

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

FORM S-8

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

HARRIS STRATEX NETWORKS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

20-5961564
(I.R.S. Employer
Identification Number)

637 Davis Drive, Morrisville, North Carolina 27560
(Address of Principal Executive Offices)

Harris Stratex Networks, Inc. 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009)
Harris Stratex Networks, Inc. 2010 Employee Stock Purchase Plan
(Full Title of the Plans)

Harald J. Braun
Chief Executive Officer
Harris Stratex Networks, Inc.
637 Davis Drive
Morrisville, North Carolina 27560
(Name and Address of Agent for Service)

(919) 767-3250
(Telephone Number, Including Area Code for Agent for Service)

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (2)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price (3)	Amount of Registration Fee (3)
Common Stock, par value \$0.01 per share, issuable under the Harris Stratex Networks, Inc. 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009) (1)	5,400,000	\$6.15	\$33,210,000.00	\$1,853.12
Common Stock, par value \$0.01 per share, issuable under the Harris Stratex Networks, Inc. 2010 Employee Stock Purchase Plan	850,000	\$6.15	\$5,227,500.00	\$291.69

(1) A Registration Statement on Form S-8 (File No. 333-140442) was filed with the Securities and Exchange Commission (the "SEC") on February 5, 2007 covering the registration of 5,000,000 shares of Common Stock under the Registrant's 2007 Stock Equity Plan. A registration fee in the amount of \$10,705.35 was paid for registering such 5,000,000 shares of Common Stock. Pursuant to General Instruction E of Form S-8, this registration statement is being filed to register an additional 5,400,000 shares authorized under the Registrant's 2007 Stock Equity Plan, as amended and restated. The contents of the prior registration statement are incorporated herein by reference.

- (2) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers an indeterminate number of additional shares of common stock that may be offered or issued by reason of stock splits, stock dividends or similar transactions.
 - (3) Estimated solely for purposes of calculating the registration fee. The estimate is made pursuant to Rules 457(c) and (h) under the Securities Act, and based upon the average high and low prices of a share of Registrant's common stock, as reported on the NASDAQ Global Market on November 30, 2009 (\$6.15).
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EXPLANATORY NOTE

On February 5, 2007, the Registrant filed a Registration Statement on Form S-8 (File No. 333-140442) with the SEC covering the registration of 5,000,000 shares of Common Stock under the Registrant's 2007 Stock Equity Plan. At the annual meeting of the Registrant's stockholders on November 19, 2009, the Registrant's stockholders approved the amendment and restatement of the Registrant's 2007 Stock Equity Plan and the 2010 Employee Stock Purchase Plan. The amendment and restatement of the Registrant's 2007 Stock Equity Plan increased the authorized shares issuable under such plan by 5,400,000 shares from 5,000,000 to 10,400,000. Pursuant to General Instruction E of Form S-8, this registration statement is being filed to register an additional 5,400,000 shares authorized under the 2007 Stock Equity Plan, as amended and restated. The contents of the prior registration statement are incorporated herein by reference. This registration statement is also being filed to register the 850,000 shares issuable under the 2010 Employee Stock Purchase Plan.

PART I

The documents containing the information specified in this Part I will be sent or given to employees as specified by Rule 428(b)(1) promulgated under the Securities Act. In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the SEC either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference in the registration statement pursuant to Item 3 of Part II of this form, taken together, constitute a prospectus that meets the requirement of Section 10(a) of the Securities Act and are available without charge, upon oral or written request, to: Harris Stratex Networks, Inc., 637 Davis Drive, Morrisville, North Carolina 27560, Attention: Secretary.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the SEC by the Company pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are hereby incorporated by reference in, and shall be deemed to be a part of, this registration statement:

1. The Registrant's annual report on Form 10-K for the fiscal year ended July 3, 2009 filed with the SEC on September 4, 2009;
2. The Registrant's quarterly report on Form 10-Q for the fiscal quarter ended October 2, 2009 filed with the SEC on November 10, 2009;
3. The Registrant's current reports on Form 8-K filed with the SEC on September 8, 2009 and November 23, 2009;
4. All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since July 3, 2009; and
5. The description of Registrant's common stock set forth in our registration statement on Form 8-A filed with the SEC on January 26, 2007, including any amendment or report filed for the purpose of updating such information.

In addition, all documents filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this registration statement and prior to the filing of a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all of such securities then remaining unsold, are deemed to be incorporated by reference in this registration statement and to be a part hereof from the respective dates of filing of such documents. Any statement contained in this registration statement or in a document incorporated by reference shall be deemed modified or superseded to the extent that a statement contained in any subsequently filed document which also is or is deemed to be incorporated by reference herein or therein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof, except as so modified or superseded.

Item 4. Description of Securities.

Not applicable.

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Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorney's fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation a derivative action), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceedings, had no reasonable cause to believe their conduct was unlawful.

A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation unless the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

The Registrant's Amended and Restated Certificate of Incorporation provides that a director shall not be liable to the Registrant or its stockholders for monetary damages for a breach of fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under applicable law. The Registrant's Amended and Restated Bylaws provide that the Registrant shall indemnify and hold harmless, to the fullest extent permitted by applicable law, a director or officer of the Registrant against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by those persons in connection with any action, suit or proceeding in which they were, are, or threatened to be involved by virtue of their service as a director or officer of the Registrant or their service at the request of the Registrant as a director, officer, employee or agent of, or in any other capacity with respect to, another corporation or a partnership, joint venture, trust or other entity or enterprise. However, with limited exceptions, the Registrant will indemnify such director or officer seeking indemnification in connection with an action, suit or proceeding initiated by such director or officer only if the action, suit or proceeding was authorized by the board of directors of the Registrant. In addition, the Registrant's Amended and Restated Bylaws provide that the Registrant will pay, in advance of the disposition of any action, suit or proceeding, any reasonable expenses incurred by such a director or officer subject to such person agreeing to repay any such amounts if it is judicially determined that such person is not entitled to be indemnified for such expenses. The indemnification provided by the Amended and Restated Bylaws are not exclusive of any other rights such persons may have under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

The Registrant maintains insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Registrant would have the power to indemnify him against such liability under the provisions of the Registrant's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See the Exhibit Index which is incorporated herein by reference.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

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(1) To file, during any period in which offers or sales are being made, a post effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided however, that paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in

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the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8, and has duly caused this registration statement on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Morrisville, the state of North Carolina, on December 7, 2009.

HARRIS STRATEX NETWORKS, INC.

By: /s/ HARALD J. BRAUN
Name: Harald J. Braun
Title: President, Chief Executive Officer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Harald J. Braun, Thomas L. Cronan, III and Meena Elliott with full power to act alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any subsequent registration statement filed by the Registrant pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original, but which taken together, shall constitute one instrument.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Harald J. Braun</u> Harald J. Braun	President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	December 7, 2009
<u>/s/ Thomas L. Cronan, III</u> Thomas L. Cronan, III	Senior Vice President and Chief Financial Officer <i>(Principal Financial Officer)</i>	December 7, 2009
<u>/s/ J. Russell Mincey</u> J. Russell Mincey	Vice President, Corporate Controller and Principal Accounting Officer <i>(Principal Accounting Officer)</i>	December 7, 2009
<u>/s/ Eric C. Evans</u> Eric C. Evans	Director	December 7, 2009

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William A. Hasler</u> William A. Hasler	Director	December 7, 2009
<u>/s/ Clifford H. Higgerson</u> Clifford H. Higgerson	Director	December 7, 2009
<u>/s/ Charles D. Kissner</u> Charles D. Kissner	Director	December 7, 2009
<u>/s/ Dr. Mohsen Sohi</u> Dr. Mohsen Sohi	Director	December 7, 2009
<u>/s/ James C. Stoffel</u> James C. Stoffel	Director	December 7, 2009
<u>/s/ Edward F. Thompson</u> Edward F. Thompson	Director	December 7, 2009

EXHIBIT INDEX

- 4.1 Amended and Restated Certificate of Incorporation of the Registrant. Incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K (File No. 001-33278) filed on November 23, 2009.
- 4.2 Amended and Restated Bylaws of the Registrant. Incorporated by reference to Exhibit 3.2 to the Registrant's Form 8-K (File No. 001-33278) filed on November 23, 2009.
- 4.3 Specimen common stock certificates. Incorporated herein by reference to Exhibit 4.1 to the Registrant's Annual Report on Form 10-K for the fiscal year ended June 29, 2007 (File No. 001-33278) filed on August 27, 2007.
- 4.4 Harris Stratex Networks, Inc. 2010 Employee Stock Purchase Plan. Incorporated by reference to Annex A to the Registrant's Proxy Statement on Schedule 14A (File No. 001-33278) filed on October 7, 2009.
- 4.5 Harris Stratex Networks, Inc. 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009). Incorporated by reference to Annex B to the Registrant's Proxy Statement on Schedule 14A (File No. 001-33278) filed on October 7, 2009.
- 5.1 Opinion of Bingham McCutchen LLP.
- 10.1 Form of Stock Option Awards Specific Terms and Conditions and General Terms and Conditions under the 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009).
- 10.2 Form of Restricted Stock Awards Specific Terms and Conditions and General Terms and Conditions under the 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009).
- 10.3 Form of Performance Share Awards Specific Terms and Conditions and General Terms and Conditions under the 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009).
- 15 Letter from Ernst & Young LLP, Independent Registered Public Accounting Firm, re: Unaudited Financial Statements.
- 23.1 Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
- 23.3 Consent of Bingham McCutchen LLP (contained in the opinion filed as Exhibit 5.1 to this Registration Statement).
- 24.1 Power of Attorney (included on the signature pages to this Registration Statement).

December 7, 2009

Harris Stratex Networks, Inc.
Research Triangle Park
637 Davis Drive
Morrisville, North Carolina 27560

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Harris Stratex Networks, Inc., a Delaware corporation (the "Company"), in connection with the preparation of the Company's Registration Statement on Form S-8 proposed to be filed with the Securities and Exchange Commission on or about December 7, 2009 (the "Registration Statement").

The Registration Statement covers the registration of 6,250,000 shares of common stock, par value \$0.01 per share, of the Company (the "Shares"), of which 5,400,000 shares are issuable by the Company upon exercise of options and other awards for the purchase of common stock to be granted under the Company's 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009) and 850,000 shares are issuable by the Company pursuant to the Company's 2010 Employee Stock Purchase Plan (collectively, the "Plans").

We have reviewed the corporate proceedings of the Company with respect to the authorization of the Plans. We have reviewed copies of each of the Plans as currently in effect. We have also examined and relied upon such agreements, instruments, corporate records, certificates, and other documents as we have deemed necessary or appropriate as a basis for the opinions hereinafter expressed. In our examination, we have assumed the genuineness of all signatures, the conformity to the originals of all documents reviewed by us as copies, the authenticity and completeness of all original documents reviewed by us in original or copy form, and the legal competence of each individual executing any document.

We further assume, without investigation, that all Shares issued pursuant to the Plans will be issued in accordance with the terms of the Plans and that the purchase price of each of the Shares will be at least equal to the par value of such Shares.

This opinion is limited solely to the Delaware General Corporation Law as applied by courts located in Delaware, the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting those laws.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued and delivered upon the exercise of options or awards granted pursuant to and in accordance with the Plans and against the consideration therefor, as specified in such Plans or documents governing such awards, will be validly issued, fully paid and nonassessable, provided, however, that the value of such consideration, whether consisting of cash, any tangible or intangible property or any benefit to the corporation, or any combination thereof, as determined by the board of directors of the Company from time to time, is at least equal to the par value of the Shares.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving this consent, however, we do not thereby admit that we are an “expert” within the meaning of the Securities Act of 1933, as amended.

Very truly yours,

/s/ BINGHAM MCCUTCHEN LLP

BINGHAM MCCUTCHEN LLP

Harris Stratex Networks, Inc.
Specific Terms and Conditions
Stock Option Awards

Grant Date _____, ____

Security Subject to Option Common Stock

Exercise Price per Share \$_____

Duration of Option (subject to the terms of the Plan) ____ years from Grant Date

Vesting [Insert vesting schedule]

Tax Status [Nonstatutory Option] [Incentive Option]

Change of Control [Insert applicable provision]

Subject to General Terms and Conditions and terms of 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009) (the "2007 Stock Equity Plan"). Capitalized terms are used as defined in the General Terms and Conditions and the 2007 Stock Equity Plan.

Harris Stratex Networks, Inc.
General Terms and Conditions
Stock Option Awards

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THE OPTION SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THE NOTICE OF AWARD, THE SPECIFIC TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Specific Terms and Condition, these General Terms and Conditions and the Prospectus, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Option subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed the notice of award (the "Notice"), the Plan, the Specific Terms and Condition, these General Terms and Conditions and the Prospectus in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award, and fully understands all provisions of the Notice, the Plan, the Specific Terms and Condition, these General Terms and Conditions and the Prospectus. The Grantee hereby agrees that all questions of interpretation and administration relating to the Notice, the Plan, the Specific Terms and Condition and these General Terms and Conditions shall be resolved by the Administrator in accordance with Section 12 of these General Terms and Conditions. The Grantee further agrees to the venue selection in accordance with Section 13 of these General Terms and Conditions. The Grantee further agrees to notify the Company upon any change in his or her residence address.

1. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable during its term in accordance with the vesting schedule set out in the Notice and with the applicable provisions of the Plan, the Specific Terms and Conditions and these General Terms and Conditions. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator. In no event shall the Company issue fractional Shares.

(b) Method of Exercise. The Option shall be exercisable by delivery of an exercise notice or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the Option, the whole number of Shares in respect of which the Option is being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company accompanied by payment of the Exercise Price. The Option shall be deemed to be exercised upon receipt by the Company of such notice accompanied by the Exercise Price, which, to the extent selected, shall be deemed to be satisfied by use of the broker-dealer sale and remittance procedure to pay the Exercise Price provided in Section 2(d), below.

(c) Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the Option until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Grantee incident to the receipt of Shares. Upon exercise of the Option, the Company or the Grantee's employer may offset or withhold (from any amount owed by the Company or the Grantee's employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations.

2. Method of Payment. Payment of the Exercise Price shall be made by any of the following, or a combination thereof, at the election of the Grantee; provided, however, that such exercise method does not then violate any Applicable Law and, provided further, that the portion of the Exercise Price equal to the par value of the Shares must be paid in cash or other legal consideration permitted by the Delaware General Corporation Law:

(a) cash;

(b) check;

(c) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price of the Shares as to which the Option is being exercised, provided, however, that Shares acquired under the Plan or any other equity compensation plan or agreement of the Company must have been held by the Grantee for a period of more than six (6) months (and not used for another Award exercise by attestation during such period); or

(d) payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (i) shall provide written instructions to a Company-designated brokerage firm or, in the case of "officers" within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (as so amended, the "'34 Act"), a brokerage firm selected by Grantee, to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (ii) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction.

3. Restrictions on Exercise. The Option may not be exercised if the issuance of the Shares subject to the Option upon such exercise would constitute a violation of any Applicable Laws or result in Grantee's liability under Section 16(b) of the 1934 Act . If the exercise of the Option within the applicable time periods set forth in Sections 4, 5 and 6 of these General Terms and Conditions is prevented by the provisions of this Section 3, the Option shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the Option is exercisable, but in any event no later than the Expiration Date set forth in the Notice.

4. Termination or Change of Continuous Service. In the event the Grantee's Continuous Service terminates, other than for Cause, the Grantee may, but only during the Post-Termination Exercise Period, exercise the portion of the Option that was vested at the date of such termination (the "Termination Date"). The Post-Termination Exercise Period shall commence on the Termination Date. In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the Option shall, except as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service (also the "Termination Date"). In no event, however, shall the Option be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the Option shall remain in effect and the Option shall continue to vest in accordance with the Vesting Schedule set forth in the Notice. Except as provided in Sections 5 and 6 below, to the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the Post-Termination Exercise Period, the Option shall terminate.

5. Disability or Retirement of Grantee. In the event the Grantee's Continuous Service terminates as a result of his or her Disability or Retirement, the Grantee may, but only within twelve (12) months commencing on the Termination Date (but in no event later than the Expiration Date), exercise the portion of the Option that was vested on the Termination Date. To the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the time specified herein, the Option shall terminate.

6. Death of Grantee. In the event of the termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the Grantee's death during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability or Retirement, the person who acquired the right to exercise the Option pursuant to Section 7 may exercise the portion of the Option that was vested at the date of termination within twelve (12) months commencing on the date of death (but in no event later than the Expiration Date). To the extent that the Option was unvested on the date of death, or if the vested portion of the Option is not exercised within the time specified herein, the Option shall terminate.

7. Transferability of Option. The Option may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the Option may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Option in the event of the Grantee's death on a beneficiary

designation form provided by the Administrator. Following the death of the Grantee, the Option, to the extent provided in Section 6, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the Option shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

8. Term of Option. The Option must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the Option shall be of no further force or effect and may not be exercised.

9. Tax Consequences. The Grantee may incur tax liability as a result of the Grantee's purchase or disposition of the Shares. THE GRANTEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.

10. Entire Agreement: Governing Law. The Notice, the Plan and these General Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and these General Terms and Conditions (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and these General Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan or these General Terms and Conditions be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Construction. The captions used in the Notice and these General Terms and Conditions are inserted for convenience and shall not be deemed a part of the Option for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

12. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or these General Terms and Conditions shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

13. Venue. The Company, the Grantee, and the Grantee's assignees pursuant to Section 7 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or these General Terms and Conditions shall be brought in the United States

District Court for the Eastern District of North Carolina (or should such court lack jurisdiction to hear such action, suit or proceeding, in a North Carolina state court in Wake County) or (at the Grantee's or such assignees' election) the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in Santa Clara County) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section 13 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

14. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

15. Definitions.

(a) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(b) "Applicable Laws" means the legal requirements relating to the administration of stock incentive plans, if any, under applicable provisions of federal securities laws, state corporate and securities laws, the Internal Revenue Code, the rules of any applicable stock exchange or national market system, and the rules of any foreign jurisdiction applicable to Options granted to residents therein.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means, with respect to the termination by the Company or a Related Entity of the Grantee's Continuous Service, that such termination is for "Cause" as such term is expressly defined in a then-effective written agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; (iii) unauthorized use or disclosure of confidential information or trade secrets of the Company or a Related Entity or (iv) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

(e) "Committee" means any committee appointed by the Board to administer the Plan.

(f) "Common Stock" means the common stock, \$0.01 par value per share, of the Company.

(g) “Consultant” means any person (other than an Employee or a Director, solely with respect to rendering services in such person’s capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(h) “Continuous Service” means that the provision of services to the Company or a Related Entity in any capacity of Employee, Director or Consultant, is not interrupted or terminated. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director or Consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(i) “Director” means a member of the Board or the board of directors of any Related Entity.

(j) “Disability” means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, “Disability” means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. The Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(k) “Employee” means any person, including an Officer or Director, who is an employee of the Company or any Related Entity. The payment of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

(l) “Fair Market Value” means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on one or more established stock exchanges or national market systems, including without limitation the NASDAQ Global Market or the NASDAQ Capital Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Common Stock is listed (as determined by the Administrator) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair

Market Value of a share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Administrator in good faith. "Related Entity" means any Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Subsidiary of the Company holds a substantial ownership interest, directly or indirectly.

(m) "Retirement" means retirement by the Grantee from Continuous Service on or after attaining the age of sixty (60) and after completing a minimum of twelve (12) months of uninterrupted Continuous Service.

(n) "Share" means a share of the Common Stock.

(o) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

Harris Stratex Networks, Inc.
Specific Terms and Conditions
Restricted Stock Awards

Grant Date _____, ____

Security Awarded Common Stock

Purchase Price An amount equal to \$0.01 per share (the par value) will be paid on behalf of the Awardee by the Company.

Vesting [Insert vesting schedule]

Unvested shares of restricted stock are subject to repurchase by the Company at \$0.01 per share (the par value) to the extent such shares have not vested prior to the end of eligible employment.

Change of Control [Insert applicable provision]

Subject to General Terms and Conditions and terms of 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009) (the "2007 Stock Equity Plan"). Capitalized terms are used as defined in the General Terms and Conditions and the 2007 Stock Equity Plan.

Harris Stratex Networks, Inc.

General Terms and Conditions

Restricted Stock Awards

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THIS AWARD SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THE NOTICE OF AWARD, THE SPECIFIC TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed the notice of award (the "Notice"), the Plan, the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award, and fully understands all provisions of the Notice, the Plan, the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus. The Grantee hereby agrees that all questions of interpretation and administration relating to the Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions shall be resolved by the Administrator in accordance with Section 11 of these General Terms and Conditions. The Grantee further agrees to the venue selection in accordance with Section 12 of these General Terms and Conditions. The Grantee further agrees to notify the Company upon any change in his or her residence address.

1. Issuance of Shares of Restricted Stock.

The restricted Shares issued to the Grantee shall be subject to the Notice, the Specific Terms and Conditions, these General Terms and Conditions, the Prospectus and the Plan, as amended from time to time, which are incorporated herein by reference. All restricted Shares issued to the Grantee shall be deemed issued to the Grantee as fully paid and non-assessable shares, and the Grantee shall have the right to vote the restricted Shares at meetings of the Company's stockholders. The Company shall pay any applicable stock transfer taxes imposed upon the issuance of the restricted Shares to the Grantee hereunder.

2. Transfer Restrictions. The restricted Shares issued to the Grantee may not be sold, transferred by gift, pledged, hypothecated, or otherwise transferred or disposed of by the Grantee prior to the date when the restricted Shares become vested pursuant to the vesting schedule set forth in the Specific Terms and Conditions. Any attempt to transfer restricted Shares in violation of this Section 2 shall be null and void and shall be disregarded.

3. Escrow of Shares. The Grantee agrees, immediately upon receipt of the certificate(s) for the restricted Shares, to deliver such certificate(s), together with an Assignment Separate from Certificate in the form attached hereto as Exhibit A, executed in blank by the Grantee with respect to each such stock certificate, to the Secretary or Assistant Secretary of the Company, or their designee, to hold in escrow for so long as such restricted Shares have not vested pursuant to the vesting schedule set forth in the Specific Terms and Conditions, with the authority to take all such actions and to effectuate all such transfers and/or releases as may be necessary or appropriate to accomplish the objectives of these General Terms and Conditions in accordance with the terms hereof. The Grantee hereby acknowledges that the appointment of the Secretary or Assistant Secretary of the Company (or their designee) as the escrow holder hereunder with the stated authorities is a material inducement to the Company to issue the Award and that such appointment is coupled with an interest and is accordingly irrevocable. The Grantee agrees that such escrow holder shall not be liable to the parties (or to any other party) for any actions or omissions unless such escrow holder is grossly negligent relative thereto. The escrow holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. Upon the vesting of restricted Shares, the escrow holder will, without further order or instruction, transmit to the Grantee the certificate evidencing such shares.

4. Additional Securities and Distribution.

(a) Any securities or cash received (other than a regular cash dividend) as the result of ownership of the restricted Shares (the "Additional Securities"), including, but not by way of limitation, warrants, options and securities received as a stock dividend or stock split, or as a result of a recapitalization or reorganization or other similar change in the Company's capital structure, shall be retained in escrow in the same manner and subject to the same conditions and restrictions as the restricted Shares with respect to which they were issued, including, without limitation, the vesting schedule set forth in the Specific Terms and Conditions. The Grantee shall be entitled to direct the Company to exercise any warrant or option received as Additional Securities upon supplying the funds necessary to do so, in which event the securities so purchased shall constitute Additional Securities, but the Grantee may not direct the Company to sell any such warrant or option. If Additional Securities consist of a convertible security, the Grantee may exercise any conversion right, and any securities so acquired shall constitute Additional Securities. In the event of any change in certificates evidencing the restricted Shares or the Additional Securities by reason of any recapitalization, reorganization or other transaction that results in the creation of Additional Securities, the escrow holder is authorized to deliver to the issuer the certificates evidencing the restricted Shares or the Additional Securities in exchange for the certificates of the replacement securities.

(b) The Company shall disburse to the Grantee all regular cash dividends with respect to the restricted Shares and Additional Securities (whether vested or not), less any applicable withholding obligations.

5. Taxes.

(a) Section 83(b) Election. If the Grantee makes a timely election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the “Code”) or similar provision of state law (collectively, an “83(b) Election”), the Grantee shall immediately pay the Company the amount necessary to satisfy any applicable United States federal, state, local or non-U.S. income and employment tax withholding obligations. In the event the Grantee determines to make an 83(b) Election, the Grantee hereby represents that he or she understands (a) the contents and requirements of the 83(b) Election, (b) the application of Section 83(b) of the Code to the receipt of the restricted Shares by the Grantee pursuant to the Notice, the Plan and these General Terms and Conditions, (c) the nature of the election to be made by the Grantee under Section 83(b) of the Code, (d) the effect and requirements of the 83(b) Election under relevant state and local tax laws, (e) that the 83(b) Election must be filed with the Internal Revenue Service within thirty (30) days following the date of the issuance of the Award, and (f) that the Grantee must submit a copy of such election to the Company and with his or her federal tax return for the calendar year in which the date of the issuance of the Award falls.

(b) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant or vesting of the Award or the subsequent sale of Shares subject to the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Grantee’s tax liability.

(c) Payment of Withholding Taxes. Prior to any event in connection with the Award (e.g., vesting) that the Company determines may result in any tax withholding obligation, whether United States federal, state, local or non-U.S., including any employment tax obligation (the “Tax Withholding Obligation”), the Grantee must arrange for the satisfaction of the minimum amount of such Tax Withholding Obligation in a manner acceptable to the Company.

(i) By Sale of Shares. Unless the Grantee determines to satisfy the Tax Withholding Obligation by some other means in accordance with clause (ii) below, the Grantee’s acceptance of this Award constitutes the Grantee’s instruction and authorization to the Company and any brokerage firm determined acceptable to the Company for such purpose to sell on the Grantee’s behalf a whole number of Shares from those Shares issuable to the Grantee as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum applicable Tax Withholding Obligation. Such Shares will be sold on the day such Tax Withholding Obligation arises (e.g., a vesting date) or as soon thereafter as practicable. The Grantee will be responsible for all broker’s fees and other costs of sale, and the Grantee agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. To the extent the proceeds of such sale exceed the Grantee’s minimum Tax

Withholding Obligation, the Company agrees to pay such excess in cash to the Grantee. The Grantee acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the Grantee's minimum Tax Withholding Obligation. Accordingly, the Grantee agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by the sale of Shares described above.

(ii) *By Check, Wire Transfer or Other Means.* At any time not less than two (2) business days (or such fewer number of business days as determined by the Administrator) before any Tax Withholding Obligation arises (e.g., a vesting date), the Grantee may elect to satisfy the Grantee's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation by (x) wire transfer to such account as the Company may direct, (y) delivery of a certified check payable to the Company, or (z) such other means as specified from time to time by the Administrator, including, but not limited to, by withholding from those Shares issuable to the Grantee the whole number of Shares sufficient to satisfy the minimum applicable Tax Withholding Obligation.

6. Stop-Transfer Notices. In order to ensure compliance with the restrictions on transfer set forth in these General Terms and Conditions, the Notice or the Plan, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

7. Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of these General Terms and Conditions or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

8. Restrictive Legends. The Grantee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THOSE CERTAIN GENERAL TERMS AND CONDITIONS GOVERNING THE ISSUANCE OF THE AWARD OF RESTRICTED STOCK BY THE COMPANY TO THE NAMED STOCKHOLDERS. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH SUCH GENERAL TERMS AND CONDITIONS, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

9. Entire Agreement: Governing Law. The Notice, the Plan the Specific Terms and Conditions and these General Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. Construction. The captions used in the Notice and these General Terms and Conditions are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

11. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

12. Venue. The Company and the Grantee (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions shall be brought in the United States District Court for the Eastern District of North Carolina (or should such court lack jurisdiction to hear such action, suit or proceeding, in a North Carolina state court in Wake County) or (at the Grantee's or such assignees' election) the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in Santa Clara County) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section 12 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

13. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid,

addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

14. Definitions.

(a) “Administrator” means the Board or any of the Committees appointed to administer the Plan.

(b) “Board” means the Board of Directors of the Company.

(c) “Cause” means, with respect to the termination by the Company or a Related Entity of the Grantee’s Continuous Service, that such termination is for “Cause” as such term is expressly defined in a then-effective written agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee’s: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; (iii) unauthorized use or disclosure of confidential information or trade secrets of the Company or a Related Entity or (iv) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

(d) “Committee” means any committee appointed by the Board to administer the Plan.

(e) “Common Stock” means the common stock, \$0.01 par value per share, of the Company.

(f) “Consultant” means any person (other than an Employee or a Director, solely with respect to rendering services in such person’s capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(g) “Continuous Service” means that the provision of services to the Company or a Related Entity in any capacity of Employee, Director or Consultant, is not interrupted or terminated. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director or Consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(h) “Director” means a member of the Board or the board of directors of any Related Entity.

(i) “Employee” means any person, including an Officer or Director, who is an employee of the Company or any Related Entity. The payment of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

(j) “Related Entity” means any Subsidiary of the Company and any business, corporation, partnership, limited liability company or any other entity in which the Company or a Subsidiary of the Company holds a substantial ownership interest, directly or indirectly.

(k) “Share” means a share of the Common Stock.

(l) “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

EXHIBIT A

ASSIGNMENT OF SHARES SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____, _____ (_____) shares of the Common Stock of Harris Stratex Networks, Inc., a Delaware corporation (the "Company"), standing in his name on the books of, the Company represented by Certificate No. _____ herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney to transfer the said stock in the books of the Company with full power of substitution.

DATED: _____

[Please sign this document but do not date it. The date and information of the transferee will be completed if and when the shares are assigned.]

**ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF TRANSFER
VALUE OF RESTRICTED PROPERTY PURSUANT TO
SECTION 83(b) OF THE INTERNAL REVENUE CODE**

The undersigned hereby elects pursuant to §83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are:

Name: _____

Home Address: _____

Taxpayer ID number: _____

2. Description of property with respect to which the election is being made:

3. The date on which property was deemed transferred is _____.

4. The taxable year to which this election relates is calendar year _____.

5. The nature of the restriction(s) to which the property is subject is:

6. The fair market value of the stock at time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) is \$_____.

7. The amount paid by the taxpayer for the stock is \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, _____

Name: _____

Harris Stratex Networks, Inc.
Specific Terms and Conditions
Performance Share Awards

Grant Date _____, _____

Security Awarded Common Stock

Purchase Price An amount equal to \$0.01 per share (the par value) will be paid on behalf of the Awardee by the Company.

Vesting [Insert vesting requirements, e.g., continued employment and performance criteria]

Unvested performance shares are subject to repurchase by the Company at \$0.01 per share (the par value) if eligible employment ends or, following determination of actual performance versus metrics, to the extent such shares do not vest.

Change of Control [Insert applicable provision]

Subject to General Terms and Conditions and terms of 2007 Stock Equity Plan (As Amended and Restated Effective November 19, 2009) (the "2007 Stock Equity Plan"). Capitalized terms are used as defined in the General Terms and Conditions and the 2007 Stock Equity Plan.

Harris Stratex Networks, Inc.

General Terms and Conditions

Performance Share Awards

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THIS AWARD SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OR ACQUIRING SHARES HEREUNDER) AND UPON THE OCCURRENCE OF SUCH OTHER EVENTS DESCRIBED IN THE SPECIFIC TERMS AND CONDITIONS. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THE NOTICE OF AWARD, THE SPECIFIC TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed the notice of award (the "Notice"), the Plan, the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award, and fully understands all provisions of the Notice, the Plan, the Specific Terms and Conditions, these General Terms and Conditions and the Prospectus. The Grantee hereby agrees that all questions of interpretation and administration relating to the Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions shall be resolved by the Administrator in accordance with Section 11 of these General Terms and Conditions. The Grantee further agrees to the venue selection in accordance with Section 12 of these General Terms and Conditions. The Grantee further agrees to notify the Company upon any change in his or her residence address.

1. Issuance of Performance Shares. The performance Shares issued to the Grantee shall be subject to the Notice, the Specific Terms and Conditions, these General Terms and Conditions, the Prospectus and the Plan, as amended from time to time, which are incorporated herein by reference. All performance Shares issued to the Grantee shall be deemed issued to the Grantee as fully paid and non-assessable shares, and the Grantee shall have the right to vote the performance Shares at meetings of the Company's stockholders. The Company shall pay any

applicable stock transfer taxes imposed upon the issuance of the performance Shares to the Grantee hereunder.

2. Transfer Restrictions. The performance Shares issued to the Grantee may not be sold, transferred by gift, pledged, hypothecated, or otherwise transferred or disposed of by the Grantee prior to the date when the performance Shares become vested pursuant to the vesting schedule and satisfaction of the performance goals set forth in the Specific Terms and Conditions. The determination of whether such performance goals have been achieved and, if applicable, the degree of achievement, shall be made by the Committee in its sole discretion. Any attempt to transfer performance Shares in violation of this Section 2 shall be null and void and shall be disregarded.

3. Escrow of Shares. The Grantee agrees, immediately upon receipt of the certificate(s) for the performance Shares, to deliver such certificate(s), together with an Assignment Separate from Certificate in the form attached hereto as Exhibit A, executed in blank by the Grantee with respect to each such stock certificate, to the Secretary or Assistant Secretary of the Company, or their designee, to hold in escrow for so long as such performance Shares have not vested pursuant to the vesting schedule and satisfaction of the performance goals set forth in the Specific Terms and Conditions, with the authority to take all such actions and to effectuate all such transfers and/or releases as may be necessary or appropriate to accomplish the objectives of these General Terms and Conditions in accordance with the terms hereof. The Grantee hereby acknowledges that the appointment of the Secretary or Assistant Secretary of the Company (or their designee) as the escrow holder hereunder with the stated authorities is a material inducement to the Company to issue the Award and that such appointment is coupled with an interest and is accordingly irrevocable. The Grantee agrees that such escrow holder shall not be liable to the parties (or to any other party) for any actions or omissions unless such escrow holder is grossly negligent relative thereto. The escrow holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may resign at any time. Upon the vesting of performance Shares, the escrow holder will, without further order or instruction, transmit to the Grantee the certificate evidencing such shares.

4. Additional Securities and Distribution.

(a) Any securities or cash received (other than a regular cash dividend) as the result of ownership of the performance Shares (the “Additional Securities”), including, but not by way of limitation, warrants, options and securities received as a stock dividend or stock split, or as a result of a recapitalization or reorganization or other similar change in the Company’s capital structure, shall be retained in escrow in the same manner and subject to the same conditions and restrictions as the performance Shares with respect to which they were issued, including, without limitation, the vesting schedule and performance goals set forth in the Specific Terms and Conditions. The Grantee shall be entitled to direct the Company to exercise any warrant or option received as Additional Securities upon supplying the funds necessary to do so, in which event the securities so purchased shall constitute Additional Securities, but the Grantee may not direct the Company to sell any such warrant or option. If Additional Securities consist of a convertible security, the Grantee may exercise any conversion right, and any securities so acquired shall constitute Additional Securities. In the event of any change in certificates evidencing the performance Shares or the Additional Securities by reason of any

recapitalization, reorganization or other transaction that results in the creation of Additional Securities, the escrow holder is authorized to deliver to the issuer the certificates evidencing the performance Shares or the Additional Securities in exchange for the certificates of the replacement securities.

(b) The Company shall disburse to the Grantee all regular cash dividends with respect to the performance Shares and Additional Securities (whether vested or not), less any applicable withholding obligations.

5. Taxes.

(a) Section 83(b) Election. If the Grantee makes a timely election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the “Code”) or similar provision of state law (collectively, an “83(b) Election”), the Grantee shall immediately pay the Company the amount necessary to satisfy any applicable United States federal, state, local or non-U.S. income and employment tax withholding obligations. In the event the Grantee determines to make an 83(b) Election, the Grantee hereby represents that he or she understands (a) the contents and requirements of the 83(b) Election, (b) the application of Section 83(b) of the Code to the receipt of the performance Shares by the Grantee pursuant to the Notice, the Plan and these General Terms and Conditions, (c) the nature of the election to be made by the Grantee under Section 83(b) of the Code, (d) the effect and requirements of the 83(b) Election under relevant state and local tax laws, (e) that the 83(b) Election must be filed with the Internal Revenue Service within thirty (30) days following the date of the issuance of the Award, and (f) that the Grantee must submit a copy of such election to the Company and with his or her federal tax return for the calendar year in which the date of the issuance of the Award falls.

(b) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant or vesting of the Award or the subsequent sale of Shares subject to the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Grantee’s tax liability.

(c) Payment of Withholding Taxes. Prior to any event in connection with the Award (e.g., satisfaction of vesting conditions, including satisfaction of the performance goals as determined by the Committee in its sole discretion) that the Company determines may result in any tax withholding obligation, whether United States federal, state, local or non-U.S., including any employment tax obligation (the “Tax Withholding Obligation”), the Grantee must arrange for the satisfaction of the minimum amount of such Tax Withholding Obligation in a manner acceptable to the Company.

(i) *By Sale of Shares.* Unless the Grantee determines to satisfy the Tax Withholding Obligation by some other means in accordance with clause (ii) below, the Grantee’s acceptance of this Award constitutes the Grantee’s instruction and authorization to the Company and any brokerage firm determined acceptable to the Company for such purpose to sell

on the Grantee's behalf a whole number of Shares from those Shares issuable to the Grantee as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum applicable Tax Withholding Obligation. Such Shares will be sold on the day such Tax Withholding Obligation arises (e.g., satisfaction of vesting conditions, including satisfaction of the performance goals as determined by the Committee in its sole discretion) or as soon thereafter as practicable. The Grantee will be responsible for all broker's fees and other costs of sale, and the Grantee agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. To the extent the proceeds of such sale exceed the Grantee's minimum Tax Withholding Obligation, the Company agrees to pay such excess in cash to the Grantee. The Grantee acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the Grantee's minimum Tax Withholding Obligation. Accordingly, the Grantee agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by the sale of Shares described above.

(ii) *By Check, Wire Transfer or Other Means.* At any time not less than two (2) business days (or such fewer number of business days as determined by the Administrator) before any Tax Withholding Obligation arises (e.g., satisfaction of vesting conditions, including satisfaction of the performance goals as determined by the Committee in its sole discretion), the Grantee may elect to satisfy the Grantee's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation by (x) wire transfer to such account as the Company may direct, (y) delivery of a certified check payable to the Company, or (z) such other means as specified from time to time by the Administrator, including, but not limited to, by withholding from those Shares issuable to the Grantee the whole number of Shares sufficient to satisfy the minimum applicable Tax Withholding Obligation.

6. Stop-Transfer Notices. In order to ensure compliance with the restrictions on transfer set forth in these General Terms and Conditions, the Notice or the Plan, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

7. Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of these General Terms and Conditions or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

8. Restrictive Legends. The Grantee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THOSE CERTAIN

GENERAL TERMS AND CONDITIONS GOVERNING THE ISSUANCE OF THE AWARD OF PERFORMANCE SHARES BY THE COMPANY TO THE NAMED STOCKHOLDERS. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH SUCH GENERAL TERMS AND CONDITIONS, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

9. Entire Agreement: Governing Law. The Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Specific Terms and Conditions and these General Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. Construction. The captions used in the Notice and these General Terms and Conditions are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

11. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

12. Venue. The Company and the Grantee (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan, the Specific Terms and Conditions or these General Terms and Conditions shall be brought in the United States District Court for the Eastern District of North Carolina (or should such court lack jurisdiction to hear such action, suit or proceeding, in a North Carolina state court in Wake County) or (at the Grantee's or such assignees' election) the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in Santa Clara County) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding

brought in such court. If any one or more provisions of this Section 12 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

13. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

14. Definitions.

(a) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means, with respect to the termination by the Company or a Related Entity of the Grantee's Continuous Service, that such termination is for "Cause" as such term is expressly defined in a then-effective written agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee's: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; (iii) unauthorized use or disclosure of confidential information or trade secrets of the Company or a Related Entity or (iv) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

(d) "Committee" means any committee appointed by the Board to administer the Plan.

(e) "Common Stock" means the common stock, \$0.01 par value per share, of the Company.

(f) "Consultant" means any person (other than an Employee or a Director, solely with respect to rendering services in such person's capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(g) "Continuous Service" means that the provision of services to the Company or a Related Entity in any capacity of Employee, Director or Consultant, is not interrupted or terminated. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any successor, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director or Consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

(h) “Director” means a member of the Board or the board of directors of any Related Entity.

(i) “Employee” means any person, including an Officer or Director, who is an employee of the Company or any Related Entity. The payment of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

(j) “Related Entity” means any Subsidiary of the Company and any business, corporation, partnership, limited liability company or any other entity in which the Company or a Subsidiary of the Company holds a substantial ownership interest, directly or indirectly.

(k) “Share” means a share of the Common Stock.

(l) “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

EXHIBIT A

ASSIGNMENT OF SHARES SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____, _____ (_____) shares of the Common Stock of Harris Stratex Networks, Inc., a Delaware corporation (the "Company"), standing in his name on the books of, the Company represented by Certificate No. _____ herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney to transfer the said stock in the books of the Company with full power of substitution.

DATED: _____

[Please sign this document but do not date it. The date and information of the transferee will be completed if and when the shares are assigned.]

**ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF TRANSFER
VALUE OF RESTRICTED PROPERTY PURSUANT TO
SECTION 83(b) OF THE INTERNAL REVENUE CODE**

The undersigned hereby elects pursuant to §83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are:

Name: _____

Home Address: _____

Taxpayer ID number: _____

2. Description of property with respect to which the election is being made:

3. The date on which property was deemed transferred is _____.

4. The taxable year to which this election relates is calendar year _____.

5. The nature of the restriction(s) to which the property is subject is:

6. The fair market value of the stock at time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) is \$_____.

7. The amount paid by the taxpayer for the stock is \$_____.

8. A copy of this statement has been furnished to the Company.

Dated: _____, _____

Name: _____

The Board of Directors and Shareholders of Harris Stratex Networks, Inc.

We are aware of the incorporation by reference in this Registration Statement on Form S-8 of Harris Stratex Networks, Inc. pertaining to the 2007 Stock Equity Plan, as amended and restated, and the 2010 Employee Stock Purchase Plan, of our report dated November 10, 2009 relating to the unaudited condensed consolidated interim financial statements of Harris Stratex Networks, Inc. that are included in its Form 10-Q for the quarter ended October 2, 2009.

/s/ Ernst & Young LLP

Raleigh, North Carolina
December 7, 2009

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 pertaining to the 2007 Stock Equity Plan, as amended and restated, and the 2010 Employee Stock Purchase Plan of Harris Stratex Networks, Inc., of our reports dated September 3, 2009 with respect to the consolidated financial statements and schedule of Harris Stratex Networks Inc. included in its Annual Report (Form 10-K) for the year ended July 3, 2009, and the effectiveness of internal control over financial reporting of Harris Stratex Networks Inc. filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Raleigh, North Carolina
December 7, 2009