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

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**Form 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 7, 2023**

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**Science Applications International Corporation**  
(Exact name of registrant as specified in its charter)

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Delaware  
(State or other Jurisdiction  
of Incorporation)

001-35832  
(Commission  
File Number)

46-1932921  
(IRS Employer  
Identification No.)

12010 Sunset Hills Road, Reston, VA 20190  
(Address of Principal Executive Offices) (Zip Code)

(703) 676-4300  
Registrant's telephone number, including area code

Not Applicable  
(Former name or former address if changed since last report.)

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

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$.0001 per share	SAIC	New York Stock Exchange

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

Emerging growth company

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

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

As further described below in Item 5.07 of this Current Report on Form 8-K, on June 7, 2023, at the 2023 Annual Meeting of Stockholders (the "Annual Meeting") of Science Applications International Corporation (the "Company"), the Company's stockholders approved the Science Applications International Corporation 2023 Equity Incentive Plan (the "2023 Plan"). A description of the 2023 Plan is set forth in the Company's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on April 26, 2023 (the "Proxy Statement") in the section entitled "Proposal Four - Approval of the 2023 Equity Incentive Plan," which description is incorporated herein by reference. The description does not purport to be complete and is qualified in its entirety by reference to the full text of the 2023 Plan, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The forms of the following agreements to be used in connection with awards made under the 2023 Plan applicable to the Company's executive officers and non-employee directors are filed as Exhibits 10.2 and 10.3, respectively, hereto and the terms thereof are incorporated herein by reference and constitute a part of this Current Report on Form 8-K: (i) Form of Restricted Stock Unit Award Agreement of the Science Applications International Corporation 2023 Equity Incentive Plan, and (ii) Form of Performance Stock Unit Award Agreement of the Science Applications International Corporation 2023 Equity Incentive Plan.

As further described below in Item 5.07 of this Current Report on Form 8-K, on June 7, 2023, at the Annual Meeting, the Company's stockholders approved the Science Applications International Corporation Amended and Restated 2013 Employee Stock Purchase Plan (the "Amended and Restated 2013 Plan"). A description of the Amended and Restated 2013 Plan is set forth in the Proxy Statement in the section entitled "Proposal Five - Approval of the Amended and Restated 2013 Employee Stock Purchase Plan," which description is incorporated herein by reference. The description does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended and Restated 2013 Plan, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

The Company held its virtual Annual Meeting on June 7, 2023. The holders of 45,585,804 shares of common stock of the Company, or approximately 84% of the outstanding shares entitled to vote as of the record date for the Annual Meeting, were represented at the Annual Meeting in person or by proxy. The final voting results on each of the matters presented to stockholders for a vote is set forth below.

1. The nominees to the Board of Directors of the Company were elected, each for a one-year term, based upon the following votes:

Director Nominee	Number of Votes			
	For	Against	Abstain	Broker Non-Votes
Garth N. Graham	41,051,221	752,592	92,246	3,689,745
Carolyn B. Handlon	41,610,511	196,837	88,711	3,689,745
Yvette M. Kanouff	41,343,363	458,785	93,911	3,689,745
Nazzic S. Keene	41,590,060	220,931	85,068	3,689,745
Timothy J. Mayopoulos	41,386,487	409,475	100,097	3,689,745
Katharina G. McFarland	41,061,682	755,207	79,170	3,689,745
Milford W. McGuirt	41,031,151	759,273	105,635	3,689,745
Donna S. Morea	39,224,951	2,566,982	104,126	3,689,745
James C. Reagan	41,448,243	350,724	97,092	3,689,745
Steven R. Shane	41,335,073	475,816	85,170	3,689,745

2. The proposal to approve, on a non-binding, advisory basis, the compensation of the named executive officers of the Company as disclosed in the Company's Proxy Statement (or a say-on-pay vote) was approved based upon the following votes:

Number of Votes			
For	Against	Abstain	Broker Non-Votes
39,380,463	2,288,213	227,383	3,689,745

3. The proposal to ratify the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending February 2, 2024 was approved based upon the following votes:

Number of Votes		
For	Against	Abstain
45,364,838	134,340	86,626

4. The proposal to approve the 2023 Plan was approved based upon the following votes:

Number of Votes			
For	Against	Abstain	Broker Non-Votes
40,769,176	970,154	156,729	3,689,745

5. The proposal to approve the Amended and Restated 2013 Plan was approved based upon the following votes:

Number of Votes			
For	Against	Abstain	Broker Non-Votes
41,563,036	217,497	115,526	3,689,745

### Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	Description of Exhibit
<a href="#">10.1</a>	Science Applications International Corporation 2023 Equity Incentive Plan, effective June 7, 2023. Incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-8 (File No. 333-272484) as filed with the Securities and Exchange Commission on June 7, 2023.
<a href="#">10.2</a>	Form of Restricted Stock Unit Award Agreement of the Science Applications International Corporation 2023 Equity Incentive Plan.
<a href="#">10.3</a>	Form of Performance Stock Unit Award Agreement of the Science Applications International Corporation 2023 Equity Incentive Plan.
<a href="#">10.4</a>	Science Applications International Corporation Amended and Restated 2013 Employee Stock Purchase Plan, effective June 7, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

## SIGNATURES

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

Date: June 13, 2023

Science Applications International Corporation

By:

/s/ Hilary L. Hageman

**Hilary L. Hageman**  
**Executive Vice President, General Counsel and**  
**Corporate Secretary**

**FORM RSU AGREEMENT**  
**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**  
**2023 EQUITY INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

**BY ACCEPTING THE AWARD DESCRIBED IN THIS AGREEMENT, RECIPIENT VOLUNTARILY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE 2023 EQUITY INCENTIVE PLAN AND THIS AGREEMENT.**

This Award for Restricted Stock Units (RSUs) is granted pursuant to the terms and conditions of the 2023 Equity Incentive Plan (the “Plan”) and this Agreement. Each RSU represents a right to receive one Share subject to continued employment through the vesting date and the other terms and conditions described in the Plan and this Agreement. In the event of any inconsistency between the terms and conditions in this Agreement and those set forth in the Plan, the terms and conditions of the Plan will prevail. Capitalized terms used herein and not defined will have the meanings attributed to them in the Plan.

**1. AWARD DETAILS**

**RECIPIENT:**

**GRANT DATE:** \_\_\_\_\_, 20\_\_

**RESTRICTED STOCK UNITS:** \_\_\_\_\_ RSUs

2. **VESTING.** Subject to the terms and conditions of this Agreement and the Plan, the RSUs will vest in accordance with the following vesting schedule:

Vesting Date	Vesting

If the application of the foregoing vesting schedule results in a fraction of a RSU being vested, such fractional RSU will be deemed not to be vested and will continue to be subject to forfeiture, as described below.

Except in the event of death, Disability, Special Retirement or in certain circumstances following a Change in Control as set forth below, any unvested RSUs automatically will be immediately and irrevocably forfeited without compensation on the date that Recipient's affiliation with the Company or any Affiliate as an employee, director or consultant terminates, or if Recipient is an employee or director of an Affiliate and such entity ceases to be an Affiliate, whether by Committee action or otherwise, on the date such entity ceases to be an Affiliate.

3. **ACCELERATION OF VESTING UPON DEATH, DISABILITY OR CHANGE IN CONTROL.** If Recipient is an Employee, Director, or Consultant of the Company or an Affiliate and ceases to be affiliated with the Company or any Affiliate as a result of Recipient's death or Disability, or if Recipient's death or Disability occurs following a Special Retirement, all of the RSUs will become fully vested. For purposes of this Agreement, **Disability** means the status of disability determined conclusively by the Committee based upon certification of disability by the Social Security Administration or upon such other proof as the Committee may require, effective upon receipt of such certification or other proof by the Committee.

If Recipient has an Involuntary Termination within 18 months following a Change in Control, all of the RSUs will become fully vested as of the date of such termination.

4. **CONTINUATION OF VESTING UPON SPECIAL RETIREMENT.**

- (a) If Recipient is an "eligible officer", as defined under the Executive Severance, Change in Control and Retirement Policy, and Recipient's affiliation with the Company or any Affiliate terminates pursuant to such policy, any unvested RSUs will continue to vest in accordance with the vesting schedule set forth in Section 2 above.
- (b) If Recipient is a director of the Company and Recipient's affiliation with the Company or any Affiliate terminates as a result of Recipient's retirement either (i) after reaching the applicable mandatory retirement age, or (ii) at the end of a term of office if Recipient is not nominated for a successive term of office on account of the fact that Recipient would have reached the applicable mandatory retirement age during such successive term of office, regardless of years of service with the Company, any unvested RSUs will continue to vest in accordance with the vesting schedule set forth in Section 2 above.
- (c) If, after the first anniversary of the Grant Date, Recipient's affiliation with the Company or an Affiliate terminates as a result of either (i) Recipient's retirement after reaching age 59½ with at least ten (10) years of service with the Company or an Affiliate, or (ii) Recipient's retirement after reaching age 59½ and Recipient's age plus years of service with the Company or an Affiliate equals at least 70, the remaining unvested RSUs will continue to vest in accordance with the vesting schedule set forth in Section 2 above.
- (d) Notwithstanding Section 4(a) and Section 4(b) and Section 4(c) above, all unvested RSUs will be immediately and irrevocably forfeited in the event that Recipient violates the terms of their inventions, copyright, and confidentiality agreement with the Company or an Affiliate, or breaches their other contractual or legal obligations to the Company or an

Affiliate, including the non-solicitation obligations set forth in Section 14 of this Agreement.

- (e) If Recipient is eligible for Special Retirement at the time of a Change in Control or is continuing to vest following Special Retirement under Section 4(a) or Section 4(b) or Section 4(c) above, any unvested RSUs will be treated as provided in the Plan, but the resulting consideration will only be paid on the date the RSUs would have vested if a Change in Control had not occurred, unless the RSUs are terminated in a manner compliant with Section 409A.
- (f) For purposes of Special Retirement in accordance with this Section 4, years of service means the period of service determined conclusively by the Committee.

5. **SETTLEMENT OF RSUs.** No Shares will be issued to Recipient prior to the date on which the RSUs vest in accordance with Section 2, 3 or 4 of this Agreement. Any Shares that become vested pursuant to Sections 2, 3 or 4 will be paid on or as promptly as administratively practicable (and no later than sixty (60) days) after the vesting date described in Section 2 provided, however, that in the event of Recipient's death or a Disability that meets the requirements of Section 409A, vested RSUs may be paid earlier upon such death or Disability. The Company will issue Shares under the Plan in the name of Recipient (or to such other person as to whom the Shares may be appropriately and legally issued under procedures and rules, if any, established from time to time by the Committee). Ownership of Shares issued by the Company under the Plan will be evidenced electronically.

6. **RIGHTS OF RECIPIENT WITH RESPECT TO THE RSUs.**

- (a) **Stockholder Rights.** The RSUs granted pursuant to this Award do not and will not entitle Recipient to any rights of a stockholder until such time, if any, as the RSUs are become vested and settled and the underlying Shares are actually issued to Recipient. The rights of Recipient with respect to the RSUs will remain forfeitable at all times prior to the date on which such rights become vested, and the restrictions with respect to the RSUs lapse, in accordance with Section 2, 3 or 4 of this Agreement.
- (b) **Dividend Equivalents.** If the Company pays any cash dividends on its Shares, Recipient will be entitled to receive an amount in cash, Shares or a combination of each (less any required withholding for taxes); equal to the value of such cash dividends that would have been paid on RSUs as if such underlying Shares had been outstanding as of the record date for such dividends declared on or after the Grant Date and prior to the issuance date of the underlying Shares ("Dividend Equivalents"). Such Dividend Equivalents will be retained by the Company (without interest) and paid in cash when, and if, to the extent that RSUs vest and the underlying Shares are issued. Dividend Equivalents so credited will be subject to the same terms and conditions as the RSUs to which such Dividend Equivalents relate and will be forfeited in the event that the RSUs with respect to which such Dividend Equivalents were credited are forfeited. For the avoidance of doubt, no Dividend Equivalents will be credited or distributed with respect to any RSUs that have vested and for which the underlying Shares have been issued prior to the applicable dividend payment date.

7. **TAX MATTERS.**

- (a) **Tax Withholding.** If the Company or an Affiliate is required to withhold any federal, state, local or other taxes upon the vesting or acceleration of vesting of the RSUs, any issuance of Shares, any other taxable event or otherwise under this Agreement, Recipient authorizes the Company to withhold a sufficient number of Shares issuable upon settlement of the RSUs at the then current Fair Market Value (as defined in the Plan) in an amount that does not exceed the maximum statutory tax rate in the applicable jurisdiction. Recipient further authorizes the Company, in the Company's sole discretion, to sell a sufficient number of Shares on behalf of Recipient to satisfy such obligations, accept payment to satisfy such obligations in the form of cash or delivery to the Company of Shares already owned by Recipient, withhold amounts from Recipient's compensation,

or any combination of the foregoing or other actions as may be necessary or appropriate to satisfy any such tax withholding obligations as permitted by law.

**(b) Section 409A.**

- (i) This Award is intended to qualify for the short-term deferral exception to Section 409A of the Code (“**Section 409A**”) described in the regulations promulgated under Section 409A to the maximum extent possible. To the extent Section 409A is applicable to this Award, this Award is intended to comply with Section 409A and to be interpreted and construed consistent with such intent. The settlement of each portion of the RSUs that is scheduled to vest on a separate vesting date under Section 2 of this Agreement, and each payment of Dividend Equivalents, will be deemed a separate payment for purposes of Section 409A. The settlement of RSUs may not be accelerated by the Company except to the extent permitted under Section 409A. The Committee may, however, accelerate the vesting of RSUs, without changing the settlement terms of such RSUs. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all RSUs and related Dividend Equivalents are exempt from or otherwise have terms that comply, and in operation comply, with Section 409A (including, without limitation, the avoidance of penalties thereunder). If any mandatory term required for RSUs or related Dividend Equivalents to avoid tax penalties under Section 409A is not otherwise explicitly provided under this Agreement or the Plan, such term is hereby incorporated by reference and fully applicable as if set forth in this Agreement.
- (ii) With respect to any Recipient who is eligible for Special Retirement, this Award is intended to be paid on fixed payment dates under Sections 3 and 5 of this Agreement and such payments may not be accelerated except to the extent permitted under Section 409A.
- (iii) Notwithstanding anything in this Agreement or the Plan to the contrary, if the RSUs constitute “deferred compensation” under Section 409A, and if any RSUs become eligible to be settled as a result of Recipient’s termination of employment, such settlement may only be made upon a “separation from service” as defined under Section 409A. If Recipient is deemed by the Company at the time of Recipient’s separation from service to be a “specified employee” for purposes of Section 409A, as determined under the Company’s established methodology for determining specified employees, and if Recipient is entitled to settlement of any portion of the RSUs as a result of Recipient’s separation from service, and to the extent delayed commencement of settlement to which Recipient is entitled under this Agreement is required in order to avoid subjecting Recipient to additional tax or interest (or both) under Section 409A, then any such settlement will not occur prior to the earlier of (i) the expiration of the six (6) month period measured from the date of the separation from service or (ii) the date of Recipient’s death. Any settlement deferred pursuant to the preceding sentence will occur on the first business day following the expiration of the applicable period.

**8. RIGHTS, RESTRICTIONS AND LIMITATIONS.** All Shares issued to Recipient pursuant to this Agreement are subject to the rights, restrictions and limitations set forth in the Company’s Amended and Restated Certificate of Incorporation. Recipient will not have the rights of a stockholder until Shares, if any, are issued on or following the applicable vesting date.

**9. NONTRANSFERABILITY; BENEFICIARY DESIGNATION.**

- (a) Nontransferability.** Neither the RSUs nor any interest or right therein or part thereof will be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition is voluntary or involuntary or by operation of law, by judgment, levy, attachment, garnishment or any other legal or



equitable proceedings (including bankruptcy), and any attempted disposition thereof will be null and void and of no effect; provided, however, that this Section 8(a) will not prevent transfers by will or by the applicable laws of descent and distribution or by a beneficiary designation in accordance with Section 8(b) below.

- (b) **Beneficiary Designations.** Recipient may designate a beneficiary or beneficiaries to exercise any rights or receive any with respect to the RSUs following Recipient's death. To be effective, such designation must be made in accordance with such procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. If Recipient fails to designate a beneficiary, or if no designated beneficiary survives Recipient's death, Recipient's estate will be deemed Recipient's beneficiary. A beneficiary designation may be changed or revoked by Recipient's sole action, provided that the change or revocation is made in accordance with such procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. Unless otherwise provided in the beneficiary designation, each designation made will revoke all prior designations made by the same Recipient.

10. **RESTRICTIONS UNDER SECURITIES LAW.** The issuance of RSUs and the Shares covered by this Agreement are subject to any restrictions which may be imposed under applicable state and federal or foreign securities laws and are subject to obtaining all necessary consents which may be required by, or any condition which may be imposed in accordance with, applicable state and federal securities laws or regulations.

11. **EMPLOYMENT AT WILL.**

- (a) If Recipient is an employee or consultant of the Company or an Affiliate, such employment or affiliation is not for any specified term and may be terminated by employee or by the Company or an Affiliate at any time, for any reason, with or without cause and with or without notice. Nothing in this Agreement (including, but not limited to, the vesting of the RSUs pursuant to the schedule set forth in Section 2 herein), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan will: (i) confer upon Recipient any right to continue in the employ of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate Recipient at will and without regard to any future vesting opportunity that Recipient may have.
- (b) Recipient acknowledges and agrees that the right to continue vesting in the RSUs pursuant to the schedule set forth in Section 2 is earned only by continuing as an employee or consultant at the will of the Company or as a director (not through the act of being hired, being granted RSUs or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "reorganization"). Recipient acknowledges and agrees that such a reorganization could result in the termination of Recipient's relationship as an employee or consultant to the Company or an Affiliate, or the termination of Affiliate status of Recipient's employer and the loss of benefits available to Recipient under this Agreement, including but not limited to, the termination of the right to continue vesting the RSUs under this Agreement.

12. **COMPENSATION RECOVERY POLICIES.** Recipient acknowledges and agrees that the RSUs are subject to cancellation, forfeiture and recovery in accordance with the Company's compensation recovery policies, as the same may be in effect from time to time. Recipient acknowledges and agrees that any such compensation recovery policies apply to the RSUs and that any payments or issuances of Shares with respect to the RSUs are subject to recoupment

pursuant to such policies. This Agreement will be deemed to include the restrictions imposed by the applicable compensation recovery policies.

**13. CONFIDENTIALITY/NON-SOLICITATION.**

- (a) **Confidentiality.** Recipient acknowledges that the terms of this Award together with the performance goals and other conditions described in this Award are regarded as confidential information and agrees to not disclose this information to any third party
- (b) **Solicitation of Employees.** Recipient agrees that, both while employed by the Company or an Affiliate and for one year afterward, Recipient will not solicit or attempt to solicit any employee of the Company or an Affiliate to leave his or her employment or to violate the terms of any agreement or understanding that employee may have with the Company or an Affiliate. The foregoing obligations apply to both Recipient's direct and indirect actions, and apply to actions intended to benefit Recipient or any other person, business or entity.
- (c) **Solicitation of Customers.** Recipient agrees that, for one year after termination of employment with the Company or an Affiliate, Recipient will not participate in any solicitation of any customer or prospective customer of the Company or an Affiliate concerning any business that:
  - (i) involves the same programs or projects for that customer in which Recipient was personally and substantially involved during the 12 months prior to termination of employment; or
  - (ii) has been, at any time during the 12 months prior to termination of employment, the subject of any bid, offer or proposal activity by the Company or an Affiliate in respect of that customer or prospective customer, or any negotiations or discussions about the possible performance of services by the Company or an Affiliate to that customer or potential customer, in which Recipient was personally and substantially involved.

In the case of a governmental, regulatory or administrative agency, commission, department or other governmental authority, the customer or prospective customer will be determined by reference to the specific program offices or activities for which the Company or an Affiliate provides (or may reasonably provide) goods or services.

- (d) **Remedies.** Recipient acknowledges and agrees that a breach of any of the promises or agreements contained in this Section 12 will result in immediate, irreparable and continuing damage to the Company for which there is no adequate remedy at law, and the Company or an Affiliate will be entitled to injunctive relief, a decree for specific performance, and other relief as may be proper, including money damages.

**14. MISCELLANEOUS.** This Agreement (together with the Plan) contains the entire agreement of the parties with respect to its subject matter, provided, however, that if Recipient and the Company are parties to an existing written agreement addressing the subject matter of Section 12, such agreement will control with respect to such subject matter until the termination thereof, at which time Section 12 will control. This Agreement will be binding upon and will inure to the benefit of the respective parties, the successors and assigns of the Company, and the heirs, legatees and personal representatives of Recipient. The parties hereby agree that should any portion of this Agreement be judicially held to be invalid, unenforceable, or void, such portion will be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with the applicable law as is then in effect.

**15. GOVERNING LAW.** This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Delaware without reference to such state's principles of conflict of laws.

16. **COPIES OF PLAN AND OTHER MATERIALS.** Recipient acknowledges that Recipient has received copies of the Plan and the Plan prospectus from the Company and agrees to receive stockholder information, including copies of any annual report, proxy statement and periodic report, electronically from the Company. Recipient acknowledges that copies of the Plan, Plan prospectus, Plan information and stockholder information are also available upon written or telephonic request to the Company.
17. **ACKNOWLEDGMENT.** Recipient acknowledges that the RSUs constitute full and adequate consideration for Recipient's obligations under this Agreement, the acceptance of the RSUs constitutes an unequivocal acceptance of this Agreement and any attempted modification or deletion will have no force or effect on the Company's right to enforce the terms and conditions stated herein. Recipient has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and this Agreement. Recipient hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement.
18. **ACCEPTANCE OF AWARD.** By Recipient's acceptance and acknowledgement of this Agreement in the Company's stock plan administrator's system in accordance with instructions provided by the Company's stock plan administrator and the Company (which must be completed **before** the [\_\_\_\_\_] of the Grant Date (the "**Acceptance Deadline**")), Recipient agrees to all of the terms and conditions of this Agreement set forth above and in the Plan. **If this Award is not accepted by the Acceptance Deadline as described in the preceding sentence, it will be immediately canceled and forfeited in its entirety at no cost to the Company and no benefits from the RSUs nor any compensation or benefits in lieu of the RSUs will be provided to Recipient.** The Administrator or its designee shall have the right to grant an exception to this requirement under limited circumstances at its sole discretion.

**FORM PSU AGREEMENT  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

**2023 EQUITY INCENTIVE PLAN  
FY\_\_\_ – FY\_\_\_ PERFORMANCE STOCK UNIT AWARD AGREEMENT**

**BY ACCEPTING THE AWARD DESCRIBED IN THIS AGREEMENT, RECIPIENT VOLUNTARILY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE 2023 EQUITY INCENTIVE PLAN AND THIS AGREEMENT.**

This Award for Performance Stock Units (PSUs) is granted pursuant to the terms and conditions of the 2023 Equity Incentive Plan (the “Plan”) and this Agreement. Each PSU represents a right to receive one Share subject to the attainment of Performance Goals and the other terms and conditions described in the Plan and this Agreement. In the event of any inconsistency between the terms and conditions in this Agreement and those set forth in the Plan, the terms and conditions of the Plan will prevail. Capitalized terms used herein and not defined will have the meanings attributed to them in the Plan.

**1. AWARD DETAILS**

**RECIPIENT:**

**GRANT DATE:** \_\_\_\_\_, 20\_\_

**TARGET PERFORMANCE STOCK UNITS:** \_\_\_\_\_ Target PSUs

**PERFORMANCE PERIOD:** February \_\_, 20\_\_ through January \_\_, 20\_\_



2. **PERFORMANCE GOALS; PAYOUT LEVELS.** The Performance Goals and the Payout Levels for this Award are described below. The Performance Goals will be set and measured for each fiscal year during the Performance Period or may be determined based on cumulative performance or performance attained in the third fiscal year compared to the fiscal year immediately preceding the Performance Period.
- (a) **Performance Goals.** The performance goals for this Award include [annual performance goals to be inserted].
- (b) **Payout Level.** You will be entitled to receive between 0% and 200% of the Target PSUs based on [annual payout details to be inserted] as described in the Table below.

[Insert Table]

3. **DETERMINATION DATE; DETERMINATION BY COMMITTEE.** The Committee will make a final determination of whether and to what extent the Performance Goals have been achieved for the Performance Period within two and one-half months after the end of the Performance Period (the "Determination Date"), and will determine the number of Shares, if any, issuable to Recipient upon settlement of the PSUs with respect to the level of achievement of each individual Performance Goal. The aggregate number of Shares potentially issuable to Recipient with respect to all Performance Goals will be between 0% and 200% of the number of Target Shares. If applicable, the Committee's determinations with respect to the achievement of Performance Goals will be based on the Company's financial results reported in its annual report on Form 10-K as filed with the Securities and Exchange Commission, subject to any adjustments made by the Committee in accordance with the Plan. Notwithstanding satisfaction, achievement or completion of the Performance Goals, the number of Shares issuable hereunder may be reduced by the Committee on the basis of such further considerations as the Committee in its sole discretion may determine.

4. **FORFEITURE OF PSUs.**

Except in the event of death, Disability, Special Retirement or in certain circumstances following a Change in Control as set forth below, the PSUs will be terminated automatically without compensation and no Shares will be issued to Recipient pursuant to this Agreement if, prior to the end of the Performance Period, Recipient's employment with the Company or any Affiliate terminates, or if Recipient is an employee of an Affiliate and such entity ceases to be an Affiliate, whether by Committee action or otherwise, on the date such entity ceases to be an Affiliate. Likewise, PSUs will be terminated automatically without compensation and no Shares will be issued to Recipient if Recipient transfers to an Ineligible Position on or before the completion of the first fiscal year of the Performance Period.

5. **PARTIAL PAYMENT ON CERTAIN EVENTS.**

- (a) **Disability, Special Retirement or Transfer to an Ineligible Position.**
- (i) If Recipient ceases to be employed by the Company or an Affiliate after the completion of the first fiscal year of the Performance Period as a result of Recipient's Disability or Special Retirement and is not in an Ineligible Position at the time of such event, Recipient will remain eligible to receive a prorated portion of the Shares that would otherwise be issuable to Recipient upon settlement of the PSUs in the absence of such employment termination based on the actual achievement of the Performance Goals for each fiscal year during the Performance Period in which Recipient remains so employed; *provided* that the prorated amount for the year in which such termination of employment occurs will be determined based on the ratio of (x) the number of days elapsed from the beginning of the fiscal year to the employment termination date over (y) the number of days in the fiscal year (and not reflecting any shortening of the Performance Period as a result of a Change in Control as described below). Any payment or settlement of Shares pursuant to this Paragraph will be made at the

same time that it otherwise would have been made had Recipient continued to be employed through the end of the Performance Period.

- (ii) If Recipient is transferred to an Ineligible Position effective after the completion of the first fiscal year of the Performance Period and either (i) remains employed by the Company or an Affiliate through the end of the Performance Period or, if applicable, through the time of consummation of a Change in Control as set forth in Section 5(d) below, or (ii) thereafter ceases to be employed by the Company or an Affiliate at any time prior to the end of the Performance Period as a result of Recipient's Disability or Special Retirement, Recipient will remain eligible to receive a prorated portion of the Shares that would otherwise be issuable to Recipient upon settlement of the PSUs in the absence of such transfer to an Ineligible Position based on the actual achievement of the Performance Goals for each fiscal year during the Performance Period in which Recipient remained employed by the Company and not in an Ineligible Position; *provided* that the prorated amount for the year in which Recipient transfers to an Ineligible Position will be determined based on the ratio of (x) the number of days elapsed from the beginning of the fiscal year to the date of transfer to an Ineligible Position over (y) the number of days in the fiscal year (and not reflecting any shortening of the Performance Period as a result of a Change in Control as described below). Except as provided in Section 5(d) (in the event of a Change in Control) below, any payment or settlement of Shares pursuant to this Paragraph will be made at the same time that it otherwise would have been made had Recipient continued to be employed through the end of the Performance Period.
  - (iii) Notwithstanding the foregoing, Recipient will not be entitled to any Shares upon settlement of the PSUs if Recipient: (i) fails to execute and deliver, no later than ninety (90) days following the end of the Performance Period, a general release of claims if requested by, and in a form satisfactory to, the Company or an Affiliate, (ii) violates the terms of his or her inventions, copyright and confidentiality agreement with the Company or an Affiliate, or (iii) breaches his or her other contractual or legal obligations to the Company or an Affiliate, including the non-solicitation obligations set forth in Section 13 of this Agreement.
  - (iv) For purposes of this Agreement, (A) **Ineligible Position** means transfer to a position of employment with the Company or an Affiliate that is not eligible to receive PSUs, (B) **Permanent Disability** means the status of disability determined conclusively by the Committee based upon certification of disability by the Social Security Administration or upon such other proof as the Committee may require, effective upon receipt of such certification or other proof by the Committee, and (C) **Special Retirement** means (x) retirement by Recipient after reaching age 59½ with at least ten (10) years of service with the Company or an Affiliate; (y) retirement by Recipient after reaching age 59½ and Recipient's age plus years of service with the Company or an Affiliate equals at least 70; or (z) if Recipient is an "eligible officer", as defined under the Executive Severance, Change in Control and Retirement Policy, and Recipient's affiliation with the Company or any Affiliate terminates pursuant to such policy. For purposes of Special Retirement in accordance with this Section 5(a)(iv), years of service means the period of service determined conclusively by the Committee.
- (b) **Death.** If Recipient's employment with the Company and its Affiliates terminates due to the death of Recipient, then Recipient's estate will receive, as promptly as administratively practicable (and no later than ninety (90) days) following the date of death, a prorated portion of the Shares that Recipient would have been issued pursuant to the Award based on the formula set forth in Section 5(c) below as if a Change in Control had occurred on such date of death.
- (c) **Change in Control.** If a Change in Control occurs prior to the end of the Performance Period while Recipient is employed by the Company or an Affiliate or remains entitled to

receive Shares pursuant to Section 5(a) above, the Performance Period will be terminated and Recipient will be entitled to receive, immediately upon consummation of such Change in Control, the following number of Shares (the “**CIC Earned Shares**”):

- (i) If the Change in Control occurs following completion of one or more fiscal years in the Performance Period, the number of Shares earned by Recipient for each such completed fiscal year based on the achievement of the applicable Performance Goals as determined by the Committee; plus
- (ii) If the Change in Control occurs prior to completion of any fiscal year in the Performance Period a number of Shares based on the achievement of the Performance Goals for such fiscal year at the time of consummation of the Change in Control as determined by the Committee and prorated to reflect the portion of the fiscal year that has elapsed through the date of consummation of the Change in Control (or, if Recipient earlier transfers to an Ineligible Position, through the date of such transfer).

Notwithstanding the foregoing, if the Company determines that the PSUs are “deferred compensation” for purposes of Section 409A and are not eligible for any exemption from or exception to Section 409A, and that the Change in Control is not also a “change in ownership”, “change in effective control” or a “change in the ownership of a substantial portion of the assets” of the Company under Section 409A, then the CIC Earned Shares (or a comparable amount of cash or acquiring company stock, depending on the consideration received by Company stockholders on such Change in Control) will only be issued to Recipient on the date such Shares would have been issued pursuant to Section 3 if a Change in Control had not occurred), unless the PSUs are terminated in a manner compliant with Section 409A.

## 6. RIGHTS OF RECIPIENT WITH RESPECT TO THE PSUs.

- (a) **Stockholder Rights.** The PSUs granted pursuant to this Award do not and will not entitle Recipient to any rights of a stockholder until such time, if any, as the PSUs are earned and settled and the underlying Shares are actually issued to Recipient. The rights of Recipient with respect to the PSUs will remain forfeitable at all times prior to the date on which such rights are earned, and the restrictions with respect to the PSUs lapse, in accordance with Section 3 or Section 5 of this Agreement.
- (b) **Dividend Equivalents.** If the Company pays any cash dividends on its Shares, Recipient will be entitled to receive an amount in cash, Shares or a combination of each (less any required withholding for taxes); equal to the value of such cash dividends that would have been paid on PSUs as if the underlying Shares had been outstanding as of the record date for such dividends declared on or after the Grant Date and prior to the issuance date of the underlying Shares (“**Dividend Equivalents**”). Such Dividend Equivalents will be retained by the Company (without interest) and paid in cash when, and if, to the extent that PSUs are earned and settled and the underlying Shares are issued based on the achievement of the Performance Goals and other applicable conditions/requirements in this Agreement. Dividend Equivalents so credited will be subject to the same terms and conditions as the PSUs to which such Dividend Equivalents relate and will be forfeited in the event that the PSUs with respect to which such Dividend Equivalents were credited are forfeited. For the avoidance of doubt, no Dividend Equivalents will be credited or distributed with respect to any PSUs that have been earned and settled and for which the underlying shares have been issued prior to the applicable dividend payment date. To the extent that Recipient has elected to defer receipt of the Shares in accordance with the terms of the applicable non-qualified deferred compensation plan, payment of Dividend Equivalents with respect to such Shares will be subject to the terms and conditions of such plan.
- (c) **Settlement of PSUs; Issuance of Shares.** No Shares will be issued to Recipient prior to the Determination Date. The PSUs will be settled and Shares will be issued, if and to the extent earned based on the achievement of the Performance Goals as determined by the



Committee, on (or as promptly as administratively practicable following) the Determination Date, and in no event later than ninety (90) days following the end of the Performance Period, unless such payment is deferred in accordance with the terms and conditions of a non-qualified compensation deferral plan established and maintained by the Company. The Company will issue Shares under the Plan in the name of Recipient (or to such other person as to whom the Shares may be appropriately and legally issued under procedures and rules, if any, established from time to time by the Committee). Ownership of Shares issued by the Company under the Plan will be evidenced electronically.

- (d) **Taxes, Deferrals and Other Matters.** As a condition to the issuance of Shares hereunder, Recipient must have satisfied their tax withholding obligations as specified in this Agreement and must have completed, signed and returned any documents and taken any additional action that the Company deems appropriate to enable it to accomplish the delivery of the Shares. In no event will the Company be obligated to issue a fractional share. Notwithstanding the foregoing, (i) the Company will not be obligated to deliver any Shares during any period when the Company determines that the issuance or the delivery of Shares hereunder would violate any federal, state or other applicable laws and/or may issue Shares subject to any restrictive legends that, as determined by the Company, is necessary to comply with securities or other regulatory requirements, and (ii) the date on which Shares are issued may include a delay (but not later than the next December 31<sup>st</sup> after the end of the Performance Period) in order to provide the Company such time as it determines appropriate to address tax withholding and other administrative matters.

## 7. TAX MATTERS.

- (a) **Tax Withholding.** If the Company or an Affiliate is required to withhold any federal, state, local or other taxes upon the earning of the PSUs, any issuance of Shares, any other taxable event or otherwise under this Agreement, Recipient authorizes the Company to withhold a sufficient number of Shares issuable upon settlement of the PSUs at the then current Fair Market Value in an amount that does not exceed the maximum statutory tax rate in the applicable jurisdiction. Recipient further authorizes the Company, in the Company's sole discretion, to sell a sufficient number of Shares on behalf of Recipient to satisfy such obligations, accept payment to satisfy such obligations in the form of cash or delivery to the Company of shares of Company stock already owned by Recipient, withhold amounts from Recipient's compensation, or any combination of the foregoing or other actions as may be necessary or appropriate to satisfy any such tax withholding obligations as permitted by law.
- (b) **Section 409A.**
- (i) This Award is intended to qualify for the short-term deferral exception to Section 409A of the Code ("**Section 409A**") described in the regulations promulgated under Section 409A to the maximum extent possible, and for the Determination Date (and issuance of Shares hereunder) to be within 2 and ½ months following the end of the Performance Period.
- (ii) To the extent Section 409A is applicable to this Award, this Award is intended to comply with Section 409A and to be interpreted and construed consistent with such intent. The settlement of PSUs may not be accelerated by the Company except to the extent permitted under Section 409A. The Committee may, however, accelerate the vesting of PSUs, without changing the settlement terms of such PSUs. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that all PSUs and related Dividend Equivalents are exempt from or otherwise have terms that comply, and in operation comply, with Section 409A (including, without limitation, the avoidance of penalties thereunder). If any mandatory term required for PSUs or related Dividend Equivalents to avoid tax penalties under Section 409A is not

otherwise explicitly provided under this Agreement or the Plan, such term is hereby incorporated by reference and fully applicable as if set forth in this Agreement.

- (iii) This Award is intended to be paid in all cases on fixed payment dates under Sections 5(a) and (c) of this Agreement and such payments may not be accelerated except to the extent permitted under Section 409A.
- (iv) Without limiting the generality of the foregoing, if Recipient is a “specified employee” within the meaning of Section 409A, as determined under the Company’s established methodology for determining specified employees, on the date of Recipient’s termination of service at a time when this Award pursuant to its terms would be settled, then to the extent required in order to comply with Section 409A, shares of Common Stock that would be issued under this Award (or any other amount due hereunder) at such termination of service will not be issued before the first business day following the earlier of (x) the date that is six months following Recipient’s termination of employment and (y) the date of Recipient’s death.

**8. RIGHTS, RESTRICTIONS AND LIMITATIONS.** All Shares issued to Recipient pursuant to this Agreement are subject to the rights, restrictions and limitations set forth in the Company’s Amended and Restated Certificate of Incorporation. Recipient will not have the rights of a stockholder until Shares, if any, are issued on or following the applicable vesting date.

**9. NONTRANSFERABILITY; BENEFICIARY DESIGNATION.**

- (a) **Nontransferability.** Neither the PSUs nor any interest or right therein or part thereof will be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition is voluntary or involuntary or by operation of law, by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof will be null and void and of no effect; provided, however, that this Section 9(a) will not prevent transfers by will or by the applicable laws of descent and distribution or by a beneficiary designation in accordance with Section 9(b) below.
- (b) **Beneficiary Designations.** Recipient may designate a beneficiary or beneficiaries to exercise any rights or receive any with respect to the PSUs following Recipient’s death. To be effective, such designation must be made in accordance with such procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. If Recipient fails to designate a beneficiary, or if no designated beneficiary survives Recipient’s death, Recipient’s estate will be deemed Recipient’s beneficiary. A beneficiary designation may be changed or revoked by Recipient’s sole action, provided that the change or revocation is made in accordance with such procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. Unless otherwise provided in the beneficiary designation, each designation made will revoke all prior designations made by the same Recipient

**10. RESTRICTIONS UNDER SECURITIES LAW.** The issuance of PSUs and the Shares covered by this Agreement are subject to any restrictions which may be imposed under applicable state and federal or foreign securities laws and are subject to obtaining all necessary consents which may be required by, or any condition which may be imposed in accordance with such laws.

**11. EMPLOYMENT AT WILL.**

- (a) If Recipient is an employee or consultant of the Company or an Affiliate, such employment or affiliation is not for any specified term and may be terminated by employee or by the Company or an Affiliate at any time, for any reason, with or without cause and with or without notice. Nothing in this Agreement, the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan will:

(i) confer upon Recipient any right to continue in the employ of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate Recipient at will and without regard to any future vesting opportunity that Recipient may have.

(b) Recipient acknowledges and agrees that the right to receive Shares pursuant to this Agreement is earned, among other applicable conditions/requirements, only by continuing as an employee or consultant at the will of the Company or as a director (not through the act of being hired, being granted PSUs or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a “reorganization”). Recipient acknowledges and agrees that such a reorganization could result in the termination of Recipient’s relationship as an employee or consultant to the Company or an Affiliate, or the termination of Affiliate status of Recipient’s employer and the loss of benefits available to Recipient under this Agreement, including but not limited to, the termination of the right to receive Shares under this Agreement.

12. **COMPENSATION RECOVERY POLICIES.** Recipient acknowledges and agrees that the PSUs are subject to cancellation, forfeiture and recovery in accordance with the Company’s compensation recovery policies, as the same may be in effect from time to time. Recipient acknowledges and agrees that any such compensation recovery policies apply to the PSUs and that any payments or issuances of Shares with respect to the PSUs are subject to recoupment pursuant to such policies. This Agreement will be deemed to include the restrictions imposed by the applicable compensation recovery policies.

13. **CONFIDENTIALITY/NON-SOLICITATION.**

(a) **Confidentiality.** Recipient acknowledges that the terms of this Award together with the performance goals and other conditions described in this Award are regarded as confidential information and agrees to not disclose this information to any third party.

(b) **Solicitation of Employees.** Recipient agrees that, both while employed by the Company or an Affiliate and for one year afterward, Recipient will not solicit or attempt to solicit any employee of the Company or an Affiliate to leave his or her employment or to violate the terms of any agreement or understanding that employee may have with the Company or an Affiliate. The foregoing obligations apply to both Recipient’s direct and indirect actions, and apply to actions intended to benefit Recipient or any other person, business or entity.

(c) **Solicitation of Customers.** Recipient agrees that, for one year after termination of employment with the Company or an Affiliate, Recipient will not participate in any solicitation of any customer or prospective customer of the Company or an Affiliate concerning any business that:

- (i) involves the same programs or projects for that customer in which Recipient was personally and substantially involved during the 12 months prior to termination of employment; or
- (ii) has been, at any time during the 12 months prior to termination of employment, the subject of any bid, offer or proposal activity by the Company or an Affiliate in respect of that customer or prospective customer, or any negotiations or discussions about the possible performance of services by the Company or an Affiliate to that customer or potential customer, in which Recipient was personally and substantially involved.

In the case of a governmental, regulatory or administrative agency, commission, department or other governmental authority, the customer or prospective customer will be determined by reference to the specific program offices or activities for which the Company or an Affiliate provides (or may reasonably provide) goods or services.

- (d) **Remedies.** Recipient acknowledges and agrees that a breach of any of the promises or agreements contained in this Section 13 will result in immediate, irreparable and continuing damage to the Company for which there is no adequate remedy at law, and the Company or an Affiliate will be entitled to injunctive relief, a decree for specific performance, and other relief as may be proper, including money damages.
14. **MISCELLANEOUS.** This Agreement (together with the Plan) contains the entire agreement of the parties with respect to its subject matter, provided, however, that if Recipient and the Company are parties to an existing written agreement addressing the subject matter of Section 13, such agreement will control with respect to such subject matter until the termination thereof, at which time Section 13 will control. This Agreement will be binding upon and will inure to the benefit of the respective parties, the successors and assigns of the Company, and the heirs, legatees and personal representatives of Recipient. The parties hereby agree that should any portion of this Agreement be judicially held to be invalid, unenforceable, or void, such portion will be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with the applicable law as is then in effect.
15. **GOVERNING LAW.** This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Delaware without reference to such state's principles of conflict of laws.
16. **COPIES OF PLAN AND OTHER MATERIALS.** Recipient acknowledges that Recipient has received copies of the Plan and the Plan prospectus from the Company and agrees to receive stockholder information, including copies of any annual report, proxy statement and periodic report, electronically from the Company. Recipient acknowledges that copies of the Plan, Plan prospectus, Plan information and stockholder information are also available upon written or telephonic request to the Company.
17. **ACKNOWLEDGMENT.** Recipient acknowledges that the PSUs constitute full and adequate consideration for Recipient's obligations under this Agreement, the acceptance of the PSUs constitutes an unequivocal acceptance of this Agreement and any attempted modification or deletion will have no force or effect on the Company's right to enforce the terms and conditions stated herein. Recipient has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and this Agreement. Recipient hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement.
18. **ACCEPTANCE OF AWARD.** By Recipient's acceptance and acknowledgement of this Agreement in the Company's stock plan administrator's system in accordance with instructions provided by the Company's stock plan administrator and the Company (which must be completed **before** the [\_\_\_\_\_] of the Grant Date (the "**Acceptance Deadline**")), Recipient agrees to all of the terms and conditions of this Agreement set forth above and in the Plan. **If this Award is not accepted by the Acceptance Deadline as described in the preceding sentence, it will be immediately canceled and forfeited in its entirety at no cost to the Company and no benefits from the PSUs nor any compensation or benefits in lieu of the PSUs will be provided to Recipient.** The Administrator or its designee shall have the right to grant an exception to this requirement under limited circumstances at its sole discretion.

**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION  
2013 EMPLOYEE STOCK PURCHASE PLAN**

**1. Amendment and Restatement of Plan.**

Science Applications International Corporation (the “**Company**”) restates and amends the Science Applications International Corporation 2013 Employee Stock Purchase Plan (the “**Plan**”), effective June 7, 2023, to continue to grant options for purchase of Shares as determined by the Committee to eligible Employees of the Company and its Participating Subsidiaries. The Company intends the Plan to qualify as an “employee stock purchase plan” under Section 423 of the Code (as may be amended from time to time), although the Company makes no undertaking or representation to maintain such qualification. In addition, the Plan authorizes the grant of options under a Non-423 Plan Component pursuant to rules, procedures or sub-plans adopted by the Board (or its designate) designed to achieve desired tax or other objectives. To the extent that the Company grants options to Employees of its Affiliates, such grants will be made under the Non-423 Plan Component. Any term not expressly defined in the Plan but defined for purposes of Section 423 of the Code will have the same definition herein.

**2. Definitions.**

This Plan uses the following defined terms:

- (a) “**Affiliate**” means any entity other than a Subsidiary in which the Company has a controlling interest and which is not a “subsidiary corporation” as defined in Section 424(f) of the Code.
- (b) “**Board**” means the Board of Directors of the Company.
- (c) “**Code**” means the Internal Revenue Code of 1986, as amended.
- (d) “**Committee**” means the Human Resources and Compensation Committee of the Board.
- (e) “**Company**” means Science Applications International Corporation, a Delaware corporation.
- (f) “**Compensation**” means, in the case of Participants subject to tax in the United States, all W-2 cash compensation, including, but not limited to, base salary, wages, bonuses, incentive compensation, commissions, overtime, shift premiums, plus draws against commissions, provided, however that compensation will not include any long term disability or workers’ compensation payments, car allowances, relocation payments, expense reimbursements or payment of dividends on non-vested stock or payments representing dividends on stock units or stock rights and further provided, however, that for purposes of determining a Participant’s Compensation, any election by such Participant to reduce their regular cash remuneration under Sections 125 or 401(k) of the Code will be treated as if the Participant did not make such election. In the case of Participants not subject to tax in the United States, the Company will establish a comparable definition of Compensation.
- (g) “**Employee**” has the meaning set forth in Section 4 of the Plan.
- (h) “**Employee Stock Purchase Committee**” means a committee consisting of one or more management Employees of the Company appointed in accordance with Section 5 of the Plan.
- (i) “**Enrollment Agreement**” means the agreement in such written, electronic, or other format and pursuant to such written, electronic, or other administrative rules and procedures as may be specified from time to time by the Company, whereby an eligible Employee elects to participate in an Offering by authorizing payroll

deduction contributions and subscribing for a maximum number of Shares, or elects to make changes with respect to such participation as permitted by the Plan.

- (j) **“Fair Market Value”** means, as of any Value Date, the closing sales price as quoted on the New York Stock Exchange for the day before the Value Date as reported in *The Wall Street Journal* or a similar publication. If no sales are reported as having occurred on the day before the Value Date, Fair Market Value will be that closing sales price for the last preceding trading day on which sales of Shares are reported as having occurred. If no sales are reported as having occurred during the five trading days before the Value Date, fair market value will be the closing bid for the Shares on the day before the Value Date.
- (k) **“Maximum Share Amount”** means the maximum number of Shares which may be purchased by any Participant at any single Purchase Date. Subject to Section 12(b) of the Plan, the Maximum Share Amount is two thousand five hundred (2,500) Shares.
- (l) **“Non-423 Plan Component”** means a component of the Plan which does not qualify under Section 423 of the Code.
- (m) **“Notice Period”** means the period within two (2) years from the Offering Date relating to the applicable shares or one (1) year from the Purchase Date on which the applicable shares were purchased.
- (n) **“Offering”** means a grant to eligible Employees of rights to subscribe for and purchase Shares during an Offering Period, with the exercise of such purchase rights automatically occurring on the Purchase Date. To the extent permitted under the terms of the Plan and Section 423 of the Code, the Committee may designate separate Offerings under the Plan (the terms of which need not be identical) in which eligible Employees of one or more of the Corporation entities will participate, even if the dates of the offerings are identical.
- (o) **“Offering Date”** means the first business day of each Offering Period.
- (p) **“Offering Period”** means, unless otherwise determined by the Committee in accordance with Section 7 of the Plan, a period of three (3) months commencing on April 1, July 1, October 1 or January 1. The duration and timing of Offering Periods may be changed pursuant to Sections 7, 16, and 30 of the Plan, provided that no Offering Period will exceed a period of twenty-four (24) months.
- (q) **“Participant”** means an eligible Employee who enrolls in an Offering in accordance with Section 8 of the Plan.
- (r) **“Participating Subsidiaries”** means such Subsidiaries or Affiliates that the Committee designates from time to time as corporations that will participate in the Plan.
- (s) **“Plan”** means the Science Applications International Corporation 2013 Employee Stock Purchase Plan, as set forth herein and as amended from time to time.
- (t) **“Purchase Date”** means the last business day of each Offering Period.
- (u) **“Reserves”** means the number and type of Shares covered by each option under the Plan which has not yet been exercised, and the number and type of Shares which have been authorized for issuance under the Plan but have not yet been placed under option.
- (v) **“Section 423 Plan”** has the meaning set forth in Section 22 of the Plan.

- (w) “**Share**” means a share of the common stock of the Company, par value \$ \$0.0001, or another security resulting from an adjustment under Section 16 of the Plan.
- (x) “**Share Limit**” means the limit on the total number of Shares available for issuance under the Plan described in Section 3 of the Plan.
- (y) “**Subsidiary**” means a “subsidiary corporation” as defined in in Section 424(f) of the Code.
- (z) “**Value Date**” means the date as of which the Fair Market Value of a Share is to be determined.

### 3. Number of Shares.

The total number of Shares available for issuance pursuant to the Plan will be two million (2,000,000) Shares (the “**Share Limit**”), subject to adjustments effected in accordance with Section 16 of the Plan. An amount of Shares up to the Share Limit may be issued to satisfy purchases of Shares under the Section 423 Plan, and any remaining portion of the Share Limit may be issued to satisfy purchases of Shares under the Non-423 Plan Component. To the extent the Board (or its designate) implements a Non-423 Plan Component, the Share Limit will be reduced by the number of Shares issued under the Non-423 Plan Component. Shares issued under the Plan may consist, in whole or in part, of authorized and unissued Shares or treasury Shares reacquired in private transactions or open market purchases, but all Shares issued under the Plan and the Non-423 Plan Component will be counted against the Share Limit.

### 4. Purpose.

The purpose of the Plan is to provide eligible Employees with a convenient means of acquiring an equity interest in the Company through payroll deductions, to enhance such Employees’ sense of participation in the affairs of the Company and Participating Subsidiaries, and to provide an incentive for continued employment. For the purposes of the Plan, “Employee” means any individual who is an employee of the Company or a Participating Subsidiary. Whether an individual qualifies as an Employee will be determined by the Committee, in its sole discretion. The Committee will be guided by the provisions of Treasury Regulation Section 1.423-2(e) and Section 3401(c) of the Code and the Treasury Regulations thereunder as to Employees in the United States, with the intent that the Plan cover all “employees” within the meaning of those provisions other than those who are not eligible to participate in the Plan, provided, however, that any determinations regarding whether an individual is an “Employee” will be prospective only, unless otherwise determined by the Committee. Unless the Committee makes a contrary determination, the Employees of the Company will, for all purposes of the Plan, be those individuals who are Employees of the Company or a Participating Subsidiary for regular payroll purposes or are on a leave of absence for not more than ninety (90) days. Any determination regarding eligibility to participate in the Plan will be made by the Committee, whose decision will be final.

### 5. Administration.

This Plan will be administered by the Committee. The Committee may delegate certain administrative responsibilities to an Employee Stock Purchase Committee, including (a) prescribing, amending and rescinding rules and regulations relating to the Plan; (b) prescribing forms for carrying out the provisions and purposes of the Plan; (c) interpreting the Plan; and (d) making all other determinations deemed necessary or advisable for the administration of the Plan, including factual determinations. Subject to the provisions of the Plan, the Committee will have the authority and discretion to (i) determine and change the percentage discount pursuant to Section 10 of the Plan, (ii) determine and change the Offering Periods and Offering Dates pursuant to Section 7 of the Plan, (iii) determine and change the purchase price for shares pursuant to Section 10 of the Plan, (iv) prescribe minimum holding periods for the Shares issued under the Plan, and (v) prescribe, amend and rescind rules and regulations relating to the Plan. All decisions of the Committee and the Employee Stock Purchase Committee will be

final and binding upon all Participants. Members of the Committee and the Employee Stock Purchase Committee will receive no compensation for their services in connection with the administration of the Plan, other than standard fees as established from time to time by the Board for services rendered by Board members serving on Board committees. All expenses incurred in connection with the administration of the Plan will be paid by the Company.

Notwithstanding anything in the Plan to the contrary, the Employee Stock Purchase Committee is authorized to permit a Participant to make contributions, by payroll deduction or direct payment to the Company for credit to the Participant's account, in excess of the periodic amount designated by the Participant in order to adjust for administrative errors in the processing of properly completed Enrollment Agreements, and to establish other administrative rules and procedures as the Employee Stock Purchase Committee determines in its sole discretion are appropriate and consistent with the Plan's purposes. The actions of the Employee Stock Purchase Committee pursuant to this Article will not be considered to alter or impair any option granted under an Offering as they are part of the initial terms of each Offering and the options granted under each Offering.

## **6. Eligibility.**

Any Employee of the Company or the Participating Subsidiaries is eligible to participate in an Offering Period (as hereinafter defined) under the Plan except the following:

(a) Employees who are not employed by the Company or a Participating Subsidiary prior to the beginning of such Offering Period or prior to such other time period as specified by the Committee;

(b) Employees who, together with any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code, own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any of its Participating Subsidiaries or who, as a result of being granted an option under the Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of issued and outstanding stock of the Company or any of its Participating Subsidiaries;

(c) Individuals who provide services to the Company or any of its Participating Subsidiaries as independent contractors who are reclassified as common law Employees for any reason except for federal income and employment tax purposes; and

(d) Employees who reside in countries for whom such Employees' participation in the Plan would result in a violation under any corporate or securities laws of such country of residence.

## **7. Offering Dates.**

The Offering Periods of the Plan may be up to twenty-four (24) months in duration. However, unless and until determined otherwise by the Committee, each Offering Period will have a duration of three (3) months and will commence on April 1, July 1, October 1 or January 1. The Committee will have the power to change the Offering Dates, the Purchase Dates and the duration of Offering Periods without stockholder approval if such change is announced prior to the relevant Offering Period or prior to such other time period as specified by the Committee.

## **8. Participation in the Plan.**

Eligible Employees may become Participants in an Offering under the Plan on the applicable Offering Date, after satisfying the eligibility requirements, by delivering an Enrollment Agreement to the Company in accordance with the administrative rules and procedures established by the Company and during the time period determined by the Company and communicated to eligible Employees before the beginning of the applicable Offering Period. An eligible Employee who does not deliver an Enrollment Agreement to the Company after becoming



eligible to participate in an Offering will not participate in that Offering, and will not participate in any subsequent Offering unless such Employee enrolls in a subsequent Offering by delivering an Enrollment Agreement to the Company in accordance with the administrative rules and procedures established by the Company and during the time period determined by the Company and communicated to eligible Employees before the beginning of the applicable Offering Period. A Participant's Enrollment Agreement for an Offering, including without limitation their payroll deduction authorization, will remain in effect for subsequent Offerings, and they will automatically be enrolled in each such subsequent Offering until:

(a) They withdraw or are deemed to withdraw from an Offering or terminate further participation in an Offering as set forth in Section 13 of the Plan;

(b) Their employment terminates, or they otherwise cease to satisfy the eligibility conditions specified in Section 6 of the Plan, or their participation otherwise ceases in accordance with the terms of the Plan;

(c) They complete and submit a new Enrollment Agreement in accordance with the procedures set forth above in this Section 8 of the Plan and the new Enrollment Agreement becomes effective; or

(d) The Company requires that they complete a new Enrollment Agreement.

A Participant that is automatically enrolled in a subsequent Offering pursuant to this Section 8 is not required to complete and submit any additional Enrollment Agreement or other documentation or notice in order to participate in such subsequent Offering and will be deemed to have accepted the terms and conditions of the Plan, the Offering, their Enrollment Agreement, and any rules, guidelines, procedures, policies, and sub-plans in effect at the time each subsequent Offering Period begins.

#### **9. Grant of Option on Enrollment.**

Each eligible Employee who has completed and delivered an Enrollment Agreement pursuant to Section 8 of the Plan with respect to an Offering Period will be deemed to have been granted an option (as of the Offering Date) by the Company to purchase on the Purchase Date up to that number of Shares determined by a fraction, the numerator of which is the amount accumulated in such Employee's payroll deduction account during the Offering Period and the denominator of which is eighty-five percent (85%) (unless such percentage is changed pursuant to Section 10 of the Plan) of the Fair Market Value of a Share on the Purchase Date (but in no event less than the par value of a Share), provided, however, that the number of Shares subject to any option granted pursuant to the Plan will not exceed the lesser of (x) the maximum number of shares set by the Committee pursuant to Section 12(c) of the Plan with respect to the applicable Purchase Date, or (y) the maximum number of shares which may be purchased pursuant to Section 12(b) of the Plan with respect to the applicable Purchase Date. Notwithstanding the foregoing, in the event of a change in generally accepted accounting principles which would adversely affect the accounting treatment applicable to any current Offering Period, the Committee may make such changes to the number of Shares purchased at the end of the Offering Period or the purchase price paid as are allowable under generally accepted accounting principles and as it deems necessary in the sole discretion of the Committee to avoid or minimize adverse accounting consequences.

#### **10. Purchase Price.**

The purchase price per Share at which a Share will be sold in any Offering Period will be eighty-five percent (85%) of the Fair Market Value of a Share on the Purchase Date; provided that the Committee may change the purchase price to be anywhere from eighty-five percent (85%) to one hundred percent (100%) of the fair market value of a Share on the Offering Date or the Purchase Date.

#### **11. Payment of Purchase Price; Changes in Payroll Deductions; Issuance of Shares.**

**(a)** The purchase price of the Shares is accumulated by regular payroll deductions made during each Offering Period. The deductions are made as a percentage of the Participant's Compensation in one percent (1%) increments, not less than one percent (1%), nor greater than ten percent (10%), or such lower limit set by the Committee. Payroll deductions will commence on the first payday of the Offering Period and will continue to the end of the Offering Period unless sooner altered or terminated as provided in the Plan. If payroll deductions are not permitted in a jurisdiction, Participants in that jurisdiction may contribute via check or pursuant to another method approved by the Committee. In addition, if a Participant continues to participate in an Offering during an unpaid leave of absence, no payroll deductions or other contributions will be required during the period of such interruption, but the Participant may, prior to the Purchase Date, pay to the Company directly for credit to the Participant's account, and not by way of payroll deduction, an amount not exceeding the aggregate amount that would have been deducted during the leave of absence pursuant to the Participant's Enrollment Agreement had their active employment not been interrupted. Such payment may be made in a lump sum or in installments before the Purchase Date, as the Company will determine.

**(b)** A Participant may increase or decrease the rate of payroll deductions during an Offering Period by filing with the Company a new Enrollment Agreement with a modified authorization for payroll deductions, in which case the new rate will become effective for the next payroll period commencing after the Company's receipt and processing of the new Enrollment Agreement and will continue for the remainder of the Offering Period unless changed as described below. Such change in the rate of payroll deductions may be made at any time during an Offering Period. The Committee will have the authority to establish administrative rules and procedures with respect to a Participant's ability to increase or decrease the rate of payroll deductions during an Offering Period, including without limitation restrictions on the number of increases or decreases a Participant may make within an Offering Period as set forth in this Section 11(b) or in Section 11(c) below.

**(c)** A Participant may reduce their payroll deduction percentage to zero (0) during an Offering Period by filing with the Company a new Enrollment Agreement with a request for cessation of payroll deductions. Such reduction will be effective beginning with the next payroll period after the Company's receipt and processing of the new Enrollment Agreement and no further payroll deductions will be made for the duration of the Offering Period unless the rate of payroll deduction is subsequently increased. Payroll deductions credited to the Participant's account prior to the effective date of the new Enrollment Agreement will be used to purchase Shares in accordance with Section 11(e) below. A Participant may subsequently increase their payroll deductions during the Offering Period as long as they have not withdrawn from participation in the Offering as set forth in Section 13 of the Plan.

**(d)** All payroll deductions made for a Participant are credited to their account under the Plan and are deposited with the general funds of the Company. No interest accrues on the payroll deductions, unless required by local law. All payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company will not be obligated to segregate such payroll deductions, unless required by local law.

**(e)** On each Purchase Date, for so long as the Plan remains in effect, and provided that the Participant has not withdrawn from participation in the Offering as set forth in Section 13 of the Plan, the Company will apply the funds then in the Participant's account to the purchase of whole and fractional Shares reserved under the option granted to such Participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The purchase price per Share will be as specified in Section 10 of the Plan. In the event that the Plan has been oversubscribed, all funds not used to purchase Shares on the Purchase Date pursuant to Section 12(c) of the Plan will be returned to the Participant, without interest. No Share will be purchased on a Purchase Date on behalf of any Employee whose participation in the Plan has terminated prior to such Purchase Date.

**(f)** As soon as practicable after the Purchase Date, the Company will issue Shares for the Participant's benefit representing the Shares purchased upon exercise of their option Shares issued by the Company under the Plan may be, at the Company's option, evidenced by a Share certificate delivered to the Participant, or other physical or electronic evidence of Share ownership,

including, without limitation, deposit of Shares into a stock brokerage account maintained for the Participant by the Company's stock transfer agent or employee stock plan administrator.

(g) During a Participant's lifetime, their option to purchase Shares under the Plan is exercisable only by such Participant. The Participant will have no interest or voting rights in Shares covered by their option until such option has been exercised and Shares have been issued to the Participant.

## **12. Limitations on Shares to be Purchased.**

(a) No Participant will be entitled to purchase stock under the Plan at a rate which, when aggregated with their rights to purchase stock under all other employee stock purchase plans of the Company or any Subsidiary, exceeds twenty-five thousand dollars (\$25,000) in Fair Market Value, determined as of the Offering Date (or such other limit as may be imposed by the Code) for each calendar year in which the Participant participates in the Plan. The Company will have the authority to take all necessary action, including but not limited to, suspending the payroll deductions of any Participant, in order to ensure compliance with this Section 12(a).

(b) No Participant will be entitled to purchase more than the Maximum Share Amount on any single Purchase Date. Prior to the commencement of any Offering Period or prior to such time period as specified by the Committee, the Committee may, in its sole discretion, modify the Maximum Share Amount. If the Committee modifies the Maximum Share Amount, then all Participants must be notified of the new Maximum Share Amount prior to the commencement of the next Offering Period. The Maximum Share Amount will continue to apply with respect to all succeeding Purchase Dates and Offering Periods unless revised by the Committee as set forth above.

(c) If the number of Shares to be purchased on a Purchase Date by all Participants exceeds the number of Shares then available for issuance under the Plan, then the Company will make a pro rata allocation of the remaining Shares in as uniform a manner as will be reasonably practicable and as the Committee determines to be equitable. In such event, the Company will give written notice of such reduction of the number of Shares to be purchased under a Participant's option to each Participant affected.

(d) Any payroll deductions accumulated in a Participant's account which are not used to purchase stock due to the limitations in this Section 12 will be returned to the Participant as soon as practicable after the end of the applicable Purchase Period, without interest unless required by local law.

## **13. Withdrawal.**

(a) Each Participant may withdraw from an Offering under the Plan by delivering to the Company a written or electronic notice to that effect in accordance with administrative rules and procedures established by the Company for such purpose. Such withdrawal may be elected at any time prior to the end of an Offering Period, or such other time period as specified by the Committee.

(b) Upon a Participant's withdrawal from the Plan, the accumulated payroll deductions will be returned to the Participant, without interest, and their interest in the Plan will terminate. In the event a Participant voluntarily elects to withdraw from the Plan, they may not resume their participation in the Plan during the same Offering Period, but they may participate in any Offering Period under the Plan which commences on a date subsequent to such withdrawal by filing a new Enrollment Agreement in the same manner as set forth in Section 8 of the Plan for initial participation in the Plan.

## **14. Termination of Employment.**

Termination of a Participant's employment for any reason, including retirement, death or the failure of a Participant to remain an eligible Employee of the Company or of a Participating Subsidiary, will immediately terminate their participation in the Plan. In such event, the payroll

deductions credited to the Participant's account will be returned to them or, in the case of their death, to their legal representative, without interest. For purposes of this Section 14, a Participant will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company or of a Participating Subsidiary in the case of sick leave, military leave, or any other leave of absence approved by the Committee, provided, however that such leave is for a period of not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute.

#### **15. Return of Payroll Deductions.**

In the event a Participant's interest in the Plan is terminated by withdrawal, termination of employment or otherwise, or in the event the Plan is terminated by the Board, the Company will deliver to the Participant all payroll deductions credited to such Participant's account. No interest will accrue on the payroll deductions of a Participant in the Plan, unless required by local law.

#### **16. Capital Changes.**

Subject to any required action by the stockholders of the Company, the Reserves, as well as the price per Share covered by each option under the Plan which has not yet been exercised, will be proportionately adjusted for any increase or decrease in the number of issued and outstanding Shares resulting from a stock split or the payment of a stock dividend (but only on the Shares), any other increase or decrease in the number of issued and outstanding Shares effected without receipt of any consideration by the Company or other change in the corporate structure or capitalization affecting the Company's present Shares, provided, however, that conversion of any convertible securities of the Company will not be deemed to have been "effected without receipt of consideration." Such adjustment will be made by the Committee, whose determination will be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, will affect, and no adjustment by reason thereof will be made with respect to, the number or price of Shares subject to an option.

In the event of the proposed dissolution or liquidation of the Company, the Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Committee. The Committee may, in the exercise of its sole discretion in such instances, declare that the Plan will terminate as of a date fixed by the Committee and give each Participant the right to purchase shares under the Plan prior to such termination. In the event of (i) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the options under the Plan are assumed, converted or replaced by the successor corporation, which assumption will be binding on all Participants), (ii) a merger in which the Company is the surviving corporation but after which the stockholders of the Company immediately prior to such merger (other than any stockholder that merges, or which owns or controls another corporation that merges, with the Company in such merger) cease to own their Shares or other equity interest in the Company, (iii) the sale of all or substantially all of the assets of the Company, or (iv) the acquisition, sale, or transfer of more than fifty percent (50%) of the outstanding Shares of the Company by tender offer or similar transaction, the Plan will continue with regard to Offering Periods that commenced prior to the closing of the proposed transaction and Shares will be purchased based on the Fair Market Value of the surviving corporation's stock on each Purchase Date, unless otherwise provided by the Committee.

The Committee may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per Share covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of its outstanding Shares, or in the event of the Company being consolidated with or merged into any other corporation.

#### **17. Nonassignability.**

Neither payroll deductions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Sections 26 or 27 of the Plan) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be void and without effect.

#### **18. Reports.**

Individual accounts will be maintained for each Participant in the Plan. Each Participant will receive, as soon as practicable after the end of each Purchase Period, a report of their account setting forth the total payroll deductions accumulated, the number of Shares purchased, the per Share price thereof and the remaining cash balance, if any, carried forward to the next Offering Period, as the case may be.

#### **19. Notice of Disposition.**

Each Participant will notify the Company in writing if the Participant disposes of any of the Shares purchased in any Offering Period pursuant to the Plan if such disposition occurs within the Notice Period. The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing Shares acquired pursuant to the Plan requesting the Company's transfer agent to notify the Company of any transfer of the Shares. The obligation of the Participant to provide such notice will continue notwithstanding the placement of any such legend on the certificates.

#### **20. No Effect on Employment.**

Neither the Plan nor any Offering constitute an employment contract. Nothing in the Plan or an Offering will in any way alter the nature of a Participant's employment or amend a Participant's employment contract, if applicable, or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Subsidiary, or on the part of the Company or a Subsidiary to continue the employment of a Participant. An Employee's employment with the Company or a Subsidiary is not for any specified term and may be terminated by such Employee or by the Company or a Subsidiary at any time, for any reason, with or without cause. Nothing in the Plan or an Offering will constitute any promise or commitment by the Company or a Subsidiary regarding future positions, future work assignments, future compensation or any other term or condition of employment or affiliation. By completing and delivering an Enrollment Agreement and participating in the Plan or an Offering, a Participant understands and acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, and the grant of options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future options, or benefits in lieu of options, even if options have been granted repeatedly in the past;

(b) an option granted to a Participant under the Plan is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or a Subsidiary, and is outside the scope of the Participant's employment contract, if any, and is not a part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or a Subsidiary;

(c) no claim or entitlement to compensation or damages shall arise from termination of an option or diminution in value of an option or Shares purchased through exercise of an option resulting from termination of the Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws).

#### **21. Data Processing.**

By completing and delivering an Enrollment Agreement and participating in the Plan or an Offering, a Participant understands and acknowledges that it is necessary for the Company and any of its Subsidiaries and Affiliates to collect, use, disclose, hold, transfer and otherwise process certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, Shares owned or held, details of all options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding, or other personal information ("**Data**") as described in an Enrollment Agreement or any other materials or as otherwise provided to the Company or any Subsidiary or Affiliate for the purpose of implementing, administering and managing the Plan and Offerings. Any such processing will be carried out in accordance with the Company's legitimate interest in administering the Plan and Offerings and only to the extent permitted by and in full compliance with any applicable data protection laws and regulations. A Participant's failure or refusal to provide or update such Data (or to agree to the terms and conditions of the Plan or an Offering) may result in the Company being unable to administer the Plan or an Offering in respect of such Participant. A Participant's Data will be retained by the Company for as long as such Participant participates in the Plan and/or holds Shares, and thereafter, to the extent necessary to fulfill lawful purposes or as long as required by applicable law. The Company may transfer a Participant's Data among its Subsidiaries or Affiliates and service providers, acting as stock plan administrator or other similar services entity that is an independent service provider based in the United States assisting the Company with the implementation, administration, and management of the Plan. A Participant's Data may be transferred from the Participant's country to other jurisdictions, including the United States. The Participant understands and acknowledges that such jurisdictions might have enacted data privacy laws that are less protective or otherwise different from those applicable in the Participant's country of residence. The Company will take reasonable steps to ensure that the Participant's Data is legally transferred and continues to be adequately protected and securely held. By completing and delivering an Enrollment Agreement and participating in the Plan or an Offering, a Participant will consent to the collection, use and transfer, in electronic or other form, of their Data in accordance with this Section 21 and the Plan prospectus.

## **22. Equal Rights and Privileges.**

All eligible Employees will have equal rights and privileges with respect to the Plan so that the Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations (the "**Section 423 Plan**"), except for differences that may be mandated by local law and that are consistent with Code Section 423(b)(5); provided, however, that Participants participating in the Non-423 Plan Component by means of rules, procedures or sub-plans adopted pursuant to Section 23 of the Plan need not have the same rights and privileges as Participants participating in the Section 423 Plan.

## **23. Additional Provisions to Comply with Local Law.**

The Committee may from time to time prescribe, amend, or rescind rules, guidelines, procedures, policies or sub-plans under the Plan for purposes of satisfying applicable laws of state and local domestic United States and non-United States jurisdictions as the Committee deems necessary or desirable. To the extent inconsistent with the requirements of Code Section 423, such rules, guidelines, procedures, policies, and sub-plans will be considered part of the Non-423 Plan Component, and the options granted thereunder will not be considered to comply with Code Section 423.

## **24. Notices.**

All notices or other communications by a Participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

## **25. Term; Stockholder Approval.**

To the extent and in the manner required to comply with Code Section 423 (including the regulations promulgated thereunder) or any other applicable law or regulation or the rules and requirements of any stock exchange or quotation system on which the Shares are listed or quoted, all as amended through the applicable date, the Company will obtain stockholder approval of an amendment of the Plan in such a manner and to such a degree as required. The Plan will continue until the earlier to occur of (a) termination of the Plan by the Board (which termination may be effected by the Board at any time), or (b) issuance of all of the Shares available for issuance under the Plan.

**26. Death of a Non-United States Participant.**

In the event a non-United States Participant dies with accumulated payroll deductions having been accumulated to purchase Shares at the next Purchase Date, such amounts will be paid to the estate of the Participant.

**27. Designation of Beneficiary.**

The Committee may, in its sole discretion, provide that a Participant may designate a beneficiary or beneficiaries to receive any Shares and cash, if any, from the Participant's account under the Plan in the event of such Participant's death. To be effective, such designation must be made in accordance with such administrative rules and procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. Such designation of beneficiary may be changed by the Participant at any time by written notice. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company will deliver such Shares or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate. A Participant may change a beneficiary designation in accordance with such administrative rules and procedures and in such written or electronic form as prescribed by the Company (or its designee) for such purpose. Unless otherwise provided in the beneficiary designation, each designation made by a Participant will revoke all prior designations made by the same Participant.

**28. Conditions Upon Issuance of Shares; Limitation on Sale of Shares.**

Shares will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such Shares pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance.

**29. Applicable Law.**

The Plan will be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

**30. Amendment or Termination.**

The Board may at any time amend or terminate the Plan, except that any such termination cannot affect options previously granted under the Plan, nor may any amendment make any change in an option previously granted which would adversely affect the right of any Participant, nor may any amendment be made without approval of the stockholders of the Company obtained in accordance with Section 25 of the Plan within twelve (12) months of the adoption of such amendment (or earlier if required by Section 25 of the Plan) if such amendment would:

- (a)** increase the number of shares that may be issued under the Plan; or
- (b)** change the designation of the Employees (or class of Employees) eligible for participation in the Plan.

Notwithstanding the foregoing, the Board may make such amendments to the Plan as the Board determines to be advisable, including changes with respect to current Offering Periods or Purchase Periods, if the continuation of the Plan or any Offering Period would result in financial accounting treatment for the Plan that is different from the financial accounting treatment in effect on the date the Plan is adopted by the Board.