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

Form 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): May 28, 2024**

AVIAT NETWORKS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-33278
(Commission File Number)

20-5961564
(I.R.S. Employer Identification No.)

200 Parker Dr., Suite C100A, Austin, Texas 78728
(Address of principal executive offices, including zip code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

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.

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

Departure of Chief Financial Officer and Principal Accounting Officer; Appointment of New Chief Financial Officer and Principal Accounting Officer

Appointment of New Chief Financial Officer

On May 28, 2024, Aviat Networks, Inc. (the “Company”) announced the appointment of Michael Connaway as the Company’s Senior Vice President and Chief Financial Officer. Mr. Connaway’s employment with the Company commenced on May 28, 2024.

Before joining the Company, Mr. Connaway, age 43, served as the Vice President and Chief Financial Officer of Honeywell International Inc.’s (“Honeywell”) Energy and Sustainability Solutions segment; prior to that role, he was the Chief Financial Officer of Honeywell’s Safety and Productivity Solutions segment from 2022-2023. He served as Chief Financial Officer of Honeywell’s Advanced Materials segment from 2020-2022. Mr. Connaway served as Chief Financial Officer of ABB’s Industrial Solutions business from 2018-2020. From 2002-2018, Mr. Connaway held various titles with increasing seniority starting in their Financial Management Program, next to corporate audit, then various business unit chief financial officer positions up to the role of Global Head, Financial Planning and Analysis for General Electric Company’s GE Industrial Solutions segment. Mr. Connaway holds a degree in finance from Boston College.

The Company entered into an employment agreement with Mr. Connaway in connection with his appointment as Senior Vice President and Chief Financial Officer (the “Employment Agreement”). The Employment Agreement is generally consistent with the terms of the employment agreements that the Company has entered into with other executive officers of the Company, other than with respect to compensation amounts (or target amounts) described below.

The Employment Agreement provides for an annual base salary of \$525,000, subject to annual review and adjustment by the Company’s Board of Directors (the “Board”). Starting in the Company’s fiscal year 2024, Mr. Connaway will be eligible to participate in the Company’s Annual Incentive Plan with a target annual bonus of 80% of base salary, based upon achievement of the same performance objectives, floors and caps determined by the Board for the Annual Incentive Plan for executives generally. For fiscal year 2024, Mr. Connaway’s target annual bonus will be prorated based on his start date.

Mr. Connaway will also be eligible to participate in the Company’s Long-Term Incentive Program with a target value of \$1,000,000 annually. Mr. Connaway’s participation in the Company’s Long-Term Incentive Program shall be on such terms and conditions as determined by the Board.

Mr. Connaway will also receive a one-time award of \$1,000,000 shares of restricted stock with a three-year vesting period, with the first applicable vesting date for such awards on the first anniversary of his start date and additional vesting on each anniversary of such date thereafter.

Mr. Connaway shall also receive a relocation package which will compensate Mr. Connaway for temporary living expenses in Austin, Texas, and relocation expenses in accordance with the Company’s Relocation Policy for Senior Management.

The original term of the Employment Agreement is from May 28, 2024 until the one year anniversary of that date, subject to automatic extension for an additional year at the end of the term and each anniversary thereof unless timely notice of non-renewal is given by either the Company or Mr. Connaway. The Company may terminate Mr. Connaway’s employment with or without Cause (as defined within the Employment Agreement) at any time.

This description of the Employment Agreement is qualified in its entirety by the final terms of the Employment Agreement, a form of which is expected to be filed with the Company’s next Annual Report on Form 10-K. The Employment Agreement provides for the following:

- In the event that Mr. Connaway’s employment terminates due to non-renewal of the Employment Agreement, Mr. Connaway will not be entitled to any compensation or benefits from the Company other than those earned through the date of termination of employment.
- If Mr. Connaway’s employment is terminated by the Company without Cause or due to Mr. Connaway’s death or Disability (each term as defined within the Employment Agreement), or if Mr. Connaway resigns from employment with the Company for Good Reason (collectively, a “Qualifying Termination”), Mr. Connaway will be entitled to the following severance benefits as long as Mr. Connaway signs a general release in favor of the Company:
 - a lump sum payment equal to the product of (i) 1.0 and (ii) the sum of Mr. Connaway’s base salary and Mr. Connaway’s prorated target annual bonus as of the termination date, each as in effect on the date of the Qualifying Termination; and
 - payment of premiums necessary to continue group health insurance under COBRA for Mr. Connaway and Mr. Connaway’s eligible dependents for a period of up to 12 months following the Qualifying Termination.
- If, within the three (3) months preceding or the twelve (12) months following any “change in control” (as defined within the Employment Agreement), Mr. Connaway experiences a Qualifying Termination (a “CIC Termination”) and signs a general release of claims in favor of the Company, Mr. Connaway will be entitled to the following severance benefits and payments:
 - a lump sum payment equal to the product of (i) 1.0 and (ii) the sum of Mr. Connaway’s base salary and Mr. Connaway’s target annual bonus, each as in effect on the date of the CIC Termination;
 - all of Mr. Connaway’s outstanding equity awards will fully vest (with performance awards vesting based on actual performance (if determinable) or target); and
 - payment of premiums necessary to continue group health insurance under COBRA for Mr. Connaway’s eligible dependents for a period of up to 18 months following the CIC Termination.

The Employment Agreement also contains a non-compete covenant generally prohibiting Mr. Connaway from providing services to a competitor or soliciting employees or business contacts for 12 months following Mr. Connaway’s termination of employment for any reason. In addition, the Employment Agreement mandates that Mr. Connaway’s confidentiality obligations continue even after Mr. Connaway’s termination of employment.

The selection of Mr. Connaway to serve as the Company’s Senior Vice President and Chief Financial Officer was not pursuant to any arrangement or understanding with any other person. Mr. Connaway does not have a family relationship with any of the officers or directors of the Company.

There are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

Departure of Chief Financial Officer

David Gray, Senior Vice President and Chief Financial Officer of the Company, voluntarily resigned from his position, effective May 28, 2024.

Entry into Separation Agreement and Consulting Agreement with David Gray

On May 28, 2024, the Company entered into a formal separation agreement and release agreement with Mr. Gray (the "Separation Agreement"). The Separation Agreement includes the following payment provisions: (i) one year of salary, (ii) prorated target annual bonus as of the Separation Agreement and (iii) payment of premiums necessary to continue group health insurance under COBRA for Mr. Gray and Mr. Gray's eligible dependents for a period of up to 12 months following. On May 28, 2024, Mr. Gray also entered into a consulting agreement with the Company and will serve as a consultant to the Company through September 29, 2024 (the "Consulting Agreement" and the "Gray Consulting Period"). During the Gray Consulting Period, Mr. Gray will provide consulting services at a rate of \$5,000 per month. Mr. Gray has also agreed to customary confidentiality restrictions within the Consulting Agreement.

The foregoing description of the Separation Agreement and Consulting Agreement is qualified in its entirety by reference to the Separation Agreement and the Consulting Agreement which are attached as Exhibits 10.1 and 10.2.

Item 8.01. Other Events.

On May 28, 2024, the Company issued a press release regarding the appointment of Mr. Connaway. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Separation Agreement dated May 28, 2024.
10.2	Consulting Agreement dated May 28, 2024.
99.1	Press Release dated May 28, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

RELEASE AGREEMENT

This Amendment of Employment Agreement and Release Agreement (this "Agreement") constitutes the release referred to in that certain Employment Agreement (the "Employment Agreement") dated as of May 28, 2024, by and between David M. Gray ("Executive") and Aviat U.S., Inc., (the "Company"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Employment Agreement.

(a) For good and valuable consideration, including the Company's provision of certain severance payments (or a portion thereof) to Executive in accordance with Section 6(f)(ii) of the Employment Agreement, Executive hereby releases, discharges, and forever acquits (A) the Company, its subsidiaries and all of its other Affiliates and (B) the past, present, and future stockholders, officers, members, partners, directors, managers, employees, agents, attorneys, heirs, representatives, successors, and assigns of the entities specified in clause (A) above, in their personal and representative capacities (collectively, the "Company Parties"), from liability for, and hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter on or prior to the date of the execution of this Agreement including, without limitation, (1) any alleged violation through the date of this Agreement of: (i) the Age Discrimination in Employment Act of 1967, as amended (including as amended by the Older Workers Benefit Protection Act); (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Civil Rights Act of 1991; (iv) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (v) the Employee Retirement Income Security Act of 1974, as amended; (vi) the Immigration Reform Control Act, as amended; (vii) the Americans with Disabilities Act of 1990, as amended; (viii) the National Labor Relations Act, as amended; (ix) the Occupational Safety and Health Act, as amended; (x) the Family and Medical Leave Act of 1993; (xi) any federal, state, or local anti-discrimination law; (xii) any federal, state, or local wage and hour law; (xiii) any other local, state, or federal law, regulation, or ordinance; and (xiv) any public policy, contract, tort, or common law claim; (2) any allegation for costs, fees, or other expenses including attorneys' fees incurred in or with respect to a Released Claim; (3) any and all rights, benefits, or claims Executive may have under any employment contract, incentive compensation plan, or equity incentive plan with any Company Party or to any ownership interest in any Company Party except as expressly provided: (I) in Section 6(f)(ii) of the Employment Agreement; and (II) pursuant to the terms of any equity compensation agreement between Executive and a Company Party (including any Award Agreement (as defined in the LTIP) relating to an award granted to Executive pursuant to the LTIP), and (4) any claim for compensation or benefits of any kind not expressly set forth in the Employment Agreement or any equity compensation agreement (collectively, the "Released Claims"). In no event shall the Released Claims include (a) any claim that arises after the date Executive signs this Agreement, (b) any claim to vested benefits under an employee benefit plan or equity compensation plan, or (c) any claims for contractual payments under Section 5(a) or Section 6(f)(ii) of the Employment Agreement. This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for the consideration recited in the first sentence of this paragraph, any and all potential claims of this nature that Executive may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised, and waived. By signing this Agreement, Executive is bound by it. Anyone who succeeds to Executive's rights and responsibilities, such as heirs or the executor of Executive's estate, is also bound by this Agreement. This release also applies to any claims brought by any person or agency or class action under which Executive may have a right or benefit. Notwithstanding the release of liability contained herein, nothing in this Agreement prevents Executive from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, Financial Industry Regulatory Authority (FINRA), or any other federal, state, or local governmental agency, authority, or commission (each, a "Governmental Agency") or participating in any investigation or proceeding conducted by any Governmental Agency. Executive understands that this Agreement does not limit Executive's ability to communicate with any Governmental Agency or otherwise

participate in any investigation or proceeding that may be conducted by any Governmental Agency (including by providing documents or other information to a Governmental Agency) without notice to the Company or any other Company Party. This Agreement does not limit Executive's right to receive an award from a Governmental Agency for information provided to a Governmental Agency. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.**

(b) Executive agrees not to bring or join any lawsuit or arbitration proceeding against any of the Company Parties in any court relating to any of the Released Claims. Executive represents that Executive has not brought or joined any lawsuit or filed any charge or claim against any of the Company Parties in any court or before any government agency and has made no assignment of any rights Executive has asserted or may have against any of the Company Parties to any person or entity, in each case, with respect to any Released Claims.

(c) By executing and delivering this Agreement, Executive acknowledges that:

(i) Executive has carefully read this Agreement;

(ii) Executive has had at least twenty-one (21) days to consider this Agreement before the execution and delivery hereof to the Company;

(iii) Executive has been advised, and hereby is advised in writing, that Executive may, at Executive's option, discuss this Agreement with an attorney of Executive's choice and that Executive has had adequate opportunity to do so;

(iv) Executive fully understands the final and binding effect of this Agreement; the only promises made to Executive to sign this Agreement are those stated in the Employment Agreement and herein; and Executive is signing this Agreement knowingly, voluntarily, and of Executive's own free will, and that Executive understands and agrees to each of the terms of this Agreement; and

(v) With the exception of any sums that Executive may be owed pursuant to Section 6(f)(ii) of the Employment Agreement, Executive has been paid all wages and other compensation to which Executive is entitled under the Agreement and received all leaves (paid and unpaid) to which Executive was entitled during the period of Executive's employment with the Company. The amount owed to Executive pursuant to Section 6(f)(ii) shall be paid in ten equal payments monthly following the 60 days after the Termination Date until the one year anniversary date of this agreement.

Notwithstanding the initial effectiveness of this Agreement, Executive may revoke the delivery (and therefore the effectiveness) of this Agreement within the seven-day period beginning on the date Executive delivers this Agreement to the Company (such seven-day period being referred to herein as the "Release Revocation Period"). To be effective, such revocation must be in writing signed by Executive and must be delivered to the General Counsel of the Company before 11:59 p.m., eastern time, on the last day of the Release Revocation Period. If an effective revocation is delivered in the foregoing manner and timeframe, this Agreement shall be of no force or effect and shall be null and void ab initio. No consideration shall be paid if this Agreement is revoked by Executive in the foregoing manner.

Executed on this 28th day of May, 2024.

/s/ David M. Gray

David M. Gray



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”), entered into on May 28, 2024, is between **Aviat U.S., Inc.**, a wholly owned subsidiary of Aviat Networks, Inc., (“Aviat US”), and David Gray, (“Consultant”), located at 1172 Thornwell Drive Northeast, Brookhaven, GA 30319, USA.

WHEREAS, Aviat US requires consulting services in the area of Sales and Services consulting; and

WHEREAS, Consultant has experience and expertise in these areas and agrees to provide consulting services to Aviat US on a temporary independent contractor basis;

THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Consulting Services

(a) Consultant will provide consulting services as described in Exhibit A (“Services”). Aviat US must approve all consulting services in advance.

(b) Consultant will operate without any direct Aviat US supervision. If Consultant has questions, needs information or documentation, or needs to consult with a Aviat US representative concerning this Agreement, Consultant should contact Pete Smith.

(c) Consultant must be able to travel as Aviat US’s business needs may require which shall be mutually agreed upon and in accordance with Aviat’s current travel and expense policies.

2. Fees and Expenses

(a) For those consulting Services rendered pursuant to Exhibit A, Consultant will be compensated in accordance with the terms of Exhibit A. Invoices shall be submitted by Consultant for payment following the month work is performed. Terms of payment are net thirty (30) calendar days after receipt of a complete invoice by Aviat US’s Accounts Payable Department. Consultant will be responsible for all expenses incurred while performing Services under this Agreement, including, but not limited to license fees, memberships and dues, etc.

(b) Consultant will submit invoices for Services on a monthly basis unless otherwise set forth in Exhibit A by one of the following ways:

- (1) By email to: USAP-Invoices@aviatnet.com or
- (2) By mail to:

Aviat Networks
Accounts Payable
5250 Prue Road, Suite 535
San Antonio, TX 78240

(c) No compensation will be paid for commuting time, non-productive time, or overhead services unless approved in writing by Aviat US in advance.

3. Independent Contractor Status

It is specifically agreed that for any and all purposes Consultant is an independent contractor and not an employee of Aviat US and, further, that Consultant has no authority to represent or bind Aviat US in any capacity with a third party. Consultant will notify third parties of this limitation.

It is further agreed, consistent with Consultant's independent contractor status, that:

- Consultant has the right to perform services for others during the term of this Agreement, subject to the restrictions set forth in Paragraph 15.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement are performed.

- Consultant has the right to perform the services required by this Agreement at any place, location, or time.
- Consultant will furnish all equipment and materials used to provide the Services required by this Agreement.
- Consultant will perform the Services required by this Agreement; Aviat US will not hire, supervise, or pay such employees or contract personnel for Services provided under this Agreement.
- Consultant will defend, indemnify and hold harmless Aviat US, its directors, officers, employees and agents from and against any and all costs, claims or damages of any nature, which are asserted against, arise out of, or relate to any acts or omissions made in the performance of its duties with regard to compensation for its employees and contract personnel.
- Consultant will not receive any training from Aviat US in the skills necessary to perform the services required by this Agreement.

4. Taxes

Aviat US will not withhold taxes, FICA, etc. on Consultant's behalf. Consultant will pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon request, Consultant will provide Aviat US with proof that such payments have been made.

5. Benefits

Consultant understands and agrees that Consultant is not eligible to participate in any Aviat US employee retirement, health, vacation pay, sick pay or other benefit plans of Aviat US. Consultant expressly disclaims entitlement to any such benefits.

6. Workers' Compensation

Aviat US will not obtain workers' compensation insurance on behalf of Consultant. Consultant may not hire employees to perform any Services under this Agreement.

7. Unemployment Compensation

Aviat US will make no state or federal unemployment compensation payments on behalf of Consultant. Consultant will not be entitled to such benefits in connection with work performed under this Agreement.

8. Insurance

Aviat US will not provide insurance coverage of any kind for Consultant.

9. Term

The term of this Agreement will commence on May 29, 2024 and terminate four months later on September 29, 2024 unless terminated sooner as set forth in Section 10. This Agreement may be extended and/or modified by mutual written agreement.

10. Termination

This Agreement may be terminated by Aviat US at its discretion upon five (5) business days' prior notice to Consultant. Consultant may terminate this Agreement upon not less than thirty (30) days' prior written notice to Aviat US. Termination will become effective five (5) days after service of such written notice, and all duties and obligations of the parties under this Agreement will cease as of the effective date of termination. The provisions set forth in Sections 11 through 14 will survive the termination or expiration of this Agreement.

11. Title to Work Product

Consultant agrees that, with respect to any work performed for Aviat US hereunder resulting in Consultant's preparation of written or verbal reports, studies, analyses, research data, proposals, strategies or similar work product, Consultant agrees to assign, and hereby assigns to Aviat US, all rights, title, and interest in and to said work product and related intellectual property rights, pursuant to the Nondisclosure and Invention Agreement attached herein as Exhibit B. Said work product shall be deemed "Confidential Information" under the Nondisclosure and Invention Agreement.

12. Indemnification and Hold Harmless

Consultant will defend, indemnify and hold harmless Aviat US, its directors, officers, employees and agents from and against any and all costs, losses, claims or damages of any nature, which are asserted against, arise out of, or relate to any acts or omissions made in the performance of duties under this Agreement by Consultant, including all costs, losses, claims or damages of Aviat US arising out of or relating to the failure of Consultant to comply with the terms of the Nondisclosure and Invention Agreement (Exhibit B). As a direct beneficiary of the Nondisclosure and Invention Agreement (Exhibit B), Aviat US retains the right and has standing to independently seek damages and/or injunctive relief directly against Consultant.

13. Standards of Business Conduct

(a) Consultant agrees to execute the Standards of Business Conduct Certification (Exhibit C) and agrees that Consultant will at all times adhere to Aviat US's published policies as they pertain to standards of employee conduct, as well as any other customary standards of business conduct including conduct prescribed by law or regulation.

(b) Consultant shall not at any time use Aviat US or any of its affiliate's name(s) or any of its trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of Aviat US.

14. Competitive Activity

It is understood that Consultant may render consulting services to other organizations but will not perform services related to the same subject matter as those performed under this Agreement for any other individual, firm or organization without prior written notification to and written consent by Aviat US for a period of twelve months after termination of this agreement. In those cases where a potential conflict appears to exist, a mutually agreeable resolution will be reached before such conflicting services are performed.

15. Non-Solicitation of Employees

The Consultant understands and acknowledges that Aviat US has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to Aviat US. The Consultant agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Aviat US or any of Aviat US's affiliated companies or induce the termination of employment of any Aviat US or affiliate employee, for a period of twelve months following the termination of this Agreement.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message.

16. Recordkeeping and Audits

(a) Consultant agrees to retain all records pertaining to this Agreement and the work performed hereunder for a period of three (3) years after the termination date of this Agreement.

17. Reliance on Counsel

(a) Each party has had the opportunity to consult with legal, financial, technical and any other experts it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement. All discussions, estimates or projections developed by a party during the course of negotiating the terms and conditions of this Agreement are by way of illustration only and, unless specifically contained in this Agreement, are not binding or enforceable against the other party in law or in equity.

(b) Each party has the full right, power and legal capacity to execute and deliver this Agreement and to perform the duties and obligations hereunder.

18. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties stipulate that jurisdiction and venue shall lie exclusively in the State of Texas for all causes of action under this Agreement, and Consultant submits to the jurisdiction of such courts.

19. Entire Agreement

The foregoing states the entire Agreement of the parties hereto and supersedes all prior and contemporaneous understandings and representations. No modifications of this Agreement will be binding upon the parties unless in writing and executed by the respective parties.

20. Severability of Provisions

It is the intent of the parties that all of the provisions set forth herein are severable and independent. In the event that any of the provisions herein should be held to be invalid or unenforceable, all other provisions will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives on the date above written.

AVIAT US., INC.

CONSULTANT

E. Spencer Stoakley

Print Name

David Gray

Print Name

/s/ E. Spencer Stoakley

Signature

/s/ David Gray

Signature

CHRO

Title

Consultant

Title

May 28, 2024

Date

May 28, 2024

Date

EXHIBIT A

DESCRIPTION OF SERVICES TO BE PERFORMED

STATEMENT OF WORK

FEES

1. SERVICES TO BE PROVIDED

Assistance with transition of financial related business related to the Chief Financial Officer.

2. AVIAT POINT OF CONTACT AND ANY REPORTS TO BE SUBMITTED

Pete Smith, CEO

3. PRICE AND PAYMENT TERMS

3.1 In consideration for the Services provided, Consultant shall receive the following Fees: \$5,000.00 per month.

3.2 Consultant 's Fees shall be invoiced in USD as follows: on the last day of the invoiced month. Invoices shall be submitted along with supporting documentation, such as time sheets detailing the number of hours worked and the accomplished tasks and original receipts for any expense claim.

3.3 Consultant 's invoices shall be paid net 30 days after the date of receipt of Consultant's invoice and of any agreed supporting documentation by Aviat's Accounts Payable.

EXHIBIT B

NONDISCLOSURE AND INVENTION AGREEMENT FOR CONSULTANT

In addition to the terms set forth in the subject Consulting Agreement between Aviat US and Consultant, the parties further agree as follows:

1. Definitions

(a) "Confidential Information" means any confidential, proprietary or trade secret information, whether or not marked or otherwise designated as confidential, whether in document, electronic or other form, and includes, without limitation, information that is not publicly known regarding finances, business and marketing plans, proposals, projections, forecasts, existing and prospective customers, vendor identities, employees and compensation, drawings, manuals, inventions, patent applications, process and fabrication information, research plans and results, computer programs, data bases, software flow charts, specifications, technical data, scientific and technical information, test results, market studies, and know-how related to any of the above.

(b) "Aviat US Confidential Information" means Confidential Information relating to Aviat US and including Confidential Information received by Aviat US from third parties which Aviat US is obligated to keep confidential.

2. Confidential Information Acquired Outside of My Aviat US Consulting Arrangement

During the period that I am providing consulting services to Aviat US, I will hold in strictest confidence and not use or disclose for the benefit of Aviat US any Confidential Information of any prior employer, consulted party, person or entity without the express written consent of such employer, consulted party, person or entity.

3. Representations to Aviat US

By signing this Nondisclosure and Invention Agreement, I also certify that my consulting to Aviat US does not and will not violate the provisions of any agreements or understandings, written or oral, to which I am a party, including any agreements or understandings relating to the protection of Confidential Information and any covenants not to compete. I agree to specifically identify in an attachment to this Nondisclosure and Invention Agreement any and all agreements or understandings, written or oral, with any other employer, person or entity that may affect or restrict the consulting services rendered to Aviat US, and to attach hereto non-confidential copies of any such written agreements or understandings.

4. Confidential Information Acquired During My Consultancy to Aviat US

During and after the period of my consulting to Aviat US, I will maintain in strict confidence and not disclose nor permit to be disclosed to any person or entity, including customers, suppliers or competitors of Aviat US, the nature, purpose or results of my work for Aviat US or any Aviat US Confidential Information except with the prior written permission of Aviat US. Also, I will not use any Aviat US Confidential Information for the benefit of anyone other than Aviat US. Further, I represent that I will not, during my consulting for Aviat US, enter into any agreement requiring the protection of Confidential Information of another person or entity relating to any business or technology of Aviat US without the prior written consent of Aviat US. The obligations set forth in this Paragraph will survive for a period of five (5) years after termination of my Consulting Agreement with Aviat US.

5. Disclosure of Inventions and Assignment to Aviat US

(a) All inventions (whether patentable or unpatentable), improvements, ideas, discoveries and creations (including computer programs) and all copyrights therein, which during the period of my consulting to Aviat US that I shall conceive or first reduce to practice alone or in conjunction with others (a) while engaged in any work for Aviat US or with the use of facilities or materials of Aviat US, or (b) which relate to any product, process, development or research work, or any other business of Aviat US, and all records relating thereto (in written, or machine readable, or other form), will be the property of Aviat US. I agree to promptly make full written disclosure of all inventions I may conceive or first reduce to practice during the period of my consulting to Aviat US, and to submit such disclosures and related records to the proper designated representative of Aviat US.

(b) Further, on request of Aviat US at any time, I will, without charge but at Aviat US's expense, execute and deliver applications for patents and copyright registrations in the United States or any foreign countries on such inventions, improvements, discoveries and creations, together with assignment to Aviat US of my entire interest therein, and I will give to Aviat US such reasonable assistance as may be requested of me in securing, enforcing and protecting such applications, patents, unpublished copyrights and copyright registrations.

(c) I agree to identify on a non-confidential basis in a separate attachment my prior inventive activities which I own or control in whole or in part.

(d) All copyrightable works and creations, including computer programs, designs, pictorial works and graphic works (the "Works") specified or created hereunder, have been specifically ordered or commissioned by Aviat US, and where applicable, all Works shall be considered works made for hire. I agree to mark all Works with Aviat US's copyright or other proprietary notice as directed by Aviat US and shall take all actions deemed necessary by Aviat US to protect Aviat US's rights therein. In the event that the Works shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Works, I agree to irrevocably assign to Aviat US, without further consideration, its entire right, title and interest in and to each and every such Works, including all moral rights in the Works, in perpetuity, including the right to display, reproduce, and distribute copies of the Works and prepare derivative works based thereon. I further agree to assist Aviat US in registering the copyrights and other rights as author and enforcing all copyrights and other rights and protections relating to the Works in any and all countries.

6. Physical Property Acquired During My Consultancy

At the conclusion of my consulting to Aviat US, I agree to immediately return all physical or tangible property of Aviat US including but not limited to keys, computers, equipment, supplies, and the originals and copies of any and all records, notebooks, drawings, technical data, photographs, recordings, reports, studies, analyses, research data, proposals, strategies and computer files.

7. Termination

I understand that my obligations under this Nondisclosure and Invention Agreement will survive the period of my consulting to Aviat US. I agree to provide, and consent to Aviat US to provide, a copy of this Nondisclosure and Invention Agreement to any recruiter, or prospective or subsequent employer or party to whom I may render consultant services.

8. Assignment

This Nondisclosure and Invention Agreement may be enforced by Aviat US's assignees and successors.

9. Non-Waiver

I understand and agree that the failure of Aviat US to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Nondisclosure and Invention Agreement will not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure will in no way affect the validity of this Nondisclosure and Invention Agreement or the rights and obligations hereunder. Further, I understand and agree that, in addition to my obligations under this Nondisclosure and Invention Agreement, I may have additional obligations to Aviat US that arise under statutory and/or common law, and that nothing in this Nondisclosure and Invention Agreement is intended to or is to be construed as a waiver or relinquishment by Aviat US of any of its statutory and/or common law rights or claims.

10. Term of Assignment

This Agreement will not be construed to constitute a term certain for my period of consulting to Aviat US. I understand that my relationship with Aviat US is governed by the Independent Contractor Agreement between Aviat US and me.

11. Damages and Injunctive Relief

I understand that in the event of a breach or threatened breach of this Nondisclosure and Invention Agreement, Aviat US may suffer irreparable harm and will be entitled to injunctive relief to enforce this Nondisclosure and Invention Agreement without the necessity of posting a bond or other security and without prejudice to any other rights and remedies that Aviat US may have for a breach of this Nondisclosure and Invention Agreement.

12. Governing Law and Venue

This Nondisclosure and Invention Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without regard to or application of choice of law rules or principles. I hereby expressly consent to the jurisdiction and venue of the state and federal courts in Travis County, Texas in any lawsuit filed by Aviat US or me relating to this Nondisclosure and Invention Agreement.

13. Severability

In the event that any provision of this Nondisclosure and Invention Agreement is found by a court to be illegal, invalid or unenforceable, then such provision will not be voided but will be enforced to the maximum extent permissible under applicable law, and the remainder of this Nondisclosure and Invention Agreement will remain in full force and effect.

14. Entire Agreement

This Nondisclosure and Invention Agreement sets forth the entire agreement and understanding between Aviat US and me relating to the subject matter hereof and supersedes all other agreements and discussions between us, except this Nondisclosure and Invention Agreement will not void my obligations to protect all Confidential Information and assign inventions in accordance with any prior agreement between me and Aviat US. No changes to this Nondisclosure and Invention Agreement, nor any waiver of any rights under this Nondisclosure and Invention Agreement, will be effective unless in writing signed by an authorized representative of Aviat US. Any change or changes in my duties, assignments, salary or compensation will not affect my responsibilities and obligations under this Nondisclosure and Invention Agreement.

15. Voluntary Nature of Nondisclosure and Invention Agreement

My signature below certifies that I have read, understand and agree with the terms and conditions of this Nondisclosure and Invention Agreement, and that I am voluntarily signing this Nondisclosure and Invention Agreement.

AVIAT US., INC.

By: /s/ E. Spencer Stoakley
Print Name: E. Spencer Stoakley
Title: CHRO
Date: May 28, 2024

CONSULTANT

Signature: /s/ David Gray
Print Name: David Gray
Title: Consultant
Date: May 28, 2024

EXHIBIT C

STANDARDS OF BUSINESS CONDUCT CERTIFICATION

I acknowledge receipt of Aviat Networks “Code of Conduct”, which I have read, understand, and agree to fully comply with.

David Gray

Name *(Please Print)*

Aviat Networks, Inc.

Organization / Location

/s/ David Gray

Signature

May 28, 2024

Date

Aviat Networks Appoints Michael Connaway as Chief Financial Officer

AUSTIN, Texas, May 28, 2024 -- Aviat Networks, Inc. (“Aviat Networks,” “Aviat,” or the “Company”), (Nasdaq: [AVNW](#)), the leading expert in wireless transport and access solutions, today, is announcing the appointment of Michael C. Connaway as Senior Vice President and Chief Financial Officer. Mr. Connaway’s employment with the Company is effective as of today, and he will serve as the Company’s Principal Financial Officer.

“We are thrilled to welcome Michael to the Aviat team. Given his tremendous track record across multiple industries, end markets, and operating environments and his past success leading profit and loss statements ranging from \$2.5 to \$7 billion, he is uniquely suited to drive value for Aviat’s customers, shareholders, and employees”, said Peter A. Smith, President and CEO of Aviat Networks. “Michael brings more than 20 years of leadership experience in financial and business management for billion-dollar organizations. With this experience, he will help Aviat as we scale to the next level of growth. I would also like to thank David Gray for his commitment and dedication to Aviat over the past three years as the company experienced strong growth.”

Prior to joining Aviat, Michael 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.

Michael 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, Michael 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. Michael holds a Bachelor of Science degree in Finance from Boston College.

Mr. Connaway added, “I couldn’t be more excited to join Aviat and look forward to working closely with Pete, the leadership team, and our talented employees as we seek to continue to grow our business, drive process discipline & productivity leveraging Aviat’s operating model, and further differentiate through performance versus our peer group. I will build on and add to Aviat’s reputation for excellence, its strong competitive position, and ability to grow profitably. Ultimately, I will focus on further entrenching & broadening Aviat’s unique capabilities in how we serve our customers, creating & capitalizing upon new growth opportunities – both organic and inorganic, and in the end will seek to relentlessly create incremental value for our owners, every day.”

About Aviat Networks

Aviat Networks, Inc. is the leading expert in wireless transport and access solutions and works to provide dependable products, services and support to its customers. With more than one million systems sold into 170 countries worldwide, communications service providers and private network operators including state/local government, utility, federal government and defense organizations trust Aviat with their critical applications. Coupled with a long history of microwave innovations, Aviat provides a comprehensive suite of localized professional and support services enabling customers to drastically simplify both their networks and their lives. For more than 70 years, the experts at Aviat have delivered high performance products, simplified operations, and the best overall customer experience. For more information, visit www.aviatnetworks.com or connect with Aviat Networks on [Facebook](#) and [LinkedIn](#).

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