated executives of the Company (each, an “Annual Bonus”). Each Annual Bonus shall have a target value that is not less than 80% of Executive’s Base Salary as in effect on the first day of the Bonus Year to which such Annual Bonus relates (the “Target Annual Bonus”); *provided, however*, that the Target Annual Bonus for the 2024 fiscal year shall have a target value of not less than \$420,000 and will be prorated based on your start date. The performance targets that must be achieved in order to realize certain bonus levels shall be established by the board of directors of the Company (the “Board”) or a committee thereof annually, in its sole discretion, and communicated to Executive in accordance with terms of the applicable incentive or bonus plan, if any, or if no such plan has been adopted, within the first 90 days of each applicable Bonus Year following 2024. Each Annual Bonus, if any, will be paid as soon as administratively feasible after the Board or a committee thereof certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than October 15 following the end of such Bonus Year. Unless otherwise set forth herein, Executive must remain continuously employed by the Company or an Affiliate thereof through the payment date of the Annual Bonus to be eligible to receive payment of the Annual Bonus.

(c) Long-Term Incentive Plan. With respect to the 2025 fiscal year and each subsequent fiscal year during the Employment Period, Executive shall be eligible to receive annual awards under the Company’s equity compensation plan as in effect from time to time (the “LTIP”) with a target value equal to \$1,000,000.00 as in effect on the first day of such fiscal year (the “Target Annual LTIP Award”). All awards granted to Executive under the LTIP, if any, shall be on such terms and conditions as the Board, or a committee thereof, shall determine from time to time and shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. Nothing herein shall be construed to give Executive any rights to any amount or type of grant or award except as provided in such award to Executive provided in writing and authorized by the Board (or a committee thereof).

4. Term of Employment. The current term of Executive’s employment under this Agreement is the period commencing on the Effective Date and ending on the first anniversary of the Effective Date (the “Current Term”). On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of Executive’s employment under this Agreement shall automatically renew and extend for a period of 12 months (each such 12-month period being a “Renewal Term”) unless written notice of non-renewal is delivered by either party to the other not less than 60 days prior to the expiration of the then-existing Current Term or Renewal Term, as applicable. Notwithstanding any other provision of this Agreement to the contrary, Executive’s employment pursuant to this Agreement may be terminated at any time in accordance with Section 6 of this Agreement. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Executive’s employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the “Employment Period.”

5. **Reimbursement of Business Expenses; Benefits.** Subject to the terms and conditions of this Agreement, Executive shall be entitled to the following reimbursements and benefits during the Employment Period:

(a) **Reimbursement of Business Expenses.** The Company agrees to reimburse Executive for Executive's reasonable business-related expenses incurred in the performance of Executive's duties under this Agreement; *provided* that Executive timely submits all documentation for such reimbursement, as required by Company policy in effect from time-to-time. Any reimbursement of expenses under this Section 5(a) or Section 12 shall be made by the Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to the Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the expense is incurred by Executive); *provided, however,* that, upon the termination of Executive's employment with the Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of such termination (or, if earlier, prior to the date of Executive's death) to the extent such payment delay is required under Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). In no event shall any reimbursement be made to Executive for such expenses incurred after the date that is five years after the date of the termination of Executive's employment with the Company. Executive is not permitted to receive a payment in lieu of reimbursement under this Section 5(a) or Section 12.

(b) **Benefits.** Executive shall be eligible to participate in the same benefit plans or fringe benefit policies or programs in which other similarly situated Company employees are eligible to participate, subject to applicable eligibility requirements and the terms and conditions of such plans, policies, and programs as in effect from time to time. The Company shall not, by reason of this Section 5(b), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plans, policies, and programs, so long as such changes are similarly applicable to similarly situated Company employees generally.

6. **Termination of Employment.**

(a) **Company's Right to Terminate Executive's Employment for Cause.** The Company shall have the right to terminate Executive's employment at any time for Cause. For purposes of this Agreement, "Cause" shall mean Executive's:

i. material breach of any policy established by the Company or any of its Affiliates including but not limited to policies regarding bribery and harassment and any other policies applicable to Executive;

ii. engaging in acts of disloyalty to the Company or its Affiliates, including fraud, embezzlement, theft, commission of a felony, or proven dishonesty; or

iii. willful misconduct in the performance of, or willful failure to perform a material function of, Executive's duties under this Agreement.

(b) **Company's Right to Terminate for Convenience.** The Company shall have the right to terminate Executive's employment without Cause, with or without notice, at any time and for any reason or no reason at all.

(c) Executive's Right to Terminate for Good Reason. Executive shall have the right to terminate Executive's employment with the Company at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

- i. a material diminution in Executive's authority, duties, title, or responsibilities;
- ii. a material diminution in Executive's Base Salary, Target Annual Bonus, or Target Annual LTIP Award;
- iii. the relocation of the geographic location of Executive's principal place of employment by more than 100 miles from the location of Executive's principal place of employment as of the Effective Date; or
- iv. the Company's delivery of a written notice of non-renewal of this Agreement to Executive.

Notwithstanding the foregoing provisions of this Section 6(c) or any other provision of this Agreement to the contrary, any assertion by Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in Section 6(c)(i), (ii), (iii), or (iv) giving rise to Executive's termination of Executive's employment must have arisen without Executive's written consent; (B) Executive must provide written notice to the Company of such condition within 30 days of the date on which Executive knew of the existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of Executive's termination of Executive's employment must occur within 30 days after the end of such cure period.

(d) Death or Disability. Executive's employment with the Company shall terminate upon the death or Disability of Executive. For purposes of this Agreement, a "Disability" shall exist if Executive is unable to perform the essential functions of Executive's position, with reasonable accommodation (if applicable), due to an illness or physical or mental impairment or other incapacity that continues for a period in excess of 90 days, whether consecutive or not, in any period of 365 consecutive days. The determination of a Disability will be made by the Company after obtaining an opinion from a doctor of the Company's choosing. Executive agrees to provide such information and participate in such examinations as may be reasonably required by said doctor in order to form his or her opinion. If requested by the Company, Executive shall submit to a mental or physical examination to be performed by an independent physician selected by the Company to assist the Company in making such determination.

(e) Executive's Right to Terminate for Convenience. Executive shall have the right to terminate Executive's employment with the Company for convenience at any time upon 60 days' advance written notice to the Company; *provided* that if Executive provides a notice of termination pursuant to this Section 6(e), the Company may designate an earlier termination date than that specified in Executive's notice. The Company's designation of such an earlier date will not change the nature of Executive's termination, which will still be deemed a voluntary resignation by Executive pursuant to this Section 6(e).

(f) Effect of Termination.

i. If Executive's employment hereunder shall terminate (1) pursuant to Section 4 at the expiration of the then-existing Current Term or Renewal Term, as applicable, as a result of a non-renewal of this Agreement by Executive or (2) pursuant to Section 6(a) or 6(e), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that Executive shall be entitled to (x) payment of all earned, unpaid Base Salary within 30 days of Executive's last day of employment (which, for the avoidance of doubt, shall be earlier of the date that is 60 days following Executive's notice of resignation or the Company's designation of an earlier termination date, as applicable), or earlier if required by law, (y) reimbursement for all incurred but unreimbursed expenses for which Executive is entitled to reimbursement in accordance with Section 5(a) and Section 12, and (z) benefits to which Executive may be entitled pursuant to the terms of any plan or policy described in Section 5(b).

ii. If Executive's employment terminates (1) pursuant to Section 6(b) or 6(c) or (2) due to Executive's death or Disability pursuant to Section 6(d), then all compensation and all benefits to Executive hereunder shall terminate contemporaneously with such termination of employment, except that (I) Executive shall be entitled to receive the compensation and benefits described in clauses (x) through (z) of Section 6(f)(i); and (II) if Executive executes, on or before the Release Expiration Date (as defined below), and does not revoke within the time provided by the Company to do so, a release of all claims in a form satisfactory to the Company (which shall be substantially similar to the form of release attached hereto as Exhibit A) (the "Release"), then, *provided* that Executive abides by the terms of Sections 7, 8, 9, 10, and 12:

A. The Company shall pay to Executive an amount (the "Severance Payment") equal to the product of (x) 1.0 (and, if such termination occurs within three months preceeding or 12 months following a Change in Control (as defined below), 1.0) and (y) the sum of Executive's Base Salary as in effect on the date of the termination of Executive's employment (the "Termination Date") and Executive's prorated Annual Bonus as of the Termination Date (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, the target bonus). The Severance Payment will be paid in a lump sum, subject to all applicable taxes on or before the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Termination Date.

B. All outstanding awards granted to Executive pursuant to the LTIP prior to the Termination Date that remain unvested as of the Termination Date shall remain unvested (or, if such termination occurs within three months preceeding or 12 months following a Change in Control time-based equity will be accelerated at 100% and Performance-based awards will be 100% accelerated for awards based on actual performance (if determinable) or target).

C. If Executive timely and properly elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), similar in the amounts and types of coverage provided by the Company to Executive prior to the Termination Date, then during the COBRA Continuation Period (as defined below), the Company shall promptly reimburse Executive on a monthly basis for the entire amount Executive pays to effect and continue such coverage ("COBRA Benefit"). Each payment of the COBRA Benefit shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within 30 days following the date on which the applicable premium payment is paid. Notwithstanding anything in the preceding provisions of this Section 6(f)(ii)(C) to the contrary, (x) the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain Executive's sole responsibility, and the Company will assume no obligation for payment of any such premiums relating to such COBRA continuation coverage and (y) if the provision of the benefit described in this Section 6(f)(ii)(C) cannot be provided in the manner described above without penalty, tax, or other adverse impact on the Company, then the Company and Executive shall negotiate in good faith to determine an alternative manner in which the Company may provide a substantially equivalent benefit to Executive without such adverse impact on the Company.

As used herein, the "COBRA Continuation Period" shall mean the period beginning on the first day of the first calendar month following the Termination Date and continuing for a number of months thereafter equal to 12 months (or, if such termination occurs within three months preceeding or 12 months following a Change in Control, 18 months); *provided, however*, that the COBRA Continuation Period shall immediately terminate upon the earlier of (1) the time Executive becomes eligible to be covered under a group health plan sponsored by another employer (and Executive shall promptly notify the Company in the event that Executive becomes so eligible) or (2) the date Executive is no longer eligible to receive COBRA continuation coverage. For purposes of this Section 6(f)(ii), in the event of Executive's death, references to Executive (other than in Section 6(f)(ii)(C)) shall include Executive's estate, and references to Executive in Section 6(f)(ii)(C) shall include Executive's spouse and eligible dependents, if any, who are "qualified beneficiaries" (within the meaning of COBRA and the regulations thereunder) with respect to Executive's death.

iii. Executive acknowledges Executive's understanding that if the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Executive, then Executive shall not be entitled to any payments or benefits pursuant to Section 6(f)(ii). As used herein, the "Release Expiration Date" is that date that is 21 days following the date upon which the Company delivers the Release to Executive (which shall occur no later than seven days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other

employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date.

iv. For purposes of this Agreement, a “Change in Control” shall mean the occurrence of one or more of the following transactions following the Effective Date:

A. the sale or disposal by the Company of all or substantially all of its assets to any person other than an Affiliate of the Company;

B. the merger or consolidation of the Company with or into another partnership, corporation, or other entity, other than a merger or consolidation in which the equityholders in the Company immediately prior to such transaction retain a greater than 50% equity interest in the surviving entity; or

C. the acquisition by any person or group (as defined in Section 13d(d)(3) of the Securities Exchange Act of 1934 (the “Exchange Act”)) of the beneficial ownership (as defined in Section 13d(d)(3) of the Exchange Act) of more than 50% of the equity of the Company entitled to vote in the election of the Company’s directors (or the persons performing the functions of directors).

(g) Meaning of Termination of Employment. For all purposes of this Agreement, Executive shall be considered to have terminated employment with the Company when Executive incurs a “separation from service” with the Company within the meaning of Section 409A(a)(2)(A)(i) of the Code; *provided, however*, that whether such a separation from service has occurred shall be determined based upon a reasonably anticipated permanent reduction in the level of bona fide services to be performed to no more than 25% of the average level of bona fide services provided in the immediately preceding 36 months.

7. Conflicts of Interest; Disclosure of Opportunities. Executive agrees that Executive shall promptly disclose to the Board any conflict of interest involving Executive upon Executive becoming aware of such conflict.

8. Confidentiality. Executive acknowledges and agrees that, in the course of Executive’s employment with the Company, Executive has been provided with and had access to (and, during the Employment Period, Executive will continue to be provided with, and have access to) valuable Confidential Information (as defined below). In consideration of Executive’s receipt of and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Executive’s employment hereunder, Executive agrees to comply with this Section 8.

(a) Executive covenants and agrees, both during the Employment Period and thereafter, that, except as expressly permitted by this Agreement or by directive of the Board, Executive shall not disclose any Confidential Information to any person and shall not use any Confidential Information except for the benefit of the Company or any of its Affiliates. Executive shall take all reasonable precautions to protect the physical security of all documents and other material containing Confidential Information (regardless of the medium on which the Confidential Information is stored). The covenants in this Section 8(a) shall apply to all Confidential

Information, whether now known or later to become known to Executive during the Employment Period.

(b) Notwithstanding Section 8(a), Executive may make the following disclosures and uses of Confidential Information:

- i. disclosures to other executives or employees of the Company or its Affiliates who have a need to know the information in connection with the business of the Company or its Affiliates;
- ii. disclosures and uses that are incidental to Executive's provision of services to the Company and its Affiliates consistent with the terms of this Agreement or that are approved by the Board;
- iii. disclosures for the purpose of complying with any applicable laws or regulatory requirements; or
- iv. disclosures that Executive is legally compelled to make by deposition, interrogatory, request for documents, subpoena, civil investigative demand, order of a court of competent jurisdiction, or similar process, or otherwise by law.

(c) Upon the end of Executive's employment with the Company and at any other time upon request of the Company, Executive shall surrender and deliver to the Company all documents (including electronically stored information) and other material of any nature containing or pertaining to all Confidential Information in Executive's possession and shall not retain any such document or other material. Within ten (10) days of any such request, Executive shall certify to the Company in writing that all such materials have been returned to the Company.

(d) All non-public information, designs, ideas, concepts, improvements, product developments, discoveries, and inventions, whether patentable or not, that are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during the period Executive is or has been employed or affiliated with the Company or any of its Affiliates (whether during business hours or otherwise and whether on the Company's premises or otherwise) that relate to the Company's or any of its Affiliates' business or properties, products, or services (including all such information relating to corporate opportunities, business plans, trade secrets, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voicemail, electronic databases, maps, drawings, architectural renditions, models, and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression are and shall be the sole and exclusive property of the Company or its Affiliates and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement.

(e) Nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, “Governmental Authorities”) regarding a possible violation of any law, (ii) responding to any inquiry or legal process directed to Executive individually from any such Governmental Authorities, (iii) testifying, participating, or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (y) is made to Executive’s attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law, or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Executive to obtain prior authorization from the Company or its Affiliates before engaging in any conduct described in this Section 8(e), or to notify the Company or its Affiliates that Executive has engaged in any such conduct.

9. **Non-Competition; Non-Solicitation.**

(a) The Company shall continue to provide Executive access to Confidential Information for use only during the period of Executive’s employment with the Company, and Executive acknowledges and agrees that the Company will be entrusting Executive, in Executive’s unique and special capacity, with continuing to develop the goodwill of the Company, and in consideration thereof and in consideration of the continued access to Confidential Information, and as a condition of Executive’s employment hereunder, Executive has voluntarily agreed to the covenants set forth in this Section 9. Executive further agrees and acknowledges that the limitations and restrictions set forth herein, including the geographical and temporal restrictions on certain competitive activities, are reasonable in all respects and are material and substantial parts of this Agreement intended and necessary to protect the Company’s legitimate business interests, including the preservation of its Confidential Information and goodwill.

(b) Executive agrees that, during the period set forth in Section 9(c) below, Executive shall not, without the prior written approval of the Company, directly or indirectly, for Executive or on behalf of or in conjunction with any other person or entity of whatever nature:

i. engage or participate within the Market Area in competition with the Company in any business in which either the Company or its Protected Affiliates engaged in, or had plans to become engaged in of which Executive was aware during the period of Executive’s employment with the Company or the period set forth in Section 9(c) below, which business includes the wireless backhaul industry (the “Business”). As used herein, the term “Protected Affiliates” means any Affiliate of the Company for which Executive provided services during the period of Executive’s employment with the Company, or about which Executive obtained Confidential Information during the period of Executive’s employment with the Company.

ii. appropriate any Business Opportunity of, or relating to, the Company or its Affiliates located in the Market Area, or engage in any activity that is detrimental to the Company or its Affiliates or that limits the Company's or an Affiliate's ability to fully exploit such Business Opportunities or prevents the benefits of such Business Opportunities from accruing to the Company or its Affiliates; or

iii. solicit any employee of the Company or its Affiliates to terminate his or her employment therewith.

(c) Timeframe of Non-Competition and Non-Solicitation Agreement. Executive agrees that the covenants of this Section 9 shall be enforceable during the period that Executive is employed by the Company and for a period of one year following the date that Executive is no longer employed by the Company, regardless of the reason for such termination.

(d) Because of the difficulty of measuring economic losses to the Company and its Affiliates as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company and its Affiliates for which they would have no other adequate remedy, Executive agrees that the foregoing covenant may be enforced by the Company and its Affiliates, in the event of breach by Executive, by injunctions and restraining orders and that such enforcement shall not be the Company's and its Affiliates' exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and its Affiliates, both at law and in equity.

(e) The covenants in this Section 9 are severable and separate, and the unenforceability of any specific covenant (or any portion thereof) shall not affect the provisions of any other covenant (or any portion thereof). Moreover, in the event any court of competent jurisdiction or arbitrator, as applicable, shall determine that the scope, time, or territorial restrictions set forth in this Section 9 are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent that the court or arbitrator deems reasonable, and this Agreement shall thereby be reformed.

(f) For purposes of this Section 9, the following terms shall have the following meanings:

i. "Business Opportunity" shall mean any commercial, investment, or other business opportunity relating to the Business.

ii. "Market Area" shall mean any location or geographic area within 75 miles of a location where the Company or its Affiliates conducts Business, or has plans to conduct Business of which Executive is aware, during the period of Executive's employment with the Company.

(g) All of the covenants in this Section 9 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

10. **Ownership of Intellectual Property**. Executive agrees that the Company or its applicable Affiliate shall own, and Executive hereby assigns, all right, title, and interest (including

patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas, and information authored, created, contributed to, made, or conceived or reduced to practice, in whole or in part, by Executive during the period that Executive is or has been employed or affiliated with the Company or any of its Affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation, or development, to the Company's or any of its Affiliates' business or actual or anticipated research or development, or (b) were developed on any amount of the Company's time or with the use of any of the Company's or its Affiliates' equipment, supplies, facilities, or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Executive will promptly disclose all Company Intellectual Property to the Company. All of Executive's works of authorship and associated copyrights created during the period that Executive is or has been employed by the Company or any of its Affiliates and in the scope of Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Executive agrees to perform, during and after the Employment Period, all reasonable acts deemed necessary by the Company to assist the Company or its applicable Affiliate, at the Company's or such Affiliate's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

11. Arbitration.

(a) Subject to Section 11(d), any dispute, controversy, or claim between Executive and the Company or any of its Affiliates arising out of or relating to this Agreement or Executive's employment with the Company or services provided to any Affiliate of the Company will be finally settled by arbitration in Austin, Texas before, and in accordance with the rules for the resolution of employment disputes then in effect of, the American Arbitration Association ("AAA"). The arbitration award shall be final and binding on both parties.

(b) Any arbitration conducted under this Section 11 shall be heard by a single arbitrator (the "Arbitrator") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously (and, if possible, within 90 days after the selection of the Arbitrator) hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony, and evidence as the Arbitrator deems relevant to the dispute before him or her (and each party will provide such materials, information, testimony, and evidence requested by the Arbitrator, except to the extent any information so requested is proprietary, subject to a third-party confidentiality restriction, or to an attorney-client or other privilege), and (ii) grant injunctive relief and enforce specific performance. The decision of the Arbitrator shall be rendered in writing, be final and binding upon the disputing parties, and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction; *provided* that the parties agree that the Arbitrator and any court enforcing the award of the Arbitrator shall not have the right or authority to award punitive or exemplary damages to any disputing party.

(c) Each side shall share equally the cost of the arbitration and bear its own costs and attorneys' fees incurred in connection with any arbitration, unless the Arbitrator determines that compelling reasons exist for allocating all or a portion of such costs and fees to the other side.

(d) Notwithstanding Section 11(a), an application for emergency or temporary injunctive relief by either party (including any such application to enforce the provisions of Sections 8, 9, or 10 herein) shall not be subject to arbitration under this Section 11; *provided, however*, that the remainder of any such dispute (beyond the application for emergency or temporary injunctive relief) shall be subject to arbitration under this Section.

(e) By entering into this Agreement and entering into the arbitration provisions of this Section 11, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(f) Nothing in this Section 11 shall prohibit a party to this Agreement from (i) instituting litigation to enforce any arbitration award or (ii) joining another party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement.

12. **Defense of Claims.** Executive agrees that, during the Employment Period and thereafter, upon reasonable request from the Company, Executive will cooperate with the Company or its Affiliates in the defense of any claims or actions that may be made by or against the Company or its Affiliates that relate to Executive's actual or prior areas of responsibility, except if Executive's reasonable interests are adverse to the Company or its Affiliate(s), as applicable, in such claim or action. The Company agrees to pay or reimburse Executive for all of Executive's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with Executive's obligations under this Section 12, provided Executive provides reasonable documentation of same and obtains the Company's prior approval for incurring such expenses.

13. **Withholdings.** The Company may withhold and deduct from any payments made or to be made pursuant to this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Executive.

14. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. The words "herein," "hereof," "hereunder," and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. Unless the context requires otherwise, all references herein to an agreement, instrument, or other document shall be deemed to refer to such agreement, instrument, or other document as amended, supplemented, modified, and restated from time to time to the

extent permitted by the provisions thereof. All references to “dollars” or “\$” in this Agreement refer to United States dollars. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

15. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to the conflict of law principles thereof. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the arbitration provisions of Section 11 above and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in Delaware.

16. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein; moreover, this Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. Without limiting the scope of the preceding sentence, except as otherwise expressly provided in this Section 16, all understandings and agreements preceding the Effective Date and relating to the subject matter hereof are hereby null and void and of no further force or effect, and this Agreement shall supersede all other agreements, written or oral, that purport to govern the terms of Executive’s employment (including Executive’s compensation) with the Company or any of its Affiliates. Notwithstanding anything in the preceding provisions of this Section 16 to the contrary, the parties expressly acknowledge and agree that this Agreement does not supersede or replace, but instead complements and is in addition to, all equity compensation agreements that may be entered into on or after the Effective Date between Executive and the Company or any of its Affiliates. This Agreement may be amended only by a written instrument executed by both parties hereto.

17. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

18. **Assignment.** This Agreement is personal to Executive, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Executive. The Company may assign this Agreement to any Affiliate or successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company, if such Affiliate or successor expressly agrees to assume the obligations of the Company hereunder. For the avoidance of doubt, the Company may assign its rights and obligations hereunder to any successor or any of its Affiliates including in conjunction with any corporate restructuring, simplification, or reorganization. In the event of any such assignment, the Company’s assignee shall have all rights and obligations of, and shall be deemed to be, the “Company” hereunder.

19. **Affiliates.** For purposes of this Agreement, the term “Affiliates” is defined as any person or entity Controlling, Controlled by, or Under Common Control with the Company. The term “Control,” including the correlative terms “Controlling,” “Controlled By,” and “Under

Common Control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract, or otherwise) of a person or entity. For the purposes of the preceding sentence, Control shall be deemed to exist when a person or entity possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than 50% of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership, limited partnership, or joint venture, the right to more than 50% of the distributions therefrom (including liquidating distributions), or (c) in the case of any other person or entity, more than 50% of the economic or beneficial interest therein.

20. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by air express overnight courier service, or (c) on the third business day following deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed, in each case, to the following address, as applicable:

1. If to the Company, addressed to: Aviat Networks, Inc.
200 Parker Dr. Ste 100A
Austin Texas 78728

Attention: Human Resources and Legal Departments

2. If to Executive, addressed to the most recent address the Company has in its employment records for Executive.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or “.pdf” or similar electronic format, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

22. **Deemed Resignations.** Unless otherwise agreed to in writing by the Company and Executive prior to the termination of Executive’s employment, any termination of Executive’s employment shall constitute (a) an automatic resignation of Executive as an officer of the Company and each other Affiliate of the Company, as applicable, (b) an automatic resignation of Executive from the board of directors (or similar governing body) of the Company and each other Affiliate of the Company, as applicable, and (c) an automatic resignation from the board of directors or any similar governing body of any corporation, limited liability entity, or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as the Company’s or such Affiliate’s designee or other representative (if applicable).

23. **Effect of Termination.** The provisions of Sections 6(f), 7-12, 22, and 24 and those provisions necessary to interpret and enforce them, shall survive any termination of the employment relationship between Executive and the Company.

24. **Third-Party Beneficiaries.** Each Affiliate of the Company shall be a third-party beneficiary of Executive’s obligations under Sections 7, 8, 9, 10, and 22 and shall be entitled to enforce such obligations as if a party hereto.

25. **Severability.** Subject to Section 9(e), if an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or part thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or part thereof) shall not affect the validity or enforceability of any other provision (or part thereof) of this Agreement, and all other provisions (or part thereof) shall remain in full force and effect.

26. **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

27. **Clawback.** To the extent required by Company policy, applicable law, government regulation, or any applicable securities exchange listing standards, amounts paid or payable under this Agreement or the LTIP shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company or any Affiliate of the Company including pursuant to applicable law, government regulation, or applicable securities exchange listing requirements, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable under this Agreement or the LTIP. The Company and its Affiliates reserve the right, without the consent of Executive, to adopt any such clawback policies and procedures that are consistent with the preceding sentence, including such policies and procedures applicable to this Agreement and the LTIP with retroactive effect.

28. **Section 280G.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from the Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to

Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary (or whether Executive would be subject to such excise tax) shall be made at the expense of the Company by a firm of independent accountants, a law firm, or other valuation specialist selected by the Board in good faith prior to the consummation of the applicable change in control transaction, and the applicable independent accountants, law firm, or other valuation specialist shall consider the value of Executive's restrictive covenants (including the non-competition restrictions set forth herein) as part of its analysis. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 28 shall require the Company to provide a gross-up payment to Executive with respect to Executive's excise tax liabilities under Section 4999 of the Code.

[The remainder of this page was left blank intentionally; the signature page follows.]

IN WITNESS WHEREOF, Executive and the Company each have caused this Agreement to be executed in its name and on its behalf, effective for all purposes as provided above.

EXECUTIVE

/s/ Michael Connaway
Michael Connaway

Aviat U.S., Inc.

/s/ Peter A. Smith
Peter A. Smith
President, CEO

INSIDER TRADING POLICY

Issue date August 2023

1. PURPOSE

Aviat Networks, Inc. (the “**Company**”) has adopted the policies and procedures described in this Insider Trading Policy Statement (this “**policy statement**”) to provide guidance to the Company’s officers, directors, employees, consultants and other related individuals with respect to transactions in the Company’s securities (such as common stock, options to buy or sell common stock, warrants, convertible securities and debt securities) and derivative securities relating to the Company’s common stock, whether or not issued by the Company (such as exchange-traded options) for the purpose of promoting compliance with applicable securities laws. **This document states a policy of the Company and is not intended to be regarded as legal advice.**

Adoption of Insider Trading Policy Statement.

The Company has adopted this policy statement, which prohibits transacting in Company securities based on material, nonpublic information regarding the Company. The policy statement covers all officers, directors and employees of the Company. Any restrictions that apply to an officer, director, employee or other person covered by this policy statement will also apply to (1) family members who reside with such individual, (2) any other persons who live in such individual’s household, (3) family members who do not live in such individual’s household but whose transactions in Company securities are directed by the individual or are subject to the individual’s control or influence (such as parents or children who consult with the individual prior to transacting in Company securities) and (4) partnerships, trusts, estates and other legal entities controlled by such individual (collectively, “**family members and affiliated entities**”). The policy statement also covers other persons such as contractors or consultants who have or may have access to material, nonpublic information regarding the Company from time to time. The people to whom this policy statement applies are referred to in this policy statement as “**insiders.**”

The policy statement is to be circulated to all officers, directors and employees at the time of its adoption and shall be delivered to all new officers, directors and employees on the commencement of their relationships with the Company.

2. SCOPE

Designation of Certain Persons

- 1.1. Section 16 Individuals. The Company has determined that certain of its directors and executive officers are subject to the reporting and penalty provisions of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations promulgated thereunder (the “**Section 16 Individuals**”). The list of Section 16 Individuals will be modified by the Company from time to time to reflect the election of new executive officers or directors, any change in function of current executive officers and the resignation or departure of current executive officers and directors. Section 16 Individuals are subject to special restrictions and procedures under the policy statement, including the mandatory pre-clearance requirement described in Section 5, subsection 3.2.
- 1.2. Other Restricted Persons. The Company may determine from time to time that other persons (in addition to the Section 16 Individuals) are subject to the mandatory pre-clearance requirement described in Section 5, subsection 3.2, if the Company believes that, in the normal course of their duties, such persons have, or are likely to have, regular access to material, nonpublic

information regarding the Company. In addition, under special circumstances, other persons may come to have access to material, nonpublic information regarding the Company for a limited period of time. During such period, such persons shall also be subject to the mandatory pre-clearance procedure described in Section 5, subsection 3.2.

3. APPOINTMENT OF INSIDER TRADING COMPLIANCE OFFICER

The CEO is responsible for appointing the Company's Insider Trading Compliance Officer, who is authorized to perform all of the duties of the Insider Trading Compliance Officer as set forth herein.

4. INSIDER TRADING AND CONFIDENTIALITY POLICY STATEMENT

1. Prohibition Against Transacting on Material Nonpublic Information – “Insider Trading”

Except as indicated in this policy statement, an insider should not buy, sell, give gifts of or otherwise transact in securities of the Company while in possession of material, nonpublic information about the Company (see below for definition of “**material, nonpublic information**”).

No insider shall disclose or tip, either directly or indirectly, material, nonpublic information about the Company with others who may then use such information to transact in the Company's securities. No insider shall make recommendations, either directly or indirectly, or express opinions on the basis of material, nonpublic information about the Company as to transacting in the Company's securities. Insiders are not authorized to recommend transactions in the Company's securities to any other person regardless of whether the insider is aware of material, nonpublic information about the Company.

Insiders may be subject to criminal prosecution and/or civil liability for transacting (which includes purchasing, selling, and giving gifts) in the Company's securities when they know material information concerning the Company that has not been fully disclosed to the public. Employees of the Company who violate this policy statement may also be subject to disciplinary action by the Company, which may include ineligibility for future participation in the Company's equity incentive plans or termination of employment.

It is also the policy of the Company that the Company will not engage in transactions in the Company's equity securities (as defined in the Exchange Act) while aware of material, nonpublic information relating to the Company or its securities, except for:

- transactions with plan participants (or their permitted assignees) pursuant to an equity-based compensation plan of the Company;
- transactions with holders of outstanding options, warrants, rights, convertible securities or other derivative securities that are issued by the Company and that result from the holder's exercise, conversion or other election pursuant to the terms of the security or result from the Company's exercise, notice of redemption or conversion, or other election made pursuant to the terms of the security;
- transactions made pursuant to written plans for transacting in the Company's securities that, at the time adopted, conform to all of the requirements of Rule 10b5-1 of the Exchange Act as then in effect;

- transactions with counterparties who are at the time also aware of the material, nonpublic information or who acknowledge, agree or represent that they are aware that the Company may possess material, nonpublic information but are not relying on the disclosure or omission to disclose to them of any such information; or
- any other transaction expressly authorized by the board of directors or any committee thereof, or by senior management in consultation with the Insider Trading Compliance Officer.

2. Definition of Material, Nonpublic Information.

Information is material if there is a substantial likelihood that a reasonable investor would consider the information as significantly altering the total mix of information available. Information may therefore be material if it is likely that a reasonable investor would consider it important in making an investment decision regarding the purchase, holding or sale of a company's securities. Both positive and negative information can be material. Common examples of information that could be, but are not necessarily, material include:

- revenues, expenses and other earnings information;
- new or cancelled significant bookings;
- execution or termination of material contracts;
- pending or prospective mergers, significant acquisitions, tender offers, joint ventures, or significant changes in assets;
- significant new products or discoveries, or developments regarding customers or suppliers;
- significant corporate events, including material cybersecurity, data, or personnel matters; and
- changes in control or major personnel changes, particularly departures or elections of directors or executive officers.

Nonpublic information is information that has not been previously disclosed to the general public (for example, through press releases and public filings with the SEC) and is otherwise not available to the general public. Although timing may vary depending on the circumstances, generally, the Company expects that insiders should allow two full business days after release of the information by the Company as a reasonable waiting period before information is deemed public. Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of material, nonpublic information. If you have any question as to whether it is appropriate to transact in a given circumstance, contact the Insider Trading Compliance Officer prior to transacting in Company securities.

3. Additional Transaction Policies. The Company has established the following additional insider trading policies.

- 3.1. Transaction Windows. The Company establishes "**transaction windows**" for when transacting in the Company's securities is not generally prohibited. Subject to the general restrictions on insider trading under this policy statement and Section 5,

subsection 3.2 below, Designated Insiders (as defined below) generally may transact in the Company's securities during transaction windows. Note that "**transacting**" includes not only open market purchases and sales but also sales of securities purchased upon the exercise of options granted under the Company's equity incentive, other plans and so-called "**derivatives transactions**," as detailed below, and giving gifts of the Company's securities. Caution must still be exercised, however. Transacting in the Company's securities during the transaction windows should not be considered a "safe harbor," and insiders should use good judgment at all times.

3.1.1. Scheduled Black-out Periods. The Company has determined that directors, executive officers and other individuals designated from time to time by the Company (collectively, "**Designated Insiders**"), as well as their respective family members and affiliated entities, will not be permitted to transact in the Company's securities at any time during the periods designated by the Insider Trading Compliance Officer from time to time (the "**Scheduled Black-out Periods**").

Again, you may not transact in Company securities at any time if you have knowledge of material, nonpublic information about the Company.

3.1.2. Unscheduled Black-out Periods. From time to time, the Company may prohibit some or all of its directors, executive officers, or employees, as well as their family members and affiliated entities, from transacting in the securities of the Company or the securities of another company because of developments known to the Company and not yet disclosed to the public, an "**Unscheduled Black-out Period**." In this event, the Insider Trading Compliance Officer will notify affected persons, and those persons, except as set forth in Section 5, subsection 3.4 below, may not engage in any transaction involving the securities of the Company or the other specified company, as applicable, until the Insider Trading Compliance Officer notifies them that the Unscheduled Black-out Period is over. In addition, any person made aware of the existence of an Unscheduled Black-out Period should not disclose to the existence of the Unscheduled Black-out Period to any other person (outside of those subject to the Unscheduled Black-out Period).

3.2. Mandatory Pre-clearance. The Company has determined that the Designated Insiders must comply with the Company's mandatory "**pre-clearance**" process as set forth in this 3.2 before transacting in the Company's securities at any time, even during the transaction windows. A Designated Insider must submit a pre-clearance request to the Insider Trading Compliance Officer in writing before executing the desired transaction in the Company's securities. At the same time, the Designated Insider should notify the person designated by the Chief Financial Officer as Stock Administrator (the "**Aviat Networks Stock Administrator**") of the pending transaction. The Designated Insider may not execute the transaction before he or she has received written approval from the Insider Trading Compliance Officer; oral approval is not sufficient. The Insider Trading Compliance Officer may consult as necessary with senior management of and/or counsel to the Company before clearing any proposed transaction. After the Designated Insider receives clearance to engage in the desired transaction, the Designated Insider must complete the transaction within (1) three trading days or (2) such shorter period as

is designated by the Insider Trading Compliance Officer, or make a new request for clearance. The Insider Trading Compliance Officer is under no obligation to approve a transaction submitted for pre-clearance. If permission to execute the transaction is denied, the Designated Insider should not initiate any transaction involving Company securities and should not inform any other person of the restriction. **Clearance of a proposed transaction by the Insider Trading Compliance Officer does not constitute legal advice or otherwise acknowledge that a Designated Insider does not possess material, nonpublic information. Designated Insiders must ultimately make their own judgments regarding, and are personally responsible for determining, whether they are in possession of material, nonpublic information.**

The procedures and restrictions in Sections 3.1 and 3.2 above apply to all Designated Insiders and their respective family members and affiliated entities. The Insider Trading Compliance Officer shall be responsible for notifying relevant individuals that they are Designated Insiders subject to the special restrictions in Sections 3.1 and 3.2. If you have any doubt as to whether these restrictions apply to you, you should contact the Insider Trading Compliance Officer.

- 3.3. Additional Trading Restrictions. It is the Company's policy that directors, officers and other employees may not engage in any of the following transactions subject to the exceptions in Section 3.4:
 - 3.3.1. Short Sales. Short sales of the Company's securities are prohibited.
 - 3.3.2. Publicly Traded Options. Transactions in puts, calls or other derivative securities, on an exchange or in any other organized market, are prohibited. (Option positions arising from certain types of hedging transactions are governed by subparagraph 3.3.3 below.)
 - 3.3.3. Hedging Transactions. Directors, officers and other employees are prohibited from engaging in any hedging or monetization transactions, such as zero cost collars and forward sale contracts.
 - 3.3.4. Margin Accounts and Pledges. Directors, officers and other employees are prohibited from holding Company securities in a margin account, purchasing securities on margin, or pledging Company securities as collateral for a loan.
- 3.4. Exceptions. Except for the pre-clearance restrictions for the Designated Insiders as set forth above in Section 4, subsection 3.2, and as otherwise specifically noted, this policy statement does not apply in the case of the following transactions (if applicable to the Company):
 - 3.4.1. Stock Options and Other Stock-Based Compensation. This exception applies to the exercise of stock options under the Company's stock option plan. However, any sale of any shares issued upon exercise of the option, including as part of a broker-assisted cashless exercise, would be subject to the restrictions of this policy statement.

- 3.4.2. Employee Stock Purchase Plan. This exception applies to purchases of Company securities through the Company's Employee Stock Purchase Plan ("**ESPP**") by means of a periodic contribution or lump-sum contribution of money to the plan pursuant to an election made at the time of enrollment in the ESPP. Sales of Company securities acquired through the ESPP are, however, subject to the restrictions of this policy statement.
- 3.4.3. 401(k) Plan. This exception applies to purchases or sales of Company securities in the Company's 401(k) plan resulting from an insider's periodic contribution of money to the plan pursuant to the insider's payroll deduction election. This exception does not apply, however, to certain elections the insider may make under the 401(k) plan, including:
- 3.4.3.1. an election to increase or decrease the percentage of the insider's periodic contributions that will be allocated to the Company stock fund;
 - 3.4.3.2. an election to make an intra-plan transfer of an existing account balance into or out of the Company stock fund;
 - 3.4.3.3. an election to borrow money against the insider's 401(k) plan account if the loan will result in a liquidation of some or all of the insider's Company stock fund balance; and
 - 3.4.3.4. an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the Company stock fund.
- 3.4.4. Automatic Reinvestment in Dividends. This exception applies to the automatic reinvestment of dividends paid on Company securities. This exception does not apply, however, to (i) voluntary, additional purchases of Company securities resulting from automatic reinvestment of dividends, (ii) an insider's election to participate in automatic reinvestment of dividends, and (iii) an insider's election to increase or decrease the insider's level of automatic reinvestment of dividends.
- 3.4.5. Trading Pursuant to Safe Harbor Insider Trading Plans. This exception applies to transactions made pursuant to an "Approved Rule 10b5-1 Trading Plan." A written plan for transacting in the Company's securities that, at the time it is adopted or modified, conforms to all of the requirements of Rule 10b5-1 of the Exchange Act as then in effect and the requirements of this policy statement is an "**Approved Rule 10b5-1 Trading Plan**."

Designated Insiders shall submit their trading plans and any proposed modifications to such plans to the Insider Trading Compliance Officer for pre-clearance prior to adoption or modification of such plans. The Company's Insider Trading Compliance Officer shall have the sole discretion to clear such trading plans and modifications to such plans. All Approved Rule 10b5-1 Trading Plans will be reported to the Company's board of directors on at least a quarterly basis.

Each individual adopting a trading plan is solely responsible for compliance with Rule 10b5-1 of the Exchange Act and ensuring that the trading plan meets the

other conditions set forth above. The Company may, in the sole discretion of the Insider Trading Compliance Officer, upon the advice of counsel if sought by the Insider Trading Compliance Officer, determine that any proposed Rule 10b5-1 trading plan is inconsistent with the Company's policies and is not an Approved Rule 10b5-1 Trading Plan that is exempt from the transaction window and pre-clearance requirements set forth above. The Company strongly recommends that a person seeking to adopt or modify a Rule 10b5-1 trading plan consult an attorney prior to the adoption or modification of such a trading plan.

- 3.4.6. Cancellation of Shares in Settlement of Withholding Tax Obligations. If the terms of the plan or award under which stock options, stock purchase rights or restricted stock units have been granted authorize the Company to withhold and cancel shares issuable upon the exercise or vesting of the award solely to satisfy an employee-recipient's liability for federal, state and other income and payroll tax withholding obligations and a proper written irrevocable election authorizing such withholding and cancellation has been delivered to the Company by the employee-recipient, the issuance of the "net" number of shares by the Company to the employee-recipient shall be a permitted transaction during a Scheduled or Unscheduled Black-out Period under this policy statement and the withholding and cancellation of shares for this purpose shall constitute an exception to this policy statement.
- 3.4.7. Certain Transactions with the Company. This exception applies to acquisitions of the Company's securities from the Company, and dispositions of the Company's securities to the Company. This exception is limited to transactions that could be exempt under SEC Rule 16b-3(d) and (e) if the transaction had involved a Section 16 Individual, without regard to the board of directors and stockholder approval requirements of the rule. This exception will not prevent the Company from determining in any situation that it will not allow a transaction involving an acquisition of securities from, or disposition of securities to, the Company.
- 3.4.8. Diversified Mutual Funds. This exception applies to transactions in diversified mutual funds that are invested in Company securities.
- 3.4.9. Specifically Approved Transactions. This exception applies to any transaction specifically approved in writing in advance by the Insider Trading Compliance Officer.

4. Conclusion. If you have any questions as to whether it would be appropriate for you to transact in securities of the Company, or if you are uncertain as to any of your responsibilities or obligations under the above policies, you should immediately consult with the Insider Trading Compliance Officer for clarification prior to transacting in any Company securities or making any statement. **Failure to observe this policy statement may result in serious consequences, including the termination of your employment or service relationship with the Company.**

CERTIFICATION.

All employees and other individuals to whom this policy statement is provided must certify their understanding of, and intent to comply with, this policy statement by signing below.

I,___, certify that: (i) I have read and understand the Company's Insider Trading and Confidentiality Policy Statement set forth above; (ii) I understand that the Insider Trading Compliance Officer is available to answer to any questions I have regarding this policy statement; (iii) since December 9, 2011 or such shorter period of time that I have been a director, employee or consultant of the Company, I have complied with the provisions of this policy statement; (iv) I will continue to comply with the provisions of this policy statement for as long as I am subject to this policy statement; and (v) I understand that my failure to comply in all respects with the provisions of this policy statement is a basis for termination for cause of my employment or other service relationship with the Company.

Signature:

Print Name:

Date:

AVIAT NETWORKS, INC.

Subsidiaries as of June 28, 2024

(100% direct or indirect ownership by Aviat Networks, Inc.)

Name of Subsidiary	State or Other Jurisdiction of Incorporation
Aviat Networks Algeria S.A.R.L.	Algeria
Aviat Networks (Australia) Pty. Ltd.	Australia
Aviat Networks (Bangladesh) Limited	Bangladesh
NZ Telcoms (Botswana) Limited	Botswana
Radio Communications and Engineering Services Botswana	Botswana
Aviat Networks Brasil Serviços em Comunicações Ltda.	Brazil
Aviat Communications Canada ULC	Canada
Aviat Networks Canada ULC	Canada
Aviat Communications Technology (Shenzhen) Company Ltd.	People's Republic of China
Aviat Networks Colombia S.A.S.	Colombia
Aviat Networks LLC	Egypt
Aviat Networks France S.A.S.	France
Aviat Networks Ghana Limited	Ghana
Aviat Networks HK Limited	Hong Kong
Aviat Networks (Hungary) Kft.	Hungary
Aviat Networks (India) Private Limited	India
PT Aviat Solusi Komunikasi	Indonesia
PT Aviat Telekomunikasi Internasional	Indonesia
Aviat Networks Côte d'Ivoire	Ivory Coast
Aviat Networks Japan G.K.	Japan
Aviat Networks (Kenya) Limited	Kenya
Aviat Networks Malaysia Sdn. Bhd.	Malaysia
Digital Microwave (Mauritius) Private Limited	Mauritius
Aviat Networks México S.A. de C.V.	Mexico
Aviat Networks Holland B.V.	Netherlands
Aviat Networks (NZ) Limited	New Zealand
Aviat Networks Communication Solutions Limited	Nigeria
Stratex Networks Nigeria Limited	Nigeria
Aviat Networks (Pakistan) Limited	Pakistan
Aviat Networks (Clark) Corporation	Philippines
Aviat Networks Philippines, Inc.	Philippines
Aviat Networks Polska Sp. z.o.o.	Poland
Redline Communications Romania Ltd.	Romania
Aviat Net Works Saudi Telecom & Information Technology Co.	Kingdom of Saudi Arabia
Aviat Networks (S) Pte. Ltd.	Republic of Singapore
Aviat Storitveno Podjetje, d.o.o.	Slovenia
Aviat Networks (South Africa) (Proprietary) Limited	Republic of South Africa
DMC Stratex Networks (South Africa) (Proprietary) Limited	Republic of South Africa
Aviat Networks (South Sudan) Ltd.	South Sudan
Aviat Networks (Sweden) AB	Sweden
Aviat Networks Tanzania Limited	Tanzania

Aviat Networks (Thailand) Ltd.	Thailand
Aviat Networks Tunisia SARL	Tunisia
Aviat Networks Turkey Telekomunikasyon Sistemleri Limited Sirketi	Turkey
Aviat Networks L.L.C.	United Arab Emirates
Aviat Networks (UK) Limited	Delaware
Aviat International Holdings, Inc.	Delaware
Aviat International Holdings I, LLC	Delaware
Aviat International Holdings II, LLC	Delaware
Aviat International Holdings III, LLC	Delaware
Aviat U.S., Inc.	Delaware
Telsima Corporation	Delaware

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in Registration Statement Nos. 333-267592, 333-224957, 333-209462, 333-178467, and 333-163542 on Form S-8 of our reports dated October 4, 2024, relating to the financial statements of Aviat Networks, Inc. (the “Company”) and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended June 28, 2024.

/s/ Deloitte & Touche LLP

Austin, Texas

October 4, 2024

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-267592, 333-224957, 333-209462, 333-178467 and 333-163542) of Aviat Networks, Inc. of our report dated September 14, 2022, relating to the consolidated financial statements which appears in this Form 10-K.

/s/ BDO USA, P.C.

San Jose, California

October 4, 2024

CERTIFICATION

I, Peter A. Smith, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended June 28, 2024, of Aviat Networks, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 4, 2024

/s/ Peter A. Smith

Name: Peter A. Smith

Title: President and Chief Executive Officer

CERTIFICATION

I, Michael Connaway, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended June 28, 2024, of Aviat Networks, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 4, 2024

/s/ Michael Connaway

Name: Michael Connaway
Title: Senior Vice President and Chief Financial Officer

Certification

Pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the filing of the Annual Report on Form 10-K of Aviat Networks, Inc. (“Aviat Networks”) for the fiscal year ended June 28, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Peter A. Smith, the President and Chief Executive Officer, and Michael Connaway, Senior Vice President and Chief Financial Officer, each hereby certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. §1350, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Aviat Networks as of the dates and for the periods expressed in the Report

Date: October 4, 2024

/s/ Peter A. Smith

Name: Peter A. Smith

Title: President and Chief Executive Officer

/s/ Michael Connaway

Name:

Michael Connaway

Title: Senior Vice President and Chief Financial Officer

Aviat Networks, Inc.
Incentive-Based Compensation Recoupment Policy
(this “Policy”)

Adopted by the Compensation Committee of the Board of Directors (the “Committee”) on August 21, 2023.

1. Recoupment. If Aviat Networks, Inc. (the “Company”) is required to prepare a Restatement, the Committee shall, unless determined to be Impracticable, take reasonably prompt action to recoup all Recoverable Compensation from any Covered Person. This Policy is in addition to (and not in lieu of) any right of repayment, forfeiture or off-set against any Covered Person that may be available under applicable law or otherwise (whether implemented prior to or after adoption of this Policy). The Committee may, in its sole discretion and in the exercise of its business judgment, determine whether and to what extent additional action is appropriate to address the circumstances surrounding any Restatement to minimize the likelihood of any recurrence and to impose such other discipline as it deems appropriate.

2. Method of Recoupment. Subject to applicable law, the Committee may seek to recoup Recoverable Compensation by (i) requiring a Covered Person to repay such amount to the Company; (ii) offsetting a Covered Person’s other compensation; or (iii) such other means or combination of means as the Committee, in its sole discretion, determines to be appropriate. To the extent that a Covered Person fails to repay all Recoverable Compensation to the Company as determined pursuant to this Policy, the Company shall take all actions reasonable and appropriate to recover such amount, subject to applicable law. The applicable Covered Person shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such amount.

3. Administration of Policy. The Committee shall have full authority to administer, amend or terminate this Policy. The Committee shall, subject to the provisions of this Policy, make such determinations and interpretations and take such actions in connection with this Policy as it deems necessary, appropriate or advisable. All determinations and interpretations made by the Committee shall be final, binding and conclusive. Notwithstanding anything in this Section 3 to the contrary, no amendment or termination of this Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, rules of the U.S. Securities and Exchange Commission (the “SEC”) or the rules of any national securities exchange or national securities association on which the Company’s securities are then listed.

4. Acknowledgement by Executive Officers. The Committee shall provide notice to and seek acknowledgement of this Policy from each Executive Officer in the Company’s policy management platform; provided that the failure to provide such notice or obtain such acknowledgement shall not affect the applicability or enforceability of this Policy.

5. No Indemnification. Notwithstanding the terms of any of the Company’s organizational documents, any corporate policy or any contract, the Company shall not indemnify any Covered Person against the loss of any Recoverable Compensation.

6. Disclosures and Record Keeping. The Company shall make all disclosures and filings with respect to this Policy and maintain all documents and records that are required by the applicable rules and forms of the SEC (including, without limitation, Rule 10D-1 under the Securities Exchange Act of 1934 (the “Exchange Act”)) and any applicable exchange listing standard.

7. **Governing Law.** The validity, construction, and effect of this Policy and any determinations relating to this Policy shall be construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

8. **Successors.** This Policy shall be binding and enforceable against all Covered Persons and their beneficiaries, heirs, executors, administrators or other legal representatives.

9. **Definitions.** In addition to terms otherwise defined in this Policy, the following terms, when used in this Policy, shall have the following meanings:

“**Applicable Period**” means the three completed fiscal years preceding the earlier of: (i) the date that the Committee, or the officer or officers of the Company authorized to take such action if Committee action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement; or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

“**Covered Person**” means any person who receives Recoverable Compensation.

“**Executive Officer**” includes the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person (including any executive officer of the Company’s controlled affiliates) who performs similar policy-making functions for the Company, and such other senior employees who may from time to time be deemed subject to this Policy by the Committee.

“**Financial Reporting Measure**” means a measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements (including “non- GAAP” financial measures, such as those appearing in earnings releases), and any measure that is derived wholly or in part from such measure. Stock price, market cap and total shareholder return (“**TSR**”) are Financial Reporting Measures. Examples of additional Financial Reporting Measures include measures based on: revenues, gross margin, operating income, net income financial ratios, EBITDA, liquidity measures, return measures (such as return on assets), profitability of one or more segments.

“**Impracticable**” means, after exercising a normal due process review of all the relevant facts and circumstances and taking all steps required by Exchange Act Rule 10D-1 and any applicable exchange listing standard, the Committee determines that recovery of the Incentive-Based Compensation is impracticable because: (i) it has determined that the direct expense that the Company would pay to a third party to assist in recovering the Incentive-Based Compensation would exceed the amount to be recovered; (ii) it has concluded that the recovery of the Incentive-Based Compensation would violate home country law adopted prior to November 28, 2022; or (iii) it has determined that the recovery of Incentive-Based Compensation would cause a tax-qualified retirement plan, under which benefits are broadly available to the Company’s employees, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

“**Incentive-Based Compensation**” includes any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure; however it does not include: (i) base salaries; (ii) discretionary cash bonuses; (iii) awards (either cash or equity) that are based upon subjective, strategic or operational standards; and (iv) equity awards that vest solely on the passage of time.

“Received” Incentive-Based Compensation is deemed “Received” in any Company fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

“Recoverable Compensation” means all Incentive-Based Compensation (calculated on a pre-tax basis) Received after October 2, 2023 by a person: (i) after beginning service as an Executive Officer; (ii) who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation; (iii) while the Company had a class of securities listed on a national securities exchange or national securities association; and (iv) during the Applicable Period, that exceeded the amount of Incentive-Based Compensation that otherwise would have been Received had the amount been determined based on the Financial Reporting Measures, as reflected in the Restatement. With respect to Incentive- Based Compensation based on stock price or TSR, when the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in a Restatement, the amount must be based on a reasonable estimate of the effect of the Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received.

“Restatement” means an accounting restatement of any of the Company’s financial statements due to the Company’s material noncompliance with any financial reporting requirement under U.S. securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (often referred to as a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (often referred to as a “little r” restatement). As of the effective date of this Policy (but subject to changes that may occur in accounting principles and rules following the effective date), a Restatement does not include situations in which financial statement changes did not result from material non-compliance with financial reporting requirements, such as, but not limited to retrospective: (i) application of a change in accounting principles; (ii) revision to reportable segment information due to a change in the structure of the Company’s internal organization; (iii) reclassification due to a discontinued operation; (iv) application of a change in reporting entity, such as from a reorganization of entities under common control; (v) adjustment to provision amounts in connection with a prior business combination; and (vi) revision for stock splits, stock dividends, reverse stock splits or other changes in capital structure.