

Washington, D.C. 20549

CURRENT REPORT

Date of Report (Date of earliest event reported): September 27, 2024

(Exact name of registrant as specified in its charter)

99-0622272
(I.R.S. Employer
Identification No.)

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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. ☐

Introductory Note.

Due to the large number of events related to the Merger (as defined below) that are being reported under the specified items of Form 8-K, Amentum Holdings, Inc., formerly known as Amazon Holdco Inc. (“the Company”), is filing this Current Report on Form 8-K in two parts. An Amendment No. 1 on Form 8-K/A is being filed immediately after the filing of this Current Report on Form 8-K solely to include additional matters under Items 1.01, 1.02, 2.03 and 9.01 of Form 8-K.

Item 1.01. Entry into a Material Definitive Agreement.

On September 27, 2024, Amentum Parent Holdings LLC (“Amentum”) and Jacobs Solutions Inc. (“Jacobs”) announced that they had consummated the previously announced combination of Amentum with Jacobs’ Critical Missions Solutions and Cyber & Intelligence government services businesses (collectively, the “SpinCo Business”) through a Reverse Morris Trust transaction. In accordance with the terms and conditions of the Agreement and Plan of Merger, dated as of November 20, 2023, as amended (the “Merger Agreement”), among Jacobs, the Company, Amentum and Amentum Joint Venture LP, the sole equityholder of Amentum (“Amentum Equityholder”), and the Separation and Distribution Agreement, dated as of November 20, 2023, among Jacobs, the Company, Amentum and Amentum Equityholder (the “Separation Agreement”), (1) Jacobs transferred the SpinCo Business to the Company and its subsidiaries (the “Reorganization”) in exchange for the issuance by the Company of shares of common stock, par value \$0.01 per share, of the Company (“Common Stock”) and a cash payment of \$1,000,000,000, subject to adjustment based on the levels of cash, debt and working capital in the SpinCo Business at closing (the “SpinCo Payment”), (2) thereafter, Jacobs distributed shares of Common Stock to Jacobs’ stockholders without consideration on a pro rata basis (the “Distribution”), and a portion of the outstanding shares of Common Stock was retained by a subsidiary of Jacobs (such subsidiary, the “Contributing Subsidiary”) and (3) immediately following the Distribution, Amentum merged with and into the Company (the “Merger”), with the Company surviving the Merger. As a result of the Distribution and the Merger, the Company has 243,302,173 issued and outstanding shares of Common Stock, of which Jacobs and its shareholders own 142,331,771 shares, consisting of 124,084,108 shares held by Jacobs’ shareholders and the Contributing Subsidiary retaining 18,247,663 shares, representing 51% and 7.5%, respectively, of the issued and outstanding shares of Common Stock, and Amentum Equityholder owns 90,021,804 shares, representing 37% of the issued and outstanding shares of Common Stock. Pursuant to the Merger Agreement, 10,948,598 shares of Common Stock, representing 4.5% of the issued and outstanding shares of Common Stock, have been placed in escrow, to be released and delivered in the future to Jacobs and its shareholders or to Amentum Equityholder, depending on the achievement of certain fiscal year 2024 operating profit targets by the SpinCo Business.

In connection with the transactions described above (the “transactions”), on September 27, 2024, Jacobs, the Company, Amentum and Amentum Equityholder, as applicable, entered into several agreements, including, among others, a Transition Services Agreement, Project Services Agreement, Tax Matters Agreement, Stockholders Agreement, Registration Rights Agreement and other commercial agreements. A summary of the principal terms of each of the Transition Services Agreement, Project Services Agreement, Tax Matters Agreement, Registration Rights Agreement and Stockholders Agreement is set forth in the section titled “Certain Relationships and Related Party Transactions” contained in the information statement filed as Exhibit 99.1 to Amendment No. 4 to the Company’s Registration Statement on Form 10 (File No. 001-42176) filed with the U.S. Securities and Exchange Commission (the “SEC”) on September 13, 2024 (the “Registration Statement”), which summaries are incorporated herein by reference. Such agreements are attached hereto as Exhibits 10.2, 10.3, 10.4, 10.5 and 10.6 respectively, and incorporated herein by reference. The Merger Agreement, the amendment to the Merger Agreement dated August 26, 2024, and Separation Agreement were filed as Exhibits 2.1, 2.2 and 2.3 to the Registration Statement, and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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

Departure of Directors

In connection with the transactions, effective as of September 27, 2024, Stephen Arnette, Kevin Berryman and Bob Pragada resigned as members of the Amazon Holdco Inc. board of directors (the “Amazon Holdco Board”).

Election of Directors

In connection with the transactions, effective as of September 27, 2024, the size of the board of directors of the Company (the “Company Board”) increased from four to thirteen members and the following individuals were elected to serve on the Company Board until his or her successor is duly elected and qualified or until his or her earlier resignation or removal:

- Steven J. Demetriou
- General Vincent K. Brooks
- Benjamin Dickson
- General Ralph E. Eberhart
- Alan E. Goldberg
- John Heller
- Leslie Ireland
- Barbara L. Loughran
- Sandra E. Rowland
- Christopher M.T. Thompson
- Russell Triedman
- John Vollmer
- Connor Wentzell

In connection with the transactions, the following committees of the Company Board were established and constituted as follows: Audit Committee (Sandra E. Rowland (Chair), General Vincent K. Brooks, Leslie Ireland and Barbara Loughran), Compensation Committee (Russell Triedman (Chair), Benjamin Dickson, General Ralph E. Eberhart and Leslie Ireland) and Nominating and Governance Committee (Barbara Loughran (Chair), General Vincent K. Brooks, Russell Triedman and Connor Wentzell).

The information regarding the Company’s directors contained in the sections of the Registration Statement titled “Directors Following the Transactions” and “Certain Relationships and Related Party Transactions” are incorporated herein by reference. The information contained in Item 1.01 of this Current Report on Form 8-K is also incorporated herein by reference.

Departure of Certain Officers

In connection with the transactions, effective as of September 27, 2024, Kevin Berryman, Priya Howell, Michael Hsu, Justin Johnson and Bob Pragada resigned as officers of the Company.

Appointment of Officers

In connection with the transactions, effective as of September 27, 2024, the following individuals were elected as officers of the Company in each case until their successors are chosen and qualify in their stead or until their earlier death, resignation or removal:

- Jill Bruning, Chief Technology Officer
 - Steven J. Demetriou, Executive Chair
 - John Heller, Chief Executive Officer
 - Travis B. Johnson, Chief Financial Officer and Chief Accounting Officer
 - Sean Mullen, Chief Growth Officer
 - Stuart I. Young, Chief Legal Officer
-

Biographical information and business experience required by this Item 5.02 for each of Jill Bruning, Steven J. Demetriou, John Heller, Travis B. Johnson, Sean Mullen and Stuart I. Young is contained under the section “Management Following the Transaction” of the Registration Statement and is incorporated herein by reference.

Indemnification Agreement

In connection with the transactions, the Company entered into indemnification agreements with its directors and certain officers (the “Indemnification Agreements”). The Indemnification Agreements require the Company to indemnify the counterparty, to the fullest extent permitted by law, for certain expenses and liabilities, including attorneys’ fees, judgments, penalties, fines and settlement amounts actually and reasonably incurred by the counterparty or on his or her behalf in connection with a proceeding in which the counterparty was, is or will be involved as a party by reason of the fact that the counterparty is or was a director or officer of the Company.

The foregoing summary and description of the provisions of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the Indemnification Agreements that is filed as Exhibit 10.7 to this Current Report on Form 8-K and is incorporated herein by reference.

2024 Stock Incentive Plan

In connection with the transactions, prior to the Distribution the Amazon Holdco Board approved and adopted, and JEG, in its capacity as Amentum’s sole stockholder at such time, approved, the Amentum Holdings, Inc. 2024 Stock Incentive Plan (the “Amentum Incentive Plan”), effective as of the effective time of the Merger (the “Effective Time”). A summary of the Amentum Incentive Plan is contained under the heading “Amentum Holdings, Inc. 2024 Stock Incentive Plan” in the Registration Statement and is incorporated herein by reference. Such description of the Amentum Incentive Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Amentum Incentive Plan that is filed as Exhibit 10.8 to this Current Report on Form 8-K and is incorporated herein by reference.

Employee Stock Purchase Plan

In connection with the transactions, prior to the Distribution the Amazon Holdco Board approved and adopted, and JEG, in its capacity as Amentum’s sole stockholder at such time, approved, the Amentum Holdings, Inc. Employee Stock Purchase Plan (the “ESPP”), effective as of the Effective Time. A summary of the ESPP is contained under the heading “Amentum Holdings, Inc. Employee Stock Purchase Plan” in the Registration Statement and is incorporated herein by reference. Such description of the ESPP does not purport to be complete and is qualified in its entirety by reference to the full text of the ESPP that is filed as Exhibit 10.9 to this Current Report on Form 8-K and is incorporated herein by reference.

Executive Deferral Plan

In connection with the transactions, prior to the Distribution the Amazon Holdco Board approved and authorized the adoption by Jacobs Technology Inc., a wholly-owned subsidiary of the Company, of the Jacobs Technology Inc. Executive Deferral Plan (the “EDP”), effective as of the Effective Time. A summary of the EDP is contained under the heading “Amentum Executive Deferral Plan” in the Registration Statement and is incorporated herein by reference. Such description of the EDP does not purport to be complete and is qualified in its entirety by reference to the full text of the EDP that is filed as Exhibit 10.10 to this Current Report on Form 8-K and is incorporated herein by reference.

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

Effective as of the consummation of the Merger, the Company amended and restated its certificate of incorporation (the “Charter”), including to change its name from “Amazon Holdco Inc.” to “Amentum Holdings, Inc.” and also amended and restated its bylaws to take effect immediately following the effectiveness of the amended and restated Charter. Descriptions of the Charter and bylaws are included in the Registration Statement and are incorporated herein by reference. Such descriptions do not purport to be complete and are qualified in their entirety by reference to the full text of the Charter and bylaws, copies of which are attached hereto as Exhibits 3.1 and 3.2, respectively, and incorporated herein by reference.

Item 7.01. Other Events.

Amentum will routinely post information that may be important to investors on its website at <https://ir.amentum.com> and will use that website as a means of disclosing material information to the public in a broad, non-exclusionary manner for purposes of the SEC's Regulation Fair Disclosure (Reg FD).

Item 9.01. Financial Statements and Exhibits.**(a) Financial Statements of the Business Acquired**

The financial statements required by this item are contained under the section "Index to Financial Statements" of the Registration Statement and are incorporated herein by reference.

(b) Pro Forma Financial Information

The pro forma financial statements required by this item are contained under the section "Unaudited Pro Forma Condensed Combined Financial Information" of the Registration Statement and are incorporated herein by reference.

(d) Exhibits

The following documents are filed herewith unless otherwise indicated:

Exhibit No.	Description
<u>3.1</u>	<u>Amended and Restated Certificate of Incorporation of Amentum Holdings, Inc.</u>
<u>3.2</u>	<u>Amended and Restated Bylaws of Amentum Holdings, Inc.</u>
<u>10.2</u>	<u>Transition Services Agreement by and between Jacobs Solutions Inc. and Amazon Holdco Inc.*</u>
<u>10.3</u>	<u>Project Services Agreement by and between Jacobs Solutions Inc. and Amazon Holdco Inc.*</u>
<u>10.4</u>	<u>Tax Matters Agreement by and between Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parents Holdings LLC and Amentum Joint Venture LP.*</u>
<u>10.5</u>	<u>Registration Rights Agreement by and between Amazon Holdco Inc. and Jacobs Solutions Inc.</u>
<u>10.6</u>	<u>Stockholders Agreement by and between Amazon Holdco Inc. and Amentum Joint Venture LP.</u>
<u>10.7</u>	<u>Form of Indemnification Agreement</u>
<u>10.8</u>	<u>Amentum Holdings, Inc. 2024 Stock Incentive Plan</u>
<u>10.9</u>	<u>Amentum Holdings, Inc. Employee Stock Purchase Plan</u>
<u>10.10</u>	<u>Jacobs Technology Inc. Executive Deferral Plan</u>
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

* Schedules omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request, provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act, as amended, for any schedule or exhibit so furnished.

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.

AMENTUM HOLDINGS, INC.

Date: October 3, 2024

By: /s/ John E. Heller

Name: John E. Heller

Title: Chief Executive Officer

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AMENTUM HOLDINGS, INC.**

ARTICLE ONE

The name of the corporation is Amentum Holdings, Inc. (the “Corporation”).

ARTICLE TWO

The address of the Corporation’s registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801, and the name of the registered agent whose office address will be the same as the registered office is Corporation Trust Company.

ARTICLE THREE

The nature and purpose of the business of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (“DGCL”).

ARTICLE FOUR

SECTION 1. Authorized Shares. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 1,100,000,000 shares, consisting of two classes as follows:

- (a) 1,000,000 shares of Preferred Stock, par value \$0.01 per share (the “Preferred Stock”); and
- (b) 1,000,000,000 shares of Common Stock, par value \$0.01 per share (the “Common Stock”).

The Preferred Stock and the Common Stock shall have the designations, rights, powers and preferences and the qualifications, restrictions and limitations thereof, if any, set forth below.

SECTION 2. Preferred Stock. The Board of Directors of the Corporation (the “Board of Directors”) is authorized, subject to limitations prescribed by law, to provide, by resolution or resolutions for the issuance of shares of Preferred Stock in one or more series, and with respect to each series, to establish the number of shares to be included in each such series, and to fix the voting powers (if any), designations, powers, preferences, and relative, participating, optional or other special rights, if any, of the shares of each such series, and any qualifications, limitations or restrictions thereof. The powers (including voting powers), preferences, and relative, participating, optional and other special rights of each series of Preferred Stock and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the approval of the Board of Directors and by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in an election of directors, without the separate vote of the holders of the Preferred Stock as a class, irrespective of the provisions of Section 242(b)(2) of the DGCL.

SECTION 3. Common Stock. (a) Except as otherwise provided by the DGCL or this amended and restated certificate of incorporation (as it may be amended, this “Certificate of Incorporation”) and subject to the rights of holders of any series of Preferred Stock then outstanding, all of the voting power of the stockholders of the Corporation shall be vested in the holders of the Common Stock. Each share of Common Stock shall entitle the holder thereof to one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

(b) Except as otherwise required by the DGCL or expressly provided in this Certificate of Incorporation, each share of Common Stock shall have the same powers, rights and privileges and shall rank equally, share ratably and be identical in all respects as to all matters.

(c) Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the other provisions of applicable law and this Certificate of Incorporation, holders of Common Stock shall be entitled to receive equally, on a per share basis, such dividends and other distributions in cash, securities or other property of the Corporation if, as and when declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

(d) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the Corporation's debts and any other payments required by law and amounts payable upon shares of Preferred Stock ranking senior to the shares of Common Stock upon such dissolution, liquidation or winding up, if any, the remaining net assets of the Corporation shall be distributed to the holders of shares of Common Stock and the holders of shares of any other class or series ranking equally with the shares of Common Stock upon such dissolution, liquidation or winding up, equally on a per share basis. A merger or consolidation of the Corporation with or into any other corporation or other entity, or a sale or conveyance of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to its stockholders) shall not be deemed to be a voluntary or involuntary liquidation or dissolution or winding up of the Corporation within the meaning of this Paragraph (d).

(e) No holder of shares of Common Stock shall be entitled to preemptive, subscription, conversion or redemption rights.

ARTICLE FIVE

SECTION 1. Board of Directors. Except as otherwise provided in this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

SECTION 2. Number of Directors; Voting. Subject to the rights of the holders of any series of Preferred Stock then outstanding to elect additional directors under specified circumstances or otherwise, the number of directors that shall constitute the Board of Directors shall initially be 13 directors and, thereafter, shall be fixed from time to time exclusively by resolution of the Board of Directors; provided, however, that (i) the number of directors shall not be fewer than three directors or more than 21 directors, each of whom shall be a natural person and (ii) until the termination of the Stockholder Agreement in accordance with its terms, such resolution of the Board of Directors shall require the affirmative vote of at least 80% of the number of directors that constitute the Board of Directors at such time (*e.g.*, at least 10 out of 12 directors). Except as otherwise provided herein, each director shall be entitled to one vote with respect to each matter before the Board of Directors, whether by meeting or pursuant to written consent.

SECTION 3. Classes of Directors. The directors of the Corporation, other than those who may be elected by the holders of any series of Preferred Stock, shall constitute a single class.

SECTION 4. Term of Office. Subject to the rights of the holders of any series of Preferred Stock then outstanding, directors shall be elected at each annual meeting of stockholders and each director shall hold office until the next succeeding annual meeting of stockholders and until his or her successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal. Nothing in this Certificate of Incorporation shall preclude a director from serving consecutive terms. Elections of directors need not be by written ballot unless the By-laws of the Corporation (as amended or amended and restated, the "By-laws") shall so provide.

SECTION 5. Newly Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any newly created directorship on the Board of Directors that results from an increase in the number of directors and any vacancy occurring on the Board of Directors shall be filled only by resolution of a majority of the directors then in office, although less than a quorum, or by a sole remaining director (other than directors elected by the holders of any series of Preferred Stock, by voting separately as a series or together with one or more series, as the case may be) and may not be filled in any other manner. A director elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office and until his or her successor is elected and qualified or until his or her earlier death, resignation, disqualification or removal. A director elected or appointed to fill a position resulting from an increase in the number of directors shall hold office until the next succeeding annual meeting of stockholders and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

SECTION 6. Removal and Resignation of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, directors may be removed with or without cause upon the affirmative vote of stockholders representing at least a majority of the voting power of the then outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors (the "Voting Stock"), at a meeting of the Corporation's stockholders. Any director may resign at any time upon written notice to the Corporation.

SECTION 7. Rights of Holders of Preferred Stock. During any period when the holders of any series of Preferred Stock, voting separately as a series or together with one or more series, have the right to elect additional directors, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, resignation, disqualification or removal. Except as otherwise provided by the Board of Directors in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

SECTION 8. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the By-laws.

SECTION 9. Committees.

(a) The Corporation shall establish and maintain an audit committee of the Board of Directors (the “Audit Committee”), a compensation committee of the Board of Directors (the “Compensation Committee”), a nominating and governance committee of the Board of Directors (the “Nominating and Governance Committee”), and may establish and maintain one or more other committees of the Board of Directors as provided in the By-laws.

(b) Subject to applicable law and stock exchange regulations:

- (i) until the later of (x) the second anniversary of the Merger Closing Date and (y) the date on which Sponsor Stockholder ceases to beneficially own, in the aggregate, a number of shares of Common Stock representing at least 25.1% of the issued and outstanding shares of Common Stock, (A) the number of directors on each of the Audit Committee, the Compensation Committee and the Nominating and Governance Committee shall be four, (B) two Specified Directors who qualify as Independent Directors shall be appointed to serve on the Audit Committee, (C) two Specified Directors shall be appointed to serve on the Compensation Committee (and, until the second anniversary of the Merger Closing Date, the chair of the Compensation Committee shall be any one of such Specified Directors who is willing and qualified under applicable law and stock exchange regulations), (D) two Specified Directors shall be appointed to serve on the Nominating and Governance Committee and (E) at least 50% of the directors appointed to serve on any committee of the Board of Directors (other than any committee formed to evaluate any transaction between Sponsor Stockholder, any Sponsor or any of their respective Affiliates, on the one hand, and the Corporation or any of its Subsidiaries, on the other hand) shall be Specified Directors, in each case except to the extent there is an insufficient number of Specified Directors who are willing and qualified under applicable law and stock exchange regulations to serve on any such committees; and
- (ii) thereafter, until the date on which Sponsor Stockholder ceases to beneficially own, in the aggregate, a number of shares of Common Stock representing at least 5% of the issued and outstanding shares of Common Stock, with respect to each committee of the Board of Directors (other than any committee formed to evaluate any transaction between Sponsor Stockholder, any Sponsor or any of their respective Affiliates, on the one hand, and the Corporation or any of its Subsidiaries, on the other hand), for so long as at least one Specified Director is eligible to serve on such committee pursuant to applicable law and stock exchange regulations, at least one Specified Director shall be appointed to serve on such committee, in each case except to the extent there is an insufficient number of Specified Directors who are willing and qualified under applicable law and stock exchange regulations to serve on any such committees; and

- (iii) until the second anniversary of the Merger Closing Date, (A) two Jacobs Designated Directors who qualify as Independent Directors shall be appointed to serve on the Audit Committee (and the chair of the Audit Committee shall be any one of such Jacobs Designated Directors who is willing and qualified under applicable law and stock exchange regulations), (B) two Jacobs Designated Directors shall be appointed to serve on the Compensation Committee, (C) two Jacobs Designated Directors shall be appointed to serve on the Nominating and Governance Committee, (D) at least 50% of the directors appointed to serve on any committee of the Board of Directors shall be Jacobs Designated Directors and (E) the Lead Independent Director or the chair of the Nominating and Governance Committee (but not both) will be a Jacobs Designated Director, in each case except to the extent there is an insufficient number of Jacobs Designated Directors who are willing and qualified under applicable law to serve on any such committees.

(c) For purposes of this Certificate of Incorporation, (i) “Jacobs Designated Director” has the meaning given to it in the Stockholders Agreement dated as of September 27, 2024, by and between the Corporation and Amentum Joint Venture LP, as in effect as of the Merger Closing Date (the “Stockholders Agreement”), (ii) “Specified Directors” has the meaning given to it in the Stockholders Agreement, and (iii) the “Merger Closing Date” means September 27, 2024.

ARTICLE SIX

SECTION 1. Limitation of Liability. To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader exculpation than permitted prior thereto), no director or officer of the Corporation shall be liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty as a director or officer.

SECTION 2. Indemnification. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other Persons to which the DGCL permits the Corporation to provide indemnification) through provisions in the By-laws, agreements with such agents or other Persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL.

SECTION 3. Amendment of this Article. Any amendment, repeal or modification of this ARTICLE SIX shall not (a) adversely affect any right or protection of a director, officer or agent of the Corporation existing at the time of such amendment, repeal or modification with respect to any act, omission or other matter occurring prior to such amendment, repeal or modification or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

ARTICLE SEVEN

SECTION 1. Action by Written Consent. Any action that is required or permitted to be taken by the Corporation's stockholders may be taken only at a duly called annual or special meeting of the Corporation's stockholders, and the Corporation's stockholders shall not have the ability to consent in writing without a meeting; provided, however, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, unless expressly prohibited in the resolutions creating such series of Preferred Stock.

SECTION 2. Special Meetings of Stockholders. Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by or at the direction of the Board of Directors. Any business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of the meeting.

SECTION 3. No Cumulative Voting. No stockholder shall be entitled to exercise any right of cumulative voting.

ARTICLE EIGHT

SECTION 1. Amendments to the By-laws. Subject to the rights of holders of any series of Preferred Stock then outstanding, in furtherance and not in limitation of the powers conferred by law, the By-laws may be amended, altered or repealed and new bylaws made by (a) the Board of Directors or (b) in addition to any affirmative vote of the holders of any class or series of capital stock of the Corporation required herein (including any certificate of designation relating to any series of Preferred Stock), by the By-laws or applicable law, the affirmative vote of the holders of at least a majority of the voting power of the then outstanding shares of Voting Stock, voting together as a single class.

SECTION 2. Amendments to this Certificate of Incorporation. Subject to the rights of holders of any series of Preferred Stock then outstanding, notwithstanding any other provision of this Certificate of Incorporation or the By-laws, and in addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law or otherwise, no provision of Section 6 of ARTICLE FIVE, ARTICLE SIX, ARTICLE SEVEN, this ARTICLE EIGHT or ARTICLE NINE of this Certificate of Incorporation may be altered, amended or repealed in any respect, nor may any provision of this Certificate of Incorporation or the By-laws inconsistent therewith be adopted, unless in addition to any other vote required by this Certificate of Incorporation or otherwise required by law, such alteration, amendment, repeal or adoption is approved by the affirmative vote of holders of at least 66 2/3% of the voting power of the then outstanding shares of Voting Stock, voting together as a single class, at a meeting of the Corporation's stockholders called for that purpose.

ARTICLE NINE

SECTION 1. Exclusive Forum. (A) Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty; (iii) any action asserting a claim against the Corporation or any current or former director or officer or other employee or stockholder of the Corporation arising pursuant to any provision of the DGCL, the Certificate of Incorporation or the By-laws (as either may be amended, restated, modified, supplemented or waived from time to time); (iv) any action to interpret, apply, enforce or determine the validity of the Certificate of Incorporation or the By-laws of the Corporation (as either may be amended, restated, modified, supplemented or waived from time to time); (v) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine; or (vi) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL (each, a "Covered Proceeding") shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery in the State of Delaware does not have jurisdiction, the United States District Court for the District of Delaware). Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended (the "Securities Act") against the Corporation or any director or officer of the Corporation. The provisions of Section 1 of this ARTICLE NINE shall not apply to actions brought to enforce a duty or liability created by the Securities Exchange Act of 1934, as amended, or any claim for which the federal courts have exclusive jurisdiction.

SECTION 2. Personal Jurisdiction. If any action the subject matter of which is a Covered Proceeding is filed in a court other than the Court of Chancery of the State of Delaware, or, where permitted in accordance with Section 1 of this ARTICLE NINE, the United States District Court for the District of Delaware (each, a “Foreign Action”), in the name of any Person (a “Claiming Party”) without the prior written approval of the Corporation, such Claiming Party shall be deemed to have consented to (i) the personal jurisdiction of the Court of Chancery of the State of Delaware, or, where applicable, the United States District Court for the District of Delaware, in connection with any action brought in any such courts to enforce Section 1 of this ARTICLE NINE (an “Enforcement Action”) and (ii) having service of process made upon such Claiming Party in any such Enforcement Action by service upon such Claiming Party’s counsel in the Foreign Action as agent for such Claiming Party.

SECTION 3. Notice and Consent. Any Person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation (including, without limitation, shares of Common Stock) shall be deemed to have notice of and to have consented to the provisions of this ARTICLE NINE.

ARTICLE TEN

SECTION 1. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

SECTION 2. Incorporation by Reference. To the fullest extent permitted by applicable law, Sections 3.01, 3.06(a) and 3.06(b)(iv) of the Stockholders Agreement, for the absence of doubt, as in effect as of the Merger Closing Date, in their entirety are hereby incorporated by reference into this Certificate of Incorporation.

ARTICLE ELEVEN

SECTION 1. Certain Stockholder Relationships. Because Sponsor Related Persons are currently, or may become, direct or indirect stockholders of the Corporation or may nominate members of the Board of Directors, and in anticipation that the Corporation, on the one hand, and Sponsor Related Persons, on the other hand, may engage in similar activities or lines of business or have an interest in the same areas of corporate opportunities, and in recognition of (i) the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with Sponsor Related Persons (including the service of Sponsor Related Persons as directors of the Corporation) and (ii) the potential difficulties attendant to any director fulfilling the full scope of such director’s fiduciary duties in any particular situation, the provisions of this ARTICLE ELEVEN are set forth to regulate, define and guide (a) the conduct of certain activities of the Corporation as such activities may involve any Sponsor Related Person and (b) the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. Any director of the Corporation who is a Sponsor Related Person may consider the interests of Sponsor Related Persons in exercising such director’s powers, rights and duties as a director of the Corporation.

SECTION 2. Corporate Opportunities. Subject to any contractual provisions by which the Corporation and any Sponsor Related Person acquire knowledge of a potential transaction or other matter that may be a corporate opportunity for Sponsor Related Persons, on the one hand, and the Corporation or any of its Affiliates, on the other hand, none of the Sponsor Related Persons shall have any duty to communicate or offer such corporate opportunity to the Corporation or any of its Affiliates, and to the fullest extent permitted by law and Section 3.06(b) of the Stockholders Agreement, none of the Sponsor Related Persons shall be liable to the Corporation or its stockholders, or any Affiliate of the Corporation or such Affiliate's stockholders or members, for breach of any fiduciary duty or otherwise (but subject to any contractual obligations by which the Corporation or any Sponsor Related Person may be bound from time to time), solely by reason of the fact that such Sponsor Related Person acquires, pursues or obtains such corporate opportunity for itself, directs such corporate opportunity to another Person, or otherwise does not communicate information regarding such corporate opportunity to the Corporation or any of its Affiliates, unless in the case of any such Sponsor Related Person who is a director or officer of the Corporation, such corporate opportunity is offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation, and the Corporation (on behalf of itself and its Affiliates and their respective stockholders and Affiliates) to the fullest extent permitted by law hereby waives and renounces in accordance with Section 122(17) of the DGCL any claim that such corporate opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its Affiliates, unless in the case of any such Sponsor Related Person who is a director or officer of the Corporation, such corporate opportunity is offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation.

SECTION 3. Certain Business Activities.

(a) To the fullest extent permitted by law, but subject to any contractual obligations by which the Corporation or any Sponsor Related Person may be bound from time to time, no Sponsor Related Person shall have a duty to refrain from engaging, directly or indirectly, in the same or similar business activities or lines of business as the Corporation or any of the Corporation's Affiliates, including those business activities or lines of business deemed to be competing with the Corporation or any of the Corporation's Affiliates and any Sponsor Related Person engaging in any such activities, in and of itself, shall not constitute breach of any fiduciary duty by such Sponsor Related Person.

(b) To the fullest extent permitted by law, but subject to any contractual obligations by which the Corporation or any Sponsor Related Person may be bound from time to time, no Sponsor Related Person shall have a duty to refrain from doing business with any client, customer or vendor of the Corporation or any of the Corporation's Affiliates, and without limiting Section 3 of this ARTICLE ELEVEN, no Sponsor Related Person shall be deemed to have breached his, her or its fiduciary duties, if any, to the Corporation or its stockholders or to any Affiliate of the Corporation or such Affiliate's stockholders or members solely by reason of engaging in any such activity.

SECTION 4. Deemed Consent of Stockholders; Amendments. Any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE ELEVEN. Neither the alteration, amendment or repeal of this ARTICLE ELEVEN, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this ARTICLE ELEVEN, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate or reduce the effect of this ARTICLE ELEVEN in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this ARTICLE ELEVEN, would accrue or arise, prior to the effective date of such alteration, amendment, repeal, adoption or modification.

ARTICLE TWELVE

SECTION 1. Executive Chair of the Board of Directors. If at any time prior to the second anniversary of the Merger Closing Date, the Chair of the Board of Directors becomes unable or unwilling to serve in such role, a replacement director shall be selected to serve as non-executive Chair of the Board of Directors until such second anniversary by the Jacobs Designated Directors who are members of the Nominating and Governance Committee.

SECTION 2. Chief Executive Officer. Until the later of (i) the second anniversary of the Merger Closing Date and (ii) the date on which Sponsor Stockholder ceases to beneficially own, in the aggregate, a number of shares of Common Stock representing at least 25.1% of the issued and outstanding shares of Common Stock, the removal or appointment of the Chief Executive Officer of the Corporation shall require the affirmative vote of at least two thirds of the Board of Directors excluding the Chief Executive Officer and any other recused directors.

SECTION 3. Chief Operating Officer. Prior to the second anniversary of Merger Closing Date, the removal or appointment of the Chief Operating Officer shall require the affirmative vote of a majority of the Board of Directors, provided that such majority must include at least one Jacobs Designated Director voting in favor of such removal or replacement. The Chief Operating Officer will report to the Chief Executive Officer and, solely with respect to the initial Chief Operating Officer, the head of each business unit will report to and be subject to the supervision of the initial Chief Operating Officer.

SECTION 4. Direct CEO and COO Reports. Prior to the second anniversary of Merger Closing Date, the SpinCo Board shall be consulted prior to any changes or replacements to the direct reports of the Chief Executive Officer or the Chief Operating Officer.

SECTION 5. Inconsistency. In the event of any inconsistency between any provision of this Certificate of Incorporation (other than this ARTICLE TWELVE) or the By-laws, on the one hand, and any provision of this ARTICLE TWELVE, on the other hand, the provisions of this ARTICLE TWELVE shall control.

ARTICLE THIRTEEN

Definitions. As used in this Certificate of Incorporation, the following terms shall have the meanings ascribed to them as set forth in this ARTICLE THIRTEEN:

- (a) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, through one or more intermediaries or otherwise;
- (b) "Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, governmental authority or other organization or entity of any kind;
- (c) "Sponsor" means each of ASP Amentum Investco LP and LG Amentum Holdings LP;
- (d) "Sponsor Related Persons" means Sponsor Stockholder, each Sponsor and each of their respective Affiliates, and each of the foregoing's respective officers, directors and employees, equityholders and partners; and
- (e) "Sponsor Stockholder" means Amentum Joint Venture LP, a Delaware limited partnership, together with any Affiliate of Sponsor that owns or holds shares of Common Stock from time to time and becomes a party to the Stockholders Agreement pursuant thereto.

AMENDED AND RESTATED BY-LAWS

OF

AMENTUM HOLDINGS, INC.

A Delaware corporation

(Adopted as of September 27, 2024)

Amentum Holdings, Inc. (the “Corporation”), pursuant to the provisions of Section 109 of the General Corporation Law of the State of Delaware (the “DGCL”), hereby adopts these Amended and Restated By-laws (these “By-laws”), which restate, amend and supersede the bylaws of the Corporation in their entirety as described below:

ARTICLE ONE

OFFICES

SECTION 1. Offices. The Corporation may have an office or offices other than its registered office at such place or places, either within or outside the State of Delaware, as the Board of Directors of the Corporation (the “Board of Directors”) may from time to time determine or the business of the Corporation may require. The registered office of the Corporation in the State of Delaware shall be as stated in the Corporation’s certificate of incorporation as then in effect (the “Certificate of Incorporation”).

ARTICLE TWO

MEETINGS OF STOCKHOLDERS

SECTION 1. Place of Meetings. The Board of Directors may designate a place, if any, either within or outside the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of stockholders. The Board of Directors may, in its sole discretion, determine that annual or special meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 14 of this ARTICLE TWO of these By-laws in accordance with Section 211(a)(2) of the DGCL.

SECTION 2. Annual Meeting. An annual meeting of the stockholders shall be held at such date and time as is specified by resolution of the Board of Directors. At the annual meeting, stockholders shall elect directors to succeed those whose terms expire at such annual meeting and transact such other business as properly may be brought before the annual meeting pursuant to Section 12 of this ARTICLE TWO of these By-laws. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors, except as otherwise required by the DGCL and stock exchange regulations.

SECTION 3. Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Certificate of Incorporation. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

SECTION 4. Notice of Meetings. Whenever stockholders are required or permitted to take action at a meeting, notice of the meeting shall be given that shall state the place, if any, date and time of the meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxyholders not physically present may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given, not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by the DGCL or the Certificate of Incorporation.

(a) Form of Notice. All such notices shall be delivered in writing or in any other manner permitted by the DGCL. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the Corporation. If given by courier, such notice shall be deemed given at the earlier of when the notice is received or left at such stockholder's address. Subject to the limitations of Section 4(c) of this ARTICLE TWO, if given by electronic transmission, such notice shall be deemed to be delivered: (i) if given by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice by facsimile, (ii) if by electronic mail, when directed to such stockholder's electronic mail address, (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (x) such posting and (y) the giving of such separate notice, and (iv) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary of the Corporation, the transfer agent of the Corporation or any other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(b) Waiver of Notice. Whenever notice is required to be given under any provisions of the DGCL, the Certificate of Incorporation or these By-laws, a written waiver thereof, signed by the stockholder entitled to notice, or a waiver by electronic transmission given by the stockholder entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders of the Corporation need be specified in any waiver of notice of such meeting. Attendance of a stockholder of the Corporation at a meeting of such stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

(c) Notice by Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders of the Corporation pursuant to the DGCL, the Certificate of Incorporation or these By-laws, any notice to stockholders of the Corporation given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these By-laws shall be effective if given by electronic mail complying with the DGCL or other form of electronic transmission which other form has been consented to by the stockholder of the Corporation to whom the notice is given. Any such consent is revocable by the stockholder by notice to the Corporation. Notice may not be given by electronic transmission from

and after the time: (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation; and (ii) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, that the inadvertent failure to discover such inability shall not invalidate any meeting or other action. For purposes of these By-laws, except as otherwise limited by applicable law, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such recipient through an automated process.

SECTION 5. List of Stockholders. The Corporation shall prepare, at least 10 days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in the name of each such stockholder. Nothing contained in this section shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network; provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

SECTION 6. Quorum. The holders of a majority in voting power of the outstanding capital stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders or any adjournment or postponement thereof, except as otherwise provided by law, the Certificate of Incorporation or these By-laws. If a quorum is not present, the chairperson of the meeting or the holders of a majority of the voting power present in person or represented by proxy at the meeting and entitled to vote at the meeting may adjourn the meeting to another time and/or place from time to time until a quorum shall be present in person or represented by proxy. When a specified item of business requires a vote by a class or series (if the Corporation shall then have outstanding shares of more than one class or series) voting as a separate class or series, the holders of a majority in voting power of the outstanding stock of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business. A quorum once established at a meeting shall not be broken by the withdrawal of enough votes to leave less than a quorum.

SECTION 7. Adjourned Meetings. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place. Except as otherwise expressly required by law, when a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any

business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and, except as otherwise required by law, shall not be more than 60 days nor less than 10 days before the date of such adjourned meeting, the Board of Directors shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

SECTION 8. Vote Required Generally. Subject to the rights of the holders of any series of preferred stock then outstanding, at any meeting of stockholders at which a quorum has been established, all matters other than the election of directors shall be determined by a majority of voting power of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter casting their vote in favor of such matter, unless by express provisions of any applicable law, the rules of any stock exchange upon which the Corporation's securities are listed, any regulation applicable to the Corporation or its securities, the Certificate of Incorporation or these By-laws a minimum or different vote is required, in which case such express provision shall govern and control the vote required on such matter.

SECTION 9. Vote Required for the Election of Directors. Except as set forth below in this Section 9 in the case of "contested elections" and subject to the rights of the holders of any series of Preferred Stock then outstanding, at any meeting of stockholders at which a quorum has been established, each nominee for director shall be elected to the Board of Directors by a majority of the votes cast. For purposes of this Section 9, a majority of votes cast shall mean that the number of votes cast "for" such director's election exceeds the number of votes cast "against" such director's election, where votes cast shall include any votes against such director's election and shall exclude abstentions and broker non-votes with respect to such director's election, but abstentions and broker non-votes will be considered for purposes of establishing a quorum; provided that, in the event of a "contested election" of directors, directors shall be elected by the vote of a plurality of the votes cast at any meeting for the election of directors at which a quorum is present, and broker non-votes and abstentions will be considered for purposes of establishing a quorum but will not have an effect on the result of such vote. For purposes of this Section 9, a "contested election" shall mean any election of directors in which the Board of Directors determines that the number of nominees for director exceeds the number of directors to be elected. If, prior to the time the Corporation mails its initial proxy statement in connection with such election of directors, one or more notices of nomination are withdrawn such that the number of candidates for election as director no longer exceeds the number of directors to be elected, the election shall not be considered a contested election, but in all other cases, once an election is determined to be a contested election, directors shall be elected by the vote of a plurality of the votes cast. If, in an election where the number of nominees for director does not exceed the number of directors to be elected, a director nominee fails to receive a number of votes cast "for" such director's election that exceeds the number of votes cast "against" such director's election, the Board of Directors may take any appropriate action within its powers, including decreasing the number of directors or filling a vacancy.

SECTION 10. Voting Rights. Subject to the rights of the holders of any series of preferred stock then outstanding, except as otherwise provided by the DGCL or the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote in person or by proxy for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot.

SECTION 11. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

SECTION 12. Advance Notice of Stockholder Business and Director Nominations.

(a) Business at Annual Meetings of Stockholders.

(i) Only such business (other than nominations of persons for election to the Board of Directors, which must be made in compliance with and are governed exclusively by Section 12(b) of this ARTICLE TWO) shall be conducted at an annual meeting of the stockholders as shall have been brought before the meeting (A) as specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or any duly authorized committee thereof, (B) by or at the direction of the Board of Directors or any duly authorized committee thereof or (C) by any stockholder of the Corporation who (1) was a stockholder of record at the time of giving of notice provided for in Section 12(a)(iii) of this ARTICLE TWO and on the record date for determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the annual meeting, (2) is entitled to vote at the meeting and (3) complies with the notice procedures set forth in Sections 12(a)(ii) and (iii) of this ARTICLE TWO. For the avoidance of doubt, the foregoing clause (C) of this Section 12(a)(i) of this ARTICLE TWO shall be the exclusive means for a stockholder to propose such business (other than business included in the Corporation's proxy materials pursuant to Rule 14a--8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) before an annual meeting of stockholders.

(ii) For any business (other than nominations of persons for election to the Board of Directors, which must be made in compliance with and are governed exclusively by Section 12(b) of this ARTICLE TWO) to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in proper written form as described in Section 12(a)(iii) of this ARTICLE TWO to the Secretary; any such proposed business must be a proper matter for stockholder action and the stockholder and the Stockholder Associated Person (as defined in Section 12(e) of this ARTICLE TWO) must have acted in accordance

with the representations set forth in the Solicitation Statement (as defined in Section 12(a)(iii) of this ARTICLE TWO) required by these By-laws. To be timely, a stockholder's notice for such business must be delivered and received by the Secretary at the principal executive offices of the Corporation in proper written form not later than the Close of Business on the 90th day and not earlier than the 120th day prior to the first anniversary of the preceding year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Certificate of Incorporation) are first publicly traded, be deemed to have occurred on March 5, 2025); provided, however, that if and only if the annual meeting is not scheduled to be held within a period that commences 30 days before such anniversary date and ends 30 days after such anniversary date, or if no annual meeting was held in the preceding year (other than for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded), such stockholder's notice must be delivered by the later of (A) the 10th day following the day the Public Announcement (as defined in Section 12(e) of this ARTICLE TWO) of the date of the annual meeting is first made or (B) the date which is 90 days prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute proposals following the expiration of the time periods set forth in these By-laws. Notices delivered pursuant to Section 12(a) of this ARTICLE TWO will be deemed received on any given day only if received prior to the Close of Business on such day (and otherwise shall be deemed received on the next succeeding Business Day).

(iii) To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter of business the stockholder proposes to bring before the annual meeting:

(A) a brief description of the business desired to be brought before the annual meeting (including the specific text of any resolutions or actions proposed for consideration and, if such business includes a proposal to amend these By-laws, the specific language of the proposed amendment) and the reasons for conducting such business at the annual meeting,

(B) the name and address of the stockholder proposing such business, as they appear on the Corporation's books, the name and address (if different from the Corporation's books) of such proposing stockholder, and the name and address of any Stockholder Associated Person,

(C) the class or series and number of shares of stock of the Corporation which are directly or indirectly held of record or beneficially owned by such stockholder or by any Stockholder Associated Person, a description of any Derivative Positions (as defined in Section 12(e) of this ARTICLE TWO) directly or indirectly held or beneficially held by the

stockholder or any Stockholder Associated Person and whether and to the extent to which a Hedging Transaction (as defined in Section 12(e) of this ARTICLE TWO) has been entered into by or on behalf of such stockholder or any Stockholder Associated Person,

(D) a description of all arrangements or understandings (including financial transactions and direct or indirect compensation) between or among such stockholder or any Stockholder Associated Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder, any Stockholder Associated Person or such other person or entity in such business,

(E) (i) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or any Stockholder Associated Person has or may acquire any right to vote any security of the Corporation and (ii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such stockholder or any Stockholder Associated Person (regardless of whether the requirement to file a Schedule 13D is applicable to such stockholder or any Stockholder Associated Person),

(F) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder or any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation,

(G) any proportionate interest in securities of the Corporation or Derivative Positions held, directly or indirectly, by a general or limited partnership or similar entity in which such stockholder or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or similar entity,

(H) with respect to any entity that develops or provides products or services that compete with or are alternatives to the principal products developed or produced by or services provided by the Corporation or its Affiliates (as defined in the Certificate of Corporation) (each a "Competitor"), any direct or indirect interest, including significant equity interests or any derivative positions including, without limitation, any short position, profits interest, option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of such Competitor or with a value derived in whole or in part from the value of any class or series of shares of such Competitor,

whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of such Competitor or otherwise and any performance-related fees to which such stockholder or any Stockholder Associated Person is entitled based, directly or indirectly, on any increase or decrease in the value of shares of capital stock of such Competitor (any "Competitor Interest") held by such stockholder or any Stockholder Associated Person,

(I) any direct or indirect interest of such stockholder or any Stockholder Associated Person, in any contract with, or any litigation involving, the Corporation, any Affiliate (as defined in the Certificate of Incorporation) of the Corporation or any Competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement),

(J) a representation that such stockholder is a stockholder of record of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such business before the meeting,

(K) any other information relating to such stockholder or any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies or consents (even if a solicitation is not involved) or otherwise required pursuant to Section 14 of the Exchange Act and the rules, regulations and schedules promulgated thereunder, and

(L) a representation as to whether such stockholder or any Stockholder Associated Person intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to the holders of at least the percentage of the Corporation's outstanding capital stock required to approve the proposal or otherwise to solicit proxies or votes from stockholders in support of the proposal (such representation, a "Solicitation Statement").

In addition, any stockholder who submits a notice pursuant to Section 12(a) of this ARTICLE TWO is required to update and supplement the information disclosed in such notice, if necessary, in accordance with Section 12(d) of this ARTICLE TWO.

(iv) Notwithstanding anything in these By-laws to the contrary, no business (other than nominations of persons for election to the Board of Directors, which must be made in compliance with and are governed exclusively by Section 12(b) of this ARTICLE TWO) shall be conducted at an annual meeting except in accordance with the procedures set forth in Section 12(a) of this ARTICLE TWO.

(b) Nominations at Annual Meetings of Stockholders.

(i) Only persons who are nominated in accordance and compliance with the procedures set forth in this Section 12(b) of ARTICLE TWO shall be eligible for election to the Board of Directors at an annual meeting of stockholders.

(ii) Nominations of persons for election to the Board of Directors may be made at an annual meeting of stockholders only (A) by or at the direction of the Board of Directors or any duly authorized committee thereof or (B) by any stockholder of the Corporation who (1) was a stockholder of record at the time of giving of notice provided for in this Section 12(b) of ARTICLE TWO and on the record date for determination of stockholders of the Corporation entitled to vote at the meeting, and at the time of the annual meeting, (2) is entitled to vote at the meeting and (3) complies with the notice procedures set forth in this Section 12(b) of ARTICLE TWO. For the avoidance of doubt, clause (B) of this Section 12(b)(ii) of ARTICLE TWO shall be the exclusive means for a stockholder to make nominations of persons for election to the Board of Directors at an annual meeting of stockholders. For nominations to be properly brought by a stockholder at an annual meeting of stockholders, the stockholder must have given timely notice thereof in proper written form as described in Section 12(b)(iii) of this ARTICLE TWO to the Secretary, and the stockholder and the Stockholder Associated Person must have acted in accordance with the representations set forth in the Nomination Solicitation Statement (as defined in Section 12(b)(iii) of this ARTICLE TWO) required by these By-laws. To be timely, a stockholder's notice for the nomination of persons for election to the Board of Directors must be delivered to the Secretary at the principal executive offices of the Corporation in proper written form not later than the Close of Business on the 90th day and not earlier than the 120th day prior to the first anniversary of the preceding year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded, be deemed to have occurred on March 5, 2025); provided, however, that if and only if the annual meeting is not scheduled to be held within a period that commences 30 days before such anniversary date and ends 30 days after such anniversary date, or if no annual meeting was held in the preceding year (other than for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded), such stockholder's notice must be delivered by the later of the 10th day following the day the Public Announcement of the date of the annual meeting is first made and the date which is 90 days prior to the date of the annual meeting. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notices delivered pursuant to this Section 12(b) of ARTICLE TWO will be deemed received on any given day if received prior to the Close of Business on such day (and otherwise on the next succeeding day). For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these By-laws. The number of persons a stockholder may nominate for election to the Board of Directors at any annual meeting of stockholders shall not exceed the number of directors to be elected by stockholders generally at such annual meeting.

(iii) To be in proper written form, a stockholder's notice to the Secretary shall set forth:

(A) as to each person that the stockholder proposes to nominate for election or re-election as a director of the Corporation, (1) the name, age, business address and residence address of the person, (2) the principal occupation or employment of the person, (3) the class or series and number of shares of capital stock of the Corporation that are directly or indirectly owned beneficially or of record by the person, (4) the date such shares were acquired and the investment intent of such acquisition, (5) the completed and signed questionnaire, representation or agreement required by Section 12(f) of this ARTICLE TWO, (6) any other information relating to the person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies or consents for a contested election of directors (even if an election contest or proxy solicitation is not involved) or is otherwise required pursuant to Section 14 of the Exchange Act and the rules, regulations and schedules promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee of the stockholder, if applicable, and to serving as a director if elected), and (7) a complete and accurate description of all direct and indirect compensation, payment, reimbursement, indemnification, financial and other material monetary agreements, arrangements and understandings during the past two (2) years, and any other material relationships, between or among such proposed nominee and his or her respective affiliates and associates, or others acting in concert therewith (on the one hand) and the stockholder giving the notice or any Stockholder Associated Person (on the other hand), including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K (or any successor item) if the stockholder giving the notice and any Stockholder Associated Person were the "registrant" for purposes of such item and the proposed nominee were a director or executive officer of such registrant,

(B) as to the stockholder giving the notice, the name and address of such stockholder, as they appear on the Corporation's books, the name and address (if different from the Corporation's books) of such proposing stockholder and the name and address of any Stockholder Associated Person,

(C) the class or series and number of shares of stock of the Corporation which are directly or indirectly held of record or beneficially owned by such stockholder or by any Stockholder Associated Person, a description of any Derivative Positions directly or indirectly held or beneficially held by the stockholder or any Stockholder Associated Person and whether and the extent to which a Hedging Transaction has been entered into by or on behalf of such stockholder or any Stockholder Associated Person,

(D) a description of all arrangements or understandings (including financial transactions and direct or indirect compensation) between or among such stockholder or any Stockholder Associated Person and each proposed nominee and any other person or entity (including their names) pursuant to which the nomination(s) are to be made by such stockholder,

(E) (i) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or any Stockholder Associated Person has or may acquire any right to vote any security of the Corporation and (ii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such stockholder or any Stockholder Associated Person (regardless of whether the requirement to file a Schedule 13D is applicable to such stockholder or any Stockholder Associated Person),

(F) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder or any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation,

(G) any proportionate interest in securities of the Corporation or Derivative Positions held, directly or indirectly, by a general or limited partnership or similar entity in which such stockholder or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or similar entity,

(H) any Competitor Interest held by such stockholder or any Stockholder Associated Person,

(I) any direct or indirect interest of such stockholder or any Stockholder Associated Person, in any contract with, or any litigation involving, the Corporation, any Affiliate (as defined in the Certificate of Incorporation) of the Corporation or any Competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement),

(J) a representation that such stockholder is a stockholder of record of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the persons named in its notice,

(K) any other information relating to such stockholder or any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies or consents for a contested election of directors (even if an election contest or proxy solicitation is not involved) or otherwise required pursuant to Section 14 of the Exchange Act and the rules, regulations and schedules promulgated thereunder, and

(L) a representation as to whether such stockholder or any Stockholder Associated Person intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to the holders of at least 67% of the voting power of the Corporation's outstanding shares entitled to vote on the election of directors, to elect each proposed nominee or otherwise to solicit proxies or votes from stockholders in support of the nomination (such representation, a "Nomination Solicitation Statement").

In addition, any stockholder who submits a notice pursuant to this Section 12(b) of ARTICLE TWO is required to update and supplement the information disclosed in such notice, if necessary, in accordance with Section 12(d) of this ARTICLE TWO and shall comply with Section 12(f) of this ARTICLE TWO.

(iv) Notwithstanding anything in Section 12(b)(ii) of this ARTICLE TWO to the contrary, if the number of directors to be elected to the Board of Directors is increased effective after the time period for which nominations would otherwise be due under Section 12(b)(ii) of this ARTICLE TWO and there is no Public Announcement naming the nominees for additional directorships at least 10 days prior to the last day a stockholder may deliver a notice of nomination in accordance with Section 12(b)(ii), a stockholder's notice required by Section 12(b)(ii) of this ARTICLE TWO shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the Close of Business on the 10th day following the day on which such Public Announcement is first made by the Corporation.

(c) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting. Only persons who are nominated in accordance and compliance with the procedures set forth in this Section 12(c) of ARTICLE TWO shall be eligible for election to the Board of Directors at a special meeting of stockholders at which directors are to be elected. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of meeting only (i) by or at the direction of the Board of Directors or any duly authorized committee thereof or (ii) provided that the Board of Directors or stockholders (if stockholders are permitted to call a special meeting of stockholders pursuant to Section 2 of ARTICLE SEVEN of the Certificate of Incorporation) has determined that directors are to be elected at such special meeting, by any stockholder of the Corporation who (A) was a stockholder of record at the time of giving of notice provided for in this Section 12(c) of ARTICLE TWO and at the time of the special meeting, (B) is entitled to vote at the meeting and (C) complies with the notice procedures provided for in this Section 12(c) of

ARTICLE TWO. For the avoidance of doubt, the foregoing clause (ii) of this Section 12(c) of ARTICLE TWO shall be the exclusive means for a stockholder to propose nominations of persons for election to the Board of Directors at a special meeting of stockholders at which directors are to be elected. For nominations to be properly brought by a stockholder at a special meeting of stockholders, the stockholder must have given timely notice thereof in proper written form as described in this Section 12(c) of ARTICLE TWO to the Secretary. To be timely, a stockholder's notice for the nomination of persons for election to the Board of Directors must be received by the Secretary at the principal executive offices of the Corporation not earlier than the 120th day prior to such special meeting and not later than the Close of Business on the later of the 90th day prior to such special meeting or the 10th day following the day on which a Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Notices delivered pursuant to this Section 12(c) of ARTICLE TWO will be deemed received on any given day if received prior to the Close of Business on such day (and otherwise on the next succeeding day). To be in proper written form, such stockholder's notice shall set forth all of the information required by, and otherwise be in compliance with, Section 12(b)(iii) of this ARTICLE TWO. In addition, any stockholder who submits a notice pursuant to this Section 12(c) of ARTICLE TWO is required to update and supplement the information disclosed in such notice, if necessary, in accordance with Section 12(d) of this ARTICLE TWO and shall comply with Section 12(f) of this ARTICLE TWO. The number of persons a stockholder may nominate for election to the Board of Directors at any special meeting of stockholders shall not exceed the number of directors to be elected by stockholders generally at such special meeting.

(d) Update and Supplement of Stockholder's Notice. Any stockholder who submits a notice of proposal for business or nomination for election pursuant to this Section 12 of ARTICLE TWO is required to update and supplement the information disclosed in such notice, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting of stockholders and as of the date that is 10 Business Days prior to such meeting of the stockholders or any adjournment or postponement thereof, and such update and supplement shall be received by the Secretary at the principal executive offices of the Corporation not later than the Close of Business on the fifth Business Day after the record date for the meeting of stockholders (in the case of the update and supplement required to be made as of the record date), and not later than the Close of Business on the eighth business day prior to the date for the meeting of stockholders or any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 Business Days prior to the meeting of stockholders or any adjournment or postponement thereof).

(e) Definitions. For purposes of this Section 12 of ARTICLE TWO, the term:

(i) "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close;

(ii) “Close of Business” means 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the Close of Business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the Close of Business on the immediately preceding Business Day;

(iii) “Derivative Positions” means, with respect to a stockholder or any Stockholder Associated Person, any derivative positions including, without limitation, any short position, profits interest, option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise and any performance-related fees to which such stockholder or any Stockholder Associated Person is entitled based, directly or indirectly, on any increase or decrease in the value of shares of capital stock of the Corporation;

(iv) “Hedging Transaction” means, with respect to a stockholder or any Stockholder Associated Person, any hedging or other transaction (such as borrowed or loaned shares) or series of transactions, or any other agreement, arrangement or understanding, the effect or intent of which is to increase or decrease the voting power or economic or pecuniary interest of such stockholder or any Stockholder Associated Person with respect to the Corporation’s securities;

(v) “Public Announcement” means disclosure in a press release reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or comparable news service or in a document publicly filed by the Corporation with the U.S. Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act; and

(vi) “Stockholder Associated Person” of any stockholder means (A) any person directly or indirectly controlling, controlled by or under common control with, or person acting in concert (in respect of any matter involving the Corporation or its securities) with, such stockholder, (B) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (each a “Beneficial Owner”) or (C) any person directly or indirectly controlling, controlled by or under common control with, or person acting in concert (in respect of any matter involving the Corporation or its securities) with, any Beneficial Owner.

(f) Submission of Questionnaire, Representation and Agreement. To be qualified to be a nominee for election or re-election as a director of the Corporation, a person must deliver (in the case of a person nominated by a stockholder in accordance with Sections 12(b) or 12(c) of this ARTICLE TWO, in accordance with the time periods prescribed for delivery of notice under such sections) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire

shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) and a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) that such person (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, (iii) would be in compliance, and if elected as a director of the Corporation will comply, with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation and (iv) agrees to promptly provide to the Corporation such other information as the Corporation may reasonably request.

(g) Update and Supplement of Nominee Information. The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting, require any Stockholder Associated Person or proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Corporation, including such other information as may be reasonably required by the Board of Directors, in its sole discretion, to determine (A) the eligibility of such proposed nominee to serve as a director of the Corporation, (B) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, U.S. Securities and Exchange Commission and stock exchange rules or regulations or any publicly disclosed corporate governance guideline or committee charter of the Corporation and (C) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(h) Authority of Chairperson; General Provisions. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By-laws, the chairperson of the meeting shall have the power and duty to determine whether any nomination or other business proposed to be brought before the meeting was made or brought in accordance with the procedures set forth in these By-laws (including whether the stockholder or Stockholder Associated Person, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 12(a)(iii)(G) or Section 12(b)(iii)(G), as applicable, of this ARTICLE TWO) and, if any nomination or other business is not made or brought in compliance with these By-laws, to declare that such nomination or proposal of other business be disregarded and not acted upon. Notwithstanding the foregoing provisions of this Section 12 of ARTICLE TWO, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the

Corporation. For purposes of this Section 12 of ARTICLE TWO, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(i) Compliance with Exchange Act. Notwithstanding the foregoing provisions of these By-laws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules, regulations and schedules promulgated thereunder with respect to the matters set forth in these By-laws; provided, however, that any references in these By-laws to the Exchange Act or the rules, regulations and schedules promulgated thereunder are not intended to and shall not limit the requirements applicable to any nomination or other business to be considered pursuant to this Section 12 of ARTICLE TWO.

(j) Effect on Other Rights. Nothing in these By-laws shall be deemed to (A) affect any rights of the stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, (B) confer upon any stockholder a right to have a nominee or any proposed business included in the Corporation's proxy statement, except as set forth in the Certificate of Incorporation or these By-laws, (C) affect any rights of the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation or (D) limit the exercise, or the method or timing of the exercise, of the rights of any person granted by the Corporation to nominate directors (including pursuant to the Stockholders Agreement (as defined in the Certificate of Incorporation)).

SECTION 13. Fixing a Record Date for Stockholder Meetings. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 days nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the Close of Business on the day preceding the day on which notice is first given or, if notice is waived, at the Close of Business on the day preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting in conformity herewith; and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 13 of ARTICLE TWO at the adjourned meeting.

SECTION 14. Conduct of Meetings.

(a) Generally. Meetings of stockholders shall be presided over by the Chair of the Board of Directors, if any, or in the Chair of the Board of Directors' absence or disability, by the Chief Executive Officer, or in the Chief Executive Officer's absence or disability, by the Lead Independent Director, or in the absence or disability of the Lead Independent Director, by a chairperson designated by the Board of Directors, or in the absence or disability of such person, by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence or disability the chairperson of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations and Procedures. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairperson of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted to questions or comments by participants; and (vi) restrictions on the use of mobile phones, audio or video recording devices and similar devices at the meeting. The chairperson of the meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a nomination or matter or business was not properly brought before the meeting and if such chairperson should so determine, such chairperson shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The chairperson of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted. The chairperson of the meeting shall have the power, right and authority, for any or no reason, to convene, recess and/or adjourn any meeting of stockholders.

(c) Inspectors of Elections. The Corporation may, and to the extent required by law shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. No person who is a candidate for an office at an

election may serve as an inspector at such election. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

ARTICLE THREE **DIRECTORS**

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

SECTION 2. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than this By-law after the annual meeting of stockholders.

SECTION 3. Regular Meetings and Special Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by resolution of the Board of Directors. Special meetings of the Board of Directors may be called by (i) the Chair of the Board of Directors, if any, (ii) by the Secretary upon the written request of at least two of the directors then in office or (iii) the Chief Executive Officer, and in each case shall be held at the place, if any, on the date and at the time as he, she or they shall fix. Any and all business may be transacted at a special meeting of the Board of Directors.

SECTION 4. Notice of Meetings. Notice of each meeting of the Board of Directors shall be given by the Secretary as hereinafter provided in this Section 4 of ARTICLE THREE. Such notice shall state the date, time and place, if any, of the meeting. Notice of any meeting shall be given to each director at least (a) 24 hours before the meeting if by telephone or by being personally delivered or sent by overnight courier, telecopy, electronic transmission, email or similar means or (b) five days before the meeting if delivered by mail to the director's residence or usual place of business. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid, or when transmitted if sent by telex, telecopy, electronic transmission, email or similar means. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 5. Waiver of Notice. Any director may waive notice of any meeting of directors by a writing signed by the director or by electronic transmission. Any member of the Board of Directors or any committee thereof who is present at a meeting shall have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

SECTION 6. Chair of the Board of Directors, Lead Independent Director, Quorum, Required Vote and Adjournment. The Board of Directors may elect, by the affirmative vote of a majority of the directors then in office, a Chair of the Board of Directors. The Chair of the Board of Directors must be a director and may be an officer of the Corporation. Subject to the provisions of these By-laws and the direction of the Board of Directors, he or she shall perform all duties and

have all powers that are commonly incident to the position of Chairperson of the Board of Directors or that are delegated to him or her by the Board of Directors, preside at all meetings of the stockholders and Board of Directors at which he or she is present and have such powers and perform such duties as the Board of Directors may from time to time prescribe. If the Chair of the Board of Directors is not an independent director, a majority of the independent directors on the Board of Directors, by affirmative vote, may elect a Lead Independent Director of the Corporation. If the Chair of the Board of Directors is not present at a meeting of the Board of Directors, the Lead Independent Director shall preside at such meeting, and, if the Lead Independent Director is not present at such meeting, the Chief Executive Officer (if the Chief Executive Officer is a director) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of the directors present at the meeting to so preside. At all meetings of the Board of Directors, a majority of the directors then in office shall constitute a quorum for the transaction of business; provided, however, that a quorum shall never be less than one-third the total number of directors. Unless by express provision of an applicable law, the Certificate of Incorporation or these By-laws a different vote is required, the vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may, to the fullest extent permitted by law, adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 7. Committees.

(a) The Board of Directors may designate one or more committees, including an executive committee, consisting of one or more of the directors of the Corporation, and any committees required by the rules and regulations of such exchange as any securities of the Corporation are listed. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except to the extent restricted by applicable law or the Certificate of Incorporation, each such committee, to the extent provided by the DGCL and in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors delegated to such committee. Each such committee shall serve at the pleasure of the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors upon request.

(b) Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Each committee of the Board of Directors may elect, by the affirmative vote of a majority of the members of the committee, a Chair of the committee. Unless otherwise provided in these By-laws, (i) the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum, and (ii) all matters shall be determined by a majority vote of the members present at a meeting at which a quorum is present.

(c) Notwithstanding anything to the contrary herein, the provisions of Sections 6 and 7 of this ARTICLE THREE are subject in their entirety to the provisions of the Certificate of Incorporation.

SECTION 8. Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 9. Compensation. The Board of Directors shall have the authority to fix the compensation, including fees, reimbursement of expenses and equity compensation, of directors for services to the Corporation in any capacity, including for attendance of meetings of the Board of Directors or participation on any committees. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 10. Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors, shall in the performance of such member's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

SECTION 11. Telephonic and Other Meetings. Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE FOUR **OFFICERS**

SECTION 1. Election; Term of Office; Appointments. The elected officers of the Corporation shall be elected by the Board of Directors, and may include a Chief Executive Officer and/or a President, a Chief Operating Officer, a Chief Financial Officer, one or more Vice Presidents, a Treasurer, a Secretary, one or more Assistant Secretaries and such other officers as the Board of Directors from time to time may deem proper. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of these By-laws. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. In its discretion, the Board of Directors may choose not to fill any office for any period as

it may deem advisable. The Board of Directors (or any committee thereof) may from time to time elect, or the Chief Executive Officer or the President may appoint, such other officers (including, without limitation, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, Controllers and Assistant Controllers) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these By-laws or as may be prescribed by the Board or such committee or by the Chief Executive Officer or the President, as the case may be. Except as otherwise provided in the Certificate of Incorporation, officers of the Corporation shall hold office until their successors are chosen and qualify in their stead or until their earlier death, resignation or removal, and shall perform such duties as from time to time shall be prescribed by these By-laws and by the Board and, to the extent not so provided, as generally pertain to their respective offices. Two or more offices may be held by the same person.

SECTION 2. Removal and Resignation. Except as otherwise provided in the Certificate of Incorporation or a resolution of the Board of Directors, officers elected or appointed by the Board of Directors may be removed from office with or without cause at any time by the affirmative vote of a majority of the total number of directors that the Corporation would have if all vacancies or unfilled directorships were filled (the “Whole Board”). Any officer or agent appointed by the Chief Executive Officer or the President may be removed from office with or without cause at any time by such person, unless otherwise provided in the Certificate of Incorporation or by resolution of the Board of Directors, or by the affirmative vote of a majority of the Whole Board. Any officer may resign at any time upon written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective.

SECTION 3. Vacancies. Except as otherwise provided in the Certificate of Incorporation, a newly created elected office and a vacancy in any elected office because of death, resignation, or removal may be filled by the Board of Directors. Any vacancy in an office appointed by the Chief Executive Officer or the President because of death, resignation, or removal may be filled by the Chief Executive Officer or the President, as applicable, or by the Board of Directors.

SECTION 4. Chair of the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, the Chair of the Board of Directors shall be elected by the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, the Board of Directors may determine whether the Chair of the Board of Directors is an executive Chair or non-executive Chair. Unless otherwise determined by the Board of Directors, an executive Chair shall be deemed to be an officer of the Corporation. Except as otherwise provided in the Certificate of Incorporation, the Board of Directors may at any time and for any reason designate another director to serve as Chair of the Board of Directors and may determine whether any Chair of the Board of Directors shall be or cease to be an executive Chair. The Chair of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors and shall perform such duties and exercise such powers as from time to time shall be prescribed by these By-laws or by the Board of Directors.

SECTION 5. Lead Independent Director. Except as otherwise provided in the Certificate of Incorporation, the Lead Independent Director of the Corporation shall be elected by the Board of Directors pursuant to Section 6 of ARTICLE THREE of these By-laws and shall not be an employee of the Corporation. The Lead Independent Director shall perform such duties and exercise such powers as from time to time shall be prescribed by these By-laws or by the Board of Directors and, to the extent not so prescribed, shall perform such duties and have such powers as generally pertain to the office of Lead Independent Director, including serving as an alternate to the Chair of the Board of Directors if the Chair of the Board of Directors cannot perform his or her role as a result of a conflict or other reasons, except as otherwise provided by these By-laws.

SECTION 6. President and/or Chief Executive Officer. The President or Chief Executive Officer, in the absence of the Chair of the Board of Directors and the Lead Independent Director, if any, shall preside at meetings of the stockholders and of the Board of Directors. The President and Chief Executive Officer shall have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President and Chief Executive Officer shall have the power to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by applicable law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-laws, the Board of Directors or the President or Chief Executive Officer. The President and Chief Executive Officer shall have such authority and perform such duties in the management of the Corporation as from time to time shall be prescribed by these By-laws or by the Board of Directors and, to the extent not so prescribed, the President and Chief Executive Officer shall have such authority and perform such duties in the management of the Corporation, subject to the control of the Board, as generally pertain to the office of President or Chief Executive Officer, respectively.

SECTION 7. Chief Financial Officer. The Chief Financial Officer shall be responsible for the overall management of the financial affairs of the Corporation. The Chief Financial Officer shall render a statement of the Corporation's financial condition and an account of all transactions whenever requested by the Board of Directors or by the Chief Executive Officer or the President. The Chief Financial Officer shall perform such other duties as may be prescribed by these By-laws or as may be assigned to him or her by the Board of Directors or by the Chief Executive Officer or the President, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Chief Financial Officer.

SECTION 8. Chief Operating Officer. The Chief Operating Officer shall perform such duties as may be prescribed by these By-laws or as may be assigned to him or her by the Board of Directors or by the Chief Executive Officer or the President, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Chief Operating Officer.

SECTION 9. Vice Presidents. Vice Presidents and such other officers/titles as established from time to time shall perform such duties as from time to time shall be prescribed by these By-laws, by the Board of Directors or by the Chief Executive Officer or the President, and, except as otherwise prescribed by the Board of Directors, they shall have such powers and duties as generally pertain to such office.

SECTION 10. Secretary and Assistant Secretaries. The Secretary or person appointed as secretary at all meetings of the Board of Directors and of the stockholders shall record all votes and the minutes of all proceedings, and he or she shall perform like duties for the committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, if required. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books and records pertaining to meetings and proceedings of the Board of Directors (and any committee thereof) and of the stockholders required by applicable law to be kept or filed are properly kept or filed, as the case may be. The Secretary shall perform such other duties as may be prescribed by these By-laws or as may be assigned to him or her by the Board of Directors, the Chief Executive Officer, the President or the Chief Operating Officer, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Secretary. The Assistant Secretary, or if there be more than one, any of the Assistant Secretaries, shall in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer or Secretary may, from time to time, prescribe.

SECTION 11. Treasurer. The Treasurer shall have responsibility for the Corporation's funds and securities. He or she shall perform such other duties as may be prescribed by these By-laws or as may be assigned to him or her by the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer or the Chief Financial Officer, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Treasurer.

ARTICLE FIVE **CERTIFICATES OF STOCK**

SECTION 1. Form. The shares of stock of the Corporation may be certificated or uncertificated; provided, however, that if requested by any owner of stock of the Corporation, the Corporation shall provide such owner with a certificate or certificates, to be in such form as the Board of Directors shall prescribe, certifying the number and class of shares of the stock of the Corporation owned by them. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. If shares are represented by certificates, the certificates shall be in such form as required by applicable law and as determined by the Board of Directors. Each certificate shall certify the number of shares owned by such holder in the Corporation and shall be signed by, or in the name of the Corporation by two authorized officers of the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer, transfer agent or registrar of the Corporation whether because of death, resignation or otherwise before such certificate or certificates have been issued by the Corporation, such certificate or certificates may nevertheless be issued as though the person or persons who signed such certificate or certificates

or whose facsimile signature or signatures have been used thereon had not ceased to be such officer, transfer agent or registrar of the Corporation at the date of issue. All certificates for shares shall be consecutively numbered or otherwise identified. The Board of Directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both, in connection with the transfer of any class or series of securities of the Corporation. The Corporation, or its designated transfer agent or other agent, shall keep records to be known as the stock transfer books of the Corporation, containing the name of each holder of record, together with such holder's address and the number and class or series of shares held by such holder and the date of issue. When shares are represented by certificates, the Corporation shall issue and deliver to each holder to whom such shares have been issued or transferred, certificates representing the shares owned by such holder, and shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation or its designated transfer agent or other agent of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation or its agents may reasonably require and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates and record the transaction on its books. When shares are not represented by certificates, shares of stock of the Corporation shall only be transferred on the books of the Corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, with such evidence of the authenticity of such transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps, and within a reasonable time after the issuance or transfer of such shares, the Corporation shall, if required by applicable law, send the holder to whom such shares have been issued or transferred a written statement of the information required by applicable law. Unless otherwise provided by applicable law, the Certificate of Incorporation, the By-laws or any other instrument, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical. Notwithstanding anything to the contrary in these By-laws, at all times that the Corporation's stock is listed on a stock exchange, the shares of the stock of the Corporation shall comply with all direct registration system eligibility requirements established by such exchange, including any requirement that shares of the Corporation's stock be eligible for issue in book-entry form. The Board of Directors shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of shares of stock of the Corporation in both the certificated and uncertificated form.

SECTION 2. Lost Certificates. The Corporation may issue or direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates previously issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the owner of the lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or certificates or uncertificated shares, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to give the Corporation a bond in such sum as it may direct, sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

SECTION 3. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner, except as otherwise required by applicable law. The Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by applicable law.

SECTION 4. Fixing a Record Date for Purposes Other than Stockholder Meetings or Actions by Written Consent. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action (other than stockholder meetings and stockholder written consents which are expressly governed by Sections 12 and 13 of ARTICLE TWO of these By-laws), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the Close of Business (as defined in Section 12 of ARTICLE TWO of these By-laws) on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE SIX

GENERAL PROVISIONS

SECTION 1. Dividends. Subject to and in accordance with applicable law, the Certificate of Incorporation and any certificate of designation relating to any series of preferred stock, dividends upon the shares of capital stock of the Corporation may be declared and paid by the Board of Directors, in accordance with applicable law. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, subject to the provisions of applicable law and the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends a reserve or reserves for any proper purpose. The Board of Directors may modify or abolish any such reserves in the manner in which they were created.

SECTION 2. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

SECTION 3. Contracts. In addition to the powers otherwise granted to officers pursuant to ARTICLE FOUR of these By-laws, the Board of Directors may authorize any officer or officers, or any agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SECTION 5. Corporate Seal. The Board of Directors may provide a corporate seal that shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Notwithstanding the foregoing, no seal shall be required by virtue of this Section 5 of ARTICLE SIX.

SECTION 6. Voting Securities Owned By Corporation. Voting securities in any other corporation or entity held by the Corporation shall be voted by the Chief Executive Officer, the President or the Chief Financial Officer, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

SECTION 7. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these By-laws and subject to applicable law, facsimile and any other forms of electronic signatures of any officer or officers of the Corporation may be used.

SECTION 8. Section Headings. Section headings in these By-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 9. Inconsistent Provisions. If any provision (or part thereof) of these By-laws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, the provision (or part thereof) of these By-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE SEVEN

INDEMNIFICATION

SECTION 1. Right to Indemnification and Advancement. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties

under the Employee Retirement Income Security Act of 1974, as amended from time to time (“ERISA”) and any other penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this ARTICLE SEVEN with respect to proceedings to enforce rights to indemnification and advance of expenses (as defined below), the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized in the specific case by the Board of Directors. The rights to indemnification and advance of expenses conferred in this Section 1 of ARTICLE SEVEN shall be contract rights. In addition to the right to indemnification conferred herein, an indemnitee shall also have the right, to the fullest extent not prohibited by law, to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (an “advance of expenses”); provided, however, that if and to the extent that the DGCL requires, an advance of expenses shall be made only upon delivery to the Corporation of an undertaking (an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 1 of ARTICLE SEVEN or otherwise. The Corporation may also, by action of its Board of Directors, provide indemnification and advancement to employees and agents of the Corporation. Any reference to an officer of the Corporation in this ARTICLE SEVEN shall be deemed to refer exclusively to the Chief Executive Officer, the President, the Chief Financial Officer, the Chief Operating Officer, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of the Corporation or other officer of the Corporation appointed pursuant to ARTICLE FOUR of these By-laws, and any reference to an officer of any other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other enterprise.

SECTION 2. Procedure for Indemnification. Any claim for indemnification or advance of expenses by an indemnitee under this Section 2 of ARTICLE SEVEN shall be made promptly, and in any event within 60 days (or, in the case of an advance of expenses, 30 days; provided that the director or officer has delivered the undertaking contemplated by Section 1 of this ARTICLE SEVEN if required), upon the written request of the indemnitee. If the Corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 60 days (or, in the case of an advance of expenses, 30 days; provided that the indemnitee has delivered the undertaking contemplated by Section 1 of this ARTICLE SEVEN if required), the right to indemnification or advances as granted by this ARTICLE SEVEN shall be enforceable by the indemnitee in any court of competent jurisdiction. Such person’s costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation to the fullest extent permitted by applicable law. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 1 of this ARTICLE SEVEN, if any, has been tendered to the Corporation) that the claimant has not met the applicable standard of conduct that makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proof shall be on the Corporation to the fullest extent permitted by law.

Neither the failure of the Corporation (including its Board of Directors, a committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 3. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, administrator, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

SECTION 4. Service for Subsidiaries. Any person serving as a director, officer, partner, member, trustee, administrator, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, at least 50% of whose equity interests are owned by the Corporation (a “subsidiary” for purposes of this ARTICLE SEVEN) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

SECTION 5. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this ARTICLE SEVEN in entering into or continuing such service. To the fullest extent permitted by law, the rights to indemnification and to the advance of expenses conferred in this ARTICLE SEVEN shall apply to claims made against an indemnitee arising out of acts or omissions that occurred or occur both prior and subsequent to the adoption hereof. Any amendment, alteration or repeal of this ARTICLE SEVEN that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

SECTION 6. Non-Exclusivity of Rights; Continuation of Rights of Indemnification. The rights to indemnification and to the advance of expenses conferred in this ARTICLE SEVEN shall not be exclusive of any other right that any person may have or hereafter acquire under the Certificate of Incorporation or under any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise. All rights to indemnification under this ARTICLE SEVEN shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves or served in such capacity at any time while this ARTICLE SEVEN is in effect. Any repeal or modification of this ARTICLE SEVEN or repeal or modification of relevant provisions of the DGCL or any other applicable laws shall not in any way diminish any rights to indemnification and advancement of expenses of such director or officer or the obligations of the Corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such repeal or modification.

SECTION 7. Merger or Consolidation. For purposes of this ARTICLE SEVEN, references to the “Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this ARTICLE SEVEN with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

SECTION 8. Savings Clause. To the fullest extent permitted by law, if this ARTICLE SEVEN or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and advance expenses to each person entitled to indemnification under Section 1 of this ARTICLE SEVEN as to all expense, liability and loss (including attorneys’ fees and related disbursements, judgments, fines, ERISA excise taxes and penalties and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification and advancement of expenses is available to such person pursuant to this ARTICLE SEVEN to the fullest extent permitted by any applicable portion of this ARTICLE SEVEN that shall not have been invalidated.

ARTICLE EIGHT

AMENDMENTS

These By-laws may be amended, altered, changed or repealed or new By-laws adopted only in accordance with Section 1 of ARTICLE EIGHT of the Certificate of Incorporation.

* * * * *

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

JACOBS SOLUTIONS INC.

AND

AMENTUM HOLDINGS, INC.

DATED AS OF SEPTEMBER 27, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
Section 1.1 Definitions	2
ARTICLE II SERVICES	6
Section 2.1 Services	6
Section 2.2 Additional Services	7
Section 2.3 Performance of Services	8
Section 2.4 Fees for Services	10
Section 2.5 Reimbursement for Out-of-Pocket Costs and Expenses	10
Section 2.6 Changes in the Performance of Services	11
Section 2.7 Transitional Nature of Services and Migration	11
ARTICLE III SUBCONTRACTING; TSA MANAGERS	11
Section 3.1 Affiliates; Subcontracting	11
Section 3.2 TSA Managers and Service Managers	12
Section 3.3 Services Not Included	12
ARTICLE IV OTHER ARRANGEMENTS	13
Section 4.1 Access	13
Section 4.2 Reliance	13
ARTICLE V PAYMENTS; BILLING; TAXES	14
Section 5.1 Procedure	14
Section 5.2 Payment Information	14
Section 5.3 Late Payments	14
Section 5.4 Taxes	14
ARTICLE VI TERM AND TERMINATION	15
Section 6.1 Term	15
Section 6.2 Early Termination	15
Section 6.3 Interdependencies	17
Section 6.4 Effect of Termination	17
Section 6.5 Return of Provider Property	18
ARTICLE VII CONFIDENTIALITY; PROTECTIVE ARRANGEMENTS	18
Section 7.1 Company and SpinCo Obligations	18
Section 7.2 Privacy and Data Protection Laws	18

Section 7.3	Data Processing Agreement	18
Section 7.4	Protective Arrangements	18
ARTICLE VIII LIMITED LIABILITY AND INDEMNIFICATION		19
Section 8.1	Limitations on Liability	19
Section 8.2	Recipient Indemnity	19
Section 8.3	Provider Indemnity	20
Section 8.4	Indemnification Procedures	20
Section 8.5	Liability for Payment Obligations	20
Section 8.6	Exclusive Remedy	20
ARTICLE IX DISPUTES		21
Section 9.1	Disputes	21
Section 9.2	Escalation; Mediation	21
Section 9.3	Court Actions	22
Section 9.4	Conduct during Dispute Resolution Process	22
Section 9.5	Disputes Over Fees and Early Termination Costs	22
ARTICLE X MISCELLANEOUS		22
Section 10.1	Further Assurances	22
Section 10.2	Title to Intellectual Property	23
Section 10.3	License	23
Section 10.4	Independent Contractors	23
Section 10.5	Assignability	24
Section 10.6	No Third Party Beneficiaries	24
Section 10.7	Force Majeure	24
Section 10.8	[RESERVED]	24
Section 10.9	Notices	24
Section 10.10	Governing Law; Submission; Jurisdiction	24
Section 10.11	Incorporation by Reference	25
Exhibit A-1	Company Services	
Exhibit A-2	SpinCo Services	
Exhibit B	Data Processing Agreement	

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of September 27, 2024 (the “Effective Date”), is by and between Jacobs Solutions Inc., a Delaware corporation (the “Company”), and Amentum Holdings, Inc., a Delaware corporation (“SpinCo”). The Company and SpinCo are sometimes each referred to as a “Party” and collectively as the “Parties.” Capitalized terms that are used but not otherwise defined in the Recitals shall have the respective meanings ascribed to such terms in Section 1.1.

R E C I T A L S:

WHEREAS, pursuant to the Separation and Distribution Agreement (the “Separation Agreement”), dated as of November 20, 2023 (the “Signing Date”), by and among the Company, SpinCo, Amentum Parent Holdings LLC, a Delaware limited liability company (“Merger Partner”), and Amentum Joint Venture LP, a Delaware limited partnership (“Merger Partner Equityholder”), the Company intends to separate the SpinCo Business from the Company Business and to cause the SpinCo Assets, including the equity interests of each Directly Transferred Entity and excluding any Excluded Assets, to be transferred to SpinCo and other members of the SpinCo Group and to cause the SpinCo Liabilities to be assumed by SpinCo and other members of the SpinCo Group, upon the terms and subject to the conditions set forth in the Separation Agreement (the “Separation”);

WHEREAS, pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of the Signing Date, by and among the Company, SpinCo, Merger Partner and Merger Partner Equityholder, the parties thereto intend to effect the Separation, the Distribution and the other Transactions, including the Merger;

WHEREAS, the Company desires to provide, or cause to be provided, to SpinCo, and SpinCo desires to receive from the Company certain Company Services, and SpinCo desires to provide, or cause to be provided, to the Company, and the Company desires to receive from SpinCo, certain SpinCo Services following the Closing Date;

WHEREAS, the Merger Agreement provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Agreement; and

WHEREAS, this Agreement constitutes the Transition Services Agreement referred to in Section 1.1 of the Merger Agreement.

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

AGREEMENT:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“Action” has the meaning set forth in the Separation Agreement.

“Additional Service” has the meaning set forth in Section 2.2.

“Administrative Fee” means a fee equal to three percent (3%) of the fees for each Service as set forth on Exhibit A-1 or Exhibit A-2.

“Affiliate” has the meaning set forth in the Merger Agreement.

“Agreement” has the meaning set forth in the Preamble.

“Baseline Period” has the meaning set forth in Section 2.1(a).

“Business Day” has the meaning set forth in the Merger Agreement.

“Change of Control” means, with respect to a Party, the occurrence after the Effective Date of any of the following: (a) the sale, conveyance or disposition, in one or a series of related transactions, of all or substantially all of the assets of such Party to a Third Party that is not an Affiliate of such Party prior to such transaction or the first of such related transactions, (b) the consolidation, merger or other business combination of a Party with or into any other Person, immediately following which the equityholders of the Party prior to such transaction fail to own in the aggregate the Majority Voting Power of the surviving Party in such consolidation, merger or business combination or of its ultimate publicly traded parent Person or (c) a transaction or series of transactions in which any Person or “group” (as such term is used in Section 13(d) of the United States Securities Exchange Act of 1934, as amended) acquires the Majority Voting Power of such Party (other than a reincorporation or similar corporate transaction in which each of such Party’s equityholders own, immediately thereafter, interests in the new parent company in substantially the same percentage as such equityholder owned in such Party immediately prior to such transaction).

“Chosen Courts” has the meaning set forth in Section 10.10.

“Closing Date” has the meaning set forth in the Merger Agreement.

“Company” has the meaning set forth in the Preamble.

“Company Business” has the meaning set forth in the Separation Agreement.

“Company Group” has the meaning set forth in the Separation Agreement.

“Company Services” has the meaning set forth in Section 2.1(a).

“Confidential Information” means all information of any kind that is either confidential or proprietary, whether or not marked or designated as such.

“Consent” has the meaning set forth in the Merger Agreement.

“Contract” has the meaning set forth in the Merger Agreement.

“COVID-19” has the meaning set forth in the Merger Agreement.

“COVID-19 Measures” has the meaning set forth in the Merger Agreement.

“Directly Transferred Entity” has the meaning set forth in the Separation Agreement.

“Dispute” has the meaning set forth in Section 9.1.

“Distribution” has the meaning set forth in the Merger Agreement.

“Early Termination Costs” means, with respect to the termination of any Service pursuant to Section 6.2(a)(i) or Section 6.2(b), the Partial Termination of any Service pursuant to Section 6.2(c) or the termination of this Agreement by Provider pursuant to Section 6.2(d), out-of-pocket costs or expenses already incurred or that will become due for payment by Provider or its Affiliates at or following the date of termination or Partial Termination of any Service in anticipation of providing the terminated or partially terminated Services for the full Service Period, where such out-of-pocket costs or expenses would not have been incurred, or be due for payment, by Provider or its Affiliates but for the intended provision of the Service for the full Service Period; provided that Provider agrees to use, and to cause its Affiliates to use, its commercially reasonable efforts to mitigate such out-of-pocket costs or expenses upon and after becoming aware of any such early termination or Partial Termination.

“Effective Date” has the meaning set forth in the Preamble.

“Escalation Notice” has the meaning set forth in Section 9.2(a).

“ESG Reporting” means environmental, social and governance reporting and disclosures.

“Excluded Assets” has the meaning set forth in the Separation Agreement.

“Fee” and “Fees” have the meaning set forth in Section 2.4.

“Fee Dispute” has the meaning set forth in Section 9.5.

“Force Majeure” means, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault, negligence or breach of this Agreement by such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence such Party is unable to prevent and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military

authority, governmental action or inaction, compliance with applicable Law or regulation, embargoes, epidemics, pandemics (including any COVID-19 pandemic and any events arising from COVID-19 Measures adopted or enforced after the date of this Agreement), acts of war (declared or undeclared), riots, nuclear incidents, civil commotion, insurrections, fires, explosions, earthquakes, disaster, hurricane, floods, unusually severe weather conditions, labor shortages or unavailability of necessary equipment, slowdown, strike, cyberattack, energy shortage, embargo, systems failure, malfunction or disruption, Internet, electrical, power or other utilities failure, malfunction or disruption, or unavailability of parts or equipment.

“Governmental Authority” has the meaning set forth in the Merger Agreement.

“Initial Term” has the meaning set forth in Section 2.1(a).

“Intellectual Property” has the meaning set forth in the Separation Agreement.

“IT Assets” has the meaning set forth in the Separation Agreement.

“Law” has the meaning set forth in the Separation Agreement.

“Liability” has the meaning set forth in the Merger Agreement.

“Losses” has the meaning set forth in the Merger Agreement.

“Majority Voting Power” means a majority of the voting power in the election of directors of all outstanding voting securities of the Person in question.

“Merger” has the meaning set forth in the Merger Agreement.

“Merger Agreement” has the meaning set forth in the Recitals.

“Merger Partner” has the meaning set forth in the Recitals.

“Merger Partner Equityholder” has the meaning set forth in the Recitals.

“Partial Termination” has the meaning set forth in Section 6.2(c).

“Parties” and “Party” have the meanings set forth in the Preamble.

“Person” has the meaning set forth in the Merger Agreement.

“Personnel” means, with respect to any Person, any of such Person’s directors, officers, employees, agents, independent contractors, permitted subcontractors and consultants.

“Provider” means (a) with respect to a Company Service, the Company, and (b) with respect to a SpinCo Service, SpinCo.

“Provider Indemnitees” has the meaning set forth in Section 8.2.

“Provider Systems” means, with respect to each Service, the IT Assets, information, Software or other Technology owned or controlled by Provider or any of its Affiliates that is required for Recipient’s receipt or use of the Services.

“Recipient” means (a) with respect to a Company Service, SpinCo, and (b) with respect to a SpinCo Service, the Company.

“Recipient Group” means (a) with respect to the Company, the Company Group, and (b) with respect to SpinCo, the SpinCo Group.

“Recipient Indemnitees” has the meaning set forth in Section 8.3.

“Recipient Systems” means, with respect to each Service, the IT Assets, information, Software or other Technology owned or controlled by Recipient or any of its Affiliates that is required for its use of the Services or Provider’s provision of the Services.

“Relevant Business” means (a) with respect to Company Services, the SpinCo Business, and (b) with respect to SpinCo Services, the portions of the Company Business to which the SpinCo Services were provided during the Baseline Period.

“Separation” has the meaning set forth in the Recitals.

“Separation Agreement” has the meaning set forth in the Recitals.

“Service Changes” has the meaning set forth in Section 2.3(d).

“Service Extension Period” has the meaning set forth in Section 2.1(c).

“Service Manager” has the meaning set forth in Section 3.2.

“Service Noncompliance” has the meaning set forth in Section 6.2(a)(ii).

“Service Period” has the meaning set forth in Section 2.1(c).

“Services” has the meaning set forth in Section 2.1(a).

“Services Migration” has the meaning set forth in Section 2.7.

“Signing Date” has the meaning set forth in the Recitals.

“Software” has the meaning set forth in the Separation Agreement.

“SpinCo” has the meaning set forth in the Preamble.

“SpinCo Assets” has the meaning set forth in the Separation Agreement.

“SpinCo Business” has the meaning set forth in the Separation Agreement.

“SpinCo Entities” has the meaning set forth in the Merger Agreement.

“SpinCo Group” has the meaning set forth in the Separation Agreement.

“SpinCo Liabilities” has the meaning set forth in the Separation Agreement.

“SpinCo Services” has the meaning set forth in Section 2.1(a).

“Subsidiary” has the meaning set forth in the Merger Agreement.

“Taxes” has the meaning set forth in the Merger Agreement.

“Technology” has the meaning set forth in the Separation Agreement.

“Term” has the meaning set forth in Section 6.1.

“Third Party” means any Person other than the Parties or any of their Affiliates.

“Third Party Approval” has the meaning set forth in Section 2.3(c).

“Third Party Service Provider” has the meaning set forth in Section 2.1(a).

“Transaction Documents” has the meaning set forth in the Merger Agreement.

“Transaction Taxes” has the meaning set forth in Section 5.4(a).

“Transactions” has the meaning set forth in the Merger Agreement.

“TSA Managers” has the meaning set forth in Section 3.2.

ARTICLE II

SERVICES

Section 2.1 Services.

(a) Except as otherwise set forth in this Agreement, commencing as of the Effective Date and for the initial terms as set forth on Exhibit A-1 or Exhibit A-2 hereto (such period, the “Initial Term”), and subject to the last sentence of Section 6.3, (i) the Company agrees to provide to SpinCo or its designated Subsidiaries, for use solely by SpinCo or its Subsidiaries, the services set forth on Exhibit A-1 hereto (the “Company Services”) and (ii) SpinCo agrees to provide to the Company or its designated Subsidiaries, for use solely by the Company Group, the services set forth on Exhibit A-2 hereto (the “SpinCo Services”) and, together with the Company Services, the “Services”). The Recipient Group may use the Services solely (i) to the extent in connection with the operation of the Relevant Business, and (ii) in substantially the same manner in which, and for substantially the same purpose as, such Services were used by the Company and its Subsidiaries in connection with the operation of the Relevant Business during the twelve (12)-month period immediately prior to the Effective Date (the “Baseline Period”). Notwithstanding anything to the contrary herein, the Services shall exclude any services not expressly set forth on Exhibit A-1 or Exhibit A-2 (it being understood that any Additional Services added to Exhibit A-1 or Exhibit A-2 pursuant to Section 2.2 shall not be so excluded). Recipient acknowledges that

Provider may provide the applicable Services directly, through any of its Affiliates or through one or more Third Parties engaged by Provider to provide Services in accordance with the terms of this Agreement (each such Third Party, a “Third Party Service Provider”). Except as expressly set forth in Section 2.3(a), neither Provider nor its Affiliates, nor any other Person on their behalf, makes any representations or warranties, express or implied, with respect to any services provided by a Third Party Service Provider.

(b) Upon the expiration of each applicable Service Period, all obligations of Provider with respect to the provision of the applicable Service shall automatically and immediately terminate; provided that such expiration shall not release a Party from any liability or obligation that already has accrued as of the effective date of such expiration.

(c) Except as set forth on Exhibit A-1 or Exhibit A-2, if Recipient reasonably determines that it will require a Service to continue beyond the Initial Term or the end of any then current Service Extension Period, subject to the last sentence of Section 6.3, Recipient may extend the term for such Service by written notice to Provider no less than thirty (30) days prior to (i) the end of the Initial Term or (ii) the end of such then current Service Extension Period, as applicable, and Provider shall cause such Service to be provided during such Service Extension Period in accordance with the terms hereof, in increments equal to the lesser of (A) twenty-five percent (25%) of the Initial Term, rounded up to the nearest day, or (B) three (3) months, provided in each case, that if the last day of such period ends on a day that is not a Business Day, then such period shall be extended to the next Business Day (the “Service Extension Period” and the Initial Term extended by the Service Extension Period, if any, the “Service Period”); provided that the Fee for that Service shall be increased (i) to one hundred ten percent (110%) of the Fee applicable during the Initial Term of such Service for the “Initial Service Extension Period” of such Service set forth on Exhibit A-1 or Exhibit A-2, as applicable, (ii) to one hundred fifteen percent (115%) of the Fee applicable during the Initial Term of such Service for any second extension of such Service, and (iii) to one hundred thirty percent (130%) of the Fee applicable during the Initial Term of such Service for the remainder of the Service Extension Period of such Service.

Section 2.2 Additional Services. Subject to Section 3.3, if, within one hundred twenty (120) days following the Effective Date, Recipient identifies a service (each, an “Additional Service”) that (a) was provided by Provider or its Subsidiaries (excluding, in the case of the Company, the SpinCo Entities) to the Relevant Business during the Baseline Period, (b) is necessary for the Relevant Business to operate in substantially the same manner as the Relevant Business operated during the Baseline Period, (c) is not included on Exhibit A-1 or Exhibit A-2 and (d) cannot readily be provided by Recipient or its Affiliates (including, in the case of SpinCo, the SpinCo Entities) or a Third Party on commercially reasonable terms and conditions, then, subject to the other terms and conditions provided in this Agreement, Provider shall use its commercially reasonable efforts to provide such Additional Services; provided that Provider shall have no obligation to provide such Additional Service unless and until the Parties mutually agree on all terms and conditions for the provision of such Additional Service, including the Service Period and the Fee for such Additional Service, which terms and conditions shall be negotiated by the Parties in good faith. Upon the mutual written agreement of the Parties, the Parties shall amend Exhibit A-1 or Exhibit A-2, as applicable, to add such Additional Service, and in such case, such Additional Service shall be deemed a Service hereunder, and be subject to the terms and conditions of this Agreement.

Section 2.3 Performance of Services.

(a) Except as set forth on Exhibit A-1, the Company shall perform, or shall cause to be performed, all Services to be provided by the Company in a commercially reasonable manner consistent in all material respects with the standard of care and service levels at which the same or similar services were performed by or on behalf of the Company during the Baseline Period; provided that in providing any Company Service the Company shall have no obligation to allocate human, Technology, equipment or other resources materially in excess of the level of resources historically allocated to the provision of such Services by the Company or its Affiliates in connection with the operation of the SpinCo Business during the Baseline Period. Except as set forth on Exhibit A-2, SpinCo shall perform, or shall cause to be performed, all Services to be provided by SpinCo in a commercially reasonable manner consistent in all material respects with the standard of care and service levels at which SpinCo performs the same or similar services for itself; provided that, in providing any SpinCo Service, SpinCo shall have no obligation to allocate human, Technology, equipment or other resources materially in excess of the level of resources historically allocated to the provision of such Services by the SpinCo Entities in connection with the operation of the businesses of the Company and its Affiliates to which the SpinCo Services were provided during the Baseline Period. The Parties acknowledge and agree that Provider shall not be obligated to provide any upgrade or other enhancement to any Service other than upgrades or enhancements consistent with routine and regular maintenance during the Baseline Period.

(b) Each Party shall be responsible for its own compliance with any and all Laws or rules of professional conduct applicable to its performance under this Agreement. No Party shall take any action in violation of any such applicable Law or rules of professional conduct that results in liability being imposed on the other Party. Nothing in this Agreement shall require Provider to perform or cause to be performed any Service to the extent that the manner of such performance would constitute a violation of any applicable Law or rules of professional conduct or any existing Contract with a Third Party as of the Effective Date. If Provider is or becomes aware of any such violation of any applicable Law, rules of professional conduct or existing Contract with a Third Party, Provider shall advise Recipient of such violation, subject to any applicable confidentiality obligation, and Provider and Recipient will mutually seek a reasonable alternative that eliminates such violation. If a change in or addition to any applicable Law or rules of professional conduct comes into effect after the Signing Date and causes Provider to incur additional out-of-pocket expenses in providing the Services, Provider shall advise Recipient of such additional out-of-pocket expenses, and Provider and Recipient will mutually seek a reasonable alternative that minimizes such additional out-of-pocket expenses. Any additional out-of-pocket expenses arising from the foregoing shall be borne by Recipient.

(c) The Parties agree to cooperate in good faith and use commercially reasonable efforts to obtain any necessary Consent, order of, or any exemption by, any Third Party (each, a "Third Party Approval") required under any existing Contract with a Third Party to allow Provider to perform, or cause to be performed, all Services to be provided by Provider hereunder; provided that neither Party shall be required to accept any terms or conditions, commit to pay any amount, incur any obligation in favor of or offer or grant any accommodation (financial or otherwise), regardless of any provision to the contrary in such existing Contract, to any Third Party to obtain any such Third Party Approval. Unless otherwise agreed in writing by the Parties, if there are any out-of-pocket costs, expenses or Liabilities incurred or required to be incurred by

Provider or any of its Subsidiaries in connection with obtaining any such Third Party Approval (including, if agreed by the Parties, the amount paid, obligation incurred or accommodation granted to Third Parties to obtain such Third Party Approval) that is required to allow Provider to perform or cause to be performed such Services, then the applicable Recipient of such Service shall elect to either (i) pay such out-of-pocket costs, fees or expenses or assume such Liability, in addition to any other costs, Fees or expenses such Recipient is otherwise required to pay under this Agreement, or (ii) decline such Service; provided that the Parties shall use commercially reasonable efforts to minimize such out-of-pocket costs, expenses and Liabilities. If the Parties, despite using commercially reasonable efforts, are unable to obtain any required Third Party Approval, or mutually decide not to seek or obtain any required Third Party Approval, the Parties shall use commercially reasonable efforts to negotiate in good faith reasonable modifications to the Services or the provision of substitute services (which substitute services shall be deemed “Services” hereunder), such that such Third Party Approvals are not required. Any incremental out-of-pocket costs and expenses incurred by or on behalf of Provider with respect to such mutually agreed modifications or substitute services shall be borne by the applicable Recipient. Notwithstanding anything to the contrary herein, subject to Provider complying with its obligations under this Section 2.3(c), Provider will not be in breach of this Agreement or have any liability to the Recipient Group solely as a result of any non-performance of, or other effect upon, any applicable Services as a result of any failure to obtain any such Third Party Approval. If any Third Party Approval is required to be obtained for the receipt of the Services as a result of any Third Party relationship, contractual commitment or legal obligation of Recipient or any member of the Recipient Group for the receipt of Services, Recipient shall be responsible for obtaining any such Third Party Approval at its sole cost and expense; provided that Provider shall reasonably cooperate with and assist Recipient in obtaining such Consent.

(d) If, in order to accommodate an increase in the use of any Service beyond the level of use of such Service by the Company or any of its Subsidiaries during the Baseline Period, Provider is required to (i) increase staffing (other than any replacements for existing staffing), (ii) acquire, lease or license additional facilities, equipment or software or (iii) engage in significant capital expenditures or (iv) apply for or obtain one or more consents from Third Parties (other than renewals of any preexisting permits, licenses or authorizations) (clauses (i) to (iv), collectively, the “Service Changes”), then Provider shall inform Recipient in writing of the Service Change and propose a plan for implementing the Service Change, and the Parties shall negotiate in good faith and reach agreement to adjust or change the Services, including the Fees, before Provider is required to undertake any Service Change; provided that Provider shall have no obligation to provide the Services (A) other than to the Recipient Group for the benefit of the Relevant Business, (B) within a greater scope or in a greater volume than, or at a different location than, such Services were provided by the Company and its Subsidiaries to the Relevant Business during the Baseline Period or (C) to the extent that any changes are made to the Relevant Business that increase Provider’s out-of-pocket costs with respect to the provision of such Services. If the Parties agree that Provider shall undertake the Service Change, then such Service Change, together with any other adjustments or changes to the Services, including to the Fees, shall be documented in a written agreement signed by the Parties, and the Parties shall jointly amend Exhibit A-1 or Exhibit A-2, as applicable, to reflect such written agreement. Each amended section of Exhibit A-1 or Exhibit A-2, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such written agreement and the Service Changes set forth in such amended section

of Exhibit A-1 or Exhibit A-2 shall be deemed a part of the Services provided under this Agreement, in each case subject to the terms and conditions of this Agreement.

(e) Neither Provider nor any of its Subsidiaries shall be required to perform or to cause to be performed any of the Services for the benefit of any Third Party or any other Person other than the Recipient Group. The Recipient Group shall not resell, license or otherwise permit the use of any of the Services by any other Person, except that the Recipient Group may permit the use of any of the Services by Third Parties engaged by the Recipient Group, who are working for or on behalf of the Recipient Group, solely to the extent necessary for such Third Parties to assist the Recipient Group in the operation of the SpinCo Business.

(f) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 2.3, RECIPIENT ACKNOWLEDGES AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN “AS-IS” BASIS, AND THAT PROVIDER MAKES NO OTHER REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE SERVICES. PROVIDER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR THE NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY OF THIRD PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, (I) RECIPIENT ASSUMES ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON THE SERVICES, AND (II) NEITHER PROVIDER NOR ANY OF ITS AFFILIATES NOR ANY OTHER PERSON ON THEIR BEHALF MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

Section 2.4 Fees for Services. Recipient shall pay Provider a fee for each Service in such amount and based on such cost methodology as set forth on Exhibit A-1 or Exhibit A-2 (together with the Administrative Fee, each a “Fee” and, collectively, “Fees”). During the Term, the amount of the Fee for any Service may be modified to the extent of (i) any adjustments mutually agreed to by the Parties, (ii) any Service Change requested by Recipient and agreed upon by Provider pursuant to Section 2.3(d), (iii) any adjustment in the rates or charges imposed by any Third Party Service Provider (proportional to the respective use of such Services by each Party) and (iv) the adjustment for the Service Extension Period, if any, in accordance with Section 2.1(c). Together with any invoice for Fees, Provider shall provide Recipient with reasonable documentation to support the calculation of the Fees, including any additional documentation reasonably requested by Recipient to the extent that such documentation is in Provider’s or its Subsidiaries’ possession or control.

Section 2.5 Reimbursement for Out-of-Pocket Costs and Expenses. Recipient shall reimburse Provider for (a) reasonable and documented out-of-pocket costs and expenses, including Third Party costs, incurred by Provider or any of its Subsidiaries in connection with the provision of Services to the extent that such out-of-pocket costs and expenses are not expressly included in the Fees for such Services as indicated in Exhibit A-1 or Exhibit A-2, as applicable, and (b) reasonable and documented out-of-pocket costs and expenses, including Third Party costs, incurred by Provider or any of its Subsidiaries in connection with planning and executing the

migration or transition of the Services to the Recipient Group (or its designee) or the performance of Provider's obligations pursuant to Section 2.7.

Section 2.6 Changes in the Performance of Services. It is understood and agreed that Provider may from time to time modify, change or enhance the manner, nature, quality and/or standard of care of any Service provided to Recipient to the extent Provider or any of its Affiliates is making a similar change in the performance of services similar to such Services for Provider and its Affiliates; provided that (i) no such modification, change or enhancement shall materially reduce the quality or service level of, or increase the Fee for, the applicable Service, without Recipient's prior written consent (not to be unreasonably withheld, conditioned or delayed) and (ii) Provider provides prior written notice to Recipient regarding any modification, change or enhancement to any Service. Without limiting the generality of the foregoing, Recipient acknowledges and agrees that the provision of the Services is subject to any upgrades, changes and modifications that Provider may implement to its IT Assets in the ordinary course.

Section 2.7 Transitional Nature of Services and Migration. The Parties acknowledge the transitional nature of the Services. Recipient shall use commercially reasonable efforts to migrate, reduce and terminate its use of each and every Service from Provider to Recipient (or its designee) before the end of the Initial Term for such Service. Provider agrees to use commercially reasonable efforts to assist and cooperate in good faith with Recipient to effectuate the transition and migration of the Services, including any transition and migration of IT Assets, in each case in preparation of the end of the Services provided herein ("Services Migration"); provided that any work in addition to the Services requested by Recipient to facilitate Services Migration or support set up of Recipient's systems is subject to Provider's consent. In no event shall Provider or its Affiliates be responsible for bearing any costs of any such Services Migration. Recipient shall reimburse Provider for any reasonable and documented out-of-pocket costs and expenses, whether paid to Third Parties or otherwise, in cooperating with Recipient under this Section 2.7. Notwithstanding anything to the contrary herein, during any electronic data migration, Provider will maintain a back-up copy of the applicable data and will preserve such data for ninety (90) days after electronic notification from Provider to Recipient that transmission of data is complete (or such other period as the Parties may agree) to allow Recipient to validate the data integrity of the transfer.

ARTICLE III

SUBCONTRACTING; TSA MANAGERS

Section 3.1 Affiliates; Subcontracting. Provider may hire or engage one or more Affiliates or, with the consent of Recipient (not to be unreasonably withheld, conditioned or delayed), Third Party Service Providers, to provide Services hereunder; provided that Provider shall (a) take reasonable measures to ensure that each such Affiliate or Third Party Service Provider complies with the terms of this Agreement in relation to the provision of Services, and (b) use the same degree of care in selecting such Affiliate or Third Party Service Provider as it would if such Affiliate or Third Party Service Provider was being retained to provide similar services to Provider; provided, further, that Provider's exercise of its rights pursuant to this Section 3.1 shall not (i) adversely affect the applicable Services in any material respect or (ii) materially increase Recipient's costs of receiving the Services; provided, further, that if any such Third Party

Service Provider has been engaged by the Company to perform the same or similar services prior to the Closing Date, then Recipient's written consent and clauses (b), (i) and (ii) shall be deemed satisfied. Provider shall in all cases remain primarily responsible for ensuring that its obligations under this Agreement with respect to the nature, scope, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Third Party Service Provider and shall be liable for any failure of any such Affiliate or Third Party Service Provider to so satisfy such obligations (or if any such Affiliate or Third Party Service Provider otherwise breaches any provision hereof). Notwithstanding the foregoing, if a Third Party Service Provider provides all or part of any Service pursuant to a written agreement with Recipient, Recipient agrees to be bound by, and to cause its Affiliates to comply with, those obligations that such agreement places on Recipient, and Provider shall not be responsible for its obligations under this Agreement that are specified in such agreement to be obligations of the Third Party Service Provider.

Section 3.2 TSA Managers and Service Managers. The Company and SpinCo shall each appoint and designate an individual to act as its initial manager with overall responsibility for all Services (the "TSA Managers"). The Company and SpinCo shall provide each other with written notice of the identity and title of its TSA Manager upon execution of this Agreement. The Company and SpinCo shall also each appoint and designate an individual holding the title set forth in the applicable sections of Exhibit A-1 or Exhibit A-2 to act as the service manager for a particular Service (each, a "Service Manager"). Unless otherwise specified in Exhibit A-1 or Exhibit A-2, with respect to each Service, the Service Manager shall have primary responsibility for coordinating and managing the delivery and use of that Service and shall have authority to act on the Company's or SpinCo's behalf, as applicable, with respect to the provision and use of such Service. In overseeing its Service Managers, the TSA Managers shall have all of the authority of each of their respective Service Managers across all Services and will be responsible for resolving any Disputes that cannot be resolved between each Party's Service Managers. The TSA Managers and applicable Service Managers shall work with the respective Personnel of each Party and Third Party Service Providers to periodically address issues and matters raised by the other Party relating to the provision of Services. All communications between the Parties pursuant to this Agreement regarding routine matters involving a Service shall be directed to the applicable Service Manager with a copy to the TSA Managers, and all other communications between the Parties pursuant to Article II (other than the negotiation and execution of any written agreement that amends Exhibit A-1 or Exhibit A-2, which shall be sent in accordance with the provisions of Section 10.9) shall be directed to the applicable TSA Manager. Each Party shall notify the other Party of any change in the status of its TSA Manager or any of its Service Managers that would affect such TSA Manager's or Service Manager's ability to carry out the responsibilities set forth in this Section 3.2 at least five (5) Business Days prior to such change. Either Party may replace the individual designated as a Service Manager or TSA Manager upon at least fifteen (15) Business Days' notice to the other Party, such notice to be sent to the TSA Manager for the other Party.

Section 3.3 Services Not Included. It is not the intent of Provider to render to Recipient, nor of Recipient to receive from Provider, any professional advice or opinions or other service with regard to tax, legal, treasury, finance and accounting, payroll, benefits, pensions, employment, regulatory, ESG Reporting, audit, insurance (including the provision of insurance) or other business or technical matters, other than as may be expressly set forth in Exhibit A-1 or Exhibit A-2. In no event shall Provider be liable for, and Recipient shall not rely on or construe, any Service rendered by or on behalf of Provider as professional advice or opinions.

ARTICLE IV

OTHER ARRANGEMENTS

Section 4.1 **Access.** Recipient shall, and shall cause its Subsidiaries to, allow Provider and its Subsidiaries and Third Party Service Providers and their respective representatives reasonable access, during normal business hours and upon reasonable advance notice to Recipient, to the properties, facilities, information, systems, Technology, infrastructure and Personnel of Recipient and its Subsidiaries that is necessary for Provider and its Subsidiaries and Third Party Service Providers and their respective representatives to fulfill their obligations under this Agreement. Provider agrees that all of its and its Subsidiaries' employees shall, and that it shall use commercially reasonable efforts to cause its Third Party Service Providers and representatives' employees to, when on the property of Recipient or its Subsidiaries, or when given access to any properties, facilities, information, systems, Technology, infrastructure or Personnel of Recipient or its Subsidiaries, (a) conform to the reasonable security policies and procedures of Recipient and its Subsidiaries, as applicable, that are made known or provided to Provider reasonably in advance; (b) not attempt to obtain access to, use or interfere with, any Recipient Systems, or any data owned, used or processed by Recipient, except to the extent required or appropriate to do so to provide the Services and (c) notify Recipient as promptly as reasonably practicable after becoming aware of any identified breach or suspected material breach of security of the Recipient Systems in connection with access by Provider or its Subsidiaries, Third Party Service Providers or their respective representatives or any destruction, Loss, alteration or unauthorized disclosure of, or access to, non-public information contained therein or any other sensitive or confidential information (including information relating to an identified or identifiable individual) supplied by or on behalf of Recipient in connection with this Agreement and, in the event of any such actual or suspected breach or destruction, loss, alteration, disclosure or access, each Party shall, and shall cause its applicable Affiliates, employees or subcontractors, to use commercially reasonable efforts to cooperate with the other Party in investigating and mitigating the effect thereof.

Section 4.2 **Reliance.** In connection with the performance of this Agreement, Provider and its Affiliates and Third Party Service Providers shall be entitled to rely upon the genuineness, validity or truthfulness of any document, instrument or other writing presented by Recipient, its Subsidiaries or any of their respective representatives. Provider and its Affiliates and Third Party Service Providers shall not be liable for any impairment of any Service caused by their not receiving information, materials or access pursuant to Section 4.1, either timely or at all, or by their receiving inaccurate or incomplete information on which they reasonably relied from Recipient or its Subsidiaries or their respective representatives.

ARTICLE V

PAYMENTS; BILLING; TAXES

Section 5.1 **Procedure.** Fees for the Services shall be charged to and payable by Recipient. Amounts payable pursuant to this Agreement shall be paid by wire transfer (or such other method of payment as may be agreed between the Parties from time to time) to Provider (as directed in writing by Provider) on a monthly basis, which amounts shall be due within forty-five (45) days of Recipient's receipt of each such invoice for the Fees; provided that the Fees for any

Service other than any Service in the Finance function shall be pro-rated for any partial month period. All amounts due and payable hereunder shall be invoiced and paid in U.S. dollars.

Section 5.2 Payment Information. As promptly as reasonably practicable following the request of Recipient, Provider shall cooperate and provide such reasonably available information and back-up therefor as reasonably requested by Recipient to the extent reasonably required to permit Recipient to review, evaluate and verify the amounts set forth in any invoice delivered to Recipient in connection with the Services hereunder. If following any such review, any overpayment above the amounts required to be paid pursuant to this Agreement by Recipient is determined to have occurred, Provider shall promptly refund the amount of such overpayment to Recipient or credit the amount of such overpayment to Recipient's next payment due.

Section 5.3 Late Payments. Fees not paid when due pursuant to this Agreement (and any other amounts billed or otherwise invoiced or demanded and payable hereunder that are not paid within forty-five (45) days of the receipt of such bill, invoice or other demand) shall accrue interest at an annual rate equal to the prime rate set forth in the *Wall Street Journal* in effect on the date such payment was due *plus* two percent (2%) or the maximum rate under applicable Law, whichever is lower (the "Interest Payment"). In addition, Recipient shall indemnify Provider for its reasonable and documented out-of-pocket costs, including reasonable attorneys' fees and disbursements, incurred to collect any such unpaid amount.

Section 5.4 Taxes.

(a) All Fees for Services shall be exclusive of any value added, goods and services, sales, use, consumption, excise, service, transfer, stamp, documentary, filing, recordation Taxes or similar Taxes ("Transaction Taxes"). Without limiting any provision of this Agreement, Recipient shall be responsible for all Transaction Taxes imposed or assessed with respect to the provision of Services by Provider. Provider and Recipient shall cooperate to minimize any Transaction Taxes and in obtaining any refund, return or rebate, or applying an exemption or zero-rating for Services giving rise to any Transaction Taxes, including by filing any exemption or other similar forms or providing valid tax identification number or other relevant registration numbers, certificates or other documents. Recipient and Provider shall cooperate regarding any requests for information, audit, or similar request by any taxing authority concerning Transaction Taxes payable with respect to Services provided pursuant to this Agreement.

(b) All payments made by or on behalf of Recipient under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, unless Recipient is required to withhold or deduct Taxes under applicable Law. If Recipient is so required to withhold or deduct any amount for or on account of Taxes from any payment made pursuant to this Agreement, Recipient shall (i) promptly notify Provider of such required deduction or withholding and the amount of payment due from Recipient, (ii) make such deductions or withholdings as are required by applicable Law and (iii) timely pay the full amount deducted or withheld to the relevant taxing authority. Recipient shall not be required to pay any additional amounts to Provider to account for, or otherwise compensate Provider for, any deduction or withholding for or on account of Taxes.

ARTICLE VI

TERM AND TERMINATION

Section 6.1 Term. This Agreement shall commence at the Effective Date and shall remain in effect until terminated in accordance with this Article VI (the “Term”). This Agreement shall terminate upon the earliest to occur of (a) the last date on which either Provider is obligated to provide any Service to the applicable Recipient in accordance with the terms of this Agreement, (b) the mutual written agreement of the Parties to terminate this Agreement in its entirety or (c) the date that is twenty-four (24) months following the Effective Date. Unless earlier terminated pursuant to Section 6.2, each Service shall terminate as of the close of business on the last day of the Service Period for such Service.

Section 6.2 Early Termination.

(a) Without prejudice to Recipient’s rights with respect to Force Majeure, Recipient may from time to time terminate this Agreement with respect to the entirety of any individual Service, but not a portion thereof (unless otherwise agreed by Provider in accordance with Section 6.2(c)):

(i) subject to Section 6.3 and, except as set forth on Exhibit A-1 or Exhibit A-2, for any reason or no reason, upon the giving of at least sixty (60) days’ prior written notice to Provider; provided that if Exhibit A-1 or Exhibit A-2 sets forth a different notice period, then Recipient shall instead be required to comply with such different notice period; provided, further, that any such termination shall be subject to the obligation to pay any applicable Early Termination Costs; or

(ii) if Provider has failed to perform any of its material obligations under this Agreement with respect to such Service, and such failure shall continue to be uncured for a period of at least thirty (30) days after receipt by Provider of written notice specifying the details of such failure from Recipient (such failure to perform, a “Service Noncompliance”); provided that, notwithstanding the foregoing, a Service Noncompliance shall be deemed not to occur to the extent Provider is not able to provide the Services or cure such noncompliance as a result of (A) a Force Majeure, (B) Recipient’s breach of this Agreement or (C) Provider’s compliance with applicable Law or rules of professional conduct; provided, further, that Recipient shall not be entitled to terminate the applicable Service if, as of the end of such period, there remains a good faith dispute between the Parties as to whether Provider has cured the applicable Service Noncompliance.

(b) Provider may terminate this Agreement with respect to any individual Service, at any time upon prior written notice to Recipient if Recipient has failed to perform any of its material obligations under this Agreement relating to such Service, including making payment of Fees for such Service when due, and such failure shall continue to be uncured for a period of at least thirty (30) days after receipt by Recipient of a written notice of such failure from Provider; provided that Provider shall not be entitled to terminate the applicable Service if, as of the end of such period, there remains a good faith dispute between the Parties as to whether Recipient has cured the applicable breach. In the event that Provider terminates this Agreement

in accordance with this Section 6.2(b), Recipient shall be liable for any applicable Early Termination Costs.

(c) Notwithstanding anything to the contrary herein, in the event either Party requests to terminate this Agreement with respect to a portion, but not the entirety, of any individual Service (a “Partial Termination”), the other Party shall consider such request in good faith. If such other Party agrees to such Partial Termination, the Parties shall negotiate in good faith and mutually agree to the necessary amendments to this Agreement and the Exhibits hereto to accommodate such Partial Termination; provided that the Party that requested the Partial Termination shall reimburse the other Party for any Early Termination Costs incurred by such other Party or any of its Subsidiaries in connection with such Partial Termination.

(d) The Company may terminate this Agreement in the event of a Change of Control of the SpinCo Business in which the acquirer is a competitor of the Company, as reasonably determined by the Company in good faith, taking into account all relevant factors (including the nature and extent of such acquirer’s competition with the Company). If the Company terminates this Agreement in accordance with this Section 6.2(d), SpinCo shall be liable for any applicable Early Termination Costs.

(e) Either Party may terminate this Agreement upon written notice to the other Party if the other Party (i) files a petition in bankruptcy, (ii) becomes or is declared insolvent, (iii) becomes the subject of any proceedings (not dismissed within fifteen (15) days of being filed or commenced) related to its liquidation, insolvency or the appointment of a receiver, provisional liquidator, conservator, custodian, trustee or other similar official, (iv) makes an assignment or any general arrangement for the benefit of creditors or (v) takes any corporate action for its winding up or dissolution. In the event that either Party terminates this Agreement in accordance with this Section 6.2(e), the other Party shall be liable for any applicable Early Termination Costs.

(f) Provider may in its reasonable discretion temporarily suspend the provision of Services (or any part thereof) for reasons of preventative or emergency maintenance or other exigent circumstances beyond the reasonable control of Provider. Provider shall use its commercially reasonable efforts to inform Recipient reasonably in advance of any such suspension and shall (i) cooperate with Recipient to mitigate any negative effects on Recipient’s operations due to such suspension and (ii) use commercially reasonable efforts to remove the causes of such suspension and resume performance under this Agreement as soon as reasonably practicable (and in no event later than the date that the affected Party resumes providing analogous services to, or otherwise resumes analogous performance under any other agreement for, itself, its Affiliates or any Third Party) unless this Agreement has previously been terminated under this Article VI.

Section 6.3 Interdependencies. Notwithstanding anything to the contrary in Section 6.2, Recipient may only terminate a Service before the end of the relevant Service Period if it also terminates all other Services that are identified in Exhibit A-1 or Exhibit A-2, as applicable, as being dependent on that Service. The Parties acknowledge and agree that (a) there may be additional interdependencies among the Services being provided under this Agreement that are not expressly included in Exhibit A-1 or Exhibit A-2, (b) upon the request of either Party, the Parties shall cooperate and act in good faith to determine whether (i) any such additional interdependencies exist with respect to the particular Service that a Party is seeking to terminate

pursuant to Section 6.2 and (ii) in the case of such termination, Provider's ability to provide a particular Service in accordance with this Agreement would be adversely affected by such termination of another Service, and (c) if the Parties have determined that such additional interdependencies exist (and, in the case of such termination that Provider's ability to provide a particular Service in accordance with this Agreement would be adversely affected by such termination), the Parties shall negotiate in good faith to amend Exhibit A-1 or Exhibit A-2 hereto, as applicable, with respect to such impacted Service to mitigate the effect of the dependency, which amendment shall be consistent with the terms of, and the pricing methodology used for, comparable Services; provided that if the Parties cannot agree despite good faith negotiation and Recipient nevertheless terminates the Service that other ongoing Services are dependent on, Provider shall not be liable for any failure in the ongoing Services resulting from such dependency. Notwithstanding anything to the contrary in this Agreement, in no event shall the Service Period for any Service continue beyond the Service Period of any other Service upon which such Service is dependent, as identified in Exhibit A-1 or Exhibit A-2 or as determined by the Parties in accordance with the second sentence of this Section 6.3.

Section 6.4 Effect of Termination. Upon the termination of any Service pursuant to this Agreement, Provider shall have no further obligation to provide such terminated Service, and Recipient shall have no obligation to pay any Fees relating to such Service for the period following the effective date of the termination of such Service; provided that Recipient shall remain obligated to Provider for (a) the Fees owed and payable in respect of Services provided prior to or on the effective date of the termination of such Service, (b) reimbursable costs and expenses and (c) any applicable Early Termination Costs. In connection with the termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any such termination, and in connection with a termination or the expiration of this Agreement, Article I, Section 2.3(f), this Article VI, Article VII, Article VIII, Article IX, Article X, and any other Section or Article that by its terms is intended to survive the termination or expiration of this Agreement, and all liability for all due and unpaid Fees, reimbursable costs and expenses and Early Termination Costs, shall continue to survive the termination or expiration of this Agreement indefinitely.

Section 6.5 Return of Provider Property. Upon termination of this Agreement, Recipient shall promptly return or cause to be returned (in substantially the same working order as it was in when it was provided by Provider, ordinary wear and tear excepted, taking substantially the same level of care exercised by Recipient with respect to its own property) to Provider any property provided by Provider to Recipient in connection with the provision of Services under this Agreement.

ARTICLE VII

CONFIDENTIALITY; PROTECTIVE ARRANGEMENTS

Section 7.1 Company and SpinCo Obligations. Subject to Section 7.4, until the five (5)-year anniversary of the date of the termination or expiration of this Agreement, each of the Company and SpinCo, on behalf of itself and each of its Affiliates and Subsidiaries, agrees to hold, and to direct its representatives to hold, in strict confidence, all Confidential Information concerning the other Party or its Subsidiaries or their respective businesses that is furnished by

such other Party or such other Party's Subsidiaries or their respective representatives at any time pursuant to this Agreement, using at least the same standard of care to prevent the public disclosure and dissemination thereof that such Party would apply to its own Confidential Information of like nature and significance. Neither Party shall use any Confidential Information of the other Party other than in connection with this Agreement, except, in each case, to the extent that such Confidential Information is or was (a) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any of its Subsidiaries or any of their respective representatives in violation of this Agreement, (b) later lawfully acquired from other sources by such Party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such Confidential Information or (c) independently developed or generated without reference to or use of the Confidential Information of the other Party or any of its Subsidiaries.

Section 7.2 Privacy and Data Protection Laws. In its performance of this Agreement, each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of the Services under this Agreement.

Section 7.3 Data Processing Agreement. With respect to data processing related to the Services provided under this Agreement, the Parties will enter into a data processing agreement, substantially in the form of Exhibit B attached hereto, simultaneously with the execution of this Agreement.

Section 7.4 Protective Arrangements. If a Party or any of its Subsidiaries either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any of its Subsidiaries) that is required to remain confidential pursuant to Section 7.1, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. If such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, in each case to the extent legally permitted.

ARTICLE VIII

LIMITED LIABILITY AND INDEMNIFICATION

Section 8.1 Limitations on Liability.

(a) THE CUMULATIVE AGGREGATE LIABILITIES OF PROVIDER AND ITS SUBSIDIARIES, COLLECTIVELY, UNDER THIS AGREEMENT FOR ANY ACT OR

FAILURE TO ACT IN CONNECTION HERewith (INCLUDING THE PERFORMANCE OR BREACH OF THIS AGREEMENT), OR FROM THE SALE, DELIVERY, PROVISION, RECEIPT, USE OF OR FAILURE TO PROVIDE ANY SERVICES PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID AS OF SUCH TIME TO PROVIDER BY RECIPIENT PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EITHER PARTY, ITS SUBSIDIARIES OR THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, DIMINUTION IN VALUE OR DAMAGES CALCULATED BASED ON MULTIPLES OF REVENUE, EARNINGS OR OTHER METRICS (INCLUDING LOST PROFITS OR LOST REVENUES) IN CONNECTION WITH THE SALE, DELIVERY, PROVISION, RECEIPT OR USE OF OR FAILURE TO PROVIDE SERVICES PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT (UNLESS SUCH DAMAGES ARE ACTUALLY AWARDED AND PAID TO AN UNAFFILIATED THIRD PARTY BY A COURT OF COMPETENT JURISDICTION IN RESPECT OF A THIRD PARTY CLAIM), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND EACH PARTY HEREBY WAIVES ON BEHALF OF ITSELF, ITS SUBSIDIARIES AND ITS REPRESENTATIVES ANY CLAIM FOR SUCH DAMAGES.

(c) The limitations set forth in Sections 8.1(a) and (b) shall not apply in respect of any Losses arising out of or in connection with (i) fraud or willful misconduct of or by the Party to be charged; (ii) either Party's liability for breaches of confidentiality obligations under Article VII; or (iii) Fees or other reimbursable costs or expenses pursuant to this Agreement.

Section 8.2 Recipient Indemnity. Subject to Section 8.1 and without limiting any of the indemnification, damages or remedy provisions that are expressly contained in the Merger Agreement, the Separation Agreement or any other Transaction Document (including Section 7.8 of the Merger Agreement and Section 2.14 and Article VI of the Separation Agreement), Recipient agrees to indemnify, defend and hold harmless Provider, its Subsidiaries and each of their respective representatives, and each of the successors and assigns of any of the foregoing (collectively, the "Provider Indemnitees"), from and against any and all Losses to the extent arising from, relating to or in connection with (a) Recipient's breaches of confidentiality obligations under Article VII or obligations to pay Fees, reimbursable costs and expenses, Early Termination Costs or other amounts due and payable under this Agreement, (b) Recipient's gross negligence, fraud or willful misconduct in connection with this Agreement and (c) this Agreement, any Services provided by such Provider Indemnitee hereunder, or any use of such Service by Recipient, any of its respective Affiliates or any other Person, except to the extent such damages, loss, cost or liability are actually caused by the Provider Indemnitee's gross negligence, fraud or willful misconduct.

Section 8.3 Provider Indemnity. Subject to Section 8.1 and without limiting any of the indemnification, damages or remedy provisions that are expressly contained in the Merger Agreement, the Separation Agreement or any other Transaction Document (including Section 7.8 of the Merger Agreement and Section 2.14 and Article VI of the Separation Agreement), Provider

agrees to indemnify, defend and hold harmless Recipient, its Subsidiaries and each of their respective representatives, and each of the successors and assigns of any of the foregoing (collectively, the “Recipient Indemnitees”), from and against any and all Losses to the extent arising from, relating to or in connection with (a) Provider’s breaches of confidentiality obligations under Article VII, and (b) Provider’s gross negligence, fraud or willful misconduct in connection with this Agreement.

Section 8.4 Indemnification Procedures. The procedures for indemnification set forth in Sections 6.6, 6.7, 6.10 and 6.11 of the Separation Agreement shall govern claims for indemnification under this Agreement.

Section 8.5 Liability for Payment Obligations. Nothing in this Article VIII shall be deemed to eliminate or limit, in any respect, Recipient’s obligations to pay Fees, reimbursable costs and expenses, Early Termination Costs or other amounts due and payable under this Agreement.

Section 8.6 Exclusive Remedy. Notwithstanding anything to the contrary herein, the provisions of Sections 8.2, 8.3 and 8.5 shall, to the maximum extent permitted by applicable Law, be the sole and exclusive remedies of the Provider Indemnitees and the Recipient Indemnitees, as applicable, for any liability relating to or arising from this Agreement and the transactions contemplated hereby, and each Party hereby waives and releases, to the fullest extent permitted by applicable Law, any and all other rights, remedies, claims and causes of action (including rights of contributions, if any), whether known or unknown, foreseen or unforeseen, which exist or may arise in the future, whether arising from or based upon statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise that any Party may have against the other Party under this Agreement; provided, however, that the foregoing shall not deny (a) any Party equitable remedies with respect to breaches of confidentiality obligations under Article VII or (b) any Party or its Affiliates any remedies under the Merger Agreement or any Transaction Document other than this Agreement.

ARTICLE IX

DISPUTES

Section 9.1 Disputes. In the event of any controversy, dispute or claim arising out of or relating to any Party’s rights or obligations under this Agreement (whether arising in contract, tort or otherwise), calculation or allocation of the costs of any Service or otherwise arising out of or relating in any way to this Agreement (including the interpretation or validity of this Agreement) (a “Dispute”), the Parties agree that each Party’s TSA Manager and each Party’s applicable Service Manager (or such other persons as the Parties may designate) shall negotiate in good faith in an attempt to resolve such Dispute amicably. It is the intent of the Parties to use their respective commercially reasonable efforts to resolve expeditiously any Dispute that may arise from time to time on a mutually acceptable negotiated basis.

Section 9.2 Escalation; Mediation.

(a) In furtherance of the foregoing, if such Dispute has not been resolved to the mutual satisfaction of the Parties within ten (10) Business Days after the initial written notice of the Dispute (or such longer period as the Parties may agree), then any Party involved in a Dispute with respect to such matters (except as otherwise specifically provided in the Merger Agreement or any other Transaction Document) may deliver a notice (an “Escalation Notice”) demanding a meeting involving representatives of the Parties at a senior level of management of the Parties (or if the Parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the general counsel, or like officer or official, of each Party involved in the Dispute (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; provided, however, that the Parties shall use their commercially reasonable efforts to resolve the Dispute within fifteen (15) Business Days after the Escalation Notice. If such Dispute has not been resolved to the mutual satisfaction of the Parties within fifteen (15) Business Days after delivery of the Escalation Notice, then one (1) director of each of the Company and SpinCo, or their respective designees (each a “Director Designee” and, together, the “Director Designees”), shall negotiate in good faith in an attempt to resolve such Dispute amicably.

(b) If the Parties are not able to resolve the Dispute through the escalation process set forth in Section 9.2(a) within ten (10) Business Days after escalation to the Director Designees, or the Company, on the one hand, or SpinCo, on the other, reasonably concludes that the other Party is not willing to use commercially reasonable efforts to resolve expeditiously such Dispute, then each Party shall have the right to refer the Dispute to mediation by providing written notice to the other Party. If either Party refers the Dispute to mediation pursuant to the prior sentence, then the Parties shall retain a mediator to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. Unless mutually agreed by the Parties in writing, any opinion expressed or delivered by the mediator shall be strictly advisory and shall not be binding on the Parties, nor shall any opinion expressed or delivered by the mediator be admissible in any other proceeding. The mediator may be chosen from a list of mediators previously selected by the Parties or by other agreement of the Parties. If a mediator cannot be agreed upon by the Parties within ten (10) days of a Party providing written notice of mediation pursuant to the first sentence of this Section 9.2(b), then each of the Company and SpinCo shall nominate a mediator, and those two (2) mediators will select a third (3rd) mediator unaffiliated to either Party who shall act as the mediator for such Dispute. Costs of the mediation shall be borne equally by the Parties involved in the matter, except that each Party shall be responsible for its own expenses. Mediation shall be a prerequisite to the commencement of any Action by a Party; provided that no Party shall be required to engage in more than thirty (30) days of mediation prior to commencing an Action.

Section 9.3 Court Actions. If any Party, after complying with the provisions set forth in Section 9.2, desires to commence an Action, then such Party, subject to Section 9.2 and Section 10.10, may submit the Dispute (or such series of related Disputes) to any Chosen Court in accordance with Section 10.10.

Section 9.4 Conduct during Dispute Resolution Process. Unless otherwise agreed in writing, the Parties shall, and shall cause their respective TSA Managers, Service Managers and other employees to, continue to honor all covenants and agreements under this Agreement in

accordance with the terms hereof during the course of dispute resolution pursuant to the provisions of this Article IX, unless such covenants or agreements are the specific subject of the Dispute at issue.

Section 9.5 Disputes Over Fees and Early Termination Costs. Any Party that wishes to initiate a Dispute regarding the amount of Fees or Early Termination Costs (a “Fee Dispute”) must notify the other Party in writing within thirty (30) days of the receipt of the applicable invoice (unless an extension is mutually agreed). If any such Fee Dispute is finally resolved by the applicable Service Managers, the TSA Managers or pursuant to the dispute resolution process set forth or referred to in Section 9.1 and Section 9.2 and it is determined that the Fees or the Early Termination Costs, as applicable, that Provider has invoiced Recipient, and that Recipient has paid to Provider, is greater or less than the amount that the Fees or the Early Termination Costs, as applicable, should have been, then (a) if it is determined that Recipient has overpaid the Fees or the Early Termination Costs, as applicable, Provider shall within five (5) Business Days after such determination reimburse Recipient an amount of cash equal to such overpayment, plus the Interest Payment, accruing from the date of payment by Recipient to the time of reimbursement by Provider, and (b) if it is determined that Recipient has underpaid the Fees or the Early Termination Costs, as applicable, Recipient shall within five (5) Business Days after such determination reimburse Provider an amount of cash equal to such underpayment, plus the Interest Payment, accruing from the date such payment originally should have been made by Recipient to the time of payment by Recipient.

ARTICLE X

MISCELLANEOUS

Section 10.1 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

Section 10.2 Title to Intellectual Property. Except as expressly provided for under the terms of this Agreement or the Merger Agreement, each Party acknowledges that it shall acquire no right, title or interest (except for the express license rights set forth in Section 10.3(a)(ii)) in any Intellectual Property rights, IT Assets, information, Software or other Technology which are owned or licensed by the other Party by reason of the provision of the Services hereunder. Neither Party shall remove or alter any copyright, trademark, confidentiality or other proprietary notices that appear on any IT Assets, information, Software or other Technology owned or licensed by the other Party, and each Party shall reproduce any such notices on any and all of its copies of any IT Assets, information, Software or other Technology owned or licensed by the other Party. Neither Party shall attempt to decompile or reverse engineer copies of any Software owned or licensed by the other Party that is provided in object code form only, and each Party shall promptly notify the other Party of any such attempt, regardless of whether by it or any Third Party, of which it becomes aware.

Section 10.3 License.

(a) Without affecting the rights and obligations of the Parties in the Merger Agreement or the Separation Agreement, with respect to each of the Services:

(i) Recipient hereby grants to Provider, and Provider hereby accepts, a nonexclusive, nontransferable (subject to Section 10.5), irrevocable, worldwide right during the Service Period to use the Recipient Systems only to the extent necessary and for the sole purpose of performing Provider's obligations under this Agreement, and not for any other purpose; and

(ii) Provider hereby grants to Recipient, and Recipient hereby accepts, a nonexclusive, nontransferable (subject to Section 10.5), irrevocable, worldwide right (A) during the Service Period to use the Provider Systems only to the extent necessary and for the sole purpose of receiving the Services under this Agreement, and not for any other purpose, and (B) perpetually to use any information, Software or other Technology, including Intellectual Property therein, owned by Provider that is delivered to Recipient expressly for continued use after the relevant Service Period, provided that such information, Software or other Technology (and Intellectual Property therein) is only used in the same manner as used during the relevant Service Period.

(b) Subject to Section 10.3(a)(ii)(B), the limited rights to use the Recipient Systems and the Provider Systems granted in this Section 10.3 for each of the Services will terminate at the end of the applicable Service Period for such Service and will under no circumstances survive the termination or expiration of this Agreement.

Section 10.4 Independent Contractors. The Parties each acknowledge and agree that they are separate entities, each of which has entered into this Agreement for its own independent business reasons. The relationships of the Parties hereunder are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, partnership, principal-agent or any other relationship between the Parties. Personnel performing Services hereunder do so on behalf of, under the direction of, and as Personnel of, Provider, and Recipient shall have no right, power or authority to direct such Personnel.

Section 10.5 Assignability. **This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party; provided that no consent of the other Party shall be required for the assignment of a Party's rights and obligations under this Agreement in whole or in part to any of its wholly-owned Subsidiaries; provided that no such assignment shall release such Party from any liability or obligation under this Agreement.**

Section 10.6 No Third Party Beneficiaries. Except as provided in Article VIII with respect to the Provider Indemnitees and the Recipient Indemnitees in their capacities as such, which is intended to benefit, and to be enforceable by, the Provider Indemnitees and Recipient Indemnitees, this Agreement is not intended to confer in or on behalf of any Person not a party to

this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter of any provision hereof.

Section 10.7 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation hereunder (other than a payment obligation) so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Article VI. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such Force Majeure, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable (and in no event later than the date that the affected Party resumes providing analogous services to, or otherwise resumes analogous performance under any other agreement for, itself or its Affiliates) unless this Agreement has previously been terminated under Article VI. Recipient shall be relieved of the obligation to pay Fees for the affected Service(s) throughout the duration of such Force Majeure.

Section 10.8 [RESERVED].

Section 10.9 Notices. Except as specified in Section 3.2, all notices and other communications to be given to any Party hereunder shall be sufficiently given for all purposes hereunder if in accordance with Section 10.3 of the Merger Agreement, *mutatis mutandis*.

Section 10.10 Governing Law; Submission; Jurisdiction. This Agreement, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Agreement (including any exhibit hereto) or the negotiation, execution or performance of this Agreement (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Except as set forth in Article IX, each of the Parties agrees that any Action related to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware or, if under applicable Law, exclusive jurisdiction over such matter is vested in the federal courts, any federal court in the State of Delaware and any appellate court from any thereof (the "Chosen Courts"). By executing and delivering this Agreement, each of the Parties irrevocably: (i) except as set forth in Article IX, accepts generally and unconditionally submits to the exclusive jurisdiction of the Chosen Courts for any Action relating to this Agreement; (ii) waives any objections which such party may now or hereafter have to the laying of venue of any such Action contemplated by this Section 10.10 and hereby further irrevocably waives and agrees not to plead or claim that any such Action has been brought in an inconvenient forum; (iii) agrees that it will not attempt to deny or defeat the personal jurisdiction of the Chosen Courts by motion or other request for leave from any such court; (iv) agrees that it will not bring any Action contemplated by this Section 10.10 in any court other than the Chosen

Courts; (v) agrees that service of all process, including the summons and complaint, in any Action may be made by registered or certified mail, return receipt requested, to such party at their respective addresses provided in accordance with Section 10.9 or in any other manner permitted by Law; and (vi) agrees that service as provided in the preceding clause (v) is sufficient to confer personal jurisdiction over such Party in the Action, and otherwise constitutes effective and binding service in every respect. Each of the Parties agrees that a final judgment in any Action in a Chosen Court as provided above may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, and each party further agrees to the non-exclusive jurisdiction of the Chosen Courts for the enforcement or execution of any such judgment.

Section 10.11 Incorporation by Reference. Sections 10.4 through 10.6 (*Headings; Entire Agreement; Amendments and Waivers*) and 10.9 through 10.11 (*Waiver of Jury Trial; Severability; Counterparts*) of the Merger Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, except that each reference to “this Agreement,” “any Transaction Document” or “each Transaction Document,” in such sections of each of the Merger Agreement and Separation Agreement shall be deemed to refer to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

JACOBS SOLUTIONS INC.

By: /s/ Justin Johnson

Name: Justin Johnson

Title: Senior Vice President and Corporate Secretary

[Signature Page to Transition Services Agreement]

AMENTUM HOLDINGS, INC.

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

[Signature Page to Transition Services Agreement]

PROJECT SERVICES AGREEMENT

BY AND BETWEEN

JACOBS SOLUTIONS INC.

AND

AMENTUM HOLDINGS, INC.

DATED AS OF SEPTEMBER 27, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
ARTICLE II PROJECT SERVICES	6
Section 2.1 Project Services	6
Section 2.2 Performance of Project Services.	10
Section 2.3 Fees for Project Services	11
ARTICLE III PROJECT MANAGERS; OTHER ARRANGEMENTS	12
Section 3.1 Project Managers	12
Section 3.2 Access	12
ARTICLE IV PAYMENTS; BILLING; TAXES	13
Section 4.1 Procedure	13
Section 4.2 Taxes	14
ARTICLE V TERM AND TERMINATION	14
Section 5.1 Term	14
Section 5.2 Early Termination	14
Section 5.3 Effect of Termination	15
ARTICLE VI CONFIDENTIALITY; PROTECTIVE ARRANGEMENTS	16
Section 6.1 Company and SpinCo Obligations	16
Section 6.2 Privacy and Data Protection Laws	16
Section 6.3 Protective Arrangements	16
ARTICLE VII LIMITED LIABILITY AND INDEMNIFICATION	17
Section 7.1 Limitations on Liability	17
Section 7.2 Recipient Indemnity	17
Section 7.3 Provider Indemnity	18
Section 7.4 Indemnification Procedures	18
Section 7.5 Liability for Payment Obligations	18
Section 7.6 Exclusive Remedy	18
ARTICLE VIII DISPUTES	18
Section 8.1 Dispute Resolution	18
Section 8.2 Escalation; Mediation	19

Section 8.3	Court Actions	20
Section 8.4	Conduct During Dispute Resolution Process	20
Section 8.5	Disputes Over Fees	20
ARTICLE IX MISCELLANEOUS		20
Section 9.1	Further Assurances	20
Section 9.2	Title to Intellectual Property	20
Section 9.3	License	21
Section 9.4	Independent Contractors	21
Section 9.5	Assignability	21
Section 9.6	No Third Party Beneficiaries	21
Section 9.7	Force Majeure	22
Section 9.8	Entire Agreement	22
Section 9.9	Notices	22
Section 9.10	Incorporation by Reference	22
Exhibit A	Intercompany Work Arrangements	
Exhibit B	Form of Work Order	
Exhibit C	Project Services Fee Methodology	
Exhibit D	Stranded Contract Terms	

PROJECT SERVICES AGREEMENT

This PROJECT SERVICES AGREEMENT (this “Agreement”), dated as of September 27, 2024 (the “Effective Date”), is by and between Jacobs Solutions Inc., a Delaware corporation (the “Company”), and Amentum Holdings, Inc., a Delaware corporation (“SpinCo”). The Company and SpinCo are each referred to as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, pursuant to the Separation and Distribution Agreement (the “Separation Agreement”), dated as of November 20, 2023 (the “Signing Date”), by and among the Company, SpinCo, and the other parties thereto, the Company has agreed to assign, transfer and convey to SpinCo, and SpinCo has agreed to acquire from the Company, all of the Company’s right, title and interest in the SpinCo Assets (as defined below), and SpinCo has agreed to assume the SpinCo Liabilities (as defined below) on the terms and subject to the conditions set forth in the Separation Agreement;

WHEREAS, the Company desires to provide, or cause to be provided, to SpinCo, and SpinCo desires to receive from the Company certain Company Project Services (as defined below), and SpinCo desires to provide, or cause to be provided, to the Company, and the Company desires to receive from SpinCo, certain SpinCo Project Services (as defined below) following the Closing Date;

WHEREAS, the Merger Agreement (as defined below) provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Agreement; and

WHEREAS, this Agreement constitutes the Project Services Agreement referenced in the Merger Agreement.

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

AGREEMENT:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“Action” has the meaning set forth in the Separation Agreement.

“Affiliate” has the meaning set forth in the Merger Agreement.

“Agreement” has the meaning set forth in the Preamble.

“Approvals or Notifications” has the meaning set forth in the Separation Agreement.

“Blue Work Orders” has the meaning set forth in Section 2.1(a)(iv).

“Business Day” has the meaning set forth in the Merger Agreement.

“Business Transition Period” has the meaning set forth in Section 2.1(b)(i).

“Client Contract” means (i) a Contract (including a call-off contract or a task, purchase or delivery order under a framework, prime or master Contract) under which the Company (or one of its Subsidiaries or Affiliates) or SpinCo (or one of its Subsidiaries or Affiliates) is obligated to furnish or provide goods or services to a Person and which is typically recorded in the books and records of the Company or SpinCo, respectively, as a contract for the supply of goods or services and/or (ii) a joint venture (including through split equity interests or unincorporated and through Contract) pursuant to which the Company (or one of its Subsidiaries or Affiliates) or SpinCo (or one of its Subsidiaries or Affiliates) jointly performs with a third party (including through a jointly owned company).

“Closing” has the meaning set forth in the Merger Agreement.

“Closing Date” has the meaning set forth in the Merger Agreement.

“Company” has the meaning set forth in the Preamble.

“Company Business” has the meaning set forth in the Separation Agreement.

“Company Business Transition Period” has the meaning set forth in Section 2.1(c)(i).

“Company Group” has the meaning set forth in the Merger Agreement.

“Company Project Services” has the meaning set forth in Section 2.1(a)(iv).

“Confidential Information” means all information of any kind that is either confidential or proprietary, whether or not marked or designated as such.

“Confidentiality Agreement” has the meaning set forth in the Merger Agreement.

“Consent” has the meaning set forth in the Merger Agreement.

“Contract” has the meaning set forth in the Merger Agreement.

“COVID-19” has the meaning set forth in the Merger Agreement.

“COVID-19 Measures” has the meaning set forth in the Merger Agreement.

“Director Designee” has the meaning set forth in Section 8.2(a).

“Dispute” has the meaning set forth in Section 8.1.

“Effective Date” has the meaning set forth in the Preamble.

“Escalation Notice” has the meaning set forth in Section 8.2(a).

“Excluded Asset” has the meaning set forth in the Separation Agreement.

“Excluded Client Contracts” has the meaning set forth in Section 2.1(c)(i).

“Existing Contract” has the meaning set forth in Section 2.1(a)(ii).

“Existing Proposal” has the meaning set forth in Section 2.1(a)(ii).

“Fee Dispute” has the meaning set forth in Section 8.5.

“Fees” has the meaning set forth in Section 2.3.

“Force Majeure” means, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (i) does not arise or result from the fault, negligence or breach of this Agreement by such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence such Party is unable to prevent and (ii) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, governmental action or inaction, compliance with applicable Law or regulation, embargoes, epidemics, pandemics (including any COVID-19 pandemic and any events arising from COVID-19 Measures adopted or enforced after the date of this Agreement), acts of war (declared or undeclared), riots, nuclear incidents, civil commotion, insurrections, fires, explosions, earthquakes, disaster, hurricane, floods, unusually severe weather conditions, labor shortages or unavailability of necessary equipment, slowdown, strike, cyberattack, energy shortage, embargo, systems failure, malfunction or disruption, Internet, electrical, power or other utilities failure, malfunction or disruption, or unavailability of parts or equipment.

“Governmental Authority” has the meaning set forth in the Separation Agreement.

“Government Bid” has the meaning set forth in the Separation Agreement.

“Intellectual Property” has the meaning set forth in the Separation Agreement.

“Intercompany Work Arrangement” has the meaning set forth in Section 2.1(a)(i).

“Interest Payment” has the meaning set forth in Section 4.1(c).

“IT Assets” has the meaning set forth in the Separation Agreement.

“Law” has the meaning set forth in the Separation Agreement.

“Liability” has the meaning set forth in the Separation Agreement.

“Losses” has the meaning set forth in the Merger Agreement.

“Merger Agreement” has the meaning set forth in the Separation Agreement.

“New Proposal” has the meaning set forth in Section 2.1(a)(iii).

“Non-Transferring SpinCo Client Contract” has the meaning set forth in Section 2.1(b)(i).

“Parties” and “Party” have the meanings set forth in the Preamble.

“Person” has the meaning set forth in the Separation Agreement.

“Personnel” means, with respect to any Person, any of such Person’s directors, officers, employees, agents, independent contractors, permitted subcontractors and consultants.

“Project Managers” has the meaning set forth in Section 3.1.

“Project Service Period” has the meaning set forth in Section 2.1(a)(vi).

“Project Services” has the meaning set forth in Section 2.1(a)(iv).

“Provider” means (i) with respect to a Company Project Service, the Company, and (ii) with respect to a SpinCo Project Service, SpinCo.

“Provider Indemnitees” has the meaning set forth in Section 7.2.

“Provider Systems” means, with respect to each Project Service, the IT Assets, information, Software or other Technology owned or controlled by Provider or any of its Affiliates that is required for Recipient’s receipt or use of such Project Service.

“Recipient” means (i) with respect to a Company Project Service, SpinCo, and (ii) with respect to a SpinCo Project Service, the Company.

“Recipient Group” means (i) with respect to the Company, Company Group, and (ii) with respect to SpinCo, SpinCo Group and its Subsidiaries.

“Recipient Indemnitees” has the meaning set forth in Section 7.3.

“Recipient Systems” means, with respect to each Project Service, the IT Assets, information, Software or other Technology owned or controlled by Recipient or any of its Affiliates that is required for its use of such Project Services or Provider’s provision of such Project Service.

“Red Work Orders” has the meaning set forth in Section 2.1(a)(iv).

“Separation Agreement” has the meaning set forth in the Recitals.

“Service Noncompliance” has the meaning set forth in Section 5.2(a)(ii).

“Signing Date” has the meaning set forth in the Recitals.

“Software” has the meaning set forth in the Separation Agreement.

“SpinCo” has the meaning set forth in the Preamble.

“SpinCo Assets” has the meaning set forth in the Separation Agreement.

“SpinCo Business” has the meaning set forth in the Separation Agreement.

“SpinCo Group” has the meaning set forth in the Separation Agreement.

“SpinCo Liabilities” has the meaning set forth in the Separation Agreement.

“SpinCo Project Services” has the meaning set forth in Section 2.1(a)(iv).

“Subsidiary” has the meaning set forth in the Merger Agreement.

“Tax” has the meaning set forth in the Separation Agreement.

“Technology” has the meaning set forth in the Separation Agreement.

“Third Party” means any Person other than the Parties or any of their Affiliates.

“Third Party Approval” has the meaning set forth in Section 2.2(c).

“Third Party Service Provider” means one or more Third Parties engaged by Provider to provide Project Services in accordance with the terms of this Agreement.

“Transaction Documents” has the meaning set forth in the Merger Agreement.

“Transaction Taxes” has the meaning set forth in Section 4.2(a).

“Work Order” has the meaning set forth in Section 2.1(a)(iv).

ARTICLE II

PROJECT SERVICES

Section 2.1 Project Services and Stranded Contracts.

(a) Project Services.

(i) General. It is acknowledged that (A) certain services performed by the SpinCo Business for its clients are executed in part by employees and consultants that will remain with the Company Business and (B) certain services performed by the Company Business for its clients are executed in part by employees and consultants that will be transferred with the SpinCo Business (each such arrangement described in clause (A) or (B), an “Intercompany Work Arrangement”).

(ii) Existing Contracts; Existing Proposals. Attached hereto as Exhibit A is a list of: (A) known Intercompany Work Arrangements between the SpinCo Business and the Company Business with respect to each Client Contract outstanding as of the date hereof (an “Existing Contract”); and (B) planned Intercompany Work Arrangements between the SpinCo Business and the Company Business for each proposal or offer for a Client Contract that is outstanding as of the date hereof (an “Existing Proposal”). During the six (6)-month period immediately following the date hereof, SpinCo or the Company may identify in writing to the other Party additional Intercompany Work Arrangements between the SpinCo Business and the Company Business with respect to any Client Contract or proposal or offer for a Client Contract that was outstanding as of the date hereof but not previously identified on Exhibit A, which in each case will be deemed to be an Existing Contract or Existing Proposal, as applicable, and Exhibit A shall be updated accordingly (but no update of Exhibit A will require a formal amendment of this Agreement).

(iii) New Proposals. Within sixty (60) days immediately following (A) for existing Client Contracts, the date hereof, and (B) for new Client Contracts, the date of the award of such Client Contract, as applicable, each of SpinCo and the Company shall submit a list to the other Party of each proposal or offer for a Client Contract that was submitted to a third party by the SpinCo Business or the Company Business, respectively, during the forty-five (45)-day period immediately following the date hereof and the Intercompany Work Arrangements between the SpinCo Business and the Company Business with respect to such proposal or offer (a “New Proposal”). Each New Proposal validly identified pursuant to this Section 2.1(a)(iii) shall be added to Exhibit A.

(iv) Blue and Red Work Orders. For each (A) Existing Contract and (B) Existing Proposal identified on Exhibit A as of the date hereof, the Company and SpinCo have agreed on a discrete work order substantially in the form attached hereto as Exhibit B (each, a “Work Order”); provided that such Work Order may be subject to negotiation and modification to tailor the terms of such Work Order to the specific scope of services, schedule, compensation and other commercial arrangements relevant to the applicable underlying Client Contract, outlining the Intercompany Work Arrangements between the SpinCo Business and the Company Business with respect to the applicable Existing Contract or Existing Proposal, including specific staffing, compensation arrangements, and an indicative schedule. Each Work Order requiring the SpinCo Business to furnish services to the Company Business (“SpinCo Project Services”) shall be referred to as “Red Work Orders.” Each Work Order requiring the Company Business to furnish services to the SpinCo Business (“Company Project Services” and, together with the SpinCo Project Services, the “Project Services”) shall be referred to as “Blue Work Orders.”

(v) Delivery of Additional Work Orders. For each (A) Existing Contract, (B) Existing Proposal, and (C) New Proposal added to Exhibit A after the date hereof in accordance with this Agreement, (i) the Company shall deliver a Red Work Order to SpinCo outlining the Intercompany Work Arrangements from the SpinCo Business to the Company Business with respect to the applicable Existing Contract, Existing Proposal or New Proposal, including specific staffing, compensation arrangements, and an indicative schedule, which Red Work Order shall be reasonably acceptable to each of SpinCo and the Company, and (ii) SpinCo shall deliver a Blue Work Order to the Company outlining the Intercompany Work Arrangements from the Company Business to the SpinCo Business with respect to the applicable

Existing Contract, Existing Proposal or New Proposal, including specific staffing, compensation arrangements, and an indicative schedule, which Blue Work Order shall be reasonably acceptable to each of SpinCo and the Company.

(vi) Performance Period. Each Blue Work Order or Red Work Order, as applicable, and the Project Services to be performed pursuant thereto shall be performed by the SpinCo Business or the Company Business, as applicable, and extend for the following periods: (A) in respect of each Existing Contract, the period beginning on the date hereof and ending on the date the Existing Contract is completed, terminated or expires, and (B) in respect of each Existing Proposal or New Proposal, the period beginning upon execution of the Client Contract with respect thereto and proper notification to the other Party of such execution and ending on the date such Client Contract is completed, terminated or expires (the “Project Service Period”); provided that, notwithstanding the foregoing, any Blue Work Order or Red Work Order, as applicable, and the Project Services to be performed thereunder, and the Project Service Period with respect thereto, may be earlier cancelled or terminated as permitted by Section 5.2. For the avoidance of doubt, the SpinCo Business and the Company Business shall provide Project Services for each applicable Work Order regardless of which Party holds the applicable assets related to the SpinCo Business and the Company Business at the time of such performance.

(vii) Modification. Blue Work Orders and Red Work Orders, including the specific staffing, compensation arrangements and indicative schedule contained therein, shall be modified to reflect any amendment, modification or extension of the underlying Client Contract (after notice of such amendment, modification or extension is delivered to the other Party) solely to the extent, and to reflect, any such amendment, modification or extension that is executed in the ordinary course of business consistent with past practice of existing work orders for such Client Contract and the original scope of such Client Contract; provided that no extension shall exceed twelve (12) months unless by mutual agreement of the Parties.

(viii) Future Project Services. Either Party may reasonably request additional services to be provided during the term of this Agreement with respect to proposals and offers for Client Contracts to be submitted by the SpinCo Business or the Company Business, as applicable, more than sixty (60) days immediately following (A) for existing Client Contracts, the date hereof, or (B) for new Client Contracts, the date of the award of such Client Contract, as applicable, in response to which the other Party shall consider in good faith accommodating any such request to the extent reasonable under the circumstances. The Party receiving such request shall respond to the other Party within ten (10) Business Days of receipt of such request.

(b) Stranded Contracts - SpinCo Business Transition Period.

(i) Company Obligations. Where Section 2.4(a) of the Separation Agreement applies in respect of any Client Contract that is a SpinCo Asset (each a “Non-Transferring SpinCo Client Contract”), then for each such Non-Transferring SpinCo Client Contract for the period from the Closing Date to the earlier to occur of the relevant Approvals or Notifications being obtained or made and the termination or expiration of the applicable Non-Transferring SpinCo Client Contract (the “Business Transition Period”), subject to the terms and

conditions of this Agreement and save as otherwise agreed by the Parties pursuant to Section 2.4(a) of the Separation Agreement, the Company shall:

(A) undertake any mutually agreeable, commercially reasonable and lawful arrangement designed to provide to SpinCo the benefits (including the exercise of the Company's or its applicable Subsidiaries' rights) under, or with respect to, any applicable Non-Transferring SpinCo Client Contract held by the Company or any of its Subsidiaries;

(B) hold all monies paid to the Company or any of its Subsidiaries in respect of any applicable Non-Transferring SpinCo Client Contract then held by the Company or any of its Subsidiaries in trust for the account of SpinCo;

(C) promptly remit all money received pursuant to clause (B) above to SpinCo; and

(D) exercise its legal rights to manage and perform under the applicable Non-Transferring SpinCo Client Contracts as reasonably and lawfully directed by SpinCo and at the expense and for the account of SpinCo.

(ii) SpinCo Rights and Obligations. Subject to the terms and conditions of this Agreement and save as otherwise agreed by the Parties pursuant to Section 2.4(a) of the Separation Agreement, during any Business Transition Period, SpinCo shall or shall cause the SpinCo Business to (including through its rights in respect of the applicable Non-Transferring SpinCo Client Contracts):

(A) perform all obligations required pursuant to or in connection with each applicable Non-Transferring SpinCo Client Contract, in each case then held by the Company or any of its Subsidiaries, to the maximum extent possible, and until the transfer of such Client Contract to SpinCo or its Affiliates;

(B) take such actions, at the expense and for the account of SpinCo, as may be requested from time to time by the Company so as to put the Company and the Company Business in the same position as if the applicable Non-Transferring SpinCo Client Contracts had transferred at the Closing as a SpinCo Asset;

(C) make decisions and direct the Company with respect to the management and performance of the applicable Non-Transferring SpinCo Client Contracts; and

(D) defend, indemnify and hold harmless the Company and the Company Business and their respective representatives for any and all Losses or Liabilities arising out of or relating to any applicable Non-Transferring SpinCo Client Contract.

(iii) Additional Terms. The Parties acknowledge and agree that, during the Business Transition Period, at either Party's election but subject to such modifications or

adjustments as may be necessary such that the terms are mutually agreed, the additional terms set forth on Exhibit D or such other additional terms as the Parties may agree (each acting reasonably) shall govern the Parties' administration of any Non-Transferring SpinCo Client Contract to implement the requirements of Sections 2.1(b)(i) and (ii) in respect of such Client Contract.

(iv) Agreed Treatment. The Parties acknowledge and agree that, notwithstanding anything to the contrary herein and to the extent permitted under applicable Law, the Parties shall treat SpinCo or the applicable Subsidiary of SpinCo, as the case may be, as the owner of all of the applicable Non-Transferring SpinCo Client Contracts as of the Closing Date for all purposes (including Tax purposes).

(c) Stranded Contracts - Company Business Transition Period.

(i) SpinCo Obligations. Where Section 2.4(a) of the Separation Agreement applies in respect of any Company Group Client Contract that is an Excluded Asset (such Client Contracts, the "Excluded Client Contracts"), then for each such Excluded Client Contract for the period from the Closing Date to the earlier to occur of (x) the obtaining of the relevant Approval or Notification and (y) the termination or expiration of the applicable Excluded Client Contract (the "Company Business Transition Period"), subject to the terms and conditions of this Agreement and the other Transaction Documents and save as otherwise agreed by the Parties pursuant to Section 2.4(a) of the Separation Agreement, SpinCo shall:

(A) undertake any mutually agreeable, commercially reasonable and lawful arrangement designed to provide to the Company the benefits (including the exercise of SpinCo's or its applicable Affiliates' rights) under, or with respect to, any applicable Excluded Client Contract held by SpinCo or any of its Affiliates;

(B) hold all monies paid to SpinCo or any of its Affiliates in respect of any applicable Excluded Client Contract then held by SpinCo or any of its Affiliates in trust for the account of the Company;

(C) promptly remit all money received pursuant to clause (B) above to the Company; and

(D) exercise its legal rights to manage and perform under the applicable Excluded Client Contracts as reasonably and lawfully directed by the Company and at the expense and for the account of the Company.

(ii) Company Rights and Obligations. Subject to the terms and conditions of this Agreement and save as otherwise agreed by the Parties pursuant to Section 2.4(a) of the Separation Agreement, during the Company Business Transition Period, the Company shall, or shall cause the Company Business to:

(A) perform all obligations required pursuant to or in connection with each applicable Excluded Client Contract in each case then held by SpinCo or any

of its Affiliates, to the maximum extent possible, and until the transfer of such Excluded Client Contract to Company Group;

(B) take such actions, at the expense and for the account of the Company, as may be requested from time to time by SpinCo so as to put SpinCo and the SpinCo Business in the same position as if the applicable Excluded Client Contracts had been held by Company Group at the Closing as an Excluded Asset;

(C) make decisions and direct SpinCo with respect to the management and performance of the applicable Excluded Client Contracts; and

(D) defend, indemnify and hold harmless SpinCo and the SpinCo Business and their respective representatives for any and all Losses or Liabilities arising out of or relating to any applicable Excluded Client Contract.

(iii) Additional Terms. The Parties acknowledge and agree that, during the Company Business Transition Period, at either Party's election but subject to such modifications or adjustments as may be necessary such that the terms are mutually agreed, the additional terms set forth on Exhibit D or such other additional terms as the Parties may agree (each acting reasonably) shall govern the Parties' administration of any Excluded Client Contract to implement the requirements of Sections 2.1(c)(i) and (ii) in respect of such Client Contract.

(iv) Agreed Treatment. The Parties acknowledge and agree that, notwithstanding anything to the contrary herein and to the extent permitted under applicable Law, the Parties shall treat the Company or its applicable Subsidiary, as the case may be, as the party to each Excluded Client Contract as of the Closing Date for all purposes (including Tax purposes).

Section 2.2 Performance of Project Services.

(a) Except as set forth in any Work Order, the Provider shall exercise reasonable skill, care and diligence in the performance of the Project Services and shall use commercially reasonable efforts to comply with the terms of the applicable Client Contract in the performance of the Project Services to the extent that the same apply to the Project Services.

(b) Each Party shall be responsible for its own compliance with any and all Laws or rules of professional conduct applicable to its performance under this Agreement. No Party shall take any action in violation of any such applicable Law or rules of professional conduct that results in Liability being imposed on the other Party. Nothing in this Agreement shall require Provider to perform or cause to be performed any Project Service to the extent that the manner of such performance would constitute a violation of any applicable Law or rules of professional conduct or any existing Contract with a Third Party as of the Effective Date. If Provider is or becomes aware of any such violation of any applicable Law, rules of professional conduct or existing Contract with a Third Party, Provider shall advise Recipient of such violation, subject to any applicable confidentiality obligation, and Provider and Recipient will mutually seek a reasonable alternative that eliminates such violation. If a change in or addition to any applicable Law or rules of professional conduct comes into effect after the Signing Date and causes Provider to incur additional out-of-pocket expenses in providing the Project Services,

Provider shall advise Recipient of such additional out-of-pocket expenses, and Provider and Recipient will mutually seek a reasonable alternative that minimizes such additional out-of-pocket expenses. Any additional out-of-pocket expenses arising from the foregoing shall be allocated as agreed by the applicable Recipient.

(c) The Parties agree to cooperate in good faith and use commercially reasonable efforts to obtain any necessary Consent or order of, or any exemption by, any Third Party (each, a “Third Party Approval”) required under any Contract with a Third Party to allow Provider to perform, or cause to be performed, all Project Services to be provided by Provider hereunder; provided that neither Party shall be required to accept any terms or conditions, commit to pay any amount, incur any obligation in favor of or offer or grant any accommodation (financial or otherwise), regardless of any provision to the contrary in such existing Contract, to any Third Party to obtain any such Third Party Approval. Unless otherwise agreed in writing by the Parties, if there are any out-of-pocket costs, expenses or Liabilities incurred or required to be incurred by Provider or any of its Subsidiaries in connection with obtaining any such Third Party Approval (including, if agreed by the Parties, the amount paid, obligation incurred or accommodation granted to Third Parties to obtain such Third Party Approval) that is required to allow Provider to perform or cause to be performed such Project Services, then the applicable Recipient of such Project Service shall elect to either (i) pay such out-of-pocket costs, Fees or expenses or assume such Liability, in addition to any other costs, Fees or expenses such Recipient is otherwise required to pay under this Agreement, or (ii) decline such Project Service; provided that the Parties shall use commercially reasonable efforts to minimize such out-of-pocket costs, expenses and Liabilities. If the Parties, despite using commercially reasonable efforts, are unable to obtain any required Third Party Approval, or mutually decide not to seek or obtain any required Third Party Approval, the Parties shall use commercially reasonable efforts to negotiate in good faith reasonable modifications to the Project Services or the provision of substitute services (which substitute services shall be deemed “Project Services” hereunder), such that such Third Party Approvals are not required. Any incremental out-of-pocket costs and expenses incurred by or on behalf of Provider with respect to such mutually agreed modifications or substitute services shall be allocated as agreed by the Parties. Notwithstanding anything to the contrary herein, subject to Provider complying with its obligations under this Section 2.2(c), Provider will not be in breach of this Agreement or have any Liability to the Recipient Group as a result of any non-performance of, or other effect upon, any applicable Project Services solely as a result of any failure to obtain any such Third Party Approval. If any Third Party Approval is required to be obtained for the receipt of the Project Services as a result of any Third Party relationship, contractual commitment or legal obligation of Recipient or any member of the Recipient Group for the receipt of Project Services, Recipient shall be responsible for obtaining any such Third Party Approval at its sole cost and expense; provided that Provider shall reasonably cooperate with and assist Recipient in obtaining such Consent.

Section 2.3 Fees for Project Services. For each Project Service, Recipient shall compensate Provider at the rates, fees and markups established in the applicable Work Order (collectively, the “Fees”). The Fees set forth in each Work Order shall be consistent with the applicable underlying Client Contract, applicable Law and the methodology set forth on Exhibit C; provided that, during the first three (3) months immediately following the date hereof, either Recipient or Provider may request that the Fees set forth in a Work Order be updated to the extent such Fees are not consistent with the applicable underlying Client Contract and the

methodology set forth on Exhibit C. If no compensation or payment arrangement is identified in a Work Order, Provider shall be entitled to receive the direct wage or unburdened hourly rate at which the applicable employee(s) providing such Project Service was billed to Third Parties immediately prior to the date hereof plus a markup of ten percent (10.0%), which hourly rate shall be consistent with the methodology set forth on Exhibit C.

ARTICLE III

PROJECT MANAGERS; OTHER ARRANGEMENTS

Section 3.1 Project Managers. The Company and SpinCo shall each appoint and designate an individual to act as its initial manager with overall responsibility for all Project Services (the “Project Managers”). The Company and SpinCo shall provide each other with written notice of the identity and title of its Project Manager upon execution of this Agreement. The Project Managers shall work with the respective Personnel of each Party and Third Party Service Providers to periodically address issues and matters raised by the other Party relating to the provision of Project Services. The Project Managers or other personnel with relevant knowledge and experience shall be primarily responsible for identifying any significant actual or potential Organizational Conflict of Interest (as defined in Federal Acquisition Regulation 2.101) that arises through performance of any Work Order, and SpinCo and the Company shall address such actual or potential Organizational Conflict of Interest in accordance with Section 7.8 of the Separation Agreement, *mutatis mutandis*. All communications between the Parties pursuant to this Agreement regarding routine matters involving a Project Service shall be directed to the applicable Project Manager, and all other communications between the Parties pursuant to Article II (other than the negotiation and execution of any written agreement that amends the applicable Work Order, which shall be sent in accordance with the provisions of Section 9.9) shall be directed to the applicable Project Manager. Each Party shall notify the other Party of any change in the status of its Project Manager that would affect such Project Manager’s ability to carry out the responsibilities set forth in this Section 3.1 at least five (5) Business Days prior to such change. Either Party may replace the individual designated as a Project Manager upon at least fifteen (15) Business Days’ notice to the other Party, such notice to be sent to the Project Manager for the other Party.

Section 3.2 Access. Recipient shall, and shall cause its Subsidiaries to, allow Provider and its Subsidiaries and Third Party Service Providers and their respective representatives reasonable access, during normal business hours and upon reasonable advance notice to Recipient, to the properties, facilities, information, systems, Technology, infrastructure and Personnel of Recipient and its Subsidiaries that is necessary for Provider and its Subsidiaries and Third Party Service Providers and their respective representatives to fulfill their obligations under this Agreement and any applicable Work Order. Provider agrees that all of its and its Subsidiaries’ employees shall, and that it shall use commercially reasonable efforts to cause its Third Party Service Providers and representatives’ employees to, when on the property of Recipient or its Subsidiaries, or when given access to any properties, facilities, information, systems, Technology, infrastructure or Personnel of Recipient or its Subsidiaries, (a) conform to the reasonable security policies and procedures of Recipient and its Subsidiaries, as applicable, that are made known or provided to Provider reasonably in advance; (b) not attempt to obtain access to, use or interfere with, any Recipient Systems, or any data owned, used or processed by

Recipient, except to the extent required or appropriate to do so to provide the Project Services and (c) notify Recipient as promptly as reasonably practicable after becoming aware of any identified breach or suspected material breach of security of the Recipient Systems in connection with access by Provider or its Subsidiaries, Third Party Service Providers or their respective representatives or any destruction, Loss, alteration or unauthorized disclosure of, or access to, non-public information contained therein or any other sensitive or confidential information (including information relating to an identified or identifiable individual) supplied by or on behalf of Recipient in connection with this Agreement and, in the event of any such actual or suspected breach or destruction, loss, alteration, disclosure or access, each Party shall, and shall cause its applicable Affiliates, employees or subcontractors, to use commercially reasonable efforts to cooperate with the other Party in investigating and mitigating the effect thereof.

ARTICLE IV

PAYMENTS; BILLING; TAXES

Section 4.1 Procedure.

(a) Fees for the Project Services shall be charged to and payable by Recipient. Amounts payable pursuant to this Agreement shall be paid by wire transfer (or such other method of payment as may be agreed between the Parties from time to time) to Provider (as directed in writing by Provider) on a monthly basis, which amounts shall be due within forty-five (45) days of Recipient's receipt of each such invoice for the Fees. All amounts due and payable hereunder shall be invoiced and paid in the currency of the country of origin of the services at the prevailing exchange rate as of the date of such invoice, or as otherwise set forth in the applicable Work Order.

(b) As promptly as reasonably practicable following the request of the Recipient, Provider shall cooperate and provide such reasonably available information and back-up therefor as reasonably requested by the Recipient to the extent reasonably required to permit the Recipient to review, evaluate and verify the amounts set forth in any invoice delivered to the Recipient in connection with the Project Services hereunder. If following any such review, any overpayment above the amounts required to be paid pursuant to this Agreement by the Recipient is determined to have occurred, the Provider shall promptly refund the amounts of such overpayment to the Recipient or credit the amount of such overpayment to Recipient's next payment due.

(c) Late Payments. Fees not paid when due pursuant to this Agreement (and any other amounts billed or otherwise invoiced or demanded and payable hereunder that are not paid within forty-five (45) days of the receipt of such bill, invoice or other demand) shall accrue interest at an annual rate equal to the prime rate set forth in the *Wall Street Journal* in effect on the date such payment was due *plus* two percent (2.0%) or the maximum rate under applicable Law, whichever is lower (the "Interest Payment"). In addition, Recipient shall indemnify Provider for its reasonable and documented out-of-pocket costs, including reasonable attorneys' fees and disbursements, incurred to collect any such unpaid amount.

Section 4.2 Taxes.

(a) All Fees for Project Services shall be exclusive of any value added, goods and services, sales, use, consumption, excise, service, transfer, stamp, documentary, filing, recordation Taxes or similar Taxes ("Transaction Taxes"). Without limiting any provision of this Agreement, Recipient shall be responsible for all Transaction Taxes imposed or assessed with respect to the provision of Project Services by Provider. Provider and Recipient shall cooperate to minimize any Transaction Taxes and in obtaining any refund, return or rebate, or applying an exemption or zero-rating for Project Services giving rise to any Transaction Taxes, including by filing any exemption or other similar forms or providing valid tax identification number or other relevant registration numbers, certificates or other documents. Recipient and Provider shall cooperate regarding any requests for information, audit, or similar request by any taxing authority concerning Transaction Taxes payable with respect to Project Services provided pursuant to this Agreement.

(b) All payments made by or on behalf of Recipient under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, unless Recipient is required to withhold or deduct Taxes under applicable Law. If Recipient is so required to withhold or deduct any amount for or on account of Taxes from any payment made pursuant to this Agreement, Recipient shall (i) promptly notify Provider of such required deduction or withholding and the amount of payment due from Recipient, (ii) make such deductions or withholdings as are required by applicable Law, and (iii) timely pay the full amount deducted or withheld to the relevant taxing authority. Recipient shall not be required to pay any additional amounts to Provider to account for, or otherwise compensate Provider for, any deduction or withholding for or on account of Taxes.

ARTICLE V

TERM AND TERMINATION

Section 5.1 Term. This Agreement shall commence at the Effective Date and shall remain in effect until terminated in accordance with this Article V. This Agreement shall terminate upon the earliest to occur of (a) the mutual written agreement of the Parties to terminate this Agreement in its entirety or (b) the later of (i) the date when the Project Service Period has expired with respect to all Project Services, (ii) the date when the Company Business Transition Period has expired and (iii) the date when the Business Transition Period has expired. Unless earlier terminated pursuant to Section 5.2, each Project Service shall terminate as of the close of business on the last day of the Project Service Period for such Project Service.

Section 5.2 Early Termination.

(a) Without prejudice to Recipient's rights with respect to Force Majeure, Recipient may from time to time terminate this Agreement with respect to the entirety of any individual Project Service, but not a portion thereof:

- (i) by mutual agreement;

(ii) if a client terminates or suspends (in whole or in part) or otherwise reduces the scope of services to be provided in respect of the applicable Client Contract; or

(iii) if Provider has failed to perform any of its material obligations under this Agreement with respect to such Project Service, and such failure shall continue to be uncured for a period of at least thirty (30) days after receipt by Provider of written notice specifying the details of such failure from Recipient (such failure to perform, a “Service Noncompliance”); provided that, notwithstanding the foregoing, a Service Noncompliance shall be deemed not to occur to the extent Provider is not able to provide the Project Services or cure such noncompliance as a result of (A) a Force Majeure, (B) Recipient’s breach of this Agreement or (C) Provider’s compliance with applicable Law or rules of professional conduct; provided, further, that Recipient shall not be entitled to terminate the applicable Project Service if, as of the end of such period, there remains a good-faith Dispute between the Parties as to whether any such Service Noncompliance exists or Provider has cured such Service Noncompliance.

(b) Provider may terminate this Agreement with respect to any individual Project Service, at any time upon prior written notice to Recipient if Recipient has failed to perform any of its material obligations under this Agreement relating to such Project Service, including making payment of Fees for such Project Service when due, and such failure shall continue to be uncured for a period of at least thirty (30) days after receipt by Recipient of a written notice of such failure from Provider; provided that Provider shall not be entitled to terminate the applicable Project Service if, as of the end of such period, there remains a good-faith Dispute between the Parties as to whether any such breach exists or Recipient has cured such breach.

(c) Either Party may terminate this Agreement upon written notice to the other Party if the other Party (i) files a petition in bankruptcy, (ii) becomes or is declared insolvent, (iii) becomes the subject of any proceedings (not dismissed within fifteen (15) days of being filed or commenced) related to its liquidation, insolvency or the appointment of a receiver, provisional liquidator, conservator, custodian, trustee or other similar official, (iv) makes an assignment or any general arrangement for the benefit of creditors or (v) takes any corporate action for its winding up or dissolution.

Section 5.3 Effect of Termination. Upon the termination of any Project Service pursuant to this Agreement, Provider shall have no further obligation to provide such terminated Project Service, and Recipient shall have no obligation to pay any Fees relating to such Project Service for the period following the effective date of the termination of such Project Service; provided that Recipient shall remain obligated to Provider for (a) the Fees owed and payable in respect of Project Services provided prior to or on the effective date of the termination of such Project Service and (b) costs and expenses that are reimbursable under the terms of the relevant Work Order. In connection with the termination of any Project Service, the provisions of this Agreement not relating solely to such terminated Project Service shall survive any such termination, and in connection with a termination or the expiration of this Agreement, Article I, this Article V, Article VI, Article VII, Article IX, and any other Section or Article that by its terms is intended to survive the termination or expiration of this Agreement, and all Liability for

all due and unpaid Fees and reimbursable costs and expenses, shall continue to survive the termination or expiration of this Agreement indefinitely.

ARTICLE VI

CONFIDENTIALITY; PROTECTIVE ARRANGEMENTS

Section 6.1 **Company and SpinCo Obligations.** Subject to Section 6.3, until the five (5)-year anniversary of the date of the termination or expiration of this Agreement, each of the Company and SpinCo, on behalf of itself and each of its Affiliates and Subsidiaries, agrees to hold, and to direct its representatives to hold, in strict confidence, all Confidential Information concerning the other Party or its Subsidiaries or their respective businesses that is furnished by such other Party or such other Party's Subsidiaries or their respective representatives at any time pursuant to this Agreement, using at least the same standard of care to prevent the public disclosure and dissemination thereof that such Party would apply to its own Confidential Information of like nature and significance. Neither Party shall use any Confidential Information of the other Party other than in connection with this Agreement, except, in each case, to the extent that such Confidential Information is or was (a) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any of its Subsidiaries or any of their respective representatives in violation of this Agreement, (b) later lawfully acquired from other sources by such Party or any of its Subsidiaries, which sources are not themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such Confidential Information or (c) independently developed or generated without reference to or use of the Confidential Information of the other Party or any of its Subsidiaries.

Section 6.2 **Privacy and Data Protection Laws.** In its performance of this Agreement and any applicable Work Order, each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of the Project Services under this Agreement.

Section 6.3 **Protective Arrangements.** If a Party or any of its Subsidiaries either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any of its Subsidiaries) that is required to remain confidential pursuant to Section 6.1, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. If such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or such Governmental Authority, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, in each case to the extent legally permitted.

ARTICLE VII

LIMITED LIABILITY AND INDEMNIFICATION

Section 7.1 Limitations on Liability.

(a) EXCEPT AS SET FORTH IN SECTION 7.1(c), THE CUMULATIVE AGGREGATE LIABILITIES OF PROVIDER AND ITS SUBSIDIARIES, COLLECTIVELY, UNDER THIS AGREEMENT FOR ANY ACT OR FAILURE TO ACT IN CONNECTION HERewith (INCLUDING THE PERFORMANCE OR BREACH OF THIS AGREEMENT), OR FROM THE SALE, DELIVERY, PROVISION, RECEIPT, USE OF OR FAILURE TO PROVIDE ANY PROJECT SERVICES PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED (1) IN RESPECT OF EACH WORK ORDER, RECIPIENT'S LIABILITY UNDER THE APPLICABLE UNDERLYING CLIENT CONTRACT, AND (2) IN RESPECT OF ALL OBLIGATIONS UNDER THIS AGREEMENT OTHER THAN IN RESPECT OF ANY WORK ORDER, THE AGGREGATE FEES ACTUALLY PAID AS OF SUCH TIME TO PROVIDER BY RECIPIENT PURSUANT TO THIS AGREEMENT, PROVIDED, FOR THE AVOIDANCE OF DOUBT, THAT THIS CLAUSE (2) SHALL NOT LIMIT ANY LIABILITY ALLOWABLE UNDER THE FOREGOING CLAUSE (1).

(b) IN NO EVENT SHALL EITHER PARTY, ITS SUBSIDIARIES OR THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, DIMINUTION IN VALUE OR DAMAGES CALCULATED BASED ON MULTIPLES OF REVENUE, EARNINGS OR OTHER METRICS (INCLUDING LOST PROFITS OR LOST REVENUES) IN CONNECTION WITH THE SALE, DELIVERY, PROVISION, RECEIPT OR USE OF OR FAILURE TO PROVIDE PROJECT SERVICES PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT (UNLESS SUCH DAMAGES ARE ACTUALLY AWARDED AND PAID TO AN UNAFFILIATED THIRD PARTY BY A COURT OF COMPETENT JURISDICTION IN RESPECT OF A THIRD PARTY CLAIM), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND EACH PARTY HEREBY WAIVES ON BEHALF OF ITSELF, ITS SUBSIDIARIES AND ITS REPRESENTATIVES ANY CLAIM FOR SUCH DAMAGES.

(c) The limitations set forth in Sections 7.1(a) and (b), shall not apply in respect of any Losses arising out of or in connection with (i) fraud or willful misconduct of or by the Party to be charged, (ii) either Party's liability for breaches of confidentiality obligations under Article VI, or (iii) Fees or other reimbursable costs or expenses pursuant to this Agreement. The limitations in Section 7.1(a) shall not apply in respect of any Losses arising out of or in connection with any Non-Transferring SpinCo Client Contract or Excluded Client Contract (except to the extent related to any Work Order entered into in connection therewith).

Section 7.2 Recipient Indemnity. Subject to Section 7.1, without limiting any of the indemnification, damages or remedy provisions that are expressly contained in the Merger

Agreement, the Separation Agreement or any other Transaction Document (including Section 7.8 of the Merger Agreement and Section 2.14 and Article VI of the Separation Agreement), Recipient agrees to indemnify, defend and hold harmless Provider, its Subsidiaries and each of their respective representatives, and each of the successors and assigns of any of the foregoing (collectively, the “Provider Indemnitees”), from and against any and all Losses to the extent arising from, relating to or in connection with (a) Recipient’s breaches of confidentiality obligations under Article VI or obligations to pay Fees, reimbursable costs and expenses, or other amounts due and payable under this Agreement and (b) Recipient’s gross negligence, fraud or willful misconduct in connection with this Agreement.

Section 7.3 Provider Indemnity. Subject to Section 7.1 and without limiting any of the indemnification, damages or remedy provisions that are expressly contained in the Merger Agreement, the Separation Agreement or any other Transaction Document (including Section 7.8 of the Merger Agreement and Section 2.14 and Article VI of the Separation Agreement), Provider agrees to indemnify, defend and hold harmless Recipient, its Subsidiaries and each of their respective representatives, and each of the successors and assigns of any of the foregoing (collectively, the “Recipient Indemnitees”), from and against any and all Losses to the extent arising from, relating to or in connection with (a) Provider’s breaches of confidentiality obligations under Article VI, and (b) Provider’s gross negligence, fraud or willful misconduct in connection with this Agreement.

Section 7.4 Indemnification Procedures. The procedures for indemnification set forth in Article VI of the Separation Agreement shall govern claims for indemnification under this Agreement.

Section 7.5 Liability for Payment Obligations. Nothing in this Article VII shall be deemed to eliminate or limit, in any respect, Recipient’s obligations to pay Fees, reimbursable costs and expenses or other amounts due and payable under this Agreement.

Section 7.6 Exclusive Remedy. Notwithstanding anything to the contrary herein, the provisions of Sections 7.2, 7.3 and 7.5 shall, to the maximum extent permitted by applicable Law, be the sole and exclusive remedies of Provider Indemnitees and Recipient Indemnitees, as applicable, for any Liability relating to or arising from this Agreement and the transactions contemplated hereby, and each Party hereby waives and releases, to the fullest extent permitted by applicable Law, any and all other rights, remedies, claims and causes of action (including rights of contributions, if any), whether known or unknown, foreseen or unforeseen, which exist or may arise in the future, whether arising from or based upon statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise that any Party may have against the other Party under this Agreement; provided, however, that the foregoing shall not deny (a) any Party equitable remedies with respect to breaches of confidentiality obligations under Article VI or (b) any Party or its Affiliates any remedies under the Separation Agreement or any other Transaction Document.

ARTICLE VIII

DISPUTES

Section 8.1 Dispute Resolution. In the event of any controversy, dispute or claim arising out of or relating to any Party's rights or obligations under this Agreement (whether arising in contract, tort or otherwise), calculation or allocation of the costs of any Project Service or otherwise arising out of or relating in any way to this Agreement (including the interpretation or validity of this Agreement) (a "Dispute"), the Parties agree that each Party's Project Manager (or such other persons as the Parties may designate) shall negotiate in good faith in an attempt to resolve such Dispute amicably. It is the intent of the Parties to use their respective commercially reasonable efforts to resolve expeditiously any Dispute that may arise from time to time on a mutually acceptable negotiated basis.

Section 8.2 Escalation; Mediation.

(a) In furtherance of the foregoing, if such Dispute has not been resolved to the mutual satisfaction of the Parties within ten (10) Business Days after the initial written notice of the Dispute (or such longer period as the Parties may agree), then any Party involved in a Dispute with respect to such matters (except as otherwise specifically provided in the Merger Agreement or any other Transaction Document) may deliver a notice (an "Escalation Notice") demanding a meeting involving representatives of the Parties at a senior level of management of the Parties (or if the Parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the general counsel, or like officer or official, of each Party involved in the Dispute (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; provided, however, that the Parties shall use their commercially reasonable efforts to resolve the Dispute for fifteen (15) Business Days after the Escalation Notice. If such Dispute has not been resolved to the mutual satisfaction of the Parties within fifteen (15) Business Days after delivery of the Escalation Notice, then one (1) director of each of the Company and SpinCo, or their respective designees (each a "Director Designee" and together the "Director Designees"), shall negotiate in good faith in an attempt to resolve such Dispute amicably.

(b) If the Parties are not able to resolve the Dispute through the escalation process set forth in Section 8.2(a) within ten (10) Business Days after escalation to the Director Designees, or the Company, on the one hand, or SpinCo, on the other, reasonably concludes that the other Party is not willing to use commercially reasonable efforts to resolve expeditiously such Dispute, then each Party shall have the right to refer the Dispute to mediation by providing written notice to the other Party. If either Party refers the Dispute to mediation pursuant to the prior sentence, then the Parties shall retain a mediator to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. Unless mutually agreed by the Parties in writing, any opinion expressed or delivered by the mediator shall be strictly advisory and shall not be binding on the Parties, nor shall any opinion expressed or delivered by the mediator be admissible in any other proceeding. The mediator may be chosen from a list of mediators previously selected by the Parties or by other agreement of the Parties. If a mediator cannot be agreed upon by the Parties within ten (10) days of a Party providing written notice of mediation

pursuant to the first sentence of this Section 8.2(b), then each of the Company and SpinCo shall nominate a mediator, and those two (2) mediators will select a third (3rd) mediator unaffiliated to either Party who shall act as the mediator for such Dispute. Costs of the mediation shall be borne equally by the Parties involved in the matter, except that each Party shall be responsible for its own expenses. Mediation shall be a prerequisite to the commencement of any Action by a Party; provided that no Party shall be required to engage in more than thirty (30) days of mediation prior to commencing an Action.

Section 8.3 Court Actions. If any Party, after complying with the provisions set forth in Section 8.2, desires to commence an Action, then such Party, subject to Section 8.2 and Section 9.10, may submit the Dispute (or such series of related Disputes) to any Chosen Court in accordance with Section 9.2 of the Separation Agreement.

Section 8.4 Conduct During Dispute Resolution Process. Unless otherwise agreed in writing, the Parties shall, and shall cause their respective Project Managers and other employees to, continue to honor all covenants and agreements under this Agreement in accordance with the terms hereof during the course of dispute resolution pursuant to the provisions of this Article VIII, unless such covenants or agreements are the specific subject of the Dispute at issue.

Section 8.5 Disputes Over Fees. Any Party that wishes to initiate a Dispute regarding the amount of Fees (a “Fee Dispute”) must notify the other Party in writing within thirty (30) days of the receipt of the applicable invoice (unless an extension is mutually agreed). If any such Fee Dispute is finally resolved by the Project Managers or pursuant to the dispute resolution process set forth or referred to in Section 8.1 through Section 8.4 and it is determined that the Fees that Provider has invoiced Recipient, and that Recipient has paid to Provider, is greater or less than the amount that the Fees should have been, then (a) if it is determined that Recipient has overpaid the Fees Provider shall within five (5) Business Days after such determination reimburse Recipient an amount of cash equal to such overpayment, plus the Interest Payment, accruing from the date of payment by Recipient to the time of reimbursement by Provider, and (b) if it is determined that Recipient has underpaid the Fees Recipient shall within five (5) Business Days after such determination reimburse Provider an amount of cash equal to such underpayment, plus the Interest Payment, accruing from the date such payment originally should have been made by Recipient to the time of payment by Recipient.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Further Assurances. Each Party shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

Section 9.2 Title to Intellectual Property. Except as expressly provided for under the terms of this Agreement, the Transaction Documents or the applicable Work Order, Recipient acknowledges that it shall acquire no right, title or interest (except for the express license rights set forth in Section 9.3(a)(ii)) in any Intellectual Property, IT Assets, information, Software or

other Technology which are owned or licensed by Provider by reason of the provision of the Project Services hereunder. Recipient shall not remove or alter any copyright, trademark, confidentiality or other proprietary notices that appear on any IT Assets, information, Software or other Technology owned or licensed by Provider, and Recipient shall reproduce any such notices on any and all copies thereof. Recipient shall not attempt to decompile or reverse engineer copies of any Software owned or licensed by Provider that is provided in object code form only, and Recipient shall promptly notify Provider of any such attempt, regardless of whether by Recipient or any Third Party, of which Recipient becomes aware.

Section 9.3 License.

(a) Without affecting the rights and obligations of the Parties in the Transaction Documents, with respect to each of the Project Services:

(i) Recipient hereby grants to Provider, and Provider hereby accepts, a nonexclusive, nontransferable (subject to Section 9.5), worldwide right during the Project Service Period to use the Recipient Systems only to the extent necessary and for the sole purpose of performing Provider's obligations under this Agreement, and not for any other purpose; and

(ii) Provider hereby grants to Recipient, and Recipient hereby accepts, a nonexclusive, nontransferable (subject to Section 9.5), worldwide right during the Project Service Period to use the Provider Systems only to the extent necessary and for the sole purpose of receiving the Project Services under this Agreement, and not for any other purpose.

(b) The limited rights to use the Recipient Systems and the Provider Systems granted in this Section 9.3 for each of the Project Services will terminate at the end of the applicable Project Service Period for such Project Service and will under no circumstances survive the termination or expiration of this Agreement.

Section 9.4 Independent Contractors. The Parties each acknowledge and agree that they are separate entities, each of which has entered into this Agreement for its own independent business reasons. The relationships of the Parties hereunder are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, partnership, principal-agent or any other relationship between the Parties. Personnel performing Project Services hereunder do so on behalf of, under the direction of, and as Personnel of, Provider, and Recipient shall have no right, power or authority to direct such Personnel.

Section 9.5 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations under this Agreement (including by operation of law, merger, consolidation, sale or otherwise) without the express prior written consent of the other Party; provided that no consent of the other Party shall be required for the assignment of a Party's rights and obligations under this Agreement in whole or in part to any of its wholly owned Subsidiaries; provided that no such assignment shall release such Party from any Liability or obligation under this Agreement.

Section 9.6 No Third Party Beneficiaries. Except as provided in Article VII with respect to Provider Indemnitees and Recipient Indemnitees in their capacities as such, which is intended to benefit, and to be enforceable by, the Provider Indemnitees and Recipient Indemnitees, this Agreement is not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter of any provision hereof.

Section 9.7 Force Majeure. No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation hereunder (other than a payment obligation) so long as and to the extent to which any delay or failure in the fulfillment of such obligations is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay unless this Agreement has previously been terminated under Article V. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such Force Majeure, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable (and in no event later than the date that the affected Party resumes providing analogous services to, or otherwise resumes analogous performance under any other agreement for, itself or its Affiliates) unless this Agreement has previously been terminated under Article V. Recipient shall be relieved of the obligation to pay Fees for the affected Project Service(s) throughout the duration of such Force Majeure.

Section 9.8 Entire Agreement. This Agreement, together with the Separation Agreement and the other Transaction Documents and the Exhibits and Schedules hereto and thereto, and the Confidentiality Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.

Section 9.9 Notices. Except as specified in Section 3.1, all notices and other communications to be given to any Party hereunder shall be sufficiently given for all purposes hereunder if in accordance with Section 9.3 of the Separation Agreement, *mutatis mutandis*.

Section 9.10 Incorporation by Reference. Sections 9.2, 9.4 through 9.12 and 9.15 of the Separation Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, except that each reference to “this Agreement,” “the Project Services Agreement,” “any Transaction Document” or “the Transaction Documents,” in such sections of the Separation Agreement and Merger Agreement shall be deemed to refer to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

JACOBS SOLUTIONS INC.

By: /s/ Justin Johnson

Name: Justin Johnson

Title: Senior Vice President and Corporate Secretary

[Signature Page to Project Services Agreement]

AMENTUM HOLDINGS, INC.

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

[Signature Page to Project Services Agreement]

TAX MATTERS AGREEMENT

by and among

JACOBS SOLUTIONS INC.,

AMENTUM HOLDINGS, INC.,

AMENTUM PARENT HOLDINGS LLC,

and

AMENTUM JOINT VENTURE LP

dated as of

September 27, 2024

TABLE OF CONTENTS

	<u>Page</u>
Article 1. Definition of Terms	2
Article 2. Responsibility for Tax Liabilities	13
Section 2.01 General Rule	13
Section 2.02 Allocation of Federal Income Taxes and Federal Other Taxes.	14
Section 2.03 Allocation of State Income Taxes and State Other Taxes	15
Section 2.04 Allocation of Foreign Income Taxes, Foreign Pillar Two Taxes and Foreign Other Taxes	16
Section 2.05 Transaction Transfer Taxes; Purchase Price Adjustments	19
Section 2.06 Additional SpinCo Liability	19
Section 2.07 Additional Parent Liability	20
Section 2.08 Methodology for Determining Allocation of Separation Tax Losses	20
Article 3. Preparation and Filing of Tax Returns	20
Section 3.01 General	20
Section 3.02 Parent Responsibility	20
Section 3.03 SpinCo Responsibility	21
Section 3.04 Tax Reporting of Transactions	21
Section 3.05 Tax Accounting Practices and Allocation Principles	21
Section 3.06 Consolidated or Combined Tax Returns	21
Section 3.07 Right to Review Tax Returns	22
Section 3.08 SpinCo Carrybacks and Claims for Refunds and Certain Losses	22
Section 3.09 Apportionment of Tax Attributes	22
Section 3.10 Amended Tax Returns	23
Section 3.11 Section 245A Election	23
Article 4. Calculation of Tax and Payments	23
Section 4.01 Payment of Taxes	23
Section 4.02 Indemnification Payments	24
Section 4.03 Method for Making Payments	25
Article 5. Refunds	25
Section 5.01 General	25
Section 5.02 Certain Adjustments	25
Section 5.03 Certain Step-Up Tax Benefits	26
Section 5.04 Reductions	26
Article 6. Tax-Free Status	26
Section 6.01 Representations and Warranties	26
Section 6.02 Restrictions	27
Section 6.03 Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions	30
Section 6.04 Liability for Separation Tax Losses.	31
Section 6.05 Protective Election	34

Article 7.	Assistance and Cooperation	34
Section 7.01	Assistance and Cooperation	34
Section 7.02	Tax Return Information	35
Section 7.03	Reliance by Parent	35
Section 7.04	Reliance by SpinCo	35
Article 8.	Tax Records	35
Section 8.01	Retention of Tax Records	35
Section 8.02	Access to Tax Records	36
Section 8.03	Preservation of Privilege	36
Article 9.	Tax Contests	36
Section 9.01	Notice	36
Section 9.02	Control of Tax Contests	36
Article 10.	Effective Date; Termination of Prior Intercompany Tax Allocation Agreements	39
Article 11.	Survival of Obligations	40
Article 12.	Covenant Not to Sue	40
Article 13.	Treatment of Payments	40
Section 13.01	Treatment of Tax Indemnity Payments	40
Section 13.02	Interest Under This Agreement	41
Article 14.	Disagreements	41
Section 14.01	Discussion	41
Section 14.02	Escalation	41
Article 15.	Late Payments	41
Article 16.	Expenses	42
Article 17.	Relationship to Employee Matters Agreement	42
Article 18.	General Provisions	42
Section 18.01	Corporate Power; Facsimile Signatures	42
Section 18.02	Survival of Covenants	42
Section 18.03	Notices	42
Section 18.04	Assignment; No Third-Party Beneficiaries	42
Section 18.05	Force Majeure	43
Section 18.06	Termination	43
Section 18.07	Performance	43
Section 18.08	Further Action	43
Section 18.09	No Double Recovery	43
Section 18.10	Subsidiaries	44
Section 18.11	Successors	44

SCHEDULES

Schedule A	Certain Transaction Steps
Schedule B	Acquisitions of SpinCo Capital Stock
Schedule 7.01	Certain Australian Tax Matters

TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “**Agreement**”) is entered into as of September 27, 2024, by and among Jacobs Solutions Inc., a Delaware corporation (“**Parent**”), Amentum Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“**SpinCo**”) (Parent and SpinCo are sometimes individually referred to herein as a “**Company**”), Amentum Parent Holdings LLC, a Delaware limited liability company (“**Merger Partner**”) and Amentum Joint Venture LP, a Delaware limited partnership (“**Merger Partner Equityholder**”). Each of Parent, SpinCo, and Merger Partner (or, for the absence of doubt, SpinCo as successor to Merger Partner) are herein referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Parent is indirectly engaged in the SpinCo Business;

WHEREAS, the Board of Directors of Parent has determined that it would be in the best interests of Parent and its stockholders to separate the SpinCo Business from the Parent Business;

WHEREAS, Parent, SpinCo, Merger Partner and Merger Partner Equityholder have entered into a Separation and Distribution Agreement, dated as of November 20, 2023 (as amended from time to time, the “**Separation and Distribution Agreement**”), providing for the separation of the Parent Business from the SpinCo Business (the “**Separation**”);

WHEREAS, Parent and its Subsidiaries have engaged in certain restructuring transactions to facilitate the Separation as set forth in the Separation Step Plan;

WHEREAS, pursuant to the Separation Step Plan and the terms of the Separation and Distribution Agreement, among other things, (a) the Contributing Subsidiary will contribute all of the SpinCo Assets held by it to SpinCo in exchange for (i) the assumption by SpinCo of the SpinCo Liabilities, (ii) the issuance by SpinCo to the Contributing Subsidiary of SpinCo Capital Stock and (iii) the SpinCo Payment (the “**SpinCo Contribution**”) and (b) the Contributing Subsidiary will distribute to Parent, and Parent will distribute to its stockholders, at least 80.1% of the SpinCo Capital Stock by means of a *pro rata* distribution;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of November 20, 2023 (as amended from time to time, the “**Merger Agreement**”), by and among Parent, SpinCo, Merger Partner, and Merger Partner Equityholder, following the Distribution by Parent of at least 80.1% of the SpinCo Capital Stock, at the Effective Time, Merger Partner will merge with and into SpinCo (the “**Merger**”), with SpinCo surviving;

WHEREAS, following the Distribution by Parent of at least 80.1% of the SpinCo Capital Stock, the Contributing Subsidiary expects to undertake the Debt-for-Equity Exchange;

WHEREAS, the Parties intend that, for Federal Income Tax purposes, (a) the SpinCo Contribution and the related Distribution, taken together and together with any Debt-for-Equity Exchange or related Clean-Up Distribution, qualify as a “reorganization” within the meaning of

Sections 368(a)(1)(D) and 355(a) of the Code, (b) the Distribution by Parent of at least 80.1% of the SpinCo Capital Stock, together with any Clean-Up Distribution by Parent, qualify as a transaction described in Section 355(a) of the Code and (c) the Merger qualify as a “reorganization” within the meaning of Section 368(a) of the Code;

WHEREAS, prior to consummation of the Distribution by Parent, Parent was the common parent of an affiliated group of corporations, including SpinCo, within the meaning of Section 1504 of the Code;

WHEREAS, as a result of the Distribution by Parent, SpinCo and its Subsidiaries will cease to be members of the affiliated group of corporations within the meaning of Section 1504 of the Code of which Parent is the common parent; and

WHEREAS, the Parties desire to (a) provide for and agree upon the allocation between the Parties of liabilities for certain Taxes and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and to provide for and agree upon other matters relating to Taxes and (b) set forth certain covenants and indemnities relating to the preservation of the Tax-Free Status;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

Article 1. Definition of Terms. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings:

“**Accounting Firm**” has the meaning set forth in Section 14.02.

“**Action**” has the meaning set forth in the Separation and Distribution Agreement.

“**Adjusted Party**” has the meaning set forth in Section 5.02.

“**Adjustment Request**” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on a Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for a Tax Benefit with respect to Taxes previously paid.

“**Affiliate**” has the meaning set forth in the Merger Agreement.

“**Agreement**” has the meaning set forth in the first sentence of this Agreement.

“**Applicable SpinCo CFC**” means any SpinCo CFC with respect to which there would be an “extraordinary reduction amount” within the meaning of Treasury Regulations Section 1.245A-5(e) or a “tiered extraordinary reduction amount” within the meaning of Treasury Regulations Section 1.245A-5(f)(2) in connection with the Transactions absent the election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor guidance).

“**Benefited Party**” has the meaning set forth in Section 5.02.

“**Business Day**” has the meaning set forth in the Merger Agreement.

“**Capital Stock**” means all classes or series of capital stock of SpinCo or any other Section 355 Company (or any entity treated as a successor to SpinCo or any other Section 355 Company), including (i) the SpinCo Common Stock and any common stock of any other Section 355 Company, (ii) all options, warrants, and other rights to acquire such Capital Stock, and (iii) all instruments treated as stock in SpinCo or any other Section 355 Company (or any entity treated as a successor to SpinCo or any other Section 355 Company) for Federal Income Tax purposes.

“**Clean-Up Distribution**” has the meaning set forth in the Separation and Distribution Agreement.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning set forth in the first sentence of this Agreement.

“**Company Distribution Tax Representations**” has the meaning set forth in the Merger Agreement.

“**Company Indemnifying Party**” has the meaning set forth in Section 4.02(b).

“**Contributing Subsidiary**” has the meaning set forth in the Separation and Distribution Agreement.

“**Contribution**” has the meaning set forth in Schedule A.

“**Controlled Active Trades or Businesses**” means, with respect to each Distribution, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) by the Section 355 Company and its “separate affiliated group” (as defined in Section 355(b)(3)(B) of the Code) of the trade(s) or business(es) relied upon to satisfy Section 355(b) of the Code with respect to each Distribution, as conducted immediately prior to each Distribution, in each case, as provided in the IRS Ruling.

“**Controlling Party**” has the meaning set forth in Section 9.02(c).

“**Debt-for-Equity Exchange**” has the meaning set forth in the Merger Agreement.

“**Dispute**” has the meaning set forth in Section 14.01.

“**Distribution**” has the meaning set forth in Schedule A.

“**Distribution Date**” has the meaning set forth in the Separation and Distribution Agreement.

“**Distribution Straddle Period**” means any Tax Period that begins on or before and ends after the Distribution Date.

“**Distribution Tax Opinions**” has the meaning set forth in the Merger Agreement.

“Distribution Time” has the meaning set forth in the Separation and Distribution Agreement.

“Due Date” means, with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable Law.

“D-Reorganization” shall mean (a) the SpinCo Contribution together with (b) the distribution by the Contributing Subsidiary to Parent of at least 80.1% of the SpinCo Capital Stock by means of a *pro rata* distribution, any Debt-for-Equity Exchange, and any Clean-Up Distribution by the Contributing Subsidiary.

“Effective Time” has the meaning set forth in the Merger Agreement.

“Extraordinary Reduction Date” has the meaning set forth in Section 3.11.

“Federal Income Tax” means any Tax imposed by Subtitle A of the Code and, for the absence of doubt, any interest, penalties, additions to Tax or additional amounts in respect of the foregoing (but not any payroll Tax).

“Federal Other Tax” means any Tax imposed by the federal government of the United States other than any Federal Income Tax.

“Fifty-Percent or Greater Interest” has the meaning ascribed to such term for purposes of Sections 355(d) and (e) of the Code and the Treasury Regulations thereunder.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for a Tax Benefit or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of a state, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all taxable periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; or (e) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the Parties.

“Final Net Indebtedness” has the meaning set forth in the Separation and Distribution Agreement.

“Final Net Working Capital” has the meaning set forth in the Separation and Distribution Agreement.

“**Force Majeure**” has the meaning set forth in the Separation and Distribution Agreement.

“**Foreign Income Tax**” means any Tax (for the absence of doubt, other than a Foreign Pillar Two Tax) imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income Tax as defined in Treasury Regulations Section 1.901-2 and, for the absence of doubt, any interest, penalties, additions to Tax or additional amounts in respect of the foregoing (but not any payroll Tax).

“**Foreign Other Tax**” means any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, other than any Foreign Income Taxes and any Foreign Pillar Two Taxes.

“**Foreign Pillar Two Tax**” means any top-up Tax for the Pre-Distribution Period that is imposed pursuant to the income inclusion rule under Pillar Two of the OECD/G20 Inclusive Framework on BEPS that is attributable to any member of the Parent Group or the SpinCo Pre-Transaction Group (or its respective assets or business) in a low-tax jurisdiction (the “**Pillar Two Subsidiary**”) but that is payable by another Person in proportion to, or in respect of, such Person’s ownership interest in the Pillar Two Subsidiary.

“**Foreign Tax**” means any Foreign Income Taxes, Foreign Pillar Two Taxes, or Foreign Other Taxes.

“**Governmental Authority**” has the meaning set forth in the Separation and Distribution Agreement.

“**Group**” means the Parent Group, the SpinCo Group, the Merger Partner Group or the Merger Partner Equityholder Group, as the context requires.

“**Income Tax**” means any Tax that is a Federal Income Tax, a State Income Tax or a Foreign Income Tax (it being understood that, for the avoidance of doubt, any payroll Tax is not considered an Income Tax).

“**Indemnified Party**” has the meaning set forth in Section 6.04(d).

“**Indemnifying Party**” has the meaning set forth in Section 6.04(d).

“**Indemnitee**” has the meaning set forth in Section 13.02.

“**Indemnitor**” has the meaning set forth in Section 13.02.

“**Interest Rate**” means the rate per annum published in the *Wall Street Journal* from time to time as the prime lending rate prevailing during any relevant period.

“**Internal Restructuring**” means (a) any internal restructuring (whether effected by making or revoking any election under Treasury Regulations Section 301.7701-3 or otherwise) involving SpinCo and/or any of its subsidiaries or (b) any direct or indirect contribution, sale or

other transfer by or among any of SpinCo and any of its subsidiaries of any of the assets contributed or transferred to SpinCo or any of its subsidiaries as part of a Contribution or otherwise pursuant to the Separation and Distribution Agreement.

“**IRS**” means the United States Internal Revenue Service.

“**IRS Ruling**” means the private letter ruling from the IRS regarding certain Federal Income Tax matters relating to the Transactions.

“**IRS Ruling Request**” means the request for the IRS Ruling.

“**Joint Return**” means any Tax Return of a member of the Parent Group or the SpinCo Pre-Transaction Group that is not a Separate Return.

“**Known Acquisitions**” has the meaning set forth in Section 6.04(a)(i).

“**Law**” has the meaning set forth in the Separation and Distribution Agreement.

“**Merger**” has the meaning set forth in the Recitals.

“**Merger Agreement**” has the meaning set forth in the Recitals.

“**Merger Partner**” has the meaning set forth in the first sentence of this Agreement.

“**Merger Partner Distribution Tax Representations**” has the meaning set forth in the Merger Agreement.

“**Merger Partner Equityholder**” has the meaning set forth in the Recitals.

“**Merger Partner Equityholder Group**” means Merger Partner Equityholder, ASP Amentum Investco LP, LG Amentum Holdings LP and each of their respective Affiliates (excluding, for the avoidance of doubt, SpinCo and its Subsidiaries).

“**Merger Partner Group**” means Merger Partner and its Subsidiaries and SpinCo and its Subsidiaries, other than, in each case, any member of the SpinCo Pre-Transaction Group.

“**Merger Partner Merger Tax Representations**” has the meaning set forth in the Merger Agreement.

“**Merger Tax Opinions**” has the meaning set forth in the Merger Agreement.

“**Non-Controlling Party**” has the meaning set forth in Section 9.02(c).

“**Notified Action**” has the meaning set forth in Section 6.03(a).

“**Other Taxes**” means any Tax imposed by any Tax Authority other than any Income Tax or Foreign Pillar Two Tax.

“**Parent**” has the meaning set forth in the first sentence of this Agreement.

“Parent Affiliated Group” means the affiliated group (as that term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which Parent is the common parent.

“Parent Business” has the meaning set forth for the term Company Business in the Separation and Distribution Agreement.

“Parent Federal Consolidated Income Tax Return” means any Federal Income Tax Return for the Parent Affiliated Group.

“Parent Group” has the meaning set forth for the term Company Group in the Separation and Distribution Agreement.

“Parent Separate Return” means any Tax Return of or including any member of the Parent Group (including any consolidated, combined, or unitary Tax Return) that does not include any member of the SpinCo Pre-Transaction Group or any member of the SpinCo Group (it being agreed and understood that the claiming of group relief with or in respect of any member of the SpinCo Group or similar sharing or surrendering of Tax losses or other attributes with, to or by any member of the SpinCo Group shall not cause a Tax Return to fail to be a Parent Separate Return).

“Parent Specified Returns” has the meaning set forth in Section 3.05.

“Parent State Combined Income Tax Return” means a consolidated, combined, or unitary State Income Tax Return that actually includes, by election or otherwise, one or more members of the Parent Group together with one or more members of the SpinCo Pre-Transaction Group.

“Parties” and **“Party”** have the meanings set forth in the second sentence of this Agreement.

“Past Practices” has the meaning set forth in Section 3.05.

“Payment Date” means (a) with respect to any Parent Federal Consolidated Income Tax Return, (i) the due date for any required installment of estimated Taxes determined under Section 6655 of the Code, (ii) the due date (determined without regard to extensions) for filing such Tax Return determined under Section 6072 of the Code, or (iii) the date such Tax Return is filed, as the case may be, and (b) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law, in each case, taking into account any automatic or validly elected extensions, deferrals, or postponements of the due date for payments of any such estimated Taxes or any Tax shown on such Tax Return, as applicable.

“Payor” has the meaning set forth in Section 4.02(a).

“Person” has the meaning set forth in the Separation and Distribution Agreement.

“Plan” means a plan or series of related transactions within the meaning of Section 355(e) and the Treasury Regulations thereunder.

“Post-Distribution Period” means any Tax Period beginning after the Distribution Date and, in the case of any Distribution Straddle Period, the portion of such Distribution Straddle Period beginning after the Distribution Date.

“Post-Distribution Ruling” has the meaning set forth in Section 6.02(c).

“Pre-Distribution Period” means any Tax Period ending on or before the Distribution Date, and, in the case of any Distribution Straddle Period, the portion of such Distribution Straddle Period ending on the Distribution Date.

“Privilege” means any privilege that may be asserted under applicable law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege, and any privilege relating to internal evaluation processes.

“Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding, or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other Treasury Regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by SpinCo or Merger Partner management or shareholders, is a hostile acquisition, or otherwise, as a result of which SpinCo (or any other Section 355 Company) would merge or consolidate with any Person or as a result of which any Person or Persons would (directly or indirectly) acquire, or have the right to acquire, from SpinCo (or any other Section 355 Company) or one or more holders of outstanding shares of SpinCo Capital Stock (or Capital Stock of any other Section 355 Company), a number of shares of SpinCo Capital Stock (or Capital Stock of any other Section 355 Company) that would, when combined with the acquisition of SpinCo Capital Stock pursuant to the Merger, the actual or potential acquisition of the Retained Shares from Parent, any actual or potential acquisition of SpinCo shares set forth on Schedule B hereto, and any other changes in ownership of SpinCo Capital Stock (or Capital Stock of any other Section 355 Company) pertinent for purposes of Section 355(e) of the Code, comprise a Fifty-Percent or Greater Interest in SpinCo (or any other Section 355 Company) as of the date of such transaction, or in the case of a series of transactions, as of the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by SpinCo of a shareholder rights plan, (ii) issuances by SpinCo that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer), in each case, of Treasury Regulations Section 1.355-7(d) or (iii) acquisitions of SpinCo stock that satisfy Safe Harbor VII (related to public trading) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. For purposes of this definition, each reference to SpinCo (or any other Section 355 Company) shall include a reference to any entity treated as a successor thereto. This definition and the application thereof are intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute, Treasury Regulations promulgated under Section 355(e) of the Code, or official IRS guidance with respect thereto shall be incorporated in this definition and its interpretation.

“Refund” means any cash Tax refund, together with any interest paid on or with respect to such refund; provided, however, that the amount of any such refund shall be reduced by the net amount of any Taxes imposed by any Tax Authority on, related to, or attributable to the receipt or accrual of such refund, including any Taxes imposed by way of withholding or offset, and any other reasonable third-party costs of obtaining such Refund.

“Required Party” has the meaning set forth in Section 4.02(a).

“Responsible Party” means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

“Retained Shares” has the meaning set forth in the Separation and Distribution Agreement.

“Retention Date” has the meaning set forth in Section 8.01.

“Section 336(e) Election” has the meaning set forth in Section 6.05.

“Section 355 Company” means any member of the SpinCo Group the stock of which is distributed or that distributes stock of another company in a Distribution (including, for the avoidance of doubt, SpinCo).

“Separate Return” means a Parent Separate Return or a SpinCo Separate Return.

“Separation” has the meaning set forth in the Recitals.

“Separation and Distribution Agreement” has the meaning set forth in the Recitals.

“Separation-Related Tax Contest” means any Tax Contest in which the IRS, another Tax Authority or any other Person asserts a position that, if successful, could reasonably be expected to cause any of the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status.

“Separation Step Plan” has the meaning set forth in the Separation and Distribution Agreement.

“Separation Tax Losses” means (a) all Taxes imposed pursuant to (or any reduction to a Refund resulting from) any settlement, Final Determination, judgment, or otherwise; (b) all reasonable third-party accounting, legal, and other professional fees and court costs incurred in connection with such Taxes, as well as any other reasonable out-of-pocket costs incurred in connection with such Taxes; and (c) all damages, and all reasonable third-party costs and expenses, associated with any stockholder litigation or other controversy and any amount paid by Parent, SpinCo or any of their respective Affiliates in respect of any liability of or to shareholders, whether paid to shareholders or to the IRS or any other Tax Authority, in each case, resulting from the failure of any of the Tax-Free Transactions (other than the Merger) to qualify for Tax-Free Status; provided that, for the avoidance of doubt, for purposes of clauses (a), (b) and (c), the exclusion of the Merger above in this definition shall not exclude any amounts arising from the failure of any of the Tax-Free Transactions (other than the Merger) to

qualify for Tax-Free Status if such failure occurs as a result of the failure of the Merger to qualify for Tax-Free Status; provided further that, amounts shall be treated as having been required to be paid for purposes of clause (c) of this definition to the extent that they are paid in a good-faith compromise or settlement of an asserted claim in accordance with this Agreement.

“**SpinCo**” has the meaning set forth in the first sentence of this Agreement.

“**SpinCo Assets**” has the meaning set forth in the Separation and Distribution Agreement.

“**SpinCo Business**” has the meaning set forth in the Separation and Distribution Agreement.

“**SpinCo Carryback**” means any net operating loss, net capital loss, excess tax credit, or other similar Tax Item of any member of the SpinCo Pre-Transaction Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

“**SpinCo CFC**” means any member of the SpinCo Pre-Transaction Group that is a “controlled foreign corporation” within the meaning of Section 957(a) of the Code immediately prior to the Merger.

“**SpinCo Common Stock**” has the meaning set forth in the Merger Agreement.

“**SpinCo Contribution**” has the meaning set forth in the Recitals.

“**SpinCo Group**” has the meaning set forth in the Separation and Distribution Agreement.

“**SpinCo Liabilities**” has the meaning set forth in the Separation and Distribution Agreement.

“**SpinCo Merger Tax Representations**” has the meaning set forth in the Merger Agreement.

“**SpinCo Payment**” has the meaning set forth in the Separation and Distribution Agreement.

“**SpinCo Pre-Transaction Group**” means SpinCo and each Subsidiary of SpinCo immediately after the Distribution Time and prior to the Effective Time.

“**SpinCo Separate Return**” means any Tax Return (including any consolidated, combined or unitary Tax Return) of or including any member of the SpinCo Group, which Tax Return does not include any member of the Parent Group (it being agreed and understood that the claiming of group relief with or in respect of any member of the Parent Group or similar sharing or surrendering of Tax losses or other attributes with, to, or by any member of the Parent Group shall not cause a Tax Return to fail to be a SpinCo Separate Return).

“State Income Tax” means any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia that is imposed on or measured by income, including state or local franchise or similar Taxes measured by income, as well as any state or local franchise, capital, or similar Taxes imposed in lieu of or as an addition to a tax imposed on or measured by income and, for the absence of doubt, any interest, penalties, additions to Tax or additional amounts in respect of the foregoing (but not any payroll Tax).

“State Other Tax” means any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia, other than any State Income Tax.

“State Tax” means any State Income Tax or State Other Tax.

“Subsidiary” has the meaning set forth in the Merger Agreement.

“Tax” or **“Taxes”** means (a) all taxes, charges, fees, duties, levies, imposts, rates, or other assessments or governmental charges of any kind imposed by any U.S. federal, state or local or foreign Governmental Authority, including income, gross receipts, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, escheat, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security (or similar), unemployment, disability, value added, alternative or add-on minimum, or other taxes, whether disputed or not, and (b) any interest, penalties, or additions attributable thereto. For the avoidance of doubt, Tax includes any increase in Tax as a result of a Final Determination.

“Tax Advisor” means tax counsel or accountant of recognized national standing in the United States.

“Tax Attribute” means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, overall foreign loss, excess charitable contribution, general business credit, research and development credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

“Tax Authority” means any Governmental Authority imposing any Tax, charged with the collection of Taxes, or otherwise having jurisdiction with respect to any Tax.

“Tax Benefit” means any loss, deduction, refund, reimbursement, offset, credit, or other reduction in liability for Taxes or receivable for Taxes.

“Tax Contest” means an audit, review, examination, assessment, or any other administrative or judicial proceeding with respect to Taxes (including any administrative or judicial review of any claim for any Tax Benefit with respect to Taxes previously paid).

“Tax-Free Status” means the qualification of (a) the D-Reorganization as a “reorganization” described in Sections 355(a) and 368(a)(1)(D) of the Code, and of each Contribution and each immediately succeeding Distribution, taken together, as a “reorganization” described in Sections 355(a) and 368(a)(1)(D) of the Code, (b) the D-Reorganization (and any other Contribution in which cash or other property is received) as a

transaction in which the cash or other property received is property with respect to which no gain is recognized pursuant to Section 361(a) or (b) of the Code, (c) each Distribution (and any Clean-Up Distribution and Debt-for-Equity Exchange) as a transaction in which the property distributed is “qualified property” with respect to which no gain is recognized pursuant to Sections 355(c) and 361(c) of the Code (and neither Section 355(d) nor Section 355(e) applies to treat such property as other than “qualified property” for such purposes), (d) each Contribution, each Distribution, the receipt of the SpinCo Payment, and, if applicable, each Clean-Up Distribution and the Debt-for-Equity Exchange as a transaction in which the members of each of the Parent Group and the SpinCo Group and the shareholders of Parent recognize no income or gain pursuant to Section 355(a), 361 or 1032 of the Code, other than, (x) in the case of shareholders of Parent, to the extent of any cash received in lieu of fractional shares of SpinCo Capital Stock and (y) in the case of Parent or any Subsidiary of Parent, any income or gain recognized as a result of intercompany items or excess loss accounts being taken into account pursuant to Treasury Regulations promulgated pursuant to Section 1502 of the Code (except that the SpinCo Payment shall not give rise to any intercompany item or excess loss account), and (e) the Merger as a “reorganization” within the meaning of Section 368(a) of the Code and as a transaction in which Merger Partner recognizes no income or gain under Section 361 and the shareholders of Merger Partner recognize no income or gain pursuant to Section 354(a) of the Code (except to the extent of any cash received in lieu of fractional shares of SpinCo stock).

“**Tax-Free Transactions**” means the Merger, the D-Reorganization, each Contribution, and each Distribution.

“**Tax Item**” means, with respect to any Income Tax, any item of income, gain, loss, deduction, credit, recapture of credit, or any other item which increases or decreases Taxes paid or payable.

“**Tax Law**” means the Law of any Governmental Authority relating to any Tax.

“**Tax Materials**” means (a) the IRS Ruling, (b) the Distribution Tax Opinions, (c) each submission to the IRS in connection with the IRS Ruling, including the IRS Ruling Request, (d) the Company Distribution Tax Representations, (e) the Merger Partner Distribution Tax Representations, (f) the SpinCo Merger Tax Representations, and (g) the Merger Partner Merger Tax Representations.

“**Tax Opinions**” means the Distribution Tax Opinions and the Merger Tax Opinions.

“**Tax Period**” means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

“**Tax Records**” means any (a) Tax Returns, (b) Tax Return work papers, (c) documentation relating to Tax Contests, and (d) other books of account or records (whether or not in written, electronic, or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority, in each case, relating to Taxes.

“**Tax Return**” or “**Return**” means any report of Taxes due, any claim for a Tax Benefit, any information return or estimated Tax return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“**Third Party Indemnifying Party**” has the meaning set forth in Section 4.02(b).

“**Transaction Documents**” has the meaning set forth in the Merger Agreement.

“**Transaction Transfer Taxes**” means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp, VAT (except to the extent any VAT is reasonably expected to be credited, refunded or otherwise recoverable by the Person liable for such VAT under applicable Tax Law), goods and services (other than VAT), or similar Taxes imposed with respect to (x) the Reorganization (as defined in the Separation and Distribution Agreement) transactions prior to the Distribution by Parent, (y) the Distribution by Parent and (z) the Merger.

“**Transactions**” means the D-Reorganization, the Contributions, the Distributions, and the other transactions contemplated by the Merger Agreement, the Separation Step Plan, and the Transaction Documents.

“**Treasury Regulations**” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

“**Unqualified Tax Opinion**” means an unqualified “will” opinion of a Tax Advisor, which Tax Advisor is reasonably acceptable to Parent, and on which Parent may rely, to the effect that an action will not cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status. Any such opinion must assume that the Tax-Free Transactions (other than the Merger) would have qualified for Tax-Free Status if the action in question did not occur.

“**VAT**” means (i) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), including in the United Kingdom in accordance with VATA 1995, and (ii) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (i), or imposed elsewhere.

Article 2. Responsibility for Tax Liabilities.

Section 2.01 *General Rule.*

(a) *Parent Liability.* Parent shall be liable for, and shall indemnify, defend, and hold harmless the SpinCo Group from and against any liability for Taxes (and, in the case of Section 2.07, Separation Tax Losses) for which Parent is responsible under this Article 2.

(b) *SpinCo Liability.* SpinCo shall be liable for, and shall indemnify, defend, and hold harmless the Parent Group from and against any liability for Taxes (and, in the case of Section 2.06, Separation Tax Losses) for which SpinCo is responsible under this Article 2.

Section 2.02 *Allocation of Federal Income Taxes and Federal Other Taxes.* Except as otherwise provided in Section 2.05, Section 2.06 or Section 2.07, Federal Income Taxes and Federal Other Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Parent Federal Consolidated Income Tax Returns.* With respect to any Parent Federal Consolidated Income Tax Return, Parent shall be responsible for any and all Federal Income Taxes due or required to be reported on any such Income Tax Return (including any increase in such Tax as a result of a Final Determination).

(b) *Allocation of Taxes Relating to Federal Separate Income Tax Return.*

(i) Parent shall be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Tax as a result of a Final Determination).

(ii) SpinCo shall be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Tax as a result of a Final Determination).

(c) *Federal Other Taxes Relating to Joint Returns.*

(i) Parent shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all Federal Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.02(c)(i) and Section 2.02(c)(ii), (A) Parent shall be responsible for such Federal Other Taxes due with respect to Parent, or any member of the Parent Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such Federal Other Taxes due with respect to SpinCo, or any member of the SpinCo Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination).

(d) *Allocation of Federal Other Taxes Relating to Separate Returns.*

(i) Parent shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all Federal Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.02(d)(i) and Section 2.02(d)(ii), (A) Parent shall be responsible for such Federal Other Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such Federal Other Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Tax as a result of a Final Determination).

Section 2.03 *Allocation of State Income Taxes and State Other Taxes.* Except as otherwise provided in Section 2.05, Section 2.06, or Section 2.07, State Income Taxes and State Other Taxes shall be allocated as follows:

(a) *Allocation of Tax Relating to Parent State Combined Income Tax Returns.* Parent shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any Parent State Combined Income Tax Return (including any increase in such Tax as a result of a Final Determination).

(b) *Allocation of State Income Taxes Relating to Separate Returns.*

(i) Parent shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Tax as a result of a Final Determination).

(ii) SpinCo shall be responsible for any and all State Income Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Tax as a result of a Final Determination).

(c) *State Other Taxes Relating to Joint Returns.*

(i) Parent shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in

such Tax as a result of a Final Determination) which Taxes are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all State Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.03(c)(i) and Section 2.03(c)(ii), (A) Parent shall be responsible for such State Other Taxes due with respect to Parent, or any member of the Parent Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such State Other Taxes due with respect to SpinCo, or any member of the SpinCo Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination).

(d) *Allocation of State Other Taxes Relating to Separate Returns.*

(i) Parent shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all State Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all State Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.03(d)(i) and Section 2.03(d)(ii), (A) Parent shall be responsible for such State Other Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such State Other Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Tax as a result of a Final Determination).

Section 2.04 *Allocation of Foreign Income Taxes, Foreign Pillar Two Taxes and Foreign Other Taxes.* Except as otherwise provided in Section 2.05, Section 2.06, or Section 2.07, Foreign Income Taxes, Foreign Pillar Two Taxes and Foreign Other Taxes shall be allocated as follows:

(a) *Allocation of Foreign Income Taxes Relating to Joint Returns.* Parent shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination).

(b) *Allocation of Foreign Income Taxes Relating to Separate Returns.*

(i) Parent shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Parent Separate Return and any and all Foreign Income Taxes of Parent or any member of the Parent Group imposed by way of withholding by a member of the SpinCo Pre-Transaction Group (and, in each case, including any increase in such Tax as a result of a Final Determination).

(ii) Parent shall be responsible for any and all incremental Foreign Income Taxes (including any increase in such Taxes as a result of a Final Determination) due with respect to or required to be reported on a Separate Return of Jacobs Asia K.K., a Japanese Kabushiki Kaisha, resulting from the sale of assets of the Parent Business to JACOBS JAPAN G.K., a Japanese Godo Kaisha, pursuant to Step 3.2 of the Separation Step Plan, as determined on a “with and without” basis.

(iii) Parent shall be responsible for any and all incremental Foreign Income Taxes (including any increase in such Taxes as a result of a Final Determination) due with respect to or required to be reported on a Separate Return of CH2M HILL GmbH, a German Gesellschaft mit beschränkter Haftung, resulting from the sale of assets of the Parent Business to Jacobs GmbH, a German Gesellschaft mit beschränkter Haftung, pursuant to Step 3.3 of the Separation Step Plan, as determined on a “with and without” basis.

(iv) Parent shall be responsible for any and all incremental Foreign Income Taxes (including any increase in such Taxes as a result of a Final Determination) for a Pre-Distribution Period due with respect to or required to be reported on a Separate Return of SpinCo or any member of the SpinCo Pre-Transaction Group resulting from the transactions taken pursuant to the Separation Step Plan and the Distribution by Parent, as determined on a “with and without” basis.

(v) Except as provided in Section 2.04(b)(ii), Section 2.04(b)(iii) and Section 2.04(b)(iv), SpinCo shall be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any SpinCo Separate Return and any and all Foreign Income Taxes of SpinCo or any member of the SpinCo Pre-Transaction Group imposed by way of withholding by a member of the Parent Group (and, in each case, including any increase in such Tax as a result of a Final Determination).

(c) *Allocation of Foreign Pillar Two Taxes.*

(i) Parent shall be responsible for any and all Foreign Pillar Two Taxes due with respect to or required to be reported on any Tax Return (including any increase in such Tax as a result of a Final Determination) which are attributable (determined on a “with and without” basis) to the Parent Business, assets used primarily in the Parent Business or the business or activities of any Pillar Two Subsidiary that is a member of the Parent Group.

(ii) SpinCo shall be responsible for any and all Foreign Pillar Two Taxes due with respect to or required to be reported on any Tax Return (including any

increase in such Tax as a result of a Final Determination) which are attributable (determined on a “with or without” basis) to the SpinCo Business, the SpinCo Assets or the business or activities of any Pillar Two Subsidiary that is a member of the SpinCo Group.

(d) *Foreign Other Taxes Relating to Joint Returns.*

(i) Parent shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all Foreign Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.04(d)(i) and Section 2.04(d)(ii), (A) Parent shall be responsible for such Foreign Other Taxes due with respect to Parent, or any member of the Parent Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such Foreign Other Taxes due with respect to SpinCo, or any member of the SpinCo Group, that are included in the applicable Joint Return (including any increase in such Tax as a result of a Final Determination).

(e) *Allocation of Foreign Other Taxes Relating to Separate Returns.*

(i) Parent shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the Parent Business or assets used primarily in the Parent Business.

(ii) SpinCo shall be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Separate Return (including any increase in such Tax as a result of a Final Determination) which are attributable to the SpinCo Business or the SpinCo Assets.

(iii) In the case of any and all Foreign Other Taxes which are not attributable to the Parent Business, the assets used primarily in the Parent Business, the SpinCo Business or the SpinCo Assets as provided in Section 2.04(e)(i) and Section 2.04(e)(ii), (A) Parent shall be responsible for such Foreign Other Taxes due with respect to or required to be reported on any Parent Separate Return (including any increase in such Tax as a result of a Final Determination) and (B) SpinCo shall be responsible for such Foreign Other Taxes due with respect to or required to be reported on any SpinCo Separate Return (including any increase in such Tax as a result of a Final Determination).

Section 2.05 *Transaction Transfer Taxes; Purchase Price Adjustments.*

(a) Any liability for any Transaction Transfer Taxes shall be borne fifty percent (50%) by SpinCo, on the one hand, and fifty percent (50%) by Parent, on the other hand; provided that the Parties shall cooperate to minimize any Transaction Transfer Taxes and to obtain any credit, Refund, or rebate of Transaction Transfer Taxes, or to apply for an exemption or zero-rating for goods or services giving rise to any Transaction Transfer Taxes, including by filing any exemption or other similar forms or providing valid tax identification numbers or other relevant registration numbers, certificates, or other documents or by obtaining any rulings from the applicable Tax Authorities. For the absence of doubt, any Refund of Transaction Transfer Taxes shall be for the account of the Group that has liability under this paragraph (a) for the Transaction Transfer Tax, and Transaction Transfer Taxes shall not be taken into account in the calculation of Final Net Working Capital. Parent and SpinCo shall cooperate regarding any requests for information, audits, or similar requests by any Tax Authority concerning Transaction Transfer Taxes payable with respect to the transfers occurring pursuant to the Transactions.

(b) SpinCo shall be responsible for any Taxes to the extent such Taxes were taken into account as liabilities in the determination of Final Net Working Capital or Final Net Indebtedness pursuant to the Separation and Distribution Agreement.

Section 2.06 *Additional SpinCo Liability.* SpinCo shall be responsible for any liability for:

(a) Separation Tax Losses resulting from, without duplication, a breach by SpinCo (after the Effective Time), Merger Partner or Merger Partner Equityholder of any covenant in this Agreement, the Merger Agreement, the Separation and Distribution Agreement or any other Transaction Document, in each case, that causes any of the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status; provided that, for the avoidance of doubt, the exclusion of the Merger above in this Section 2.06(a) shall not exclude any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to qualify for Tax-Free Status if such failure occurs as a result of the failure of the Merger to qualify for Tax-Free Status;

(b) Separation Tax Losses resulting from, without duplication, any breach by SpinCo (after the Effective Time), Merger Partner or Merger Partner Equityholder of any representations, or portions thereof, made by or with respect to SpinCo, Merger Partner or Merger Partner Equityholder, as applicable, in this Agreement, the Merger Agreement, or any other Transaction Document or in connection with any Tax Materials, in each case, that causes any of the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status; provided that, for the avoidance of doubt, the exclusion of the Merger above in this Section 2.06(b) shall not exclude any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to qualify for Tax-Free Status if such failure occurs as a result of the failure of the Merger to qualify for Tax-Free Status; and

(c) Separation Tax Losses, as set forth in Section 6.04(a) or Section 6.04(c).

Section 2.07 *Additional Parent Liability.* Parent shall be responsible for any liability for:

(a) Separation Tax Losses resulting from, without duplication, a breach by Parent of any covenant in this Agreement, the Merger Agreement, the Separation and Distribution Agreement, or any other Transaction Document, in each case, that causes any of the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status; provided that, for the avoidance of doubt, the exclusion of the Merger above in this Section 2.07(a) shall not exclude any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to qualify for Tax-Free Status if such failure occurs as a result of the failure of the Merger to qualify for Tax-Free Status;

(b) Separation Tax Losses resulting from, without duplication, any breach by Parent of any representations, or portions thereof, made by it in this Agreement, the Merger Agreement, or any other Transaction Document or in connection with any Tax Materials, in each case, that causes any of the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status; provided that, for the avoidance of doubt, the exclusion of the Merger above in this Section 2.07(b) shall not exclude any such Tax arising from the failure of any of the Tax-Free Transactions (other than the Merger) to qualify for Tax-Free Status if such failure occurs as a result of the failure of the Merger to qualify for Tax-Free Status; and

(c) Separation Tax Losses, as set forth in Section 6.04(b).

Section 2.08 *Methodology for Determining Allocation of Separation Tax Losses.* The Parties shall cooperate in good faith to determine a reasonable allocation of liability for Separation Tax Losses in accordance with Section 2.06, Section 2.07 and Section 6.04. To the extent that any Separation Tax Loss reasonably could be subject to indemnity under Section 2.07, on the one hand, and Section 2.06, on the other hand, responsibility for such Separation Tax Loss shall be shared by Parent, on the one hand, and SpinCo, on the other hand, according to the causal significance of the factors identified in Section 2.07 (and, for the absence of doubt, Section 6.04(b)) and Section 2.06 (and, for the absence of doubt, Section 6.04(a)) (but, for the absence of doubt, in each case, not the Known Acquisitions or the Transactions).

Article 3. Preparation and Filing of Tax Returns.

Section 3.01 *General.* Except as otherwise provided in this Article 3, Tax Returns shall be prepared and filed on or before their Due Date by the person obligated to file such Tax Returns under the Code or applicable Tax Law. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article 7 with respect to the preparation and filing of Tax Returns.

Section 3.02 *Parent Responsibility.* Parent has the exclusive obligation and right to prepare and file, or cause to be prepared and filed:

(a) Parent Federal Consolidated Income Tax Returns for any Tax Periods;

(b) Parent State Combined Income Tax Returns and any other Joint Returns which Parent reasonably determines in good faith are required to be filed (or which Parent

chooses to be filed) by the Companies or any of their Affiliates for Tax Periods ending on, before or after the Distribution Date (provided that, in the case of any Joint Return covered by this clause (b) that is required to be filed by a member of the SpinCo Group, SpinCo shall file or cause to be filed such Tax Return as prepared by Parent in good faith and, for the absence of doubt, Parent shall be considered the Responsible Party with respect to such Tax Return);

(c) SpinCo Separate Returns and Parent Separate Returns which Parent reasonably determines are required to be filed by the Companies or any of their Affiliates (or which Parent chooses to be filed) for Tax Periods ending on, before or after the Distribution Date (limited, in the case of SpinCo Separate Returns, to such Tax Returns for which the Due Date is on or before the Distribution Date).

Section 3.03 *SpinCo Responsibility.* SpinCo shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the SpinCo Group other than those Tax Returns which Parent is required, or chooses, to prepare and file under Section 3.02; provided that, SpinCo shall not file any SpinCo Separate Returns for a Tax Period in a jurisdiction and for a type of Tax where Parent files a Joint Return. The Tax Returns required to be prepared and filed by SpinCo under this Section 3.03 shall include (a) any SpinCo Federal Income Tax Return for Tax Periods ending after the Distribution Date and (b) any SpinCo Separate Returns for which the Due Date is after the Distribution Date.

Section 3.04 *Tax Reporting of Transactions.* Except to the extent otherwise required by a Final Determination, none of Parent, Merger Partner Equityholder or SpinCo shall, and each shall not permit or cause any member of its respective Group to, take any position that is inconsistent with the Tax-Free Status or the tax treatment of any of the Transactions as described in the IRS Ruling, the Tax Opinions, the Transaction Documents, and, in any case or with respect to any item relating to the Transactions where there is no relevant IRS Ruling, Tax Opinion or Transaction Document describing tax treatment, the Separation Step Plan.

Section 3.05 *Tax Accounting Practices and Allocation Principles.* Except as provided in Section 3.04, (x) any Tax Return covered by Section 3.03 for any Pre-Distribution Period or Distribution Straddle Period (or any Tax Period, or portion thereof, beginning after the Distribution Date to the extent items reported on such Tax Return might reasonably be expected to affect items reported on any Tax Return that Parent has the obligation or right to prepare and file, or cause to be prepared and filed, under Section 3.02) and (y) any Tax Return covered by Section 2.02(c), Section 2.03(c), Section 2.04(b)(i) (solely with respect to the United Kingdom and then only for the Pre-Distribution Period) and Section 2.04(d) (together, the Tax Returns set forth in this clause (y), the “**Parent Specified Returns**”), in each case, shall be prepared in accordance with past practices, accounting methods, elections, or conventions (“**Past Practices**”) used with respect to the Tax Return in question (unless there is no reasonable basis for the use of such Past Practices or unless there is no adverse effect to Parent, SpinCo, or any member of their respective Groups, as applicable).

Section 3.06 *Consolidated or Combined Tax Returns.* At Parent’s election, exercised in good faith, SpinCo will elect and join, and will cause its Affiliates to elect and join, in filing any Parent State Combined Income Tax Returns and any Joint Returns that Parent determines are required to be filed or that Parent chooses to file pursuant to Section 3.02(b).

Section 3.07 *Right to Review Tax Returns.* The Responsible Party with respect to any Tax Return shall make such Tax Return (or the relevant portions thereof) and related workpapers available for review by the other Parties, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting Party (or any member of its Group) would reasonably be expected to be liable, (ii) the requesting Party (or any member of its Group) would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting Party would reasonably be expected to have a claim for Tax Benefits under this Agreement, or (iv) the requesting Party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Party shall use its commercially reasonable efforts to make such Tax Return (or the relevant portions thereof) available for review as required under this Section 3.07 sufficiently in advance of the Due Date of such Tax Return to provide the requesting Party with a meaningful opportunity to analyze and comment on such Tax Return, and shall consider in good faith any written comments from the requesting Party, taking into account the Party obligated to bear the Tax reported on such Tax Return and whether the amount of the Tax liability with respect to such Tax Return is material. Any disagreement arising out of the review of such Tax Return shall be resolved in accordance with the terms of this Agreement pursuant to the disagreement resolution provisions of Article 14 as promptly as practicable.

Section 3.08 *SpinCo Carrybacks and Claims for Refunds and Certain Losses.* SpinCo hereby agrees that Parent shall be entitled to determine in good faith whether and to what extent (i) any Adjustment Request with respect to any Joint Return shall be filed, including whether and to what extent to claim in any Pre-Distribution Period any SpinCo Carryback, (ii) any available elections shall be made to waive the right to claim in any Pre-Distribution Period with respect to any Joint Return any SpinCo Carryback, and whether any affirmative election shall be made to claim any such SpinCo Carryback, and (iii) any Tax losses (or, for the absence of doubt, increase in Tax losses pursuant to a Final Determination) shall be utilized with respect to any Australian Income Tax Return or otherwise for Australian Income Tax purposes.

Section 3.09 *Apportionment of Tax Attributes.*

(a) Parent shall determine in good faith the allocation of Tax Attributes arising in a Pre-Distribution Period to the Parent Group and the SpinCo Pre-Transaction Group in accordance with the Code and Treasury Regulations (and any applicable state, local and foreign Tax Laws), including (i) in the case of a Tax Attribute other than earnings and profits, Treasury Regulations Sections 1.1502-9(c), 1.1502-21, 1.1502-22, and 1.1502-79, and (ii) in the case of earnings and profits, in accordance with Section 312(h) of the Code and Treasury Regulations Section 1.312-10. Parent shall consult in good faith with SpinCo regarding such allocation of Tax Attributes and shall consider in good faith any written comments received from SpinCo regarding such allocation of Tax Attributes.

(b) Parent and SpinCo shall compute all Taxes for Post-Distribution Periods and prepare all Tax Returns, in each case, consistently with the determination of the allocation of Tax Attributes pursuant to this Section 3.09 except to the extent otherwise required by a Final Determination.

(c) To the extent that the amount of any Tax Attribute is later reduced or increased by a Tax Authority or Tax Contest, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 3.09(a). For the avoidance of doubt, Parent shall not be liable to SpinCo or any member of the SpinCo Group for any failure of any determination under Section 3.09(a) to be accurate under applicable Law.

Section 3.10 *Amended Tax Returns.* Except to reflect the resolution of any dispute between the Parties resolved pursuant to Article 14 or (x) in the case of SpinCo, with the prior written consent of Parent (not to be unreasonably withheld), SpinCo shall not, and shall not permit any member of the SpinCo Group to, amend any Tax Return of any member of the SpinCo Pre-Transaction Group for any Pre-Distribution Period and (y) in the case of Parent, with the prior written consent of SpinCo (not to be unreasonably withheld), Parent shall not, and shall not permit any member of the Parent Group to amend (I) any Parent Specified Tax Returns relating to Other Taxes unless such amendment would not reasonably be expected to have any adverse effect on the SpinCo Group or (II) other than in a manner consistent with Past Practice, any Parent Specified Tax Return relating to the United Kingdom.

Section 3.11 *Section 245A Election.* With respect to any member of the SpinCo Pre-Transaction Group that is an Applicable SpinCo CFC that is eligible for the following election, Parent shall make or cause to be made the election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor provision of Tax Law that allows a closing of the books election) to close such entity's Tax year for Federal Income Tax purposes as of the date on which an extraordinary reduction (within the meaning of Treasury Regulations Section 1.245A-5(e)(2)(i)) occurs in connection with the Transactions (or any successor guidance) with respect to such Applicable SpinCo CFC (the "**Extraordinary Reduction Date**"). Parent and SpinCo shall (and shall cause their respective Affiliates to) reasonably cooperate to effect any such election. The Parties agree to allocate all Tax Items for Federal Income Tax purposes for the Tax year that includes the Extraordinary Reduction Date with respect to each such Applicable SpinCo CFC with respect to which such an election is made to any periods ending on or prior to the Extraordinary Reduction Date based on a closing of the books method under Treasury Regulations Section 1.1502-76, to the extent permitted by Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor guidance). Parent and SpinCo shall (and shall cause their respective Affiliates to) reasonably cooperate in the allocation of Foreign Taxes pursuant to Treasury Regulations Section 1.245A-5(e)(3)(i)(B) (or any successor guidance).

Article 4. Calculation of Tax and Payments.

Section 4.01 *Payment of Taxes.* In the case of any Tax Return governed by Article 2 prepared by one Party but reflecting any amount of Taxes for which another Party is responsible under Article 2:

(a) *Computation and Payment of Tax Due.* The Responsible Party shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 3.05 relating to consistent accounting practices, as applicable) with respect to such Tax Return on such Payment Date and shall notify the other Party of the amount the Responsible Party has determined, for purposes of filing such Tax Return, is required to be paid by the other Party in respect of such Tax Return under this

Agreement, together with reasonable documentation showing the basis for the calculation of such amount. The Responsible Party shall pay such amount that the Responsible Party has computed is required to be paid to the applicable Tax Authority on or before such Payment Date.

(b) *Computation and Payment of Liability with Respect to Tax Due.* Within thirty (30) days following the latest of (i) the Due Date of any Tax Return, (ii) the date on which such Tax Return is filed and (iii) the date upon which notice is given pursuant to Section 4.01(a):

(i) If Parent is the Responsible Party, then SpinCo shall pay to Parent the amount for which SpinCo is responsible under the provisions of Article 2.

(ii) If SpinCo is the Responsible Party, then Parent shall pay to SpinCo the amount for which Parent is responsible under the provisions of Article 2.

(c) *Adjustments Resulting in Underpayments.* In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Party shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Party shall compute the amount for which the other Party is responsible in accordance with Article 2 and such other Party shall pay to the Responsible Party any amount due to the Responsible Party under Article 2 within thirty (30) days from the later of (i) the date the additional Tax was paid by the Responsible Party, or (ii) the date of receipt of a written notice and demand from the Responsible Party for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto.

Section 4.02 *Indemnification Payments.* Except as otherwise provided in Section 4.01:

(a) If a Party (the “**Payor**”) is required under applicable Tax Law to pay to a Tax Authority a Tax for which another Party (the “**Required Party**”) is liable under this Agreement, the Required Party shall reimburse the Payor within ten (10) Business Days of delivery by the Payor to the Required Party of a request for payment for the amount due, together with reasonable documentation showing the basis for the calculation of such amount and evidence of payment of such Taxes paid and describing in reasonable detail the particulars relating thereto. The reimbursement shall include interest on the Tax payment computed at the Interest Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 4.02.

(b) If any Party (the “**Third Party Indemnifying Party**”) is required under the terms of an agreement to which it is a party to pay to a third party a Tax that another Party (the “**Company Indemnifying Party**”) is liable for under this Agreement, the Company Indemnifying Party shall reimburse the Third Party Indemnifying Party within ten (10) Business Days of delivery by the Third Party Indemnifying Party to the Company Indemnifying Party of a request for payment for the amount due, together with reasonable documentation showing the basis for the calculation of such amount and evidence of payment of such Taxes paid and describing in reasonable detail the particulars relating thereto.

(c) All indemnification payments shall be treated in the manner described in Section 13.01.

Section 4.03 *Method for Making Payments.* All payments required to be made under this Agreement shall be made by Parent (or the Contributing Subsidiary, as determined by Parent) directly to SpinCo and by SpinCo directly to Parent (or the Contributing Subsidiary, as determined by Parent); provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the Parent Group, on the one hand, may make such indemnification payment to any member of the SpinCo Group, and vice versa.

Article 5. Refunds.

Section 5.01 *General.*

(a) Parent shall be entitled to any Refund attributable to Federal Income Taxes due with respect to or required to be reported on any Parent Federal Consolidated Income Tax Return, State Income Taxes due with respect to or required to be reported on any Parent State Combined Income Tax Return, Foreign Income Taxes due with respect to or required to be reported on any Joint Return, any Taxes due with respect to or required to be reported on any Parent Separate Return (other than any Federal Other Taxes, State Other Taxes and Foreign Other Taxes for which SpinCo is responsible under Article 2), and any other Taxes for which Parent is liable hereunder (but not any Refunds specifically taken into account as assets in the determination of Final Net Working Capital or Final Net Indebtedness pursuant to the Separation and Distribution Agreement). Except as provided in the foregoing sentence, Section 5.02 and Section 5.03, SpinCo shall be entitled to any Refund attributable on a “with and without” basis to Taxes for which SpinCo is liable hereunder and, for the absence of doubt, any Refunds specifically taken into account in the determination of Final Net Working Capital and Final Net Indebtedness pursuant to the Separation and Distribution Agreement. A Party receiving a Refund to which another Party is entitled hereunder shall pay such Refund to such other Party within ten (10) Business Days after such Refund is received or the benefit of such Refund is realized.

(b) To the extent that an overpayment of Taxes for which Parent is liable under this Agreement is applied, in lieu of a Refund, as a credit toward or a reduction in Taxes otherwise payable for which SpinCo is liable under this Agreement and such overpayment of Taxes, if received as a Refund, would have been payable by SpinCo to Parent pursuant to this Section 5.01, SpinCo shall pay such amount to Parent no later than the Due Date for filing the Tax Return for which such overpayment is applied. To the extent that an overpayment of Taxes for which SpinCo is liable under this Agreement is applied, in lieu of a Refund, as a credit toward or a reduction in Taxes otherwise payable for which Parent is liable under this Agreement and such overpayment of Taxes, if received as a Refund, would have been payable by Parent to SpinCo pursuant to this Section 5.01, Parent shall pay such amount to SpinCo no later than the Due Date for filing the Tax Return for which such overpayment is applied.

Section 5.02 *Certain Adjustments.* In the event of an adjustment pursuant to a Final Determination relating to Taxes for which SpinCo, on the one hand, or Parent, on the other hand, is responsible pursuant to Article 2 (the “**Adjusted Party**”) which adjustment would have

given rise to a Refund for the Adjusted Party's account under this Article 5 but for an offset against the Taxes for which Parent or SpinCo, respectively, is responsible pursuant to Article 2 (the "**Benefited Party**"), then the Benefited Party shall pay to the other Party, within ten (10) Business Days of the Final Determination of such adjustment, (x) an amount equal to the amount of such offset against the Taxes of the Benefited Party *plus* (y) interest on such amount, computed at the Interest Rate, for the period from the filing date of the Tax Return that would have given rise to such Refund to the date on which the payment by the Benefited Party was made pursuant to this Section 5.02.

Section 5.03 *Certain Step-Up Tax Benefits.* Parent shall be entitled to 100% of the amount of any Refund or actual reduction of cash Taxes payable that is attributable to any step-up in Tax basis of any SpinCo Assets resulting from (A) the failure of any of the Tax-Free Transactions to qualify for Tax-Free Status (except insofar as the Taxes attributable to such failure are indemnified or borne by SpinCo hereunder) or (B) the Section 336(e) Election (except insofar as the Taxes attributable to such election are indemnified or borne by SpinCo hereunder). Parent shall be entitled to annual payments from SpinCo equal to 100% of the amount of any such Refund or reduction determined on a "with or without" basis treating any applicable Tax Benefits as the last items claimed for any taxable period after the utilization of any other available Tax Benefits. To the extent permitted by applicable Law, SpinCo shall elect to receive a Refund attributable to such step-up rather than a credit toward or reduction in future Taxes. SpinCo shall pay any such Refund (or reduction in Taxes payable), plus interest computed at the Interest Rate on such amount, for the period from the filing date of the Tax Return that gives rise, or would have given rise, to such Refund to the date on which such payment was made, to Parent within ten (10) Business Days after such Refund is received or the benefit of such Refund or reduction in Taxes payable is realized. In the case of any failure of the Tax-Free Transactions to qualify for Tax-Free Status, the SpinCo Group shall file any amended SpinCo Separate Returns required to claim any such Refund or reduction in Taxes payable to which Parent is entitled hereunder and reasonably cooperate, to the extent permitted by applicable Law, to cause any step-up in Tax basis of any SpinCo Assets to be allocated to depreciable or amortizable assets.

Section 5.04 *Reductions.* To the extent that the amount of any Refund under this Article 5 or Section 3.08 is later reduced by a Tax Authority or in a Tax Contest, such reduction shall be allocated to the Parties in the same manner in which such Refund was allocated pursuant to this Article 5 or Section 3.08, and an appropriate adjusting payment shall be promptly made.

Article 6. Tax-Free Status.

Section 6.01 *Representations and Warranties.*

(a) SpinCo, Merger Partner, and Merger Partner Equityholder hereby represent and warrant or covenant and agree that the facts represented and the representations made in the Tax Materials, to the extent (i) descriptive of (A) the Merger Partner Group or the Merger Partner Equityholder Group at any time (including the plans, proposals, intentions, and policies of the Merger Partner Group or the Merger Partner Equityholder Group, and including the representation that Merger Partner and Merger Partner Equityholder Group would not have consummated the Merger but for the Distribution), or (B) the SpinCo Group after the Effective

Time (including the plans, proposals, intentions, and policies of SpinCo, its Subsidiaries, the SpinCo Business, or the SpinCo Group), or (ii) relating to the actions or non-actions of the SpinCo Group to be taken (or not taken, as the case may be) after the Effective Time, or the Merger Partner Group or the Merger Partner Equityholder Group to be taken (or not taken, as the case may be) at any time, are, or will be from the time presented or made through and including the Effective Time (and thereafter as relevant) true, correct, and complete in all material respects.

(b) Parent hereby represents and warrants or covenants and agrees that (i) the facts presented and the representations made in the Tax Materials, to the extent descriptive of (A) the Parent Group at any time, or (B) the SpinCo Pre-Transaction Group at any time at or prior to the Effective Time (including, in each case, (x) the business purposes for each of the Distributions described in the Tax Materials to the extent that they relate to the Parent Group at any time or the SpinCo Pre-Transaction Group at any time at or prior to the Effective Time, and (y) the plans, proposals, intentions, and policies of the Parent Group at any time or the SpinCo Pre-Transaction Group at any time prior to the Effective Time), are, or will be from the time presented or made through and including the Effective Time (and thereafter, in the case of the Parent Group, as relevant) true, correct, and complete in all material respects.

(c) Each of Parent, SpinCo, Merger Partner, and Merger Partner Equityholder represents and warrants that it knows of no fact (after due inquiry and consultation with a Tax Advisor) that may cause the Tax treatment of any of the Tax-Free Transactions to be other than the Tax-Free Status.

(d) Parent represents and warrants that neither it nor any of its Affiliates has any plan or intention to take any action that is inconsistent with any statements or representations made in the Tax Materials. SpinCo, Merger Partner, and Merger Partner Equityholder represent and warrant that none of SpinCo, Merger Partner, or any of their respective Subsidiaries (including, after the Effective Time, the members of the SpinCo Group), or Merger Partner Equityholder has any plan or intention to take any action that is inconsistent with any statements or representations made in the Tax Materials.

Section 6.02 *Restrictions.*

(a) Parent, Merger Partner Equityholder and SpinCo shall not, and shall not permit any of their respective Groups to, take or fail to take, as applicable, any action if such action or failure to act would reasonably be expected to be inconsistent with or cause to be untrue any statement, information, covenant, or representation in any of the Tax Materials.

(b) Parent, Merger Partner Equityholder and SpinCo shall not take or fail to take, as applicable, and shall cause each other member of their respective Groups not to take or fail to take, as applicable, any action that would reasonably be expected to cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status.

(c) SpinCo, on behalf of itself and each other member of the SpinCo Group, and Merger Partner Equityholder, on behalf of itself and each other member of the Merger Partner Equityholder Group, agree that from the date of the Distribution by Parent until the first Business Day after the two-year anniversary of the Distribution Date,

(i) SpinCo and each Section 355 Company shall continue and cause to be continued the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) of its respective Controlled Active Trades or Businesses, taking into account Section 355(b)(3) of the Code;

(ii) SpinCo shall not voluntarily dissolve or liquidate or permit any Section 355 Company to voluntarily dissolve or liquidate (including taking any action that is a liquidation for Federal Income Tax purposes);

(iii) SpinCo shall not, and shall not permit any Section 355 Company to, enter into any Proposed Acquisition Transaction or, to the extent SpinCo or any other member of the SpinCo Group has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur (whether by (1) redeeming rights under a shareholder rights plan, (2) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (3) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the General Corporation Law of the State of Delaware or any similar corporate statute, any “fair price” or other provision of the charter or bylaws of SpinCo, or (4) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, or otherwise);

(iv) SpinCo (or any successor of SpinCo) shall not, and shall not agree to nor shall SpinCo (or any successor of SpinCo) permit any Section 355 Company to, merge, consolidate, or amalgamate with any other Person (except for the Merger);

(v) SpinCo will not in a single transaction or series of transactions (directly or indirectly) sell, transfer, or otherwise dispose of or agree to sell, transfer, or otherwise dispose of (or engage in any transaction treated for Federal Income Tax purposes as a sale, transfer, or disposition), directly or indirectly, nor shall SpinCo permit any Section 355 Company or any other member of the SpinCo Group to, sell, transfer, or otherwise dispose of or agree to sell, transfer, or otherwise dispose of assets (including any shares of capital stock of a Subsidiary) that, in the aggregate, constitute 30% or more of the gross assets of (x) any Controlled Active Trade or Business or (y) the “separate affiliated group” within the meaning of Section 355 of the Code (“SAG”) of (A) SpinCo or (B) a Section 355 Company, in each case, other than (1) sales, transfers, or dispositions of assets in the ordinary course of business, (2) sales, transfers or dispositions within SpinCo’s SAG or within a Section 355 Company’s SAG, respectively, (3) any cash paid to acquire assets from an unrelated Person in an arm’s-length transaction, (4) any assets transferred to a Person that is disregarded as an entity separate from the transferor for Federal Income Tax purposes, or (5) any mandatory or optional repayment (or pre-payment) of any indebtedness of SpinCo or any member of the SpinCo Pre-Transaction Group;

(vi) (A) SpinCo shall not, and shall not permit any Section 355 Company to, redeem or otherwise repurchase (directly or through an Affiliate) any stock, or rights to acquire stock and (B) SpinCo shall not permit any shareholder of SpinCo or a

Section 355 Company to become a “controlling shareholder” of SpinCo or a Section 355 Company within the meaning of Treasury Regulation Section 1.355-7;

(vii) SpinCo shall not take any action (including amending, or permitting any Section 355 Company or any other member of SpinCo Group to amend, its certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of SpinCo Capital Stock or the Capital Stock of any Section 355 Company (including, without limitation, through the conversion of one class of SpinCo or Section 355 Company Capital Stock into another class of SpinCo or Section 355 Company Capital Stock);

(viii) SpinCo shall not take, or permit any other member of the SpinCo Group to take, any other action or actions (including any action or transaction that would reasonably be expected to be inconsistent with any representation made in the Tax Materials) which in the aggregate (and taking into account the Merger (for the absence of doubt, including the Additional Merger Consideration), and any other transactions described in this Section 6.02(c) and treating the Retained Shares as acquired) could have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a Fifty-Percent or Greater Interest in SpinCo or any Section 355 Company (or any successor respectively) or otherwise jeopardize the Tax-Free Status (it being understood that, for this purpose, the Retained Shares shall be treated as acquired, any potential acquisitions set forth on Schedule B shall be treated as occurring, and the only acquisitions relevant for this purpose occurring on or before the Effective Time are the acquisition of SpinCo Capital Stock pursuant to the Merger, and any acquisitions set forth on Schedule B hereto, all of which do not exceed a 49.9% or greater interest in SpinCo or any member of the SpinCo Group);

(ix) Merger Partner Equityholder shall not, and shall ensure that no member of the Merger Partner Equityholder Group, directly, indirectly, through an Affiliate or otherwise, acquires, within the meaning of Section 355(e) of the Code or otherwise, Capital Stock of SpinCo or any Section 355 Company (other than Capital Stock of SpinCo received by Merger Partner Equityholder pursuant to the Merger, including, for the absence of doubt, the Additional Merger Consideration);

(x) Merger Partner Equityholder shall not permit and shall ensure that no member of the Merger Partner Equityholder Group permits, SpinCo or any Section 355 Company to enter into any Proposed Acquisition Transaction or, to the extent SpinCo or any other member of the SpinCo Group has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur;

in each case (other than Section 6.02(c)(ix) above), unless prior to taking any such action set forth in the foregoing clause (c), (x) SpinCo or Merger Partner Equityholder, as applicable, shall have requested that Parent obtain a private letter ruling (including a supplemental ruling, if applicable) from the IRS (a “**Post-Distribution Ruling**”) in accordance with Sections 6.03(a) and (c) to the effect that such action will not cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status and Parent shall have received such Post-Distribution Ruling in form and substance satisfactory to Parent in its sole and absolute

discretion (and in determining whether a private letter ruling is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and any representations made in connection with such private letter ruling), (y) SpinCo or Merger Partner Equityholder, as applicable, shall have provided Parent with an Unqualified Tax Opinion in form and substance satisfactory to Parent in its sole and absolute discretion (and in determining whether an opinion is satisfactory, Parent may consider, among other factors, the appropriateness of any underlying assumptions and any representations used as a basis for the Unqualified Tax Opinion), or (z) Parent shall have waived (which waiver may be withheld by Parent in its sole and absolute discretion) the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion.

(d) SpinCo shall provide written notice to Parent describing any Internal Restructuring proposed to be taken during or with respect to any Tax Period (or portion thereof) beginning after the Distribution Date and ending on or prior to the two-year anniversary of the Distribution Date (and any Tax election or transaction proposed to be made or effected that would be effective on or prior to the Distribution Date) and shall consult with Parent regarding any such proposed actions reasonably in advance of taking any such proposed actions. If such action could reasonably be expected to materially adversely affect Parent's intended tax treatment of any transaction set forth in the Separation Step Plan, SpinCo shall not take any such action without the prior written consent of Parent (not to be unreasonably withheld); provided, that Parent shall be deemed to have consented to such action if Parent does not provide a written response to SpinCo's written notice within thirty (30) days of delivery thereof.

(e) Until the first day of the first Tax year of Parent or the relevant foreign subsidiary immediately following the Tax year in which the Distribution by Parent occurs, SpinCo shall neither cause nor permit any foreign subsidiary of SpinCo (other than any such subsidiary whose Tax year closed on the date of the Distribution by Parent) to enter into any transaction or take any action that would be considered under the Code to constitute the declaration or payment of a dividend (including pursuant to Section 304 of the Code) without obtaining the prior written consent of Parent (such prior written consent not to be unreasonably withheld).

Section 6.03 *Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions.*

(a) If SpinCo or Merger Partner Equityholder, as applicable, notifies Parent that it desires to take one of the actions described in Section 6.02(c) (a "**Notified Action**"), Parent shall reasonably cooperate with SpinCo or Merger Partner Equityholder, as applicable, to seek to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion for the purpose of permitting SpinCo to take the Notified Action, unless Parent shall have waived the requirement to obtain such ruling or opinion. Notwithstanding the foregoing, Parent shall not be required to file, or cooperate in the filing of, a Post-Distribution Ruling under this Section 6.03(a) unless SpinCo or Merger Partner Equityholder, as applicable, represents that (i) it has read the request for such Post-Distribution Ruling, and (ii) all statements, information, and representations relating to any member of the SpinCo Group contained in such request and related documents are (subject to any qualifications therein) true, correct, and complete. SpinCo or Merger Partner Equityholder, as applicable, shall reimburse Parent for all reasonable out-of-pocket costs and expenses incurred by the Parent Group in obtaining a Post-Distribution Ruling or Unqualified

Tax Opinion requested by SpinCo or Merger Partner Equityholder, as applicable, within ten (10) Business Days after receiving a request for payment from Parent therefor.

(b) *Post-Distribution Rulings or Unqualified Tax Opinions at Parent's Request.* Parent shall have the right to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Parent determines to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion, SpinCo, Merger Partner and Merger Partner Equityholder shall (and shall cause their respective Affiliates to) reasonably cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Post-Distribution Ruling or Unqualified Tax Opinion (including, without limitation, by making any reasonably requested representation or covenant or providing any materials or information reasonably requested by the IRS or a Tax Advisor). Parent shall reimburse SpinCo and Merger Partner Equityholder for all reasonable out-of-pocket costs and expenses incurred by the SpinCo Group and Merger Partner Equityholder in obtaining a Post-Distribution Ruling or Unqualified Tax Opinion requested by Parent within ten (10) Business Days after receiving a request for payment from SpinCo or Merger Partner Equityholder therefor.

(c) Following the Distribution Date, neither SpinCo nor Merger Partner Equityholder, shall, and SpinCo and Merger Partner Equityholder shall not permit any member of the SpinCo Group or Merger Partner Equityholder Group, respectively, to, seek any guidance from the IRS or any other Tax Authority (whether written, verbal, or otherwise) at any time concerning the D-Reorganization or any of the Contributions or Distributions (including the impact of any other transaction on the D-Reorganization or any of the Contributions or the Distributions) unless SpinCo or Merger Partner Equityholder, respectively, shall have obtained the prior written consent of Parent.

Section 6.04 *Liability for Separation Tax Losses.*

(a) SpinCo shall be responsible for any Separation Tax Losses resulting from one or more of the following (in each case, regardless of whether a Post-Distribution Ruling, Unqualified Tax Opinion or waiver described in clauses (x), (y) or (z) of Section 6.02(c) or consent under Section 6.02(d) may have been provided):

(i) the direct or indirect acquisition following the Merger of all or a portion of SpinCo's Capital Stock, any Section 355 Company's Capital Stock, or the SpinCo Group's assets by any means whatsoever by any Person (other than the acquisition of Additional Merger Consideration pursuant to Section 3.1(a) and Annex I of the Merger Agreement, the acquisition of the Retained Shares, an acquisition of the SpinCo shares set forth on Schedule B or an acquisition pursuant to the Clean-Up Distribution or the Debt-for-Equity Exchange (the "**Known Acquisitions**")),

(ii) any negotiations, understandings, agreements, or arrangements by SpinCo (after the Effective Time), Merger Partner, Merger Partner Equityholder, any member of the SpinCo Group (in the case of the SpinCo Pre-Transaction Group, after the Effective Time) or, in each case, any of their respective Affiliates or Group members with respect to transactions or events (including, without limitation, stock issuances, whether pursuant to the exercise of stock options or otherwise, option grants, capital

contributions or acquisitions, or a series of such transactions or events), other than the Merger, the Separation and Distribution Agreement, or any other Transaction Document, that cause any of the Distributions to be treated as part of a Plan (which Plan may include the Merger) pursuant to which one or more Persons acquire directly or indirectly stock of SpinCo or any Section 355 Company representing a Fifty-Percent or Greater Interest therein, as applicable,

(iii) any action or failure to act by SpinCo (after the Effective Time), Merger Partner, Merger Partner Equityholder, any member of the SpinCo Group (in the case of the SpinCo Pre-Transaction Group, after the Effective Time) or, in each case, any of their respective Affiliates or Group members (including, without limitation, any amendment to such Person's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of SpinCo's Capital Stock or a Section 355 Company's Capital Stock (including, without limitation, through the conversion of one class of SpinCo or Section 355 Company Capital Stock into another class of SpinCo or Section 355 Company Capital Stock), other than entering into the Merger, the Separation and Distribution Agreement, or any other Transaction Document, or

(iv) any act or failure to act by SpinCo (after the Effective Time), Merger Partner, Merger Partner Equityholder or any member of the SpinCo Group (in the case of the SpinCo Pre-Transaction Group, after the Effective Time) or Merger Partner Equityholder Group or, in each case, any of their respective Affiliates that (A) could cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status, except to the extent that after due inquiry and consultation with a Tax Advisor, such Person did not know (and should not reasonably have expected) that such action could cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status or (B) is described in Section 6.02, other than entering into the Merger; provided, for the avoidance of doubt, that the exclusion of the Merger set forth in clause (A) and (B) above shall not exclude any act or failure to act (other than entering into the Merger) that would cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status as a result of causing the Merger to fail to qualify for Tax-Free Status.

(b) Parent shall be responsible for any liability for Separation Tax Losses resulting from one or more of the following:

(i) the direct or indirect acquisition following the Merger of all or a portion of Parent's stock or the Parent Group's assets by any means whatsoever by any Person,

(ii) any negotiations, understandings, agreements, or arrangements by any member of the Parent Group with respect to transactions or events (including, without limitation, stock issuances, whether pursuant to the exercise of stock options or otherwise, option grants, capital contributions or acquisitions, or a series of such transactions or events), other than the Merger, the Separation and Distribution Agreement, or any other Transaction Document, that cause any of the Distributions to be

treated as part of a Plan (which Plan may include the Merger) pursuant to which one or more Persons acquire directly or indirectly stock of Parent representing a Fifty-Percent or Greater Interest therein, or

(iii) any action or failure to act by any member of the Parent Group that could cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status, except to the extent that after due inquiry and consultation with a Tax Advisor, such Person did not know (and should not reasonably have expected) that such action could cause the Tax-Free Transactions (other than the Merger) to fail to qualify for Tax-Free Status, other than entering into the Merger, disposing of the Retained Shares (whether by means of a Clean-Up Distribution, a Debt-for-Equity Exchange or otherwise) and disposing, or permitting dispositions of, the SpinCo shares set forth in Schedule B ; provided, for the avoidance of doubt, that the exclusion of the Merger above in this clause (iii) shall not exclude any act or failure to act (other than entering into the Merger) that would affect Tax-Free Status of any of the Tax-Free Transactions (other than the Merger) as a result of affecting the Tax-Free Status of the Merger.

(c) Notwithstanding anything in Section 6.04(b) or any other provision of this Agreement, the Separation and Distribution Agreement or the Merger Agreement to the contrary:

(i) SpinCo shall be responsible for any Separation Tax Losses resulting (for the avoidance of doubt, in whole or in part) from an acquisition after the Merger (other than the Known Acquisitions) of any Capital Stock or assets of SpinCo or any member of the SpinCo Group by any means whatsoever by any Person or any action or failure to act by SpinCo or any member of the SpinCo Group affecting the voting rights of SpinCo or Section 355 Company Capital Stock or the stock of any member of the SpinCo Group.

(ii) SpinCo shall not be responsible for Separation Tax Losses under Section 6.04(a) and Section 6.04(c) to the extent that the relevant Tax-Free Transactions (other than the Merger) did not qualify for Tax-Free Status at the time they were taken solely as a result of facts and circumstances pertaining to the Parent Group (or the SpinCo Pre-Transaction Group) existing as of immediately after the Merger (it being agreed and understood that this clause (ii) shall not relieve SpinCo of responsibility it would otherwise have hereunder in the case of a failure to qualify for Tax-Free Status that arises both as a result of facts and circumstances existing as of immediately after the Merger and facts and circumstances arising thereafter).

(d) Parent or SpinCo, as applicable, (the “**Indemnifying Party**”) shall pay to SpinCo or Parent, as applicable (the “**Indemnified Party**”), the amount of any Separation Tax Losses for which the Indemnifying Party is responsible under Section 2.06, Section 2.07 or this Section 6.04:

(i) In the case of Separation Tax Losses described in clause (a) of the definition of Separation Tax Losses, SpinCo (if SpinCo is the Indemnifying Party) shall pay Parent such Separation Tax Losses no later than ten (10) Business Days prior to the Due Date of the Tax Return that Parent files, or causes to be filed, for the year of the

D-Reorganization, the Contributions, the Distributions, the Clean-Up Distribution or the Debt-for-Equity Exchange, as applicable (the “**Filing Date**”) (provided, that if such Separation Tax Losses arise pursuant to a Final Determination described in clause (a), (b) or (c) of the definition of Final Determination, then (if applicable) the Indemnifying Party shall pay the Party required by Law to pay such Separation Tax Losses no later than fifteen (15) Business Days after the date of such Final Determination), and

(ii) In the case of Separation Tax Losses described in clause (b) or (c) of the definition of Separation Tax Losses, no later than the later of (x) two (2) Business Days after the date the Indemnified Party pays such Separation Tax Losses and (y) ten (10) Business Days after the Indemnifying Party receives notification from the Indemnified Party of the amount of such Separation Tax Losses due.

Section 6.05 *Protective Election.* If Parent determines, in its sole discretion, that a protective election under Section 336(e) of the Code and the Treasury Regulations issued thereunder and any similar provision of state or local Tax Law (the “**Section 336(e) Election**”) shall be made with respect to any of the Distributions, SpinCo shall (and shall cause any relevant member of the SpinCo Group to) join with Parent (or any relevant member of the Parent Group) in the making of such election and shall take any action reasonably requested by Parent or that is otherwise necessary to give effect to such election (including making any other related election).

Article 7. Assistance and Cooperation.

Section 7.01 *Assistance and Cooperation.*

(a) Parent and SpinCo shall reasonably cooperate (and cause their respective Affiliates to reasonably cooperate) with each other and with each other’s agents, including accounting firms and legal counsel, in connection with Tax matters relating to such Parties and their Affiliates, including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any Tax Benefit, (iii) examinations of Tax Returns, (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed, and (v) the matters described in Schedule 7.01 to this Agreement. Such cooperation shall include making all information and documents in a Party’s possession relating to any other Party and its Affiliates available to such other Party, upon reasonable notice, as provided in Article 8. Parent and SpinCo shall also make available to any other Party, as reasonably requested and on a mutually convenient basis, personnel (including officers, directors, employees, and agents of such Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. Parent, SpinCo, each member of their respective Groups, and Merger Partner Equityholder shall cooperate and take any and all actions reasonably requested by Parent, SpinCo, or Merger Partner Equityholder in connection with obtaining the Tax Opinions, the IRS Ruling and any other tax opinions or rulings to be delivered in connection with the Transactions (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant, or providing any materials or information reasonably requested by any Tax Advisor or Tax Authority).

(b) Any information or documents provided under this Article 7 or Article 8 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. In addition, in the event that Parent determines that the provision of any information or documents to SpinCo or any of its respective Affiliates, or SpinCo reasonably determines that the provision of any information or documents to Parent or any of its Affiliates, could be commercially detrimental, violate any Law or agreement, or waive any Privilege, the Parties shall use reasonable best efforts to permit each other's compliance with its obligations under this Article 7 and Article 8 in a manner that avoids any such harm or consequence.

Section 7.02 *Tax Return Information.* Each of SpinCo and Parent, and each member of their respective Groups, acknowledges that time is of the essence in relation to any request for information, assistance, or cooperation made by Parent or SpinCo pursuant to this Agreement. Each of SpinCo and Parent, and each member of their respective Groups, acknowledge that failure to conform to the deadlines set forth in this Agreement could cause irreparable harm. Each of SpinCo and Parent shall provide to the other Party information and documents relating to its Group reasonably required by the Responsible Party to prepare Tax Returns or conduct Tax Contests. Any information or documents the requesting Party requires to prepare such Tax Returns shall be provided in such form as the requesting Party reasonably requests and at or prior to the time reasonably specified by the requesting Party so as to enable the requesting Party to file such Tax Returns on a timely basis.

Section 7.03 *Reliance by Parent.* If any member of the SpinCo Group supplies information to a member of the Parent Group in connection with Taxes and an officer of a member of the Parent Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Parent Group identifying the information being so relied upon, the chief financial officer of SpinCo (or any officer of SpinCo as designated by the chief financial officer of SpinCo) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Section 7.04 *Reliance by SpinCo.* If any member of the Parent Group supplies information to a member of the SpinCo Group in connection with Taxes and an officer of a member of the SpinCo Group, as applicable, signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the SpinCo Group identifying the information being so relied upon, the chief financial officer of Parent (or any officer of Parent as designated by the chief financial officer of Parent) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

Article 8. Tax Records.

Section 8.01 *Retention of Tax Records.* Each Company shall preserve and keep all Tax Records in its possession as of the date hereof relating to its Taxes for Pre-Distribution Periods or Taxes or Tax matters that are the subject of this Agreement, in each case, for so long as the contents thereof may become material in the administration of any matter under the Code

or other applicable Tax Law, but in any event until the later of (a) the expiration of any applicable statutes of limitations (including any waivers or extensions thereof), or (b) seven years after the Distribution Date (such later date, the “**Retention Date**”). After the Retention Date, each Company may dispose of such Tax Records. If, prior to the Retention Date, a Company reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article 8 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Parties agree, then such first Party may dispose of such Tax Records upon sixty (60) days’ prior notice to the other Parties. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at its cost and expense, to copy or remove, within such sixty (60)-day period, all or any part of such Tax Records.

Section 8.02 *Access to Tax Records.* The Companies and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records in their possession pertaining to (a) in the case of any Tax Return of the Parent Group, the portion of such Tax Return that relates to Taxes for which the SpinCo Group may be liable pursuant to this Agreement or (b) in the case of any Tax Return of the SpinCo Group, the portion of such Tax Return that relates to Taxes for which the Parent Group may be liable pursuant to this Agreement, and shall permit the other Parties and their Affiliates, authorized agents and representatives, and any representative of a Tax Authority or other Tax auditor direct access, at the cost and expense of the requesting Party, during normal business hours upon reasonable notice, to such Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns, audits, litigation, or the resolution of items under this Agreement. Notwithstanding anything to the contrary in this Agreement or any Transaction Document, in no event shall Parent be required to provide any Person with any Parent Federal Consolidated Income Tax Return, Parent State Combined Income Tax Return or any Joint Return or, in each case, any copy or portion thereof; provided, however, that to the extent any such Tax Return would be required to be delivered to SpinCo or a member of the SpinCo Group but for this sentence, Parent shall instead deliver a portion or excerpt thereof (or a pro forma Tax Return) showing solely items to the extent relating to SpinCo or the applicable members of the SpinCo Group.

Section 8.03 *Preservation of Privilege.* The Parties and their respective Affiliates shall not provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

Article 9. Tax Contests.

Section 9.01 *Notice.* Each of Parent and SpinCo shall provide prompt notice to the other Parties of any written communication from a Tax Authority regarding any pending Tax audit, assessment, or proceeding or other Tax Contest of which it becomes aware related to Taxes for any Tax Period for which it reasonably expects to be indemnified by another Party hereunder or for which it reasonably may be required to indemnify another Party hereunder, or otherwise relating to the Tax-Free Status (including the resolution of any Tax Contest relating

thereto). Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. The failure of one Party to notify another of such communication in accordance with the immediately preceding sentences shall not relieve the other Party of any liability or obligation to pay such Tax or make indemnification payments under this Agreement, except to the extent that the failure to timely provide such notification materially prejudices the ability of such other Party to contest such Tax liability.

Section 9.02 *Control of Tax Contests.*

(a) *Separate Company Taxes.* In the case of any Tax Contest with respect to any Separate Return (other than a Parent Federal Consolidated Income Tax Return, Parent State Combined Income Tax Return or Parent Separate Return of Australian Income Tax), the Party that has liability for the Tax that is the subject of the Tax Contest pursuant to this Agreement (or, if both Parent and SpinCo have liability for the Tax that is the subject of the Tax Contest pursuant to this Agreement, then whichever of Parent and SpinCo has the greater reasonably expected exposure to such Tax) shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Sections 9.02(c) and (d).

(b) *Parent Federal Consolidated Income Tax Returns, Parent State Combined Income Tax Returns and Joint Returns.*

(i) Subject to Section 9.02(e), in the case of any Tax Contest with respect to any Parent Federal Consolidated Income Tax Return or Parent State Combined Income Tax Return, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability.

(ii) Subject to Sections 9.02(c) and (d), in the case of any Tax Contest with respect to any Joint Return of Other Taxes, Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability.

(iii) In the case of any Tax Contest with respect to any Joint Return in Australia (or any Parent Separate Return of Australian Income Tax), Parent shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability.

(c) *Settlement Rights.* The Party entitled to control the Tax Contest under Section 9.02(a) and Section 9.02(b)(ii) (the “**Controlling Party**”) shall have the sole right to contest, litigate, compromise, and settle any Tax Contest without obtaining the prior consent of (x) Parent if SpinCo is the Controlling Party and (y) SpinCo if Parent is the Controlling Party (the “**Non-Controlling Party**”); provided, however, (x) that to the extent any such Tax Contest under Section 9.02(a) or Section 9.02(b)(ii) may give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this

Agreement or if the Controlling Party is in a different Group from the taxpayer in the Tax Contest, the Controlling Party shall not settle any such Tax Contest without obtaining the prior written consent of the Non-Controlling Party (which consent shall not be unreasonably withheld) and (y) that Parent, in the case of a Tax Return covered by Section 2.04(b)(i) (solely with respect to the United Kingdom and then only for the Pre-Distribution Period), shall notify SpinCo of the settlement of any Tax Contest with respect to such Tax Return that would reasonably be expected to affect items reported on any Tax Return of a member of the SpinCo Group. To the extent any such Tax Contest under Section 9.02(a) may give rise to a claim for indemnity by the Controlling Party or its Affiliates against the Non-Controlling Party or its Affiliates under this Agreement or if the Controlling Party is in a different Group from the taxpayer in the Tax Contest, (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax Authority; (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such Tax Contest; (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest; and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentences in this Section 9.02(c) with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement with respect to such Tax Contest except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(d) *Tax Contest Participation.* In the case of a Tax Contest under Section 9.02(a) or Section 9.02(b)(ii), unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement. The failure of the Controlling Party to provide any notice specified in this Section 9.02(d) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement with respect to such Tax Contest except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(e) *Separation-Related Tax Contests.* Notwithstanding anything in this Agreement to the contrary, Sections 9.02(c) and (d) shall not apply to any Separation-Related Tax Contest and instead (i) Parent shall have exclusive control over any Separation-Related Tax Contest, including, exclusive authority and discretion with respect to any settlement of, and positions taken in, such Tax Contest, subject to the provisions of this Section 9.02(e), and (ii) in

the event of any Separation-Related Tax Contest as a result of which SpinCo could reasonably be expected to become liable for any Tax or Separation Tax Loss, (A) Parent shall keep SpinCo informed in a timely manner of all actions taken by Parent with respect to such potential liability in such Tax Contest; (B) Parent shall provide SpinCo copies of any written materials relating to such potential liability in such Tax Contest received from any Tax Authority; (C) Parent shall timely provide SpinCo with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential liability in such Tax Contest; (D) SpinCo shall be entitled to have one member of Cravath, Swaine & Moore LLP participate in the defense of such Separation-Related Tax Contest (at its own expense) by attending any formally scheduled meetings with the relevant Tax Authority and Parent shall offer SpinCo a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential liability in such Tax Contest; and (E) Parent shall not settle any such Separation-Related Tax Contest without the prior written consent of SpinCo (not to be unreasonably withheld, delayed or conditioned); provided, however, that the failure of Parent to take any action specified in any of clauses (A) through (E) above shall not relieve SpinCo of any liability or obligation which it may have to Parent under this Agreement in respect of such liability or otherwise under this Agreement.

(f) *Power of Attorney.* Without limiting the generality of Section 18.08, each member of the SpinCo Group shall execute and deliver to Parent (or such member of the Parent Group as Parent shall designate) any power of attorney or other similar document reasonably requested by Parent (or such designee) in connection with any Tax Contest as to which Parent is the Controlling Party and any Tax Contest in Australia (and any other Tax Contest that Parent is entitled to control hereunder), described in this Article 9, within five (5) Business Days of such request. Each member of the SpinCo Group shall take all appropriate action to facilitate Parent's right to control, as set forth in Section 9.02(b)(iii), any Tax Contest in Australia, including forwarding any correspondence or communication received from the Tax Authority upon receipt, providing reasonable access to the online portals of the Australian Taxation Office, facilitating the ability of Parent or its designee to interact and communicate directly with the Tax Authority, refraining from making public statements about any such Tax Contest and refraining from taking any action that would interfere with such right of Parent to control such Tax Contest.

Article 10. Effective Date; Termination of Prior Intercompany Tax Allocation Agreements. Except as expressly set forth in this Agreement, as between Parent and SpinCo, this Agreement shall become effective upon the consummation of the Distribution, and as between Parent, SpinCo, Merger Partner and Merger Partner Equityholder, this Agreement shall become effective upon the consummation of the Merger. As of the date hereof or on such other date (on or prior to the Distribution Date) as Parent may determine, (a) all prior intercompany Tax allocation agreements or arrangements solely between or among any member(s) of the Parent Group, on the one hand, and any member(s) of the SpinCo Group, on the other hand, shall be terminated and (b) amounts due under or contemplated by such agreements or arrangements as of the date hereof shall be settled. Upon such termination and settlement, no further payments by or to Parent or by or to SpinCo (or any member of their respective Groups) with respect to such agreements or arrangements shall be made, and all other rights and obligations resulting from such agreements or arrangements between the Companies and their Affiliates shall cease at such time. Any payments pursuant to such agreements or arrangements shall be disregarded for purposes of computing amounts due under this Agreement.

Article 11. Survival of Obligations. The representations, warranties, covenants, and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time. The rights and obligations of the Parties and Merger Partner Equityholder under Article 2 and Article 6 shall survive (a) the sale or other transfer by either Company, Merger Partner Equityholder or any member of its respective Group of any assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization, or similar transaction involving either Company or any of the members of its respective Group.

Article 12. Covenant Not to Sue. Each Party and Merger Partner Equityholder hereby covenants and agrees it, the members of its Group, and any Person claiming through it shall (a) not bring suit or otherwise assert any claim against any indemnified party hereunder, (b) not assert a defense against any claim asserted by any indemnified party hereunder, including before any court, arbitrator, mediator, or administrative agency anywhere in the world, and (c) waive and release (on behalf of itself, the members of its Group, and any other Person claiming through it) any claim or defense against any person, in each case, alleging that: (i) the indemnification obligations of SpinCo on the terms and conditions set forth in this Agreement are unlawful, a breach of fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason; (ii) the indemnification obligations of Parent on the terms and conditions set forth in this Agreement are unlawful, a breach of fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason; or (iii) the provisions of Article 2 or Article 6 are unlawful, a breach of fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason.

Article 13. Treatment of Payments.

Section 13.01 *Treatment of Tax Indemnity Payments.* In the absence of any change in Tax treatment under the Code or except as otherwise required by other applicable Tax Law, any payment required by this Agreement, the Merger Agreement, or any Transaction Document (other than any payment of interest accruing after the Distribution Date) shall be reported for Tax purposes by the payor and the recipient as either (a) a contribution by the Contributing Subsidiary to SpinCo or a distribution by SpinCo to the Contributing Subsidiary (or the relevant member of its Group, respectively), as the case may be, occurring immediately prior to the applicable Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the Treasury Regulations thereunder or Treasury Regulations Section 1.1502-33(d) (or under corresponding principles of other applicable Tax Laws)) or (b) as payments of an assumed or retained liability, as determined by Parent in good faith.

Section 13.02 *Interest Under This Agreement.* Notwithstanding anything herein to the contrary, to the extent one Party (“**Indemnitor**”) makes a payment of interest to another Party (“**Indemnitee**”) under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by Law) and as interest income by the Indemnitee (includible in income to the extent provided by Law). For the absence of doubt, the

amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnitor or increase in Tax to the Indemnitee.

Article 14. Disagreements.

Section 14.01 *Discussion.* The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will endeavor, and they will cause their respective Group members to endeavor, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement between any member of the Parent Group, on the one hand, and any member of the SpinCo Group, on the other hand, as to the interpretation of any provision of this Agreement or the performance of obligations hereunder (a “**Dispute**”), the Tax departments of the Parties shall negotiate in good faith to resolve the Dispute.

Section 14.02 *Escalation.* If such good faith negotiations do not resolve the Dispute, the Parties shall either appoint a nationally recognized independent public accounting firm (the “**Accounting Firm**”) to resolve such Dispute or, if any Party does not consent to the appointment of the Accounting Firm, such Party, subject to Section 10.2 (as if references therein to the “Agreement” were references to this Agreement) and Section 10.9 of the Merger Agreement, may submit the Dispute (or such series of related Disputes) to any court of competent jurisdiction as set forth in Section 10.2 of the Merger Agreement. The Accounting Firm, if appointed, shall make determinations with respect to the disputed items based solely on representations made by Parent, SpinCo, and members of their respective Groups, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all Disputes submitted to it no later than sixty (60) days after such submission, but in no event later than any due date for the payment of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all Disputes submitted to it in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of the Parent Group, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by the Parent Group, on the one hand, and the SpinCo Group, on the other hand.

Article 15. Late Payments. Any amount not paid within ten (10) Business Days of the date when due pursuant to this Agreement shall accrue interest at the rate per annum published in the *Wall Street Journal* from time to time as the prime lending rate prevailing during any relevant period *plus* two percent (2%) (or, with respect to any payment obligation which a Party is disputing in good faith in accordance with the dispute resolution process set forth in Article 14, such interest shall accrue commencing on the date such dispute is finally resolved (including, if applicable, by an order of court of competent jurisdiction)), or, if less, the maximum interest rate allowable under applicable Law in the applicable jurisdiction, compounded quarterly. Notwithstanding the foregoing, at no time shall any Party be obligated pursuant to the foregoing sentence to pay interest at a rate exceeding the maximum interest rate

allowable under applicable Law in any applicable jurisdiction. If, by the terms of such foregoing sentence, any Party would otherwise be obligated at any time to pay interest at a rate in excess of such maximum interest rate in such applicable jurisdiction, then the interest payable shall be recomputed and reduced to such maximum interest rate, and the portion of all prior interest payments exceeding such maximum rate shall be applied to payment of the underlying principal amount.

Article 16. Expenses. Except as otherwise provided in this Agreement, each Party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Article 17. Relationship to Employee Matters Agreement. If and to the extent there is a conflict or inconsistency between any provision of this Agreement and a provision in the Employee Matters Agreement (as defined in the Merger Agreement), then the provision of the Employee Matters Agreement shall control in relation to a matter principally addressed by the Employee Matters Agreement.

Article 18. General Provisions.

Section 18.01 *Corporate Power; Facsimile Signatures.* Parent, SpinCo, Merger Partner, and Merger Partner Equityholder each represent on their own behalf, as follows:

(a) it has the requisite corporate or other organizational power and authority and has taken all corporate or other organizational action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(b) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it, enforceable in accordance with the terms hereof.

Section 18.02 *Survival of Covenants.* The covenants and other agreements contained in this Agreement, and liability for the breach of any covenants and other agreements contained herein, shall survive each of the D-Reorganization, the Contributions, the Distributions, and the Merger and shall remain in full force and effect.

Section 18.03 *Notices.* All notices and other communications to be given to Parent, SpinCo, Merger Partner, or Merger Partner Equityholder hereunder shall be sufficiently given for all purposes hereunder if given in accordance with Section 10.3 of the Merger Agreement, *mutatis mutandis*.

Section 18.04 *Assignment; No Third-Party Beneficiaries.* None of Parent, SpinCo, Merger Partner, or Merger Partner Equityholder may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Parties and Merger Partner Equityholder, as applicable. Any attempted assignment or delegation in breach of this Section 18.04 shall be null and void. This Agreement shall be binding upon and inure to the benefit of Parent, SpinCo, Merger Partner, and Merger Partner Equityholder and their respective permitted successors and assigns. Nothing expressed or implied in this Agreement is intended or

shall be construed to confer upon or give any Person, other than Parent, SpinCo, Merger Partner, and Merger Partner Equityholder, any rights or remedies under or by reason of this Agreement.

Section 18.05 *Force Majeure.* No Party nor Merger Partner Equityholder (nor any Person acting on behalf of any of them) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party or Merger Partner Equityholder claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) notify the other Parties and Merger Partner Equityholder, as applicable, of the nature and extent of any such Force Majeure and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

Section 18.06 *Termination.* This Agreement shall terminate simultaneously with the valid termination of the Merger Agreement prior to the Distribution. After the Distribution Time, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties. In the event of such termination, this Agreement shall become void and no Party nor Merger Partner Equityholder, or any of its respective officers and directors, shall have any liability to any Person by reason of this Agreement. This Agreement may be amended or modified, in whole or in part, only by a duly authorized agreement in writing executed by SpinCo and Parent (and, if prior to the Distribution by Parent, Merger Partner) which makes reference to this Agreement; provided that any amendment that would have an adverse impact on the rights or obligations of Merger Partner Equityholder hereunder shall require the agreement in writing of Merger Partner Equityholder.

Section 18.07 *Performance.* Parent will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the Parent Group. SpinCo will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the SpinCo Group. Merger Partner will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the Merger Partner Group. Each Party and Merger Partner Equityholder further agrees that it will, if applicable, (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 18.07 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take any action inconsistent with such Party's or Merger Partner Equityholder's obligations under this Agreement or the transactions contemplated hereby or thereby.

Section 18.08 *Further Action.* The Parties and Merger Partner Equityholder shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

Section 18.09 *No Double Recovery.* No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged Party or Merger Partner Equityholder has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity.

Unless expressly required in this Agreement, no Party nor Merger Partner Equityholder shall be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

Section 18.10 *Subsidiaries.* If, at any time, Parent, SpinCo or Merger Partner acquires or creates one or more subsidiaries that are includable in the Parent Group, SpinCo Group, or Merger Partner Group as applicable, they shall be subject to this Agreement and all references to the Parent Group, SpinCo Group, or Merger Partner Group as applicable, herein shall thereafter include a reference to such subsidiaries.

Section 18.11 *Successors.* This Agreement shall be binding on, and inure to the benefit of, any successor by merger, acquisition of assets, or otherwise, to any of the Parties (including, but not limited to, any successor of Parent, or SpinCo, or Merger Partner succeeding to the Tax Attributes of each under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

Section 18.12 *Incorporation by Reference.* Sections 1.3(a) through (i), 10.2, 10.4 through 10.6, 10.8(a) (other than clause (ii) thereof), 10.8(b) (other than clause (ii) thereof) and 10.9 through 10.11 of the Merger Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, except that each reference to “this Agreement” in such sections of the Merger Agreement shall be deemed to refer to this Agreement and references to “Parties” shall refer to Parent, SpinCo, Merger Partner and Merger Partner Equityholder, as appropriate.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties and Merger Partner Equityholder have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

JACOBS SOLUTIONS INC.

By: /s/ Justin Johnson

Name: Justin Johnson

Title: Senior Vice President and Corporate Secretary

[Signature Page to Tax Matters Agreement]

AMENTUM HOLDINGS, INC.

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

[Signature Page to Tax Matters Agreement]

AMENTUM PARENT HOLDINGS LLC

By: AMENTUM JOINT VENTURE LP, the sole member
of Amentum Parent Holdings LLC

By: AMENTUM JOINT VENTURE GP LLC, the general
partner of Amentum Joint Venture LP

By: /s/ James C. Pickel, Jr. _____

Name: James C. Pickel, Jr.

Title: Authorized Signatory

By: /s/ Eric L. Schondorf _____

Name: Eric L. Schondorf

Title: Authorized Signatory

AMENTUM JOINT VENTURE LP

By: AMENTUM JOINT VENTURE GP LLC, its general partner

By: /s/ James C. Pickel, Jr. _____

Name: James C. Pickel, Jr.

Title: Authorized Signatory

By: /s/ Eric L. Schondorf _____

Name: Eric L. Schondorf

Title: Authorized Signatory

[Signature Page to Tax Matters Agreement]

REGISTRATION RIGHTS AGREEMENT

by and between

Amentum Holdings, Inc.

and

Jacobs Solutions Inc.

Dated as of September 27, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions	2
Section 1.01. Certain Definitions	2
Section 1.02. Interpretation	7
ARTICLE II Representations and Warranties	8
Section 2.01. Existence; Authority; Enforceability	8
Section 2.02. Absence of Conflicts	8
Section 2.03. Consents	9
Section 2.04. Stockholder Representations	9
ARTICLE III Voting Restrictions	9
Section 3.01. Voting of Common Stock	9
ARTICLE IV Registration Rights	10
Section 4.01. Shelf Registration	10
Section 4.02. Demand Registration	11
Section 4.03. Registration Obligations	12
Section 4.04. Underwritten Offering	13
Section 4.05. Piggy-Back Registration	14
Section 4.06. Cutbacks	14
Section 4.07. Rule 144A and Regulation S Sales	15
Section 4.08. Rule 144	15
Section 4.09. Holdback Agreements	16
Section 4.10. Registration Procedures	16
Section 4.11. No Inconsistent Agreements	22
Section 4.12. Registration Expenses	22
Section 4.13. Indemnification; Contribution	22
Section 4.14. Indemnification Procedures	24
ARTICLE V Miscellaneous	26
Section 5.01. Term	26
Section 5.02. Stockholder Indemnification; Limitation of Liability	26
Section 5.03. Indemnification Priority	26
Section 5.04. Amendments and Waivers	27
Section 5.05. Successors, Assigns and Transferees	27
Section 5.06. Severability	27
Section 5.07. Counterparts; Electronic Signatures	28
Section 5.08. Entire Agreement	28
Section 5.09. Governing Law	28

Section 5.10.	Consent to Jurisdiction	28
Section 5.11.	WAIVER OF JURY TRIAL	29
Section 5.12.	Specific Performance	30
Section 5.13.	Third-Party Beneficiaries	30
Section 5.14.	Notices	30

Exhibit A	Form of Joinder to Registration Rights Agreement	
-----------	--	--

This REGISTRATION RIGHTS AGREEMENT (this “Agreement”), dated as of September 27, 2024 (the “Effective Date”), is made by and between Amentum Holdings, Inc., a Delaware corporation (the “Company”), and Jacobs Solutions Inc., a Delaware corporation (“JSI”), on behalf of itself and any of its subsidiaries that hold or acquire shares of Common Stock (as defined below), including Jacobs Engineering Group Inc., a Delaware corporation (“JEG”) (collectively, “Jacobs”). Capitalized terms that are used but not otherwise defined in this preamble or the recitals shall have the respective meanings ascribed to such terms in Section 1.01.

RECITALS

WHEREAS, pursuant to the Separation and Distribution Agreement (the “Separation and Distribution Agreement”), dated as of November 20, 2023, by and among the Company, JSI, Amentum Parent Holdings LLC and Amentum Joint Venture LP, JSI intends to separate a portion of its business and to cause certain related assets to be transferred to and certain related liabilities to be assumed by, directly or indirectly, the Company, through the distribution to JSI’s shareholders of at least 80.1% of the outstanding Common Stock (the “Distribution”), upon the terms and subject to the conditions set forth in the Separation and Distribution Agreement;

WHEREAS, pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of November 20, 2023, by and among the Company, JSI, Amentum Parent Holdings LLC and Amentum Joint Venture LP, the parties thereto intend to effect the merger of Amentum Parent Holdings LLC with and into the Company, with the Company surviving and the other transactions contemplated thereby, in each case, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, Jacobs intends to Sell all of the Registrable Securities that it holds prior to the date that is one (1) year following the date of this Agreement, and accordingly Jacobs may Transfer those shares of Common Stock owned by Jacobs that are not distributed in the Distribution (the “Remaining Shares”) (i) through one or more Debt Exchanges or (ii) to JSI’s stockholders in one or more dividend distributions following the Distribution, which may include one or more transactions Registered under the Securities Act, in each case, on the terms and subject to the conditions of this Agreement;

WHEREAS, in furtherance of the foregoing, the Company desires to grant to Jacobs certain registration rights as set forth in, and on the terms and subject to the conditions of, this Agreement; and

WHEREAS, Jacobs desires to grant to the Company a proxy to vote the Remaining Shares in direct proportion to the votes cast by the Company’s other stockholders, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

“Adverse Disclosure” means public disclosure of material, non-public information that, in the Board’s good faith judgment, (a) after consultation with outside legal counsel to the Company, would be required to be made in any Registration Statement filed with the SEC by the Company so that such Registration Statement would not be materially misleading and would not be required to be made at such time but for the filing of such Registration Statement and (b) the Company has a bona fide business purpose for not disclosing publicly.

“Affiliate” means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly controls, is controlled by or is under common control with such Person; provided, however, the Company and each Subsidiary of the Company shall be deemed not to be an Affiliate of Jacobs. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Blackout Period” has the meaning set forth in Section 4.03(c).

“Board” means the Board of Directors of the Company.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banking institutions are authorized or obligated by law to be closed in New York, New York.

“Claim Notice” has the meaning set forth in Section 4.14(a).

“Claims” has the meaning set forth in Section 4.13(a).

“Common Stock” means the common stock, \$0.01 par value, of the Company.

“Company” has the meaning set forth in the preamble.

“Debt” means any indebtedness of JEG, including debt securities, notes, credit facilities, credit agreements and other debt instruments, including, in each case, any amounts due thereunder.

“Debt Exchange” means: (i) a public exchange pursuant to which Jacobs shall Transfer some or all of its Registrable Securities to one or more Participating Banks in exchange for the satisfaction of Debt held by any of the Jacobs Group’s creditors, in a transaction or transactions Registered under the Securities Act, or (ii) a private exchange pursuant to which Jacobs shall Transfer some or all of its Registrable Securities to one or more Participating Banks in exchange for the satisfaction of Debt held by any of the Jacobs Group’s creditors, in a transaction or transactions not required to be Registered under the Securities Act.

“Demand Period” has the meaning set forth in Section 4.02(b).

“Demand Registration” means a Registration effected pursuant to Section 4.02.

“Demand Registration Statement” has the meaning set forth in Section 4.02(a).

“Demand Request” has the meaning set forth in Section 4.02(a).

“Distribution” has the meaning set forth in the recitals.

“EDGAR” has the meaning set forth in Section 4.10(a)(ii).

“Effective Date” has the meaning set forth in the preamble.

“Effective Period” means (i) in the case of a Demand Registration Statement, the Demand Period and (ii) in the case of a Shelf Registration Statement, the Shelf Period.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

“Indemnifying Party” has the meaning set forth in Section 4.14(a).

“Jacobs” has the meaning set forth in the preamble.

“Jacobs Group” has the meaning set forth in the definition of “Company Group” in the Separation and Distribution Agreement as of the date hereof.

“Jacobs Indemnitors” has the meaning set forth in Section 5.03.

“Jacobs Related Persons” means JSI and its Affiliates, and each of the foregoing’s respective current or former officers, directors, employees, equityholders and partners.

“JEG” has the meaning set forth in the preamble.

“JSI” has the meaning set forth in the preamble.

“Maximum Number” has the meaning set forth in Section 4.06.

“Merger Agreement” has the meaning set forth in the recitals.

“Merger Closing Date” has the meaning set forth in the definition of “Closing Date” in the Merger Agreement.

“Merger Effective Time” has the meaning set forth in the definition of “Effective Time” in the Merger Agreement.

“NYSE” means the New York Stock Exchange.

“Other Holder” has the meaning set forth in Section 4.06.

“Participating Banks” means such investment banks or lenders that engage in any Debt Exchange with Jacobs.

“Person” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Piggy-Back Company Notice” has the meaning set forth in Section 4.05.

“Piggy-Back Request” has the meaning set forth in Section 4.05.

“Piggy-Back Securities” has the meaning set forth in Section 4.05.

“Prospectus” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

“Registrable Securities” means shares of Common Stock owned by Jacobs (including any held in escrow), including any Common Stock acquired pursuant to the Merger Agreement or as a result of any reclassification, recapitalization, stock split or combination, exchange or readjustment of such Common Stock, any stock dividend or stock distribution in respect of such Common Stock, or any similar transaction in respect of such Common Stock, in each case whether now owned or hereinafter acquired; provided, however, that any such Registrable Securities shall cease to be Registrable Securities to the extent (a) a Registration Statement with respect to the Sale of such Registrable Securities has become effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (b) such Registrable Securities have been Sold or distributed to a Person other than a Transferee pursuant to Rule 144 or Rule 145 of the Securities Act

(or any successor rule) and new certificates or book entries for them not bearing a legend restricting transfer have been delivered by the Company, (c) such Registrable Securities have been otherwise Sold or disposed of to a Person other than a Transferee and new certificates or book entries for them not bearing a legend restricting transfer have been delivered by the Company and such securities may be publicly resold without volume limitations or other restrictions on transfer without Registration under the Securities Act or (d) such Registrable Securities cease to be outstanding.

“Registration” means a registration with the SEC of the applicable securities for offer and Sale under a Registration Statement. The terms “Register” and “Registered” shall have correlative meanings.

“Registration Statement” means any registration statement of the Company that covers Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“Remaining Shares” has the meaning set forth in the recitals.

“Representatives” means, as to any Person, such Person’s directors, members, partners, managers, officers, employees, agents and other representatives, in each case to the extent acting in their capacity as such.

“Restricted Securities” means any shares of Common Stock required to bear the legend set forth in Section 6.27 of the Merger Agreement.

“Rule 144” means Rule 144 promulgated under the Securities Act and any successor provision.

“Sale” means the direct or indirect transfer, sale, assignment, exchange or other disposition of a security. The terms “Sell”, “Selling” and “Sold” have correlative meanings.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

“Separation and Distribution Agreement” has the meaning set forth in the recitals.

“Shelf Period” has the meaning set forth in Section 4.01(b).

“Shelf Registration Statement” means a Registration Statement of the Company filed with the SEC on an appropriate form under the Securities Act for an

offering to be made on a continuous basis pursuant to Rule 415 (or any successor provision) under the Securities Act covering Registrable Securities.

“Shelf Take-Down” has the meaning set forth in Section 4.01(b).

“SpinCo Business” has the meaning set forth in the Separation and Distribution Agreement.

“Sponsor Stockholder” has the meaning set forth in the Stockholder Agreement.

“Stockholder Agreement” means that certain stockholders agreement entered into by and between the Company and Amentum Joint Venture LP, a Delaware limited partnership, as of the date hereof (a copy of which was provided to Jacobs concurrently with execution of this Agreement).

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

“Takedown Prospectus Supplement” has the meaning set forth in Section 4.01(a).

“Takedown Request” has the meaning set forth in Section 4.01(a).

“Transaction Document” has the meaning set forth in the Merger Agreement.

“Transfer” means, with respect to any Registrable Securities, a direct or indirect transfer, sale, short sale, exchange, grant of an option to purchase or other disposal of such Registrable Securities or entry into a swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Common Stock, whether such transaction is to be settled by delivery of Registrable Securities or other securities, in cash or otherwise; provided that, notwithstanding anything to the contrary herein, in no event shall this Agreement restrict Transfers of securities of JSI. “Transferred” shall have a correlative meaning.

“Transferee” has the meaning set forth in Section 5.05.

“Underwritten Offering” has the meaning set forth in Section 4.04(a).

“Underwritten Offering Notice” has the meaning set forth in Section 4.04(a).

Section 1.02. Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) the heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof;

(ii) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof”, “herein”, “hereby”, “hereto”, “herewith”, “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article”, “Section” and “Exhibit” refer to the specified Article, Section or Exhibit of this Agreement and references to “subparagraphs” or “clauses” shall be to separate subparagraphs or clauses of the Section or subsection in which the reference occurs; (F) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and (G) the word “or” shall be disjunctive but not exclusive;

(iii) any law defined or referred to in this Agreement or in any agreement or instrument that is referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws and the related regulations thereunder and published interpretations thereof, and references to any contract or instrument are to that contract or instrument as from time to time amended, modified or supplemented;

(iv) references to any federal, state, local, or foreign statute or law shall include all regulations promulgated thereunder; and

(v) references to any Person include references to such Person’s successors and permitted assigns.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. The parties hereto acknowledge that each party hereto and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

(e) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”.

(f) The term “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(g) Any Person shall be deemed to “beneficially own”, to have “beneficial ownership” of, or to be “beneficially owning” any securities (which securities shall also be deemed “beneficially owned” by such Person) that such Person is deemed to “beneficially own” within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act.

ARTICLE II

Representations and Warranties

Except as expressly provided in Section 2.04, each of the parties to this Agreement hereby represents and warrants, severally and not jointly (and solely as to itself), to the other party to this Agreement that as of the date such party executes this Agreement:

Section 2.01. Existence; Authority; Enforceability. Such party has the necessary power and authority to enter into this Agreement and to perform its obligations hereunder. Such party is duly organized and validly existing under the laws of its jurisdiction of organization, and the execution of this Agreement, and the performance of its obligations hereunder, have been authorized by all necessary corporate or analogous action on its part, and no other act or proceeding on its part is necessary to authorize the execution of this Agreement or the performance of its obligations hereunder. This Agreement has been duly executed by such party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar laws relating to or affecting creditors’ rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 2.02. Absence of Conflicts. The execution and delivery by such party of this Agreement and the performance of its obligations hereunder does not and will not (a) conflict with, or result in the breach of, any provision of the organizational documents of such party, (b) result in any violation, breach, conflict,

default or an event of default (or an event which with notice, lapse of time, or both, would constitute a default or an event of default), or give rise to any right of acceleration or termination or any additional material payment obligation, under the terms of any material contract, agreement or permit to which such party is a party or by which such party's assets or operations are bound or affected, or (c) violate any law applicable to such party, except, in the case of each of clauses (b) and (c) for any such violation, breach, conflict or default that would not impair in any material respect the ability of such party to perform its respective obligations hereunder.

Section 2.03. Consents. Other than as expressly required herein or any consents which have already been obtained, no material consent, waiver, approval, authorization, exemption, registration, license, permit or declaration is required to be made or obtained by such party in connection with the execution, delivery or performance of this Agreement by such party.

Section 2.04. Stockholder Representations. Jacobs hereby acknowledges that, as of the date hereof, the Common Stock held by Jacobs has not been Registered under the Securities Act or any other applicable law as of the date hereof and that such Common Stock may not be Transferred except in compliance with this Agreement and pursuant to the Registration provisions of the Securities Act or an applicable exemption therefrom.

ARTICLE III

Voting Restrictions

Section 3.01. Voting of Common Stock.

(a) From the date of this Agreement and until the date that the Jacobs Group ceases to own any Remaining Shares, JSI shall, and shall cause each other member of the Jacobs Group to (in each case, to the extent that they then own any Remaining Shares), be present, in person or by proxy, at each and every Company stockholder meeting, and otherwise to cause all Remaining Shares then owned by them to be counted as present for purposes of establishing a quorum at any such meeting, and to vote on or consent to any matter, or cause to be voted or consented on any such matter, all such Remaining Shares in direct proportion to the votes cast by the other holders of Common Stock on such matter.

(b) From the date of this Agreement and until the date that the Jacobs Group ceases to own any Remaining Shares, JSI hereby grants, and shall cause each other member of the Jacobs Group (in each case, to the extent that they own any Remaining Shares) to grant, an irrevocable proxy, which shall be deemed coupled with an interest sufficient under applicable law to support an irrevocable proxy to the Company or its designees, to vote, with respect to any matter (including waivers of contractual or statutory rights), all Remaining Shares owned by them in direct proportion to the votes

cast by the other holders of Common Stock on such matter; provided that (i) such proxy shall automatically be revoked as to a particular Remaining Share upon any Transfer of such Remaining Share to a Person other than a member of the Jacobs Group and (ii) nothing in this Section 3.01(b) shall limit or prohibit any such Transfer.

(c) JSI acknowledges and agrees (on behalf of itself and each member of the Jacobs Group) that the Company will be irreparably damaged in the event any of the provisions of this Article III are not performed by JSI in accordance with their terms or are otherwise breached. Accordingly, it is agreed that the Company shall be entitled to specific enforcement of the provisions of this Article III.

ARTICLE IV

Registration Rights

Section 4.01. Shelf Registration.

(a) Upon the request of Jacobs from time to time, the Company shall use reasonable best efforts to (as promptly as reasonably practicable and, in any event, within 60 days in the case of a Registration Statement on Form S-1) file a Shelf Registration Statement permitting the resale from time to time on a delayed or continuous basis pursuant to Rule 415 of the Securities Act by Jacobs of the Registrable Securities, which shall be filed as an automatically effective Registration Statement if the Company is then eligible for such filing, and use reasonable best efforts to cause such Shelf Registration Statement to become effective (promptly and, in any event, no later than 60 days after such filing) and thereafter keep it effective (including by renewing or refiling upon expiration) until the expiration of the Shelf Period (as defined below). Thereafter, the Company shall, as promptly as reasonably practicable following the written request of Jacobs for a resale of Registrable Securities (a “Takedown Request”), file a prospectus supplement or an amendment (a “Takedown Prospectus Supplement”) to such Shelf Registration Statement filed under Rule 424 promulgated under the Securities Act as may be necessary to enable resales of the Registrable Securities pursuant to Jacobs’ intended method of distribution thereof, and to the extent such Takedown Prospectus Supplement is not automatically effective upon filing, shall, subject to the terms of this Article IV, use its reasonable best efforts to cause such Takedown Prospectus Supplement to be declared effective under the Securities Act promptly after the filing thereof and, if required, to qualify under the “blue sky” laws of such jurisdictions as Jacobs or any underwriter reasonably requests. Each Takedown Request shall specify the Registrable Securities to be Registered, their aggregate amount, and the intended method or methods of distribution thereof. Jacobs agrees to provide the Company with such information in connection with any Shelf Registration Statement or Takedown Request as may be reasonably requested by the Company to ensure that any Shelf Registration Statement or Takedown Prospectus Supplement complies with the requirements of the Securities Act, including any financial statements or other information of the SpinCo Business relating to any date or any period ending on or prior to the Merger Closing Date to the extent required to be included or incorporated by reference in any Shelf Registration Statement or Takedown Prospectus Supplement.

(b) The Company shall use its reasonable best efforts to keep any Shelf Registration Statement filed pursuant to Section 4.01(a) continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by Jacobs to effect an offering of all or a portion of its Registrable Securities (such offering, a “Shelf Take-Down”) until the earlier of (i) the date as of which Jacobs no longer has any Registrable Securities and (ii) such shorter period as Jacobs may agree in writing (such period of effectiveness, the “Shelf Period”).

Section 4.02. Demand Registration.

(a) If at any time the Shelf Registration Statement pursuant to Section 4.01 is not available for the resale of the Registrable Securities, including if for any reason the Company is ineligible to maintain or use a Shelf Registration Statement, the Company shall use reasonable best efforts to (as promptly as reasonably practicable and, in any event, within 60 days in the case of a Registration Statement on Form S-1) following the written request of Jacobs for Registration under the Securities Act of all or part of Jacobs’ Registrable Securities (a “Demand Request”), file a Registration Statement with the SEC (a “Demand Registration Statement”) with respect to resales of the Registrable Securities pursuant to Jacobs’ intended method of distribution thereof, and shall, subject to the terms of this Article IV, use its reasonable best efforts to cause such Demand Registration Statement to be declared effective under the Securities Act (promptly and, in any event, no later than 60 days after such filing) and, if required, to qualify under the “blue sky” laws of such jurisdictions as Jacobs or any underwriter reasonably requests; provided that such Demand Registration Statement shall be filed on an appropriate form under the Securities Act for the type of offering contemplated by Jacobs. Each Demand Request shall specify the Registrable Securities to be Registered, their aggregate amount, and the intended method or methods of distribution thereof. Jacobs agrees to provide the Company with such information in connection with a Demand Request as may be reasonably requested by the Company to ensure that the Demand Registration Statement complies with the requirements of the Securities Act, including any financial statements or other information of the SpinCo Business relating to any date or any period ending on or prior to the Merger Closing Date to the extent required to be included or incorporated by reference in any Demand Registration Statement and not already in the possession of the Company. Notwithstanding anything in this Agreement to the contrary, the Company shall only be obligated to use reasonable best efforts to file and cause up to three Demand Registration Statements to be declared effective under the Securities Act pursuant to this Section 4.02.

(b) The Company shall be deemed to have effected a Demand Registration for purposes of this Section 4.02, Section 4.03(a) and Section 4.04(a) if the Demand Registration Statement becomes effective by the SEC and remains effective until the earlier of (i) 90 days after the effective date or (ii) such time as all Registrable Securities covered by such Registration Statement have been Sold or withdrawn in accordance with this Section 4.02, or if such Registration Statement relates to an Underwritten Offering (as defined below), such longer period as, in the opinion of outside legal counsel for the underwriter or underwriters, a Prospectus is required by law to be delivered in connection with Sales of Registrable Securities by an underwriter or

dealer (the applicable period, the “Demand Period”); provided that (i) if, during the Demand Period, such Registration or the successful completion of the relevant Sale is prevented by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court, or a Blackout Period or the need to update or supplement the Registration Statement, the Demand Period shall be extended on a day-for-day basis by the number of days such Registration or successful completion is prevented and (ii) no Demand Registration shall be deemed to have been effective for purposes of Section 4.03(a) and Section 4.04(a) if the conditions to closing specified in the underwriting agreement, if any, entered into in connection with any Underwritten Offering pursuant to such Demand Registration are not satisfied other than by reason of a wrongful act, misrepresentation or breach of such applicable underwriting agreement by Jacobs.

Section 4.03. Registration Obligations.

(a) Notwithstanding anything to the contrary set forth in Section 4.01 or Section 4.02, the Company shall not be obligated to prepare, file and cause to become effective (i) more than three Demand Registration Statements or (ii) any Demand Registration Statement in respect of Registrable Securities if the expected proceeds (or, in the case of a Debt Exchange, the anticipated fair value of the securities or indebtedness to be received by Jacobs) from the Sale thereof is less than \$50,000,000 (unless, in the case of the foregoing clause (ii), Jacobs is proposing to Sell all of its remaining Registrable Securities).

(b) Any Takedown Request or Demand Request may be revoked by notice from Jacobs to the Company at any time prior to the effective date of the corresponding Takedown Prospectus Supplement or Demand Registration Statement; provided that Jacobs reimburses the Company for all reasonable and documented out-of-pocket expenses incurred by the Company in connection with such revoked Takedown Request or Demand Request (other than any expenses incurred by the Company in connection with a Takedown Request or Demand Request revoked by Jacobs in connection with a Blackout Period or at a time one or more executive officers of the Company has determined the Company is entitled to impose a Blackout Period as set forth in Section 4.03(c)).

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to postpone and delay, for reasonable periods of time not in excess of 30 days in the aggregate in any 12-month period (a “Blackout Period”), the filing or effectiveness of any Takedown Prospectus Supplement or Demand Registration Statement or the offer or Sale of any Registrable Securities thereunder if one or more of the Executive Chairman, Chief Executive Officer, Chief Financial Officer or Chief Legal Officer of the Company shall determine in good faith that such filing or effectiveness or such offering or Sale of any Registrable Securities thereunder, as applicable, would (i) impede, delay or otherwise interfere with any pending or contemplated material acquisition, disposition, corporate reorganization or other similar material transaction involving the Company, (ii) based upon advice from a nationally recognized investment banker or financial advisor to the Company, materially and adversely impede, delay or

otherwise interfere with any pending or contemplated financing, offering or Sale of any class of securities by the Company, (iii) require Adverse Disclosure or (iv) have a material adverse effect on the Company. Upon notice by the Company to Jacobs of any such determination, Jacobs shall, except as required by applicable law, including any disclosure obligations under Section 13 of the Exchange Act, keep the fact of any such notice strictly confidential, and during any Blackout Period, promptly halt any offer, Sale, trading or Transfer (other than a distribution to shareholders of Jacobs that does not require the Company to file a Registration Statement after the date of this Agreement) by it of any Common Stock for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated by written notice by the Company to Jacobs) and promptly halt any use, publication, dissemination or distribution of any Prospectus or prospectus supplement covering such Registrable Securities for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated in writing by the Company) and, if so directed by the Company, shall deliver to the Company any copies then in its possession of any such Prospectus or prospectus supplement.

Section 4.04. Underwritten Offering.

(a) At any time after the Shelf Registration Statement required pursuant to Section 4.01 becomes effective, or as part of a Demand Request in accordance with Section 4.02, Jacobs may deliver a written notice to the Company (the “Underwritten Offering Notice”) specifying that the Sale of some or all of the Registrable Securities subject to such Shelf Registration Statement or Demand Registration Statement is intended to be conducted through an underwritten offering (the “Underwritten Offering”); provided, however, that Jacobs may not, without the Company’s prior written consent, (i) launch an Underwritten Offering the anticipated gross proceeds (or, in the case of a Debt Exchange, the anticipated fair value of the securities or indebtedness to be received by Jacobs) of which are expected to be less than \$50,000,000 (unless Jacobs is proposing to Sell all of its remaining Registrable Securities), (ii) launch more than three Underwritten Offerings or (iii) launch an Underwritten Offering within a Blackout Period.

(b) In the event of an Underwritten Offering, Jacobs shall select the managing underwriter(s) to administer the Underwritten Offering; provided that the choice of such managing underwriter(s) shall be subject to the consent of the Company, which consent is not to be unreasonably withheld, delayed or conditioned. The Company and Jacobs will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering.

(c) If, pursuant to Section 4.03(c), the Company defers any Registration of Registrable Securities in response to an Underwritten Offering Notice, Jacobs shall be entitled to withdraw such Underwritten Offering Notice and if it does so, such request shall not be treated for any purpose as the delivery of an Underwritten Offering Notice pursuant to Section 4.04(a).

Section 4.05. Piggy-Back Registration. If the Company at any time proposes or is required to Register any Common Stock under the Securities Act on its behalf or on behalf of any of its stockholders, on a form and in a manner that would permit Registration of the Registrable Securities (other than in connection with (i) dividend reinvestment plans, (ii) rights offerings, (iii) a Registration Statement on Form S-4 or Form S-8 or any similar successor form or (iv) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its Subsidiaries that are convertible or exchangeable for Common Stock and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provisions) of the Securities Act may resell such notes and Sell shares of Common Stock into which such notes may be converted or exchanged; provided, that the Company may not effect any offering or Shelf Take-Down with respect to shares of Common Stock on such initial Shelf Registration Statement unless the Company provides Jacobs with a Piggy-Back Company Notice (as defined below) with respect to (A) such offering or Shelf Take-Down or (B) a concurrent Registration Statement) then the Company shall give Jacobs prompt written notice (a “Piggy-Back Company Notice”) of its intent to do so not less than 15 Business Days prior to the contemplated filing date for such Registration Statement. Upon the written request of Jacobs (a “Piggy-Back Request”), given within five Business Days following the time that Jacobs was given any such written notice (which Piggy-Back Request shall specify the number of Registrable Securities requested to be Registered on behalf of Jacobs) (the “Piggy-Back Securities”), the Company shall include in such Registration Statement, subject to the provisions of this Section 4.05 and, in the case of a Registration on behalf of any of the Company’s stockholders, subject to the rights of such stockholders, the number of Registrable Securities set forth in such Piggy-Back Request.

Section 4.06. Cutbacks. In the event that (x) the Company proposes or is required (other than pursuant to a Takedown Request or Demand Request) to Register Common Stock in connection with an Underwritten Offering, (y) Jacobs has made a Piggy-Back Request in accordance with Section 4.05 with respect to such offering and (z) a nationally recognized investment banking firm selected by the Company to act as managing underwriter thereof reasonably and in good faith shall have advised the Company, Jacobs or any other holder of Common Stock intending to offer Common Stock in the offering, as applicable (each, an “Other Holder”), in writing that, in its opinion, the inclusion in the Registration Statement of some or all the shares of Common Stock sought to be Registered by the Company, Jacobs or the Other Holder(s) would adversely affect the price or success of the offering, the Company shall include in such Registration Statement such number of shares of Common Stock as the Company is reasonably advised can be Sold in such offering without such an effect (the “Maximum Number”) as follows and in the following order of priority:

- (a) if such Registration is by the Company for its own account, (i) *first*, such number of Piggy-Back Securities as Jacobs proposes to be included pursuant to a Piggy-Back Request, (ii) *second*, to the extent the number of shares of Common Stock to be included in the Registration pursuant to clause (i) is less than the Maximum Number, such number of shares of Common Stock as the Company proposes to register for its own account, and (iii) *third*, to the extent the

number of shares of Common Stock to be included in the Registration pursuant to the foregoing clauses (i) and (ii) is less than the Maximum Number, such number of shares of Common Stock as all Other Holders request to be included for their own account (with such number of shares allocated *pro rata* among the Other Holders in proportion to their respective beneficial ownership of such shares); or

(b) if such Registration is pursuant to the Demand Registration rights of one or more Other Holders, (i) *first*, such number of shares of Common Stock as Jacobs proposes to be included, (ii) *second*, to the extent the number of shares of Common Stock as such Other Holder(s) propose to be included (with such number of shares allocated *pro rata* among the Other Holder(s) in proportion to their respective beneficial ownership of such shares) and (iii) *third*, to the extent the number of shares of Common Stock to be included in the Registration pursuant to clauses (i) and (ii) of this subparagraph (b) is less than the Maximum Number, such number of shares of Common Stock as the Company requests to be included.

Section 4.07. Rule 144A and Regulation S Sales. Jacobs shall, in accordance with Rule 144A and/or Regulation S under the Securities Act (or any successor provisions), have analogous rights to Sell its Registrable Securities in a marketed offering under Rule 144A and/or Regulation S (or any successor provisions) under the Securities Act through one or more initial purchasers on a firm-commitment basis, using procedures that are substantially equivalent to those specified in this Article IV. The Company agrees to use its reasonable best efforts to cooperate to effect any such Sales under such Rule 144A and/or Regulation S (or any successor provisions). Except as may be required by Rule 144A and/or Regulation S (or any successor provision), nothing in this Section 4.07 shall impose any additional or more burdensome obligations on the Company than would apply under this Article IV, in each case, *mutatis mutandis* in respect of a Registered Underwritten Offering (including the estimated gross proceeds or fair value minimum set forth in Section 4.04(a)), or require that the Company take any actions that it would not be required to take in an Underwritten Offering of such Registrable Securities.

Section 4.08. Rule 144.

(a) With a view to making available the benefits of Rule 144 to Jacobs, the Company agrees that, for so long as Jacobs owns Registrable Securities, the Company will use its reasonable best efforts to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the date of this Agreement; and (ii) following the date of this Agreement, for so long as Jacobs owns any Restricted Securities, furnish to Jacobs upon written request a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act.

(b) For so long as Jacobs owns Registrable Securities, the Company will use reasonable best efforts to take such further necessary action as any holder of Registrable Securities may reasonably request in connection with the removal of any

restrictive legend on the Registrable Securities being Sold, all to the extent required from time to time to enable Jacobs to Sell the Restricted Securities without Registration under the Securities Act within the limitations of the exemption provided by Rule 144.

Section 4.09. Holdback Agreements.

(a) To the extent requested in writing by the managing underwriter or underwriters of any Underwritten Offering and to the extent Jacobs signs a lock-up agreement for shares of Common Stock not covered in the Underwritten Offering, other than in the case of an Underwritten Offering of all Registrable Securities held by Jacobs (provided that such lock-up agreement shall not prohibit Jacobs from distributing any shares of Common Stock pro rata to its shareholders), the Company agrees not to, and shall use reasonable best efforts to obtain agreements (in the underwriters' customary form) from its directors and executive officers (including any deemed "officers" under Section 16 of the Exchange Act) not to, directly or indirectly offer, Transfer or pledge, or contract to Transfer or pledge, any equity securities of the Company, during the 90 days beginning on the pricing date of such Underwritten Offering (except as part of such Underwritten Offering or any Transfer pursuant to Registrations on Form S-8 or Form S-4) unless Jacobs and the managing underwriter or underwriters otherwise agree to a shorter period. Each Person subject to the restrictions of the preceding sentence shall receive the benefit of any shorter "lock-up" period or permitted exceptions agreed to by Jacobs and the managing underwriter or underwriters for any Underwritten Offering and the terms of such lock-up agreements shall govern such Person in lieu of the preceding sentence.

(b) To the extent requested in writing by the underwriter(s) or exchanging bank(s) in connection with a debt-for-equity exchange by Jacobs with respect to its Common Stock, the Company agrees not to, and shall use reasonable best efforts to obtain agreements (in the underwriters' or banks' customary form) from their respective directors and executive officers not to, directly or indirectly offer, Transfer or pledge, or contract to Transfer or pledge, any equity securities of the Company, during the 90 days beginning on the pricing date for such debt-for-equity exchange unless the underwriters or banks otherwise agree to a shorter period. Each Person subject to the restrictions of the preceding sentence shall receive the benefit of any shorter "lock-up" period or permitted exceptions agreed to by the underwriters or banks for the debt-for-equity exchange and the terms of such lock-up agreements shall govern such Person in lieu of the preceding sentence. For the avoidance of doubt, the agreements described in the first sentence of this Section 4.09(b) shall not apply to restrict Jacobs or any Common Stock held by Jacobs.

Section 4.10. Registration Procedures.

(a) In connection with each Registration Statement prepared pursuant to this Article IV pursuant to which Registrable Securities will be offered and Sold, and in accordance with the intended method or methods of distribution of the Registrable Securities as described in such Registration Statement, the Company shall:

(i) use its reasonable best efforts to, as promptly as reasonably practicable (and within the time requirements set out in this Article IV), prepare and file with the SEC a Registration Statement on an appropriate Registration form of the SEC and thereafter use reasonable best efforts to cause such Registration Statement to become effective under the Securities Act promptly after the filing thereof, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by such form to be filed therewith; provided that before filing a Registration Statement or Prospectus or any amendments or supplements thereto, the Company shall furnish to one or more legal counsel selected by Jacobs draft copies of all such documents proposed to be filed at least ten Business Days prior to such filing, which documents will be subject to the reasonable review and comment of Jacobs and its agents and Representatives and the underwriters, if any, and the Company shall not file any amendment or supplement to a Takedown Prospectus Supplement or Demand Registration Statement to which Jacobs or the underwriters, if any, shall reasonably object;

(ii) as promptly as reasonably practicable thereafter, furnish without charge to Jacobs and the underwriters, if any, at least one conformed copy of the Registration Statement and each post-effective amendment or supplement thereto (including all schedules and exhibits but excluding all documents incorporated or deemed incorporated therein by reference, unless requested in writing by Jacobs or an underwriter, except to the extent such exhibits and schedules are currently available via the SEC's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR")) and such number of copies of the Registration Statement and each amendment or supplement thereto (excluding exhibits and schedules) and the summary, preliminary, final, amended or supplemented Prospectuses included in such Registration Statement as Jacobs or the underwriters, if any, may reasonably request in order to facilitate the public Sale or other disposition of the Registrable Securities being Sold by Jacobs (the Company hereby consents to the use in accordance with the U.S. securities laws of such Registration Statement (or post-effective amendment thereto) and each such Prospectus (or preliminary Prospectus or supplement thereto) by Jacobs and the underwriters, if any, in connection with the offering and Sale of the Registrable Securities covered by such Registration Statement or Prospectus);

(iii) use its reasonable best efforts to keep such Registration Statement effective for the Effective Period, prepare and file with the SEC such amendments, post-effective amendments and supplements to the Registration Statement and the Prospectus as may be necessary to maintain the effectiveness of the Registration for the Effective Period and cause the Prospectus (and any amendments or supplements thereto) to be filed with the SEC;

(iv) use its reasonable best efforts to, as promptly as reasonably practicable, Register or qualify the Registrable Securities covered by such Registration Statement under such other securities or "blue sky" laws of such jurisdictions in the United States as are reasonably necessary, keep such

Registrations or qualifications in effect for so long as the Registration Statement remains in effect, and do any and all other acts and things which may be reasonably necessary to enable Jacobs or any underwriter to consummate the disposition of the Registrable Securities in such jurisdictions; provided, however, that in no event shall the Company be required to (A) qualify to do business as a foreign corporation in any jurisdiction where it would not, but for the requirements of this subparagraph (iv), be required to be so qualified, (B) execute or file any general consent to service of process under the laws of any jurisdiction, (C) take any action that would subject it to service of process in suits other than those arising out of the offer and Sale of the securities covered by the Registration Statement, or (D) subject itself to taxation in any jurisdiction where it would not otherwise be obligated to do so, but for this subparagraph (iv);

(v) use its reasonable best efforts to, as promptly as reasonably practicable, cause all Registrable Securities covered by such Registration Statement, if any, to be listed (after notice of issuance) on the NYSE or on the principal securities exchange or interdealer quotation system on which the Common Stock is then listed or quoted;

(vi) use its reasonable best efforts to promptly notify Jacobs and the managing underwriter or underwriters, if any, after becoming aware thereof, (A) when the Registration Statement or any related Prospectus or any amendment or supplement thereto has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (B) of any request by the SEC or any U.S. state securities authority for amendments or supplements to the Registration Statement or the related Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for Sale in any jurisdiction or the initiation of any proceeding for such purpose or (E) within the Effective Period of the happening of any event or the existence of any fact which makes any statement in the Registration Statement or any post-effective amendment thereto, Prospectus or any amendment or supplement thereto, or any document incorporated therein by reference untrue in any material respect or which requires the making of any changes in the Registration Statement or post-effective amendment thereto or any Prospectus or amendment or supplement thereto so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) during the Effective Period, use its reasonable best efforts to obtain, as promptly as practicable, the withdrawal of any order enjoining or suspending the use or effectiveness of the Registration Statement or any post-effective amendment thereto or the lifting of any suspension of the qualification

of any of the Registrable Securities for Sale in any jurisdiction at the earliest date reasonably practicable;

(viii) use its reasonable best efforts to deliver promptly to Jacobs and the managing underwriters, if any, copies of all correspondence between the SEC and the Company, its legal counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the Registration Statement (except to the extent such correspondence is currently available via EDGAR);

(ix) use its reasonable best efforts to permit Jacobs, the underwriters(s) and its and their respective Representatives to do such reasonable investigation with respect to information contained in or omitted from the Registration Statement as it deems reasonably necessary for the purpose of conducting due diligence with respect to the Company;

(x) use its reasonable best efforts to, as promptly as reasonably practicable, provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement not later than the effective date of such Registration Statement;

(xi) use its reasonable best efforts to cooperate with Jacobs and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates or book-entry shares representing the Registrable Securities to be Sold under the Registration Statement in a form eligible for deposit with The Depository Trust Company not bearing any restrictive legends (other than as required by The Depository Trust Company) and not subject to any stop transfer order with any transfer agent, and cause such Registrable Securities to be issued in such denominations and Registered in such names as the managing underwriters, if any, may request in writing or, if not an Underwritten Offering, in accordance with the instructions of Jacobs, in each case at least two Business Days prior to any Sale of Registrable Securities;

(xii) in the case of a firm commitment Underwritten Offering, use its reasonable best efforts to, as promptly as reasonably practicable, enter into an underwriting agreement customary in form and substance (taking into account the Company's prior underwriting agreements) for firm commitment underwritten secondary offerings of the nature contemplated by the applicable Registration Statement;

(xiii) use its reasonable best efforts to, as promptly as reasonably practicable, obtain an opinion from the Company's outside and internal legal counsel and a "comfort" letter (and bring-down "comfort" letter) from the Company's independent public accountants (and, if necessary, any other independent certified public accountants of any Subsidiary of the Company, any accounting predecessor or successor to the Company (including, for the avoidance of doubt, the SpinCo Business) or any business acquired by the Company for which financial statements and financial data is, or is required to be, included in

the Registration Statement) in customary form and covering such matters as are customarily covered by such opinions, “comfort” letters and bring-down “comfort” letters in connection with an offering of the nature contemplated by the applicable Registration Statement;

(xiv) use its reasonable best efforts to, as promptly as reasonably practicable, provide to legal counsel to Jacobs and to the managing underwriters, if any, and no later than the time of filing of any document which is to be incorporated by reference into the Registration Statement or Prospectus (after the initial filing of such Registration Statement), copies of any such document;

(xv) cause its officers to fully cooperate with the marketing of the Registrable Securities covered by the Registration Statement, including, at the recommendation or request of the underwriters, making themselves available to participate in presentations (including “road-shows”), “one-on-one,” and other customary marketing activities in such locations (domestic and foreign) as recommended by the underwriter(s);

(xvi) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(xvii) otherwise use its reasonable best efforts to comply with, and cause its officers to comply with, all applicable rules and regulations of the Financial Industry Regulatory Authority (“FINRA”) (including by collecting and delivering any FINRA questionnaires requested by counsel to Jacobs), the SEC and NYSE (or any other applicable national securities exchange);

(xviii) use its reasonable best efforts to comply with the requirements of Rule 144(c)(1) with respect to public information about the Company; and

(xix) use its reasonable best efforts to take all other steps, at the written request of Jacobs, as may be necessary to effect the Registration, offering and Sale of the Registrable Securities as required hereby.

(b) In the event that the Company would be required, pursuant to Section 4.10(a)(vi)(E), to notify Jacobs or the managing underwriter or underwriters, if any, of the happening of any event specified therein, the Company shall, subject to Section 4.03(c), as promptly as practicable, prepare and furnish to Jacobs and to each such underwriter a reasonable number of copies of a Prospectus supplemented or amended so that, as thereafter delivered to purchasers of Registrable Securities that have been Registered pursuant to this Agreement, such Prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Jacobs agrees that, upon receipt of any notice from the Company pursuant to Section 4.10(a)(vi)(E), it shall, and shall use its reasonable best efforts to, cause any Sales or placement agent or agents for the Registrable Securities and

the underwriters, if any, to forthwith discontinue disposition of the Registrable Securities until such Person shall have received copies of such amended or supplemented Prospectus and, if so directed by the Company, to destroy all copies, other than permanent file copies, then in its possession of the Prospectus (prior to such amendment or supplement) covering such Registrable Securities as soon as practicable after Jacobs' receipt of such notice.

(c) The Company hereby agrees that if it shall previously have received a request pursuant to Section 4.01 or Section 4.02 for Registration of Registrable Securities in an Underwritten Offering, and if such previous Registration shall not have been withdrawn or abandoned, the Company, if requested by the managing underwriter for such Underwritten Offering, shall not Transfer to a third party or third parties any Common Stock, any other equity security of the Company or any security convertible into or exchangeable for any equity security of the Company until the earlier of (i) 90 days after the effective date of such Registration Statement and (ii) such time as all of the Registrable Securities covered by such Registration Statement have been distributed; provided, however, that notwithstanding the foregoing, the Company may Transfer Common Stock or such other securities (A) as part of such Underwritten Offering, subject to Section 4.06, (B) pursuant to a Registration Statement on Form S-8 or Form S-4 under the Securities Act or any successor or similar form, (C) as part of a transaction under Rule 145 of the Securities Act, (D) in one or more private transactions that would not interfere with the method of distribution contemplated by such Registration Statement or (E) if such Transfer was publicly announced or agreed to in writing by the Company prior to the date of the receipt of such request pursuant to Section 4.01, but subject to Section 4.06 if applicable.

(d) Jacobs shall furnish to the Company in writing such information regarding Jacobs and its intended method of distribution of the Registrable Securities as the Company may from time to time reasonably request in writing in order for the Company to comply with its obligations under all applicable securities and other laws and to ensure that the Prospectus relating to such Registrable Securities conforms to the applicable requirements of the Securities Act and the rules and regulations thereunder, including any financial statements or other information of the SpinCo Business relating to any date or any period ending on or prior to the Merger Closing Date to the extent required to be included or incorporated by reference in any Prospectus and not already in the possession of the Company. Jacobs shall promptly notify the Company of any inaccuracy or change in information previously furnished by Jacobs to the Company or of the occurrence of any event, in either case as a result of which any Prospectus relating to the Registrable Securities contains or would contain an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and promptly furnish to the Company any additional information required to correct and update any previously furnished information or required so that such Prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) In the case of any Underwritten Offering of shares of Common Stock Registered under a Takedown Prospectus Supplement or a Demand Registration Statement, or in the case of a Registration under Section 4.05 if the Company has entered into an underwriting agreement in connection therewith, all shares of Common Stock to be included in such offering or Registration, as the case may be, shall be subject to the applicable underwriting agreement and no Person may participate in such offering or Registration unless such Person agrees to Sell such Person's securities on the basis provided therein and completes and executes all questionnaires, indemnities, underwriting agreements and other documents (other than powers of attorney) which must be executed in connection therewith, and provides such other information to the Company or the underwriter as may be reasonably requested to offer or Register such Person's Common Stock.

Section 4.11. No Inconsistent Agreements. Without the prior written consent of Jacobs, except for the Stockholder Agreement as in effect as of the date hereof, (a) neither the Company nor any of its Subsidiaries shall enter into any agreement granting Registration or similar rights to any Person that are prior in right, *pari passu* or inconsistent with the rights under this Agreement, and (b) neither the Company nor any of its Subsidiaries shall modify or amend any Registration or similar rights set forth in the Stockholder Agreement, in a manner that is adverse to Jacobs' registration rights under this Agreement, in each case prior to the date that is one (1) year following the effective date of the Distribution. In furtherance of the foregoing, the Company shall not waive or amend Article IV (Transfer Restrictions) of the Stockholder Agreement without prior written consent of Jacobs.

Section 4.12. Registration Expenses. In connection with any Registration and Sale of any Registrable Securities by Jacobs, the Company shall bear all reasonably incurred, out-of-pocket Registration and filing fees, printing costs and fees and expenses of its and Jacobs' legal counsel and accountants and, to the extent not borne by the underwriters in accordance with the terms of the applicable underwriting agreement, any underwriters (excluding, for the avoidance of doubt, any underwriters' discounts or fees), except as otherwise provided in Section 4.02 where a request is revoked at the request of Jacobs.

Section 4.13. Indemnification; Contribution.

(a) To the fullest extent permitted by applicable law, the Company shall, and it hereby agrees to, indemnify and hold harmless Jacobs, each underwriter and the equityholders, controlling persons, directors, officers and employees of each of the foregoing in any offering or Sale of the Registrable Securities, including pursuant to Section 4.01, Section 4.02 or Section 4.05, against any losses, claims, damages or liabilities, actions or proceedings (whether commenced or threatened) in respect thereof and expenses (including actual and documented out-of-pocket fees of legal counsel reasonably incurred) (collectively, "Claims") to which each such indemnified party may become subject, insofar as such Claims (including any amounts paid in settlement effected with the consent of the Company as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon an

untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, or any preliminary or final Prospectus contained therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or arise out of, relate to, are in connection with, or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and the Company shall, and it hereby agrees to, reimburse periodically each such indemnified Person for any actual and documented out-of-pocket legal or other actual and documented out-of-pocket expenses reasonably incurred by it in connection with investigating or defending any such Claims; provided, however, that the Company shall not be liable to any such Person in any such case to the extent that any such Claims arise out of, relate to, are in connection with, or are based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, or preliminary or final Prospectus, or amendment or supplement thereto, in reliance upon written information furnished to the Company (x) by Jacobs or any Representative of Jacobs, it being understood and agreed that the only such information furnished by Jacobs or any Representative of Jacobs consists of the information described as such in Section 4.13(b) or (y) by or on behalf of any underwriter expressly for use therein.

(b) To the fullest extent permitted by applicable law, Jacobs shall, and hereby agrees to, (i) indemnify and hold harmless the Company, its directors, officers, employees and its other equityholders and each underwriter, its partners, officers, directors, employees and controlling Persons, if any, in any offering or Sale of Registrable Securities by it against any Claims to which each such indemnified party may become subject, insofar as such Claims (including any amounts paid in settlement as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, or any preliminary or final Prospectus contained therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or arise out of, relate to, are in connection with, or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information regarding Jacobs furnished to the Company by Jacobs or any Representative of Jacobs, it being understood and agreed that the only such information furnished by Jacobs or any Representative of Jacobs consists of the number of shares of Common Stock owned by Jacobs, the number of Registrable Securities proposed to be Sold by Jacobs, the name and address of Jacobs and the method of distribution (including the description of any debt-for-equity exchange) proposed by Jacobs, any financial statements or other information (or omissions thereof) about the SpinCo Business to the extent relating to any date or period ended on or before the Effective Date, in each case, to the extent provided by Jacobs or any Representative of Jacobs (for the avoidance of doubt, including information provided prior to the date hereof, whether for inclusion in the Company's registration statement on Form 10 or otherwise) (collectively, the "Jacobs Information") and (ii) reimburse the Company for any actual and documented out-of-pocket legal or

other out-of-pocket expenses reasonably incurred by the Company in connection with investigating or defending any such Claim; provided, however, that in no event shall any indemnity or reimbursement by Jacobs under this Section 4.13(b) exceed an amount equal to the net proceeds received by Jacobs (or, in the case of a Debt Exchange, the anticipated fair value of the securities or indebtedness received by Jacobs) in respect of the Sale of Registrable Securities giving rise to such indemnification or reimbursement obligation.

(c) Jacobs and the Company agree that if, for any reason, the indemnification provisions contemplated by Section 4.13(a) or Section 4.13(b) are unavailable to or are insufficient to hold harmless an indemnified party in respect of any Claims referred to therein, then each Indemnifying Party (as defined below) shall contribute to the amount paid or payable by such indemnified party as a result of such Claims in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the indemnified party, on the other hand, with respect to the applicable offering of securities. The relative fault of such Indemnifying Party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or by such indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. If, however, the allocation in the first sentence of this Section 4.13(c) is not permitted by applicable law, then each Indemnifying Party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults, but also the relative benefits of the Indemnifying Party and the indemnified party, as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 4.13(c) were to be determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this Section 4.13(c). The amount paid or payable by an indemnified party as a result of the Claims referred to above shall be deemed to include (subject to the limitations set forth in Section 4.14) any actual and documented out-of-pocket legal or other out-of-pocket fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action, proceeding or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 4.14. Indemnification Procedures.

(a) If an indemnified party shall desire to assert any claim for indemnification provided for under Section 4.13 in respect of, arising out of or involving a Claim against such indemnified party, such indemnified party shall notify the Company or Jacobs, as the case may be (the "Indemnifying Party"), in writing of such Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to

the extent practicable, any other material details pertaining thereto (a “Claim Notice”) promptly after receipt by such indemnified party of written notice of the Claim; provided, however, that failure to provide a Claim Notice shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. The indemnified party shall deliver to the Indemnifying Party, promptly after the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Claim; provided, however, that failure to provide any such copies shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure.

(b) If a Claim is made against an indemnified party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with separate counsel selected by the Indemnifying Party and reasonably satisfactory to the indemnified party. Should the Indemnifying Party so elect to assume the defense of a Claim, the Indemnifying Party will not be liable to the indemnified party for legal expenses subsequently incurred by the indemnified party in connection with the defense thereof, unless the Claim involves potential conflicts of interest or substantially different defenses for the indemnified party and the Indemnifying Party. If the Indemnifying Party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ legal counsel, at its own expense (except as provided in the immediately preceding sentence), separate from the legal counsel employed by the Indemnifying Party. The Indemnifying Party shall be liable for the actual and documented out-of-pocket fees and expenses of legal counsel reasonably incurred by the indemnified party for any period during which the Indemnifying Party has not assumed the defense thereof and as otherwise contemplated by the two immediately preceding sentences. If the Indemnifying Party chooses to defend any Claim, the other party shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party’s request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Claim, and use of reasonable efforts to make employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnifying Party shall have assumed the defense of a Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Claim without the Indemnifying Party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party may pay, settle or compromise a Claim without the written consent of the indemnified party, only if such settlement (i) includes an unconditional release of the indemnified party from all liability in respect of such Claim, (ii) does not subject the indemnified party to any injunctive relief or other equitable remedy, and (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(c) The indemnification provided for under this Article IV will remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party or any officer, director employee, equityholder or controlling Person of such indemnified party and will survive the Registration and Sale of any Registrable

Securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

ARTICLE V

Miscellaneous

Section 5.01. Term. This Agreement will be effective as of the date hereof. This Agreement (other than Section 4.12, Section 4.13, Section 4.14 and this Article V, which shall survive the expiration or termination of this Agreement indefinitely) shall terminate automatically upon the earlier of (i) the first anniversary of the Merger Closing Date and (ii) such time as no Registrable Securities are held by Jacobs or any Transferee.

Section 5.02. Stockholder Indemnification; Limitation of Liability. The Company shall defend, indemnify and hold harmless each Jacobs Related Person from and against any Claims to which such Jacobs Related Person may become subject, insofar as such Claims (including any amounts paid in settlement effected with the consent of the Company as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon, and no Jacobs Related Person shall be personally liable to the Company or any other Jacobs Related Person for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with, (a) any Jacobs Related Person's beneficial ownership of Common Stock or other equity securities of the Company or control or ability to influence the Company or any of its Subsidiaries (other than to the extent such Claims or actions or proceedings (i) arise out of any breach of this Agreement or other contractual obligation by a Jacobs Related Person or the breach of any fiduciary or other similar duty or obligation of such Jacobs Related Person or (ii) are directly caused by such Person's willful misconduct), or (b) the business, operations, properties, assets or other rights or liabilities of the Company or any of its Subsidiaries, in the case of clauses (a) and (b), except to the extent relating to any Jacobs Information. If a Jacobs Related Person shall desire to assert any claim for indemnification provided for under this Section 5.02 in respect of, arising out of or involving a Claim against such Jacobs Related Person, the indemnification procedures contained in Section 4.14 shall govern, *mutatis mutandis*.

Section 5.03. Indemnification Priority. The Company hereby acknowledges that the Jacobs Related Persons may have certain rights to indemnification, advancement of expenses or insurance provided by one or more Jacobs Related Persons (collectively, the "Jacobs Indemnitors"). The Company hereby (a) agrees that the Company and any Subsidiary of the Company that provides an indemnity shall be the indemnitor of first resort (*i.e.*, its or their obligations to a Jacobs Related Person shall be primary and any obligation of any Jacobs Indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by a Jacobs Related Person shall be secondary), (b) agrees that it shall be required to advance the full amount of expenses incurred by a Jacobs Related Person and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement or any other agreement between

the Company and a Jacobs Related Person, without regard to any rights a Jacobs Related Person may have against any Jacobs Indemnitor or their insurers, and (c) irrevocably waives, relinquishes and releases the Jacobs Indemnitors from any and all claims against the Jacobs Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Jacobs Indemnitors on behalf of a Jacobs Related Person with respect to any claim for which such Jacobs Related Person has sought indemnification from the Company, as the case may be, shall affect the foregoing and the Jacobs Indemnitors shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Jacobs Related Person against the Company.

Section 5.04. Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company, Jacobs and Sponsor Stockholder. No failure or delay by the Company, Jacobs or Sponsor Stockholder in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

Section 5.05. Successors, Assigns and Transferees. The rights and obligations hereunder shall not be assignable by any party hereto without the prior written consent of the other party hereto and Sponsor Stockholder; provided that, subject to the execution of a joinder agreement substantially in the form of Exhibit A, Jacobs may assign its rights and obligations hereunder to any of the following transferees: (i) a member of the Jacobs Group to which Registrable Securities are Transferred or (ii) one or more Participating Banks to which Registrable Securities are Sold, in each case without the prior written consent of the Company or Sponsor Stockholder (any such transferee in such Transfer, a “Transferee”); provided that Jacobs shall provide prior written notice to the Company and Sponsor Stockholder of such Transfer and provided, further, that no such assignment shall release such assigning party from any liability or obligation under this Agreement. Any attempted assignment of rights or obligations in violation of this Section 5.05 shall be null and void *ab initio*. For the avoidance of doubt, (i) any such Transferee shall be subject to the restrictions in this Section 5.05 and (ii) no Transferee or Subsequent Transferee, other than any such entity that is JSI or a subsidiary of JSI, shall be required to adhere or be bound by the obligations and restrictions in Article III. In the event that Jacobs for purposes of this Agreement consists of more than one affiliated entities, the Company shall not be liable for any losses, costs or expenses arising directly or indirectly from the Company’s good faith reliance upon and compliance with instructions from any entity constituting Jacobs, including in the event that such instructions conflict with or are inconsistent with any separate written instructions.

Section 5.06. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the

effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein, unless the severance of such provision could be in opposition to the parties' intent with respect to such provision or the economic or legal substance of the transactions contemplated hereby would be affected in any manner materially adverse to any party hereto, in which case the parties will negotiate revisions to this Agreement to preserve as nearly as possible or nearly as practicable the economic or legal substance of such invalid, illegal or unenforceable provision.

Section 5.07. Counterparts; Electronic Signatures. This Agreement may be executed in any number of separate counterparts each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Counterpart signature pages to this Agreement may be delivered by facsimile or electronic delivery (*i.e.*, by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes. The parties hereto hereby agree that this Agreement may be executed by way of electronic signatures and that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the parties hereto further agree that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

Section 5.08. Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement) and the other Transaction Documents, as applicable, constitute the entire agreement among the parties hereto or to which they are subject and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the transactions contemplated hereby and thereby.

Section 5.09. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

Section 5.10. Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, solely if the Delaware Court of Chancery declines jurisdiction, the Complex Commercial Litigation Division of the Delaware Superior Court, New Castle County, or, solely if such court declines jurisdiction, the United States District Court for the District of Delaware) for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its Subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation, any claim that it is not subject personally to the jurisdiction

of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such above-named courts, and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this Agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 5.14 is reasonably calculated to give actual notice.

Section 5.11. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY STOCKHOLDER IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 5.11 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH IT IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.11 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 5.12. Specific Performance. The parties hereto agree that irreparable damage may occur if any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek an injunction or injunctions or other equitable relief to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court set forth in Section 5.10, in addition to any other remedy to which they are entitled at law or in equity.

Section 5.13. Third-Party Beneficiaries. Except for any Person expressly entitled to indemnification rights under this Agreement, nothing in this Agreement shall confer any rights upon any Person other than (a) the parties hereto, (b) each such party's respective heirs, successors and permitted assigns, all of whom shall be third-party beneficiaries of this Agreement and (c) Sponsor Stockholder, who shall be a third-party beneficiary with respect to Article II, Article III and this Article V.

Section 5.14. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via e-mail (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, to:

Amentum Holdings, Inc.
4800 Westfields Boulevard
Suite #400
Chantilly, Virginia 20151
Attention: Paul W. Cobb, Jr., Secretary
Email: whit.cobb@amentum.com

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: David J. Perkins
Maurio A. Fiore
Email: dperkins@cravath.com
mfiore@cravath.com

and, solely until the first anniversary of the Merger Closing Date,

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David A. Katz
 Karessa L. Cain
Email: DAKatz@wlrk.com
 KLCain@wlrk.com

If to Jacobs, to:

Jacobs Solutions Inc.
1999 Bryan Street, Suite 3500
Dallas, Texas 75201
Attention: Justin Johnson
Email: justin.johnson@jacobs.com

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David A. Katz
 Karessa L. Cain
Email: DAKatz@wlrk.com
 KLCain@wlrk.com

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

AMENTUM HOLDINGS, INC.

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

[Signature Page to the Registration Rights Agreement]

Jacobs Solutions Inc.

By: /s/ Justin Johnson

Name: Justin Johnson

Title: Senior Vice President and Corporate Secretary

[Signature Page to the Registration Rights Agreement]

FORM OF JOINDER TO REGISTRATION RIGHTS AGREEMENT

This Joinder Agreement (this “Joinder Agreement”) is made as of the date written below by the undersigned (the “Joining Party”) in accordance with the Registration Rights Agreement, dated as of September 27, 2024 (as may be amended from time to time, the “Registration Rights Agreement”), by and between Amentum Holdings, Inc., a Delaware corporation (the “Company”), and Jacobs Solutions Inc., a Delaware corporation (“JSI”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Registration Rights Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Registration Rights Agreement as of the date hereof and shall have all of the rights and obligations of “Jacobs” thereunder as if it had executed the Registration Rights Agreement on the date thereof and hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Registration Rights Agreement (excluding, if the undersigned is not JSI or a subsidiary of JSI, Article III of the Registration Rights Agreement).

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _____, _____

[NAME OF JOINING PARTY]

By: _____
Name:
Title:

Address for notices:
☐
Attention: ☐
Telephone: ☐
Email: ☐

STOCKHOLDERS AGREEMENT

by and between

Amentum Holdings, Inc.

and

Amentum Joint Venture LP

Dated as of September 27, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
Definitions	
Section 1.01. Certain Definitions	2
Section 1.02. Interpretation	7
ARTICLE II	
Representations and Warranties	
Section 2.01. Existence; Authority; Enforceability	9
Section 2.02. Absence of Conflicts	9
Section 2.03. Consents	9
Section 2.04. Stockholder Representations	9
ARTICLE III	
Governance	
Section 3.01. Representation on the Board	10
Section 3.02. Committees	12
Section 3.03. Reimbursement of Expenses	13
Section 3.04. Confidentiality	14
Section 3.05. Information Rights	15
Section 3.06. Other Governance Matters	16
ARTICLE IV	
Transfer Restrictions	
Section 4.01. Lock-up	17
ARTICLE V	
Standstill	
Section 5.01. Standstill Period	18
Section 5.02. Exceptions to the Standstill	19
Section 5.03. Termination	19
Section 5.04. Voting and Removal for Directors	20
Section 5.05. Third-Party Beneficiaries	20

ARTICLE VI

Registration Rights

Section 6.01.	Shelf Registration	21
Section 6.02.	Demand Registration	22
Section 6.03.	Registration Obligations	23
Section 6.04.	Underwritten Offering	24
Section 6.05.	Piggy-Back Registration	25
Section 6.06.	Cutbacks	25
Section 6.07.	Rule 144A and Regulation S Sales	26
Section 6.08.	Rule 144	26
Section 6.09.	Holdback Agreements	27
Section 6.10.	Registration Procedures	28
Section 6.11.	No Inconsistent Agreements	33
Section 6.12.	Registration Expenses	34
Section 6.13.	Indemnification; Contribution	34
Section 6.14.	Indemnification Procedures	36

ARTICLE VII

Miscellaneous

Section 7.01.	Term	37
Section 7.02.	Stockholder Indemnification; Limitation of Liability	37
Section 7.03.	Indemnification Priority	38
Section 7.04.	Amendments and Waivers	38
Section 7.05.	Successors and Assigns	39
Section 7.06.	Severability	39
Section 7.07.	Counterparts; Electronic Signatures	39
Section 7.08.	Entire Agreement	40
Section 7.09.	Governing Law	40
Section 7.10.	Consent to Jurisdiction	40
Section 7.11.	WAIVER OF JURY TRIAL	41
Section 7.12.	Specific Performance	41
Section 7.13.	Third-Party Beneficiaries	41
Section 7.14.	Notices	41

Exhibit A	Form of Joinder to Stockholders Agreement	
-----------	---	--

This STOCKHOLDERS AGREEMENT (this “Agreement”), dated as of September 27, 2024, is made by and between Amentum Holdings, Inc., a Delaware corporation (the “Company”), and Amentum Joint Venture LP, a Delaware limited partnership (“Merger Partner Equityholder” and, together with any Sponsor Transferees that become a party to this Agreement pursuant to Section 4.01(b), individually or collectively as the context may require, “Sponsor Stockholder”). Capitalized terms that are used but not otherwise defined in this preamble or the recitals shall have the respective meanings ascribed to such terms in Section 1.01.

RECITALS

WHEREAS, pursuant to the Separation and Distribution Agreement (the “Separation and Distribution Agreement”), dated as of November 20, 2023, by and among the Company, Jacobs Solutions Inc., a Delaware corporation (“Jacobs”), Amentum Parent Holdings LLC, a Delaware limited liability company (“Merger Partner”), and Merger Partner Equityholder, Jacobs intends to separate a portion of its business and to cause certain related assets to be transferred to and certain related liabilities to be assumed by, directly or indirectly, the Company, upon the terms and subject to the conditions set forth in the Separation and Distribution Agreement;

WHEREAS, pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of November 20, 2023, by and among the Company, Jacobs, Merger Partner and Merger Partner Equityholder, the parties thereto intend to effect the merger of Merger Partner with and into the Company (the “Merger”), with the Company surviving and the other transactions contemplated thereby, in each case, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, the Merger Agreement provides that, in connection with the consummation of the transactions contemplated thereby, Sponsor Stockholder shall enter a Stockholders Agreement, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, this Agreement constitutes the Stockholders Agreement referred to in Section 1.1 of the Merger Agreement; and

WHEREAS, substantially concurrently with the execution of this Agreement, (a) the certificate of incorporation of the Company will be, by virtue of the Merger, amended and restated in its entirety (the “Certificate of Incorporation”) and (b) the bylaws of the Company will be, by virtue of the Merger, amended and restated in their entirety (the “Bylaws”). Immediately after the Merger Effective Time, the Board of Directors of the Company (the “Board”) shall consist of the Chief Executive Officer of the Company and 12 other individuals appointed by Jacobs, seven of whom were initially identified by Jacobs and five of whom were initially identified by Sponsor Stockholder and approved by Jacobs.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

“Acquisition Restrictions” have the meaning set forth in Section 5.01(a).

“Adverse Disclosure” means public disclosure of material, non-public information that, in the Board’s good faith judgment, (a) after consultation with outside legal counsel to the Company, would be required to be made in any Registration Statement filed with the SEC by the Company so that such Registration Statement would not be materially misleading and would not be required to be made at such time but for the filing of such Registration Statement and (b) the Company has a bona fide business purpose for not disclosing publicly.

“Affiliate” means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly controls, is controlled by or is under common control with such Person; provided, however, (a) the Company and each Subsidiary of the Company shall be deemed not to be an Affiliate of Sponsor Stockholder, any Sponsor or any of their respective Affiliates and (b) any portfolio company in which any Sponsor or any of its Affiliates has an investment (whether as debt or equity) shall not be deemed an Affiliate of Sponsor Stockholder. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Audit Committee” has the meaning set forth in Section 3.02(a).

“Blackout Period” has the meaning set forth in Section 6.03(c).

“Board” has the meaning set forth in the recitals.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banking institutions are authorized or obligated by law to be closed in New York, New York.

“Bylaws” has the meaning set forth in the recitals.

“Certificate of Incorporation” has the meaning set forth in the recitals.

“Claim Notice” has the meaning set forth in Section 6.14(a).

“Claims” has the meaning set forth in Section 6.13(a).

“Common Stock” means the common stock, \$0.01 par value, of the Company.

“Company” has the meaning set forth in the preamble.

“Compensation Committee” has the meaning set forth in Section 3.02(a).

“Confidential Information” has the meaning set forth in Section 3.04.

“Demand Period” has the meaning set forth in Section 6.02(b).

“Demand Registration” means a Registration effected pursuant to Section 6.02.

“Demand Registration Statement” has the meaning set forth in Section 6.02(a).

“Demand Request” has the meaning set forth in Section 6.02(a).

“DGCL” means the Delaware General Corporation Law.

“EDGAR” has the meaning set forth in Section 6.10(a)(ii).

“Effective Period” means (i) in the case of a Demand Registration Statement, the Demand Period and (ii) in the case of a Shelf Registration Statement, the Shelf Period.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

“Fallaway Date” has the meaning set forth in Section 3.01(a).

“Indemnifying Party” has the meaning set forth in Section 6.14(a).

“Independent Director” means a director that satisfies both the requirements to qualify as an “independent director” under the NYSE listing standards, and the independence criteria set forth under the Exchange Act, and with respect to such director’s current or contemplated service on the Audit Committee or Compensation Committee, any applicable heightened requirements to qualify as an “independent director” under the NYSE listing standards and applicable rules promulgated under the Exchange Act for purposes of serving as a member of such committee or committees, in each case as determined by the Board.

“Jacobs” has the meaning set forth in the recitals.

“Jacobs Designated Director” means any director of the Board initially identified by Jacobs for election or appointment to the Board who serves on the Board immediately after the Merger Effective Time in accordance with the Merger Agreement.

“Lock-up Release Date” has the meaning set forth in Section 4.01(a).

“Maximum Number” has the meaning set forth in Section 6.06.

“Merger” has the meaning set forth in the recitals.

“Merger Agreement” has the meaning set forth in the recitals.

“Merger Closing Date” has the meaning set forth in the definition of “Closing Date” in the Merger Agreement.

“Merger Effective Time” has the meaning set forth in the definition of “Effective Time” in the Merger Agreement.

“Merger Partner” has the meaning set forth in the recitals.

“Merger Partner Equityholder” has the meaning set forth in the preamble.

“Nominating and Governance Committee” has the meaning set forth in Section 3.02(a).

“NYSE” means the New York Stock Exchange.

“Other Holder” has the meaning set forth in Section 6.06.

“Person” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Piggy-Back Company Notice” has the meaning set forth in Section 6.05.

“Piggy-Back Request” has the meaning set forth in Section 6.05.

“Piggy-Back Securities” has the meaning set forth in Section 6.05.

“Prospectus” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

“Registrable Securities” means shares of Common Stock owned by Sponsor Stockholder, including any Common Stock acquired pursuant to the Merger Agreement or as a result of any reclassification, recapitalization, stock split or

combination, exchange or readjustment of such Common Stock, any stock dividend or stock distribution in respect of such Common Stock, or any similar transaction in respect of such Common Stock, in each case whether now owned or hereinafter acquired; provided, however, that any such Registrable Securities shall cease to be Registrable Securities to the extent (a) a Registration Statement with respect to the sale of such Registrable Securities has become effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (b) such Registrable Securities have been sold or distributed to a Person other than a Sponsor Transferee pursuant to Rule 144 or Rule 145 of the Securities Act (or any successor rule) and new certificates or book entries for them not bearing a legend restricting transfer have been delivered by the Company, (c) such Registrable Securities have been otherwise sold or disposed of to a Person other than a Sponsor Transferee and new certificates or book entries for them not bearing a legend restricting transfer have been delivered by the Company and such securities may be publicly resold without volume limitations or other restrictions on transfer without Registration under the Securities Act or (d) such Registrable Securities cease to be outstanding.

“Registration” means a registration with the SEC of the applicable securities for offer and sale under a Registration Statement. The terms “Register” and “Registered” shall have correlative meanings.

“Registration Statement” means any registration statement of the Company that covers Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“Representatives” means, as to any Person, such Person’s directors, members, partners, managers, officers, employees, agents and other representatives, in each case to the extent acting in their capacity as such.

“Restricted Securities” means any shares of Common Stock required to bear the legend set forth in Section 6.27 of the Merger Agreement.

“Rule 144” means Rule 144 promulgated under the Securities Act and any successor provision.

“S-3 Eligible” means the Company is eligible (in accordance with the General Instructions to Form S-3 (or any successor form)) to file a Registration Statement on Form S-3 (or any successor form).

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

“Separation and Distribution Agreement” has the meaning set forth in the recitals.

“Shelf Period” has the meaning set forth in Section 6.01(b).

“Shelf Registration Statement” means a Registration Statement of the Company filed with the SEC on Form S-3 (or any successor form) or, if the Company is not permitted to file a Registration Statement on Form S-3, any other appropriate form under the Securities Act, in each case, for an offering to be made on a continuous basis pursuant to Rule 415 (or any successor provision) under the Securities Act covering Registrable Securities.

“Shelf Take-Down” has the meaning set forth in Section 6.01(b).

“Specified Director” has the meaning set forth in Section 3.01(a).

“Sponsor” means each of ASP Amentum Investco LP and LG Amentum Holdings LP.

“Sponsor Control Party” means each of Goldberg Lindsay & Co. LLC and American Securities LLC, as applicable.

“Sponsor Related Persons” means each Sponsor Stockholder, each Sponsor and each of their respective Affiliates, and each of the foregoing’s respective officers, directors, employees, equityholders and partners, and each Specified Director.

“Sponsor Stockholder” has the meaning set forth in the preamble.

“Sponsor Stockholder Indemnitors” has the meaning set forth in Section 7.03.

“Sponsor Stockholder Percentage” means, as of any time of determination, a fraction, expressed as a percentage, the numerator of which is the number of shares of Common Stock beneficially owned, in the aggregate, by Sponsor Stockholder, and the denominator of which is the number of issued and outstanding shares of Common Stock.

“Sponsor Transferee” means any Sponsor or any Affiliate of any Sponsor to whom any Common Stock or Registrable Securities are Transferred by Sponsor Stockholder.

“Standstill Period” has the meaning set forth in Section 5.01.

“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board or other Persons performing similar functions are at the time directly or indirectly owned by such Person.

“Takedown Prospectus Supplement” has the meaning set forth in Section 6.01(a).

“Takedown Request” has the meaning set forth in Section 6.01(a).

“Transaction Document” has the meaning set forth in the Merger Agreement.

“Transfer” means, with respect to any Registrable Securities, a direct or indirect transfer, sale, short sale, exchange, grant of an option to purchase or other disposal of such Registrable Securities or entry into a swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Common Stock, whether such transaction is to be settled by delivery of Registrable Securities or other securities, in cash or otherwise; provided that the pledge or collateralization of such securities, including margin loans (in each case so long as not foreclosed) shall not be deemed a Transfer; provided further, that any direct or indirect transfer in any Sponsor Stockholder shall not be deemed a Transfer so long as the applicable Sponsor Control Party continues to directly or indirectly control and/or manage such Sponsor Stockholder.

“Transferred” shall have a correlative meaning.

“Underwritten Offering” has the meaning set forth in Section 6.04(a).

“Underwritten Offering Notice” has the meaning set forth in Section 6.04(a).

Section 1.02. Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) the heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof;

(ii) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof”, “herein”, “hereby”, “hereto”, “herewith”, “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article”, “Section” and “Exhibit” refer to the specified Article, Section or Exhibit of this Agreement and references to “subparagraphs” or “clauses” shall be to separate subparagraphs or clauses of the Section or subsection in which the reference occurs; (F) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and (G) the word “or” shall be disjunctive but not exclusive;

(iii) any law defined or referred to in this Agreement or in any agreement or instrument that is referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws and the related regulations thereunder and published interpretations thereof, and references to any contract or instrument are to that contract or instrument as from time to time amended, modified or supplemented;

(iv) references to any federal, state, local, or foreign statute or law shall include all regulations promulgated thereunder; and

(v) references to any Person include references to such Person's successors and permitted assigns.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. The parties hereto acknowledge that each party hereto and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

(e) The phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if".

(f) The term "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(g) Any Person shall be deemed to "beneficially own", to have "beneficial ownership" of, or to be "beneficially owning" any securities (which securities shall also be deemed "beneficially owned" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act.

ARTICLE II

Representations and Warranties

Except as expressly provided in Section 2.04, each of the parties to this Agreement hereby represents and warrants, severally and not jointly (and solely as to itself), to the other party to this Agreement that as of the date such party executes this Agreement:

Section 2.01. Existence; Authority; Enforceability. Such party has the necessary power and authority to enter into this Agreement and to perform its obligations hereunder. Such party is duly organized and validly existing under the laws of its jurisdiction of organization, and the execution of this Agreement, and the performance of its obligations hereunder, have been authorized by all necessary corporate or analogous action on its part, and no other act or proceeding on its part is necessary to authorize the execution of this Agreement or the performance of its obligations hereunder. This Agreement has been duly executed by such party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 2.02. Absence of Conflicts. The execution and delivery by such party of this Agreement and the performance of its obligations hereunder does not and will not (a) conflict with, or result in the breach of, any provision of the organizational documents of such party, (b) result in any violation, breach, conflict, default or an event of default (or an event which with notice, lapse of time, or both, would constitute a default or an event of default), or give rise to any right of acceleration or termination or any additional material payment obligation, under the terms of any material contract, agreement or permit to which such party is a party or by which such party's assets or operations are bound or affected, or (c) violate any law applicable to such party, except, in the case of each of clauses (b) and (c) for any such violation, breach, conflict or default that would not impair in any material respect the ability of such party to perform its respective obligations hereunder.

Section 2.03. Consents. Other than as expressly required herein or any consents which have already been obtained, no material consent, waiver, approval, authorization, exemption, registration, license, permit or declaration is required to be made or obtained by such party in connection with the execution, delivery or performance of this Agreement by such party.

Section 2.04. Stockholder Representations. Sponsor Stockholder represents and warrants to the Company as of the date hereof that Sponsor Stockholder: (a) is acquiring Common Stock for its own account, solely for investment and not with a view toward, or for sale in connection with, any distribution thereof in violation of any

federal or state securities or “blue sky” laws, or with any present intention of distributing or selling such Common Stock in violation of any such laws, (b) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in such Common Stock and of making an informed investment decision, (c) is either (i) an “accredited investor” within the meaning of Rule 501(a) under the Securities Act or (ii) not a “U.S. person” (within the meaning of Rule 902 of Regulation S of the Securities Act) and is not acquiring any Common Stock for the account or benefit of any “U.S. Person” (within the meaning of Rule 902 of Regulation S of the Securities Act), (d) has (i) requested, received, reviewed and considered information that Sponsor Stockholder deems relevant in making an informed decision to invest in such Common Stock, (ii) had an opportunity to discuss the Company’s business, management and financial affairs with the Company’s management and (iii) received and reviewed a copy of this Agreement, the Merger Agreement and the Separation and Distribution Agreement, (e) understands that the Company is relying on the representations contained in this Section 2.04 to establish an exemption from registration under the Securities Act and under state securities laws and acknowledges that the offer and sale of such Common Stock has not been registered under the Securities Act or any other applicable law and that such Common Stock may not be Transferred except in compliance with this Agreement and pursuant to the registration provisions of the Securities Act or an applicable exemption therefrom, (f) does not own any shares of Common Stock, except for such shares acquired pursuant to the Merger Agreement and (g) is not a party to any contract, agreement or understanding for the purpose of acquiring, holding, voting or disposing of shares of capital stock of the Company, other than with respect to other Persons constituting Sponsor Stockholder or other Persons holding any direct or indirect interests in any Persons constituting Sponsor Stockholder.

ARTICLE III

Governance

Section 3.01. Representation on the Board.

(a) Subject to applicable law, for so long as the Sponsor Stockholder Percentage is:

(i) at least 25.1%, Sponsor Stockholder shall be entitled to designate five director nominees who the Company shall nominate to stand for election to the Board, of which at least two shall qualify as an Independent Director;

(ii) less than 25.1% but at least 15%, Sponsor Stockholder shall be entitled to designate three director nominees who the Company shall nominate to stand for election to the Board; or

(iii) less than 15% but at least 5%, Sponsor Stockholder shall be entitled to designate one director nominee who the Company shall nominate to stand for election to the Board.

If the Company changes the number of directors that constitute the Board to a number other than 13, the number of director nominees that Sponsor Stockholder may be entitled to designate from time to time shall be adjusted to be (A) 5/12ths of the number of directors constituting the Board at any time the Sponsor Stockholder Percentage is at least 25.1%, (B) 1/4th of the number of directors constituting the Board at any time the Sponsor Stockholder Percentage is less than 25.1% but at least 15% or (C) 1/12th of the number of directors constituting the Board at any time the Sponsor Stockholder Percentage is less than 15% but at least 5%, in each case, rounded down to the nearest whole number; provided that, notwithstanding the foregoing, prior to the Fallaway Date, if rounding down would otherwise result in Sponsor Stockholder being entitled to designate a total of zero director nominees, then such adjustment shall instead be rounded up to a total of one director nominee. For the absence of doubt, in no event shall Sponsor Stockholder be entitled to designate a number of director nominees greater than 5/12ths of the number of directors constituting the Board. Any directors (X) nominated in accordance with this Section 3.01 and thereafter duly elected, (Y) initially identified by Merger Partner who serves on the Board immediately after the Merger Effective Time in accordance with the Merger Agreement or (Z) recommended by Merger Partner Equityholder and approved by a majority of the Board to replace a director described in the foregoing clauses (X) and (Y) who has resigned or otherwise ceased to serve on the Board prior to the expiration of his or her term are referred to herein, collectively, as the “Specified Directors” and, individually, as a “Specified Director.” From and after the date on which the Sponsor Stockholder Percentage ceases to be at least 5% (the “Fallaway Date”), Sponsor Stockholder shall no longer be entitled to designate any director nominee to stand for election to the Board pursuant to this Section 3.01 (for the avoidance of doubt, nomination rights pursuant to this Section 3.01 shall cease after the Fallaway Date regardless of whether Sponsor Stockholder acquires beneficial ownership of 5% or more of the issued and outstanding shares of Common Stock at any subsequent time).

(b) Any director nominee designated by Sponsor Stockholder in accordance with this Section 3.01 shall only be required to satisfy eligibility requirements, as reasonably determined by the Nominating and Governance Committee, that are generally applicable to all nominees to the Board. Notwithstanding anything to the contrary herein, Sponsor Stockholder’s director nominee designation and other governance rights are subject to compliance with applicable laws, including antitrust laws.

(c) With respect to any individual nominated to stand for election to the Board by Sponsor Stockholder pursuant to Section 3.01(a) of this Agreement, the Company will, subject to timely receipt of the information required pursuant to Section 3.01(d), include such Specified Directors in the Company’s proxy statement and proxy card and recommend, support and solicit proxies for the election of such Specified Directors in substantially the same manner as it recommends, supports and solicits proxies for the election of the Company’s other director nominees.

(d) Sponsor Stockholder shall, and shall cause any individual nominated for election to the Board by Sponsor Stockholder to, timely provide the

Company with accurate and complete information relating to Sponsor Stockholder and such nominee that may be required to be disclosed by the Company under the Securities Act or the Exchange Act, including such information required to be furnished by the Company with respect to such nominee in a proxy statement pursuant to Rule 14a-101 promulgated under the Exchange Act, and the nationality of such nominee. In addition, Sponsor Stockholder shall cause such nominee to (i) complete and execute the Company's director and officer questionnaire prior to the Company's filing of the preliminary proxy statement for the applicable stockholder meeting or at such other time as may be reasonably requested by the Company, (ii) consent to customary background checks and credit reviews by the Company, (iii) execute an acknowledgement that such nominee will agree to abide by the terms of the applicable governance documents of the Company, including the corporate governance guidelines, charter, bylaws, committee charters or similar agreements in effect from time to time (such acknowledgement being the same in form and substance as that executed by other director candidates), and (iv) take any other actions as may be necessary and customary for onboarding of directors and generally applicable to all directors and director candidates of the Company, including such additional documentation that may be necessary to address a lack of certain security clearances. In addition, if the Company has a form of director confidentiality agreement, each nominee shall be required to execute such agreement.

(e) If any Specified Director ceases to serve on the Board for any reason, the vacancy resulting from such Specified Director ceasing to serve on the Board may be filled by resolution of a majority of the directors then in office.

Section 3.02. Committees.

(a) The Company shall establish and maintain an audit committee of the Board (the "Audit Committee"), a compensation committee of the Board (the "Compensation Committee"), a nominating and corporate governance committee of the Board (the "Nominating and Governance Committee"), and such other committees of the Board as the Board deems appropriate from time to time as provided in the Bylaws. The committees shall have such customary duties and responsibilities as set forth in the charters for such committees, subject to the provisions of this Agreement and applicable laws and stock exchange regulations.

(b) Subject to applicable laws and stock exchange regulations:

(i) until the later of (x) the second anniversary of the Merger Closing Date and (y) the date on which the Sponsor Stockholder Percentage ceases to be at least 25.1%, (A) the number of directors on each of the Audit Committee, the Compensation Committee and the Nominating and Governance Committee shall be four, (B) two Specified Directors who qualify as Independent Directors shall be appointed to serve on the Audit Committee, (C) two Specified Directors shall be appointed to serve on the Compensation Committee (and, until the second anniversary of the Merger Closing Date, the chair of the Compensation Committee shall be any one of such Specified Directors who is willing and qualified under applicable law and stock exchange regulations), (D) two Specified

Directors shall be appointed to serve on the Nominating and Governance Committee and (E) at least 50% of the directors appointed to serve on any committee of the Board (other than any committee formed to evaluate any transaction between Sponsor Stockholder, any Sponsor or any of their respective Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand) shall be Specified Directors, in each case except to the extent there is an insufficient number of Specified Directors who are willing and qualified under applicable law and stock exchange regulations to serve on any such committees;

(ii) thereafter, until the Fallaway Date, with respect to each committee of the Board (other than any committee formed to evaluate any transaction between Sponsor Stockholder, any Sponsor or any of their respective Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand), for so long as at least one Specified Director is eligible to serve on such committee pursuant to applicable law and stock exchange regulations, at least one Specified Director shall be appointed to serve on such committee, in each case except to the extent there is an insufficient number of Specified Directors who are willing and qualified under applicable law and stock exchange regulations to serve on any such committees; and

(iii) until the second anniversary of the Merger Closing Date, (A) two Jacobs Designated Directors who qualify as Independent Directors shall be appointed to serve on the Audit Committee (and, until the second anniversary of the Merger Closing Date, the chair of the Audit Committee shall be any one of such Jacobs Designated Directors who is willing and qualified under applicable law and stock exchange regulations), (B) two Jacobs Designated Directors shall be appointed to serve on the Compensation Committee, (C) two Jacobs Designated Directors shall be appointed to serve on the Nominating and Governance Committee, (D) at least 50% of the directors appointed to serve on any committee of the Board shall be Jacobs Designated Directors and (E) the Lead Independent Director or the chair of the Nominating and Governance Committee (but not both) will be a Jacobs Designated Director, in each case except to the extent there is an insufficient number of Jacobs Designated Directors who are willing and qualified under applicable law and stock exchange regulations to serve on any such committees.

Section 3.03. Reimbursement of Expenses. In accordance with the Bylaws, the expense reimbursement policy of the Company and any other applicable policies and practices of the Company, the Company shall reimburse each Specified Director for all reasonable out-of-pocket costs and expenses incurred by such Specified Director in the course of his or her service as a director, including in connection with attending regular and special meetings of the Board, any committee thereof or any board or committee of any Subsidiary of the Company, including reasonable travel, lodging and meal expenses.

Section 3.04. Confidentiality. Notwithstanding Section 3.06 of this Agreement, Sponsor Stockholder shall, and shall cause each Sponsor and its and their

respective Affiliates and Representatives to, (a) keep confidential any information (including oral, written and electronic information) concerning the Company or any of its Subsidiaries that may be furnished to Sponsor Stockholder, and Sponsor or any of its or their respective Affiliates or Representatives by or on behalf of the Company or any of its Subsidiaries or Representatives pursuant to this Agreement, including any such information provided pursuant to Section 3.05 of this Agreement (“Confidential Information”), (b) not disclose any Confidential Information to any Person (except pursuant to the last sentence of this Section 3.04) and (c) not use the Confidential Information except solely for the purposes of monitoring, administering or managing Sponsor Stockholder’s investment in the Company. Confidential Information will not include information that (i) is, was or becomes available to the public (other than as a result of a breach of any confidentiality obligation by Sponsor Stockholder or its Affiliates or Representatives), (ii) is or has been independently developed or conceived by Sponsor Stockholder without use of or reliance upon Confidential Information or (iii) is or has been made known or disclosed to Sponsor Stockholder or any of its Affiliates by a third party (other than an Affiliate of Sponsor Stockholder or a Representative of either of the foregoing) without a breach of any confidentiality obligations owed directly or indirectly to the Company or any of its Subsidiaries or Representatives of such third party. Notwithstanding anything to the contrary in this Section 3.04, Sponsor Stockholder may disclose Confidential Information (A) to its Representatives, including its attorneys, accountants, consultants and other professional advisors to the extent necessary to obtain their services in connection with monitoring, administering or managing Sponsor Stockholder’s investment in the Company (provided that such recipients of such Confidential Information are subject to customary confidentiality and non-use obligations), (B) to any prospective purchaser of any shares of Common Stock from Sponsor Stockholder as long as such prospective purchaser agrees to be bound by a customary confidentiality and non-use agreement (with the Company as an express third-party beneficiary of such agreement and provided that the Sponsor Stockholder shall promptly provide a copy of such executed agreement to the Company), (C) to any Sponsor or any Affiliate of Sponsor Stockholder or any Sponsor (who, for the avoidance of doubt, is subject to the confidentiality obligations in this Section 3.04), (D) any partner, member, limited partners, prospective partners or related investment fund of Sponsor Stockholder, any Sponsor or any of its or their respective Affiliates, or any of their respective Representatives, in each case in the ordinary course of business (provided that the recipients of such Confidential Information are subject to customary confidentiality and non-use obligations), (E) as may be reasonably determined by Sponsor Stockholder to be necessary in connection with Sponsor Stockholder’s enforcement of its rights in connection with this Agreement or (F) as may otherwise be required by law or legal, judicial or regulatory process; provided that Sponsor Stockholder takes reasonable steps to minimize the extent of any required disclosure described in the foregoing clauses (E) and (F); provided, further, that the acts and omissions of any Person to whom Sponsor Stockholder may disclose Confidential Information pursuant to clauses (A) and (C) of this sentence shall be attributable to Sponsor Stockholder for purposes of determining Sponsor Stockholder’s compliance with this Section 3.04, except those who have entered into a separate confidentiality or non-disclosure agreement with the Company.

Section 3.05. Information Rights. Prior to the Fallaway Date, in order to facilitate (i) Sponsor Stockholder's compliance with legal and regulatory requirements applicable to the beneficial ownership by Sponsor Stockholder, any Sponsor or any of its or their respective Affiliates of equity securities of the Company and (ii) Sponsor Stockholder's oversight of its investment in the Company, the Company agrees to provide Sponsor Stockholder with the following:

(a) within 90 days after the end of each fiscal year of the Company, (i) an audited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year, (ii) an audited, consolidated income statement of the Company and its Subsidiaries for such fiscal year and (iii) an audited, consolidated statement of cash flows of the Company and its Subsidiaries for such fiscal year; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its annual report on Form 10-K for the applicable fiscal year with the SEC;

(b) within 45 days after the end of each of the first three quarters of each fiscal year of the Company, (i) an unaudited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal quarter, (ii) an unaudited, consolidated income statement of the Company and its Subsidiaries for such fiscal quarter and (iii) an unaudited, consolidated statement of cash flows of the Company and its Subsidiaries for such fiscal quarter; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its quarterly report on Form 10-Q for the applicable fiscal year with the SEC;

(c) reasonable access, to the extent reasonably requested by Sponsor Stockholder, to the offices and the properties of the Company and its Subsidiaries, including its and their books and records, and to discuss its and their affairs, finances and accounts with its and their officers, all upon reasonable notice and at such reasonable times and as often as Sponsor Stockholder may reasonably request; provided that any investigation pursuant to this Section 3.05(c), shall be conducted in a manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries; and provided, further, that the Company shall not be obligated to provide such access or materials if the Company determines, in its reasonable judgment, that doing so could (i) materially violate applicable law, an applicable order or a contract or obligation of confidentiality owing to a third party, (ii) jeopardize the protection of an attorney-client privilege, attorney work product protection or other legal privilege, (iii) expose the Company to a material risk of liability for disclosure of personal information, or (iv) result in any violation of the National Industrial Security Program Operating Manual (NISPOM).

Section 3.06. Other Governance Matters.

(a) Prior to the third anniversary of the Merger Closing Date, without the prior written consent of Sponsor Stockholder, the Company shall not amend the Certificate of Incorporation or Bylaws to provide the stockholders of the company with proxy access rights.

(b) Subject to applicable law, for the term of this Agreement:

(i) subject to any contractual obligations by which the Company, Sponsor Stockholder, any Sponsor or any of their respective Affiliates may be bound from time to time, including Section 3.04 and this Section 3.06, no Sponsor Related Person shall have a duty to refrain from engaging, directly or indirectly, in the same or similar business activities or lines of business as the Company or any of the Company's Affiliates, including those business activities or lines of business deemed to be competing with the Company or any of the Company's Affiliates and any Sponsor Related Person engaging in any such activities, in and of itself, shall not constitute breach of any fiduciary duty by such Sponsor Related Person;

(ii) to the fullest extent permitted by law, but subject to any contractual obligations by which the Company, or any Sponsor Related Person may be bound from time to time, including Section 3.04 and this Section 3.06, no Sponsor Related Person shall have a duty to refrain from doing business with any client, customer or vendor of the Company or any of the Company's Affiliates, and without limiting Article Eleven of the Certificate of Incorporation, no Sponsor Related Person shall be deemed to have breached its, his, her or its fiduciary duties, if any, to the Company or its stockholders or to any Affiliate of the Company or such Affiliate's stockholders or members solely by reason of engaging in any such activity;

(iii) subject to any contractual provisions by which the Company, or any Sponsor Related Person may be bound from time to time, in the event that any Sponsor Related Person acquires knowledge of a potential transaction or other matter which may be a corporate opportunity for any Sponsor Related Person, on the one hand, and the Company or any of its Affiliates, on the other hand, no Sponsor Related Person shall have any duty to communicate or offer such corporate opportunity to the Company or any of its Affiliates, and to the fullest extent permitted by law, no Sponsor Related Person shall be liable to the Company or its stockholders, or any Affiliate of the Company or such Affiliate's stockholders or members, for breach of any fiduciary duty or otherwise (but subject to any contractual obligations by which the Company or any Sponsor Related Person may be bound from time to time), solely by reason of the fact that any Sponsor Related Person acquires, pursues or obtains such corporate opportunity for itself, directs such corporate opportunity to another Person, or otherwise does not communicate information regarding such corporate opportunity to the Company or any of its Affiliates, unless in the case of any such Sponsor Related Person who is a director or officer of the Company, such corporate opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Company, and the Company (on behalf of itself and its Affiliates and their respective stockholders and Affiliates) to the fullest extent permitted by law hereby waives and renounces in accordance with Section 122(17) of the DGCL any claim that such corporate opportunity constituted a corporate opportunity that should have been presented to

the Company or any of its Affiliates, unless in the case of any such Sponsor Related Person who is a director or officer of the Company, such corporate opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Company; and

(iv) the Company shall not amend Article Eleven of the Certificate of Incorporation in a manner that adversely impacts Sponsor Stockholder without the prior written consent of Sponsor Stockholder.

(c) Prior to the later of (i) the second anniversary of the Merger Closing Date and (ii) the date on which the Sponsor Stockholder Percentage ceases to be at least 25.1%, the removal or appointment of the Chief Executive Officer of the Company shall require the affirmative vote of at least two thirds of the Board excluding the Chief Executive Officer and any other recused directors.

ARTICLE IV

Transfer Restrictions

Section 4.01. Lock-up.

(a) Until after the first anniversary of the Merger Closing Date (the “Lock-up Release Date”), Sponsor Stockholder shall not Transfer any Common Stock or Registrable Securities to any Person; provided, however, Sponsor Stockholder may Transfer Common Stock or Registrable Securities to (i) any direct or indirect equityholder of Sponsor Stockholder who is a current or former member of management of Merger Partner or any of its Subsidiaries, (ii) any Person in a transaction approved by a majority of the Board that includes at least one Jacobs Designated Director or (iii) to any Sponsor Transferee in connection with the disposal by Sponsor Stockholder of substantially all of the Registrable Securities held by Merger Partner Equityholder in one or a series of related transactions.

(b) In the event of any Transfer of Common Stock or Registrable Securities to a Sponsor Transferee, (i) such Sponsor Transferee shall agree (A) to be bound by this Agreement, including this Article IV and Article V, (B) succeed to all the rights and obligations of Sponsor Stockholder under this Agreement and (C) make the representations in Article II, in each case, by execution and delivery to the Company of a joinder agreement substantially in the form of Exhibit A and (ii) such Transfer shall comply with Section 7.05.

(c) In the event of a Transfer (i) pursuant to Section 4.01(a)(i) or (ii) of a number of shares of Common Stock representing 15% or more of the issued and outstanding shares of Common Stock to any Person or “group” (as defined in Section 13(d) of the Exchange Act): (x) if such Transfer occurs prior to the Lock-up Release Date, such transferee or transferees shall agree to lock-up and standstill provisions no less restrictive than such provisions contained in Section 4.01(a) and Article V and (y) if such Transfer occurs after the Lock-up Release Date, such transferee

or transferees shall agree to standstill provisions no less restrictive than such provisions contained in Article V.

(d) To the extent any Transfer of shares of Common Stock held by Sponsor Stockholder is permitted by this Article IV (including any sales pursuant to Article VI), the Company shall cooperate with Sponsor Stockholder and its transfer agent to facilitate the timely preparation, delivery and Transfer of such shares of Common Stock held by Sponsor Stockholder, including by using reasonable best efforts to (i) provide an indemnity to its transfer agent such that no transferor or transferee with respect to any such Transfer of shares of Common Stock is required to provide a medallion guarantee or similar assurance to effect such Transfer or any subsequent Transfer of such Common Stock; (ii) deliver customary instruction letters by the Company or its counsel to the Company's transfer agent; (iii) deliver customary legal opinions of counsel to the Company and the Company's transfer agent in connection with the Transfer of such Common Stock; (iv) provide for the Transfer of such Common Stock without restrictive legends, to the extent no longer applicable and (v) otherwise facilitate the Transfer of such Common Stock in book-entry form. For purposes of this Section 4.01(d) only, the term "Transfer" shall include any action with respect to shares of Common Stock for which the Company's transfer agent may require a medallion guarantee, letter of instruction or similar assurance (*e.g.*, moving shares of Common Stock between accounts directly owned by or in the name of the same Person).

(e) Any Transfer that does not comply with the requirements of this Article IV shall be null and void *ab initio*.

ARTICLE V

Standstill

Section 5.01. Standstill Period. For so long as Sponsor Stockholder is entitled to designate an individual for election to the Board pursuant to Section 3.01 (the "Standstill Period"), Sponsor Stockholder shall not, and shall cause each Sponsor and their respective Affiliates not to, directly or indirectly, alone or acting in concert or as a "group" (as defined in Section 13(d) of the Exchange Act) with any holders of Common Stock, but subject, in each case, to the provisions of Section 5.02:

(a) acquire, offer or seek to acquire, or agree to acquire Common Stock, any other voting securities of the Company or options, rights to acquire or other derivative instruments with respect thereto, or make any tender or exchange offer or propose any merger, consolidation or any other business combination, either publicly or in a manner that would reasonably be expected to require public disclosure by the Company or Sponsor Stockholder (the restrictions specified in this Section 5.01(a), the "Acquisition Restrictions");

(b) call or seek to call a meeting of the Company's stockholders or initiate a stockholder proposal for action by the Company's stockholders;

(c) engage in, directly or indirectly, any “solicitation” (as such term is defined under the Exchange Act) of proxies or consents with respect to the election or removal of directors or other matter or proposal relating to the Company or become a “participant” (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies or consents;

(d) seek election or appointment to, or representation on, the Board, or nominate or propose the nomination of, or recommend the nomination of, any candidate to the Board other than pursuant to Section 3.01;

(e) enter into any negotiations, arrangements, discussions, agreements or understandings with (whether written or oral), or advise, finance, or solicit, or knowingly facilitate, assist, encourage or seek to persuade, in each case, any third party to take or cause any of the foregoing actions; or

(f) make any public announcement with respect to, or make any public announcement inconsistent with, or contesting the validity of, any of the foregoing.

Section 5.02. Exceptions to the Standstill. Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Sponsor Stockholder, any Sponsor Transferee or any Specified Director or any of their Representatives from (i) communicating privately with the Board regarding any matter set out in Section 5.01, so long as such communications or proposals are not intended to, and would not reasonably be expected to, require any public disclosure of such communications or proposals or (ii) enforcing, or seeking to enforce, any of Sponsor Stockholder’s rights under this Agreement or any other Transaction Document.

Section 5.03. Termination.

(a) The Acquisition Restrictions shall terminate on the date after the second anniversary of the Merger Closing Date.

(b) The Standstill Period shall terminate automatically in the event that:

(i) a third party (who is not an Affiliate of Sponsor Stockholder, any Sponsor or their respective Affiliates) commences a tender offer for more than 25% of the issued and outstanding shares of Common Stock of the Company and the Board recommends that holders of outstanding shares of Common Stock accept such tender offer;

(ii) a third party (who is not an Affiliate of Sponsor Stockholder, any Sponsor or their respective Affiliates) or “group” of such third parties (as defined in Section 13(d) of the Exchange Act) becomes the beneficial owner of more than 25% of the issued and outstanding Common Stock of the Company other than as a result of a breach of this Agreement; or

(iii) the Company enters into a definitive agreement with a third party (who is not an Affiliate of Sponsor Stockholder, any Sponsor or their respective Affiliates) in respect of a merger, consolidation or any other business combination in which the shareholders of the Company immediately prior to such transaction would not beneficially own at least 75% of the issued and outstanding Common Stock of the Company (or the successor company) following such transaction.

Section 5.04. Voting and Removal for Directors. Prior to the first anniversary of the Merger Closing Date (or, in the case of the Chair (or Executive Chair) of the Board, prior to the second anniversary of the Merger Closing Date), Sponsor Stockholder (a) shall vote in favor of all Jacobs Designated Directors included in the Company's proxy statement and proxy card filed in connection with any stockholder meeting for the election of directors and (b) shall not, directly or indirectly, alone or acting in concert or as a "group" (as defined in Section 13(d) of the Exchange Act) with any holders of Common Stock, seek, propose or vote any shares of Common Stock or any other voting securities of the Company in favor of the removal of any Jacobs Designated Director from the Board, other than for cause.

Section 5.05. Third-Party Beneficiaries. The parties hereto acknowledge and agree that Jacobs, for one year following the Merger Closing Date, is a third-party beneficiary of the terms set forth in Section 4.01, Article V and Section 6.09.

ARTICLE VI

Registration Rights

Section 6.01. Shelf Registration.

(a) Upon the request of Sponsor Stockholder from time to time, the Company shall use reasonable best efforts to (as promptly as reasonably practicable and, in any event, within (i) 45 days in the case of a Registration Statement on Form S-3 or (ii) 60 days in the case of a Registration Statement on Form S-1) file, following the Lock-up Release Date, a Shelf Registration Statement (which shall be on Form S-3 if the Company is then S-3 Eligible) permitting the resale from time to time on a delayed or continuous basis pursuant to Rule 415 of the Securities Act by Sponsor Stockholder of the Registrable Securities, which shall be filed as an automatically effective Registration Statement if the Company is then eligible for such filing, and use reasonable best efforts to cause such Shelf Registration Statement to become effective (promptly and, in any event, no later than 60 days after such filing) and thereafter keep it effective (including by renewing or refiling upon expiration) until the expiration of the Shelf Period (as defined below). Thereafter, the Company shall, as promptly as reasonably practicable following the written request of Sponsor Stockholder for a resale of Registrable Securities (a "Takedown Request"), but no earlier than the Lock-up Release Date, file a prospectus supplement or an amendment (a "Takedown Prospectus Supplement") to such Shelf Registration Statement filed under Rule 424 promulgated under the Securities Act as may be necessary to enable resales of the Registrable Securities pursuant to Sponsor

Stockholder's intended method of distribution thereof, and to the extent such Takedown Prospectus Supplement is not automatically effective upon filing, shall, subject to the terms of this Article VI, use its reasonable best efforts to cause such Takedown Prospectus Supplement to be declared effective under the Securities Act promptly after the filing thereof and, if required, to qualify under the "blue sky" laws of such jurisdictions as Sponsor Stockholder or any underwriter reasonably requests. Each Takedown Request shall specify the Registrable Securities to be Registered, their aggregate amount, and the intended method or methods of distribution thereof. Sponsor Stockholder agrees to provide the Company with such information in connection with any Shelf Registration Statement or Takedown Request as may be reasonably requested by the Company to ensure that any Shelf Registration Statement or Takedown Prospectus Supplement complies with the requirements of the Securities Act.

(b) Following the Lock-up Release Date, the Company shall use its reasonable best efforts to keep any Shelf Registration Statement filed pursuant to Section 6.01(a) continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by Sponsor Stockholder to effect an offering of all or a portion of its Registrable Securities (such offering, a "Shelf Take-Down") until the earlier of (i) the date as of which there are no longer any Registrable Securities and (ii) such shorter period as Sponsor Stockholder may agree in writing (such period of effectiveness, the "Shelf Period").

Section 6.02. Demand Registration.

(a) Following the Lock-up Release Date, if at any time the Shelf Registration Statement pursuant to Section 6.01 is not available for the resale of the Registrable Securities, including if for any reason the Company is ineligible to maintain or use a Shelf Registration Statement, the Company shall use reasonable best efforts to (as promptly as reasonably practicable and, in any event, within (i) 45 days in the case of a Registration Statement on Form S-3 or (ii) 60 days in the case of a Registration Statement on Form S-1) following the written request of Sponsor Stockholder for Registration under the Securities Act of all or part of the Registrable Securities (a "Demand Request"), file a Registration Statement with the SEC (a "Demand Registration Statement") with respect to resales of the Registrable Securities pursuant to Sponsor Stockholder's intended method of distribution thereof, and shall, subject to the terms of this Article VI, use its reasonable best efforts to cause such Demand Registration Statement to be declared effective under the Securities Act (promptly and, in any event, no later than 60 days after such filing) and, if required, to qualify under the "blue sky" laws of such jurisdictions as Sponsor Stockholder or any underwriter reasonably requests; provided that such Demand Registration Statement shall be filed on (A) Form S-3, if the Company is then S-3 Eligible, or (B) any other appropriate form under the Securities Act for the type of offering contemplated by Sponsor Stockholder, if the Company is not then S-3 Eligible. Each Demand Request shall specify the Registrable Securities to be Registered, their aggregate amount, and the intended method or methods of distribution thereof. Sponsor Stockholder agrees to provide the Company with such information in connection with a Demand Request as may be reasonably requested by the Company to ensure that the Demand Registration Statement complies with the requirements of the

Securities Act. Notwithstanding anything in this Agreement to the contrary, the Company shall only be obligated to use reasonable best efforts to file and cause up to three Demand Registration Statements to be declared effective under the Securities Act within any 365-day period pursuant to this Section 6.02.

(b) The Company shall be deemed to have effected a Demand Registration for purposes of this Section 6.02, Section 6.03(a) and Section 6.04(a) if the Demand Registration Statement becomes effective by the SEC and remains effective until the earlier of (i) 90 days after the effective date or (ii) such time as all Registrable Securities covered by such Registration Statement have been sold or withdrawn in accordance with this Section 6.02, or if such Registration Statement relates to an Underwritten Offering (as defined below), such longer period as, in the opinion of outside legal counsel for the underwriter or underwriters, a Prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer (the applicable period, the “Demand Period”); provided that (i) if, during the Demand Period, such Registration or the successful completion of the relevant sale is prevented by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court, or a Blackout Period or the need to update or supplement the Registration Statement, the Demand Period shall be extended on a day-for-day basis by the number of days such Registration or successful completion is prevented and (ii) no Demand Registration shall be deemed to have been effective for purposes of Section 6.03(a) and Section 6.04(a) if the conditions to closing specified in the underwriting agreement, if any, entered into in connection with any Underwritten Offering pursuant to such Demand Registration are not satisfied other than by reason of a wrongful act, misrepresentation or breach of such applicable underwriting agreement by Sponsor Stockholder.

Section 6.03. Registration Obligations.

(a) Notwithstanding anything to the contrary set forth in Section 6.01 or Section 6.02, the Company shall not be obligated to prepare, file and cause to become effective (i) more than three Demand Registration Statements within any 365-day period or (ii) any Demand Registration Statement in respect of Registrable Securities if the expected proceeds from the sale thereof is less than \$50,000,000 (unless, in the case of the foregoing clause (ii), Sponsor Stockholder is proposing to sell all of its remaining Registrable Securities).

(b) Any Takedown Request or Demand Request may be revoked by notice from Sponsor Stockholder to the Company at any time prior to the effective date of the corresponding Takedown Prospectus Supplement or Demand Registration Statement; provided that Sponsor Stockholder reimburses the Company for all reasonable and documented out-of-pocket expenses incurred by the Company in connection with such revoked Takedown Request or Demand Request (other than any expenses incurred by the Company in connection with a Takedown Request or Demand Request revoked by Sponsor Stockholder in connection with a Blackout Period or at a time one or more executive officers of the Company has determined the Company is entitled to impose a Blackout Period as set forth in Section 6.03(c)).

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to postpone and delay, for reasonable periods of time not in excess of 60 days in the aggregate in any 12-month period (a “Blackout Period”), the filing or effectiveness of any Takedown Prospectus Supplement or Demand Registration Statement or the offer or sale of any Registrable Securities thereunder if one or more of the Executive Chairman, Chief Executive Officer, Chief Financial Officer or Chief Legal Officer of the Company shall determine in good faith that such filing or effectiveness or such offering or sale of any Registrable Securities thereunder, as applicable, would (i) impede, delay or otherwise interfere with any pending or contemplated material acquisition, disposition, corporate reorganization or other similar material transaction involving the Company, (ii) based upon advice from a nationally recognized investment banker or financial advisor to the Company, materially and adversely impede, delay or otherwise interfere with any pending or contemplated financing, offering or sale of any class of securities by the Company, (iii) require Adverse Disclosure or (iv) have a material adverse effect on the Company. Upon notice by the Company to Sponsor Stockholder of any such determination, Sponsor Stockholder shall, except as required by applicable law, including any disclosure obligations under Section 13 of the Exchange Act, keep the fact of any such notice strictly confidential, and during any Blackout Period, promptly halt any offer, sale, trading or Transfer by it of any Common Stock for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated by written notice by the Company to Sponsor Stockholder) and promptly halt any use, publication, dissemination or distribution of any Prospectus or prospectus supplement covering such Registrable Securities for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated in writing by the Company) and, if so directed by the Company, shall deliver to the Company any copies then in its possession of any such Prospectus or prospectus supplement.

Section 6.04. Underwritten Offering.

(a) Following the Lock-up Release Date, at any time after the Shelf Registration Statement required pursuant to Section 6.01 becomes effective, or as part of a Demand Request in accordance with Section 6.02, Sponsor Stockholder may deliver a written notice to the Company (the “Underwritten Offering Notice”) specifying that the sale of some or all of the Registrable Securities subject to such Shelf Registration Statement or Demand Registration Statement is intended to be conducted through an underwritten offering (the “Underwritten Offering”); provided, however, that Sponsor Stockholder may not, without the Company’s prior written consent, (i) launch an Underwritten Offering the anticipated gross proceeds of which are expected to be less than \$50,000,000 (unless Sponsor Stockholder is proposing to sell all of its remaining Registrable Securities), (ii) launch more than three Underwritten Offerings within any 365-day period or (iii) launch an Underwritten Offering within a Blackout Period.

(b) In the event of an Underwritten Offering, Sponsor Stockholder shall select the managing underwriter(s) to administer the Underwritten Offering; provided that the choice of such managing underwriter(s) shall be subject to the consent of the Company, which consent is not to be unreasonably withheld, delayed or

conditioned. The Company and Sponsor Stockholder will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering.

(c) If, pursuant to Section 6.03(c), the Company defers any Registration of Registrable Securities in response to an Underwritten Offering Notice, Sponsor Stockholder shall be entitled to withdraw such Underwritten Offering Notice and if it does so, such request shall not be treated for any purpose as the delivery of an Underwritten Offering Notice pursuant to Section 6.04(a).

Section 6.05. Piggy-Back Registration. If, following the Lock-up Release Date, the Company at any time proposes or is required to Register any Common Stock under the Securities Act on its behalf or on behalf of any of its stockholders (including Sponsor Stockholder), on a form and in a manner that would permit Registration of the Registrable Securities (other than in connection with (i) dividend reinvestment plans, (ii) rights offerings, (iii) a Registration Statement on Form S-4 or Form S-8 or any similar successor form or (iv) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its Subsidiaries that are convertible or exchangeable for Common Stock and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provisions) of the Securities Act may resell such notes and sell shares of Common Stock into which such notes may be converted or exchanged; provided, that the Company may not effect any offering or Shelf Take-Down with respect to shares of Common Stock on such initial Shelf Registration Statement unless the Company provides Sponsor Stockholder with a Piggy-Back Company Notice (as defined below) with respect to (A) such offering or Shelf Take-Down or (B) a concurrent Registration Statement) then the Company shall give Sponsor Stockholder prompt written notice (a "Piggy-Back Company Notice") of its intent to do so not less than 15 Business Days prior to the contemplated filing date for such Registration Statement. Upon the written request of Sponsor Stockholder (a "Piggy-Back Request"), given within five Business Days following the time that Sponsor Stockholder was given any such written notice (which Piggy-Back Request shall specify the number of Registrable Securities requested to be Registered on behalf of Sponsor Stockholder) (the "Piggy-Back Securities"), the Company shall include in such Registration Statement, subject to the provisions of this Section 6.05 and, in the case of a Registration on behalf of any of the Company's stockholders, subject to the rights of such stockholders, the number of Registrable Securities set forth in such Piggy-Back Request.

Section 6.06. Cutbacks. In the event that (x) the Company proposes or is required (other than pursuant to a Takedown Request or Demand Request) to Register Common Stock in connection with an Underwritten Offering, (y) Sponsor Stockholder has made a Piggy-Back Request in accordance with Section 6.05 with respect to such offering and (z) a nationally recognized investment banking firm selected by the Company to act as managing underwriter thereof reasonably and in good faith shall have advised the Company, Sponsor Stockholder or any other holder of Common Stock intending to offer Common Stock in the offering, as applicable (each, an "Other Holder"), in writing that, in its opinion, the inclusion in the Registration Statement of

some or all the shares of Common Stock sought to be Registered by the Company, Sponsor Stockholder or the Other Holder(s) would adversely affect the price or success of the offering, the Company shall include in such Registration Statement such number of shares of Common Stock as the Company is reasonably advised can be sold in such offering without such an effect (the “Maximum Number”) as follows and in the following order of priority:

- (a) if such Registration is by the Company for its own account, (i) *first*, such number of shares of Common Stock as the Company proposes to Register for its own account, (ii) *second*, to the extent the number of shares of Common Stock to be included in the Registration pursuant to clause (i) is less than the Maximum Number, such number of Piggy-Back Securities as Sponsor Stockholder proposes to be included pursuant to a Piggy-Back Request, and (iii) *third*, to the extent the number of shares of Common Stock to be included in the Registration pursuant to the foregoing clauses (i) and (ii) is less than the Maximum Number, such number of shares of Common Stock as all Other Holders request to be included for their own account (with such number of shares allocated *pro rata* among the Other Holders in proportion to their respective beneficial ownership of such shares); or
- (b) if such Registration is pursuant to the Demand Registration rights of one or more Other Holders, (i) *first*, such number of shares of Common Stock as such Other Holder(s) and Sponsor Stockholder propose to be included (with such number of shares allocated *pro rata* among the Other Holder(s) and Sponsor Stockholder in proportion to their respective beneficial ownership of such shares) and (ii) *second*, to the extent the number of shares of Common Stock to be included in the Registration pursuant to clause (i) of this subparagraph (b) is less than the Maximum Number, such number of shares of Common Stock as the Company requests to be included.

Section 6.07. Rule 144A and Regulation S Sales. Following the Lock-up Release Date, Sponsor Stockholder shall, in accordance with Rule 144A and/or Regulation S under the Securities Act (or any successor provisions), have analogous rights to sell its Registrable Securities in a marketed offering under Rule 144A and/or Regulation S (or any successor provisions) under the Securities Act through one or more initial purchasers on a firm-commitment basis, using procedures that are substantially equivalent to those specified in this Article VI. The Company agrees to use its reasonable best efforts to cooperate to effect any such sales under such Rule 144A and/or Regulation S (or any successor provisions). Except as may be required by Rule 144A and/or Regulation S (or any successor provision), nothing in this Section 6.07 shall impose any additional or more burdensome obligations on the Company than would apply under this Article VI, in each case, *mutatis mutandis* in respect of a Registered Underwritten Offering (including the estimated gross proceeds minimum set forth in Section 6.04(a)), or require that the Company take any actions that it would not be required to take in an Underwritten Offering of such Registrable Securities.

Section 6.08. Rule 144.

(a) With a view to making available the benefits of Rule 144 to Sponsor Stockholder, the Company agrees that, for so long as Sponsor Stockholder owns Registrable Securities, the Company will use its reasonable best efforts to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Lock-up Release Date; and (ii) following the Lock-up Release Date, for so long as a Sponsor Stockholder owns any Restricted Securities, furnish to Sponsor Stockholder upon written request a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act.

(b) For so long as Sponsor Stockholder owns Registrable Securities, the Company will use reasonable best efforts to take such further necessary action as any holder of Registrable Securities may reasonably request in connection with the removal of any restrictive legend on the Registrable Securities being sold, all to the extent required from time to time to enable Sponsor Stockholder to sell the Restricted Securities following the Lock-up Release Date without Registration under the Securities Act within the limitations of the exemption provided by Rule 144.

Section 6.09. Holdback Agreements.

(a) To the extent requested in writing by the managing underwriter or underwriters of any Underwritten Offering and to the extent Sponsor Stockholder signs a lock-up agreement (for shares of Common Stock not covered in the Underwritten Offering other than in the case of an Underwritten Offering of all Registrable Securities held by Sponsor Stockholder), the Company agrees not to, and shall use reasonable best efforts to obtain agreements (in the underwriters' customary form) from its directors and executive officers (including any deemed "officers" under Section 16 of the Exchange Act) not to, directly or indirectly offer, Transfer or pledge, or contract to Transfer or pledge, any equity securities of the Company, during the 90 days beginning on the pricing date of such Underwritten Offering (except as part of such Underwritten Offering or any Transfer pursuant to Registrations on Form S-8 or Form S-4) unless Sponsor Stockholder and the managing underwriter or underwriters otherwise agree to a shorter period. Each Person subject to the restrictions of the preceding sentence shall receive the benefit of any shorter "lock-up" period or permitted exceptions agreed to by Sponsor Stockholder and the managing underwriter or underwriters for any Underwritten Offering and the terms of such lock-up agreements shall govern such Person in lieu of the preceding sentence.

(b) To the extent requested in writing by the underwriter(s) or exchanging bank(s) in connection with a debt-for-equity exchange by Jacobs with respect to its Common Stock, the Company agrees not to, and shall use reasonable best efforts to obtain agreements (in the underwriters' or banks' customary form) from their respective directors and executive officers not to, directly or indirectly offer, Transfer or pledge, or contract to Transfer or pledge, any equity securities of the Company, during the 90 days beginning on the pricing date for such debt-for-equity exchange unless the underwriters or banks otherwise agree to a shorter period. Each Person subject to the restrictions of the preceding sentence shall receive the benefit of any shorter "lock-up" period or permitted exceptions agreed to by the underwriters or banks for the debt-for-equity

exchange and the terms of such lock-up agreements shall govern such Person in lieu of the preceding sentence. For the avoidance of doubt, the agreements described in the first sentence of this Section 6.09(b) shall not apply to restrict Sponsor Stockholder or any Common Stock held by Sponsor Stockholder.

Section 6.10. Registration Procedures.

(a) In connection with each Registration Statement prepared pursuant to this Article VI pursuant to which Registrable Securities will be offered and sold, and in accordance with the intended method or methods of distribution of the Registrable Securities as described in such Registration Statement, the Company shall:

(i) use its reasonable best efforts to, as promptly as reasonably practicable (and within the time requirements set out in this Article VI), prepare and file with the SEC a Registration Statement on an appropriate Registration form of the SEC and thereafter use reasonable best efforts to cause such Registration Statement to become effective under the Securities Act promptly after the filing thereof, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by such form to be filed therewith; provided that before filing a Registration Statement or Prospectus or any amendments or supplements thereto, the Company shall furnish to one or more legal counsel selected by Sponsor Stockholder draft copies of all such documents proposed to be filed at least ten Business Days prior to such filing, which documents will be subject to the reasonable review and comment of Sponsor Stockholder and its agents and Representatives and the underwriters, if any, and the Company shall not file any amendment or supplement to a Takedown Prospectus Supplement or Demand Registration Statement to which Sponsor Stockholder or the underwriters, if any, shall reasonably object;

(ii) as promptly as reasonably practicable thereafter, furnish without charge to Sponsor Stockholder and the underwriters, if any, at least one conformed copy of the Registration Statement and each post-effective amendment or supplement thereto (including all schedules and exhibits but excluding all documents incorporated or deemed incorporated therein by reference, unless requested in writing by Sponsor Stockholder or an underwriter, except to the extent such exhibits and schedules are currently available via the SEC's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR")) and such number of copies of the Registration Statement and each amendment or supplement thereto (excluding exhibits and schedules) and the summary, preliminary, final, amended or supplemented Prospectuses included in such Registration Statement as Sponsor Stockholder or the underwriters, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities being sold by Sponsor Stockholder (the Company hereby consents to the use in accordance with the U.S. securities laws of such Registration Statement (or post-effective amendment thereto) and each such Prospectus (or preliminary Prospectus or supplement thereto) by Sponsor

Stockholder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Registration Statement or Prospectus);

(iii) use its reasonable best efforts to keep such Registration Statement effective for the Effective Period, prepare and file with the SEC such amendments, post-effective amendments and supplements to the Registration Statement and the Prospectus as may be necessary to maintain the effectiveness of the Registration for the Effective Period and cause the Prospectus (and any amendments or supplements thereto) to be filed with the SEC;

(iv) use its reasonable best efforts to, as promptly as reasonably practicable, Register or qualify the Registrable Securities covered by such Registration Statement under such other securities or “blue sky” laws of such jurisdictions in the United States as are reasonably necessary, keep such Registrations or qualifications in effect for so long as the Registration Statement remains in effect, and do any and all other acts and things which may be reasonably necessary to enable Sponsor Stockholder or any underwriter to consummate the disposition of the Registrable Securities in such jurisdictions; provided, however, that in no event shall the Company be required to (A) qualify to do business as a foreign corporation in any jurisdiction where it would not, but for the requirements of this subparagraph (iv), be required to be so qualified, (B) execute or file any general consent to service of process under the laws of any jurisdiction, (C) take any action that would subject it to service of process in suits other than those arising out of the offer and sale of the securities covered by the Registration Statement, or (D) subject itself to taxation in any jurisdiction where it would not otherwise be obligated to do so, but for this subparagraph (iv);

(v) use its reasonable best efforts to, as promptly as reasonably practicable, cause all Registrable Securities covered by such Registration Statement, if any, to be listed (after notice of issuance) on the NYSE or on the principal securities exchange or interdealer quotation system on which the Common Stock is then listed or quoted;

(vi) use its reasonable best efforts to promptly notify Sponsor Stockholder and the managing underwriter or underwriters, if any, after becoming aware thereof, (A) when the Registration Statement or any related Prospectus or any amendment or supplement thereto has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (B) of any request by the SEC or any U.S. state securities authority for amendments or supplements to the Registration Statement or the related Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose or (E) within the Effective Period of the happening

of any event or the existence of any fact which makes any statement in the Registration Statement or any post-effective amendment thereto, Prospectus or any amendment or supplement thereto, or any document incorporated therein by reference untrue in any material respect or which requires the making of any changes in the Registration Statement or post-effective amendment thereto or any Prospectus or amendment or supplement thereto so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) during the Effective Period, use its reasonable best efforts to obtain, as promptly as practicable, the withdrawal of any order enjoining or suspending the use or effectiveness of the Registration Statement or any post-effective amendment thereto or the lifting of any suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction at the earliest date reasonably practicable;

(viii) use its reasonable best efforts to deliver promptly to Sponsor Stockholder and the managing underwriters, if any, copies of all correspondence between the SEC and the Company, its legal counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the Registration Statement (except to the extent such correspondence is currently available via EDGAR);

(ix) use its reasonable best efforts to permit Sponsor Stockholder, the underwriters(s) and its and their respective Representatives to do such reasonable investigation with respect to information contained in or omitted from the Registration Statement as it deems reasonably necessary for the purpose of conducting due diligence with respect to the Company;

(x) use its reasonable best efforts to, as promptly as reasonably practicable, provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement not later than the effective date of such Registration Statement;

(xi) use its reasonable best efforts to cooperate with Sponsor Stockholder and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates or book-entry shares representing the Registrable Securities to be sold under the Registration Statement in a form eligible for deposit with The Depository Trust Company not bearing any restrictive legends (other than as required by The Depository Trust Company) and not subject to any stop transfer order with any transfer agent, and cause such Registrable Securities to be issued in such denominations and Registered in such names as the managing underwriters, if any, may request in writing or, if not an Underwritten Offering, in accordance with the instructions of Sponsor Stockholder, in each case at least two Business Days prior to any sale of Registrable Securities;

(xii) in the case of a firm commitment Underwritten Offering, use its reasonable best efforts to, as promptly as reasonably practicable, enter into an underwriting agreement customary in form and substance (taking into account the Company's prior underwriting agreements) for firm commitment underwritten secondary offerings of the nature contemplated by the applicable Registration Statement;

(xiii) use its reasonable best efforts to, as promptly as reasonably practicable, obtain an opinion from the Company's outside and internal legal counsel and a "comfort" letter (and bring-down "comfort" letter) from the Company's independent public accountants (and, if necessary, any other independent certified public accountants of any Subsidiary of the Company, any accounting predecessor or successor to the Company (including, for the avoidance of doubt, the SpinCo Business (as defined in the Separation and Distribution Agreement)) or any business acquired by the Company for which financial statements and financial data is, or is required to be, included in the Registration Statement) in customary form and covering such matters as are customarily covered by such opinions, "comfort" letters and bring-down "comfort" letters in connection with an offering of the nature contemplated by the applicable Registration Statement;

(xiv) use its reasonable best efforts to, as promptly as reasonably practicable, provide to legal counsel to Sponsor Stockholder and to the managing underwriters, if any, and no later than the time of filing of any document which is to be incorporated by reference into the Registration Statement or Prospectus (after the initial filing of such Registration Statement), copies of any such document;

(xv) cause its officers to fully cooperate with the marketing of the Registrable Securities covered by the Registration Statement, including, at the recommendation or request of the underwriters, making themselves available to participate in presentations (including "road-shows"), "one-on-one," and other customary marketing activities in such locations (domestic and foreign) as recommended by the underwriter(s);

(xvi) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(xvii) otherwise use its reasonable best efforts to comply with, and cause its officers to comply with, all applicable rules and regulations of the Financial Industry Regulatory Authority ("FINRA") (including by collecting and delivering any FINRA questionnaires requested by counsel to Sponsor Stockholder), the SEC and NYSE (or any other applicable national securities exchange);

(xviii) use its reasonable best efforts to comply with the requirements of Rule 144(c)(1) with respect to public information about the Company; and

(xix) use its reasonable best efforts to take all other steps, at the written request of Sponsor Stockholder, as may be necessary to effect the registration and offer of the Registrable Securities as required hereby.

(b) In the event that the Company would be required, pursuant to Section 6.10(a)(vi)(E), to notify Sponsor Stockholder or the managing underwriter or underwriters, if any, of the happening of any event specified therein, the Company shall, subject to Section 6.03(c), as promptly as practicable, prepare and furnish to Sponsor Stockholder and to each such underwriter a reasonable number of copies of a Prospectus supplemented or amended so that, as thereafter delivered to purchasers of Registrable Securities that have been Registered pursuant to this Agreement, such Prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Sponsor Stockholder agrees that, upon receipt of any notice from the Company pursuant to Section 6.10(a)(vi)(E), it shall, and shall use its reasonable best efforts to, cause any sales or placement agent or agents for the Registrable Securities and the underwriters, if any, to forthwith discontinue disposition of the Registrable Securities until such Person shall have received copies of such amended or supplemented Prospectus and, if so directed by the Company, to destroy all copies, other than permanent file copies, then in its possession of the Prospectus (prior to such amendment or supplement) covering such Registrable Securities as soon as practicable after Sponsor Stockholder's receipt of such notice.

(c) If requested by the managing underwriter for an Underwritten Offering (primary or secondary) of any equity securities of the Company, Sponsor Stockholder agrees not to effect any Transfer of any Registrable Securities, including any sale pursuant to Rule 144, and not to effect any Transfer of any other equity security of the Company (in each case, other than as part of such underwritten public offering) during the 10 days prior to, and during the 90-day period (or such longer period as Sponsor Stockholder agrees with the underwriter of such offering) beginning on, the consummation of any underwritten public offering covered by a Registration Statement referred to in Section 6.05 if Sponsor Stockholder is permitted to include Registrable Securities thereunder.

(d) The Company hereby agrees that if it shall previously have received a request pursuant to Section 6.01 or Section 6.02 for Registration of Registrable Securities in an Underwritten Offering, and if such previous Registration shall not have been withdrawn or abandoned, the Company, if requested by the managing underwriter for such Underwritten Offering, shall not Transfer to a third party or third parties any Common Stock, any other equity security of the Company or any security convertible into or exchangeable for any equity security of the Company until the earlier of (i) 90 days after the effective date of such Registration Statement and (ii) such time as all of the Registrable Securities covered by such Registration Statement have been distributed;

provided, however, that notwithstanding the foregoing, the Company may Transfer Common Stock or such other securities (A) as part of such Underwritten Offering subject to Section 6.06, (B) pursuant to a Registration Statement on Form S-8 or Form S-4 under the Securities Act or any successor or similar form, (C) as part of a transaction under Rule 145 of the Securities Act, (D) in one or more private transactions that would not interfere with the method of distribution contemplated by such Registration Statement or (E) if such Transfer was publicly announced or agreed to in writing by the Company prior to the date of the receipt of such request pursuant to Section 6.01, but subject to Section 6.06 if applicable.

(e) Sponsor Stockholder shall furnish to the Company in writing such information regarding Sponsor Stockholder and its intended method of distribution of the Registrable Securities as the Company may from time to time reasonably request in writing in order for the Company to comply with its obligations under all applicable securities and other laws and to ensure that the Prospectus relating to such Registrable Securities conforms to the applicable requirements of the Securities Act and the rules and regulations thereunder. Sponsor Stockholder shall promptly notify the Company of any inaccuracy or change in information previously furnished by Sponsor Stockholder to the Company or of the occurrence of any event, in either case as a result of which any Prospectus relating to the Registrable Securities contains or would contain an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and promptly furnish to the Company any additional information required to correct and update any previously furnished information or required so that such Prospectus shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) In the case of any Underwritten Offering of shares of Common Stock Registered under a Takedown Prospectus Supplement or a Demand Registration Statement, or in the case of a Registration under Section 6.05 if the Company has entered into an underwriting agreement in connection therewith, all shares of Common Stock to be included in such offering or Registration, as the case may be, shall be subject to the applicable underwriting agreement and no Person may participate in such offering or Registration unless such Person agrees to sell such Person's securities on the basis provided therein and completes and executes all questionnaires, indemnities, underwriting agreements and other documents (other than powers of attorney) which must be executed in connection therewith, and provides such other information to the Company or the underwriter as may be reasonably requested to offer or Register such Person's Common Stock.

Section 6.11. No Inconsistent Agreements. Without the prior written consent of Sponsor Stockholder, except for the Registration Rights Agreement entered into on the date hereof, by and between Jacobs and the Company, neither the Company nor any of its Subsidiaries shall enter into any agreement granting Registration or similar

rights to any Person that are prior in right, *pari passu* or inconsistent with the rights under this Agreement.

Section 6.12. Registration Expenses. In connection with any Registration and sale of any Registrable Securities by Sponsor Stockholder, the Company shall bear all reasonably incurred, out-of-pocket Registration and filing fees, printing costs and fees and expenses of its and each Sponsor Stockholder's legal counsel and accountants and, to the extent not borne by the underwriters in accordance with the terms of the applicable underwriting agreement, any underwriters (excluding, for the avoidance of doubt, any underwriters' discounts or fees), except as otherwise provided in Section 6.02 where a request is revoked at the request of Sponsor Stockholder.

Section 6.13. Indemnification; Contribution.

(a) To the fullest extent permitted by applicable law, the Company shall, and it hereby agrees to, indemnify and hold harmless Sponsor Stockholder, each underwriter and the equityholders, controlling persons, directors, officers and employees of each of the foregoing in any offering or sale of the Registrable Securities, including pursuant to Section 6.01, Section 6.02 or Section 6.05, against any losses, claims, damages or liabilities, actions or proceedings (whether commenced or threatened) in respect thereof and expenses (including actual and documented out-of-pocket fees of legal counsel reasonably incurred) (collectively, "Claims") to which each such indemnified party may become subject, insofar as such Claims (including any amounts paid in settlement effected with the consent of the Company as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, or any preliminary or final Prospectus contained therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or arise out of, relate to, are in connection with, or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and the Company shall, and it hereby agrees to, reimburse periodically each such indemnified Person for any actual and documented out-of-pocket legal or other actual and documented out-of-pocket expenses reasonably incurred by it in connection with investigating or defending any such Claims; provided, however, that the Company shall not be liable to any such Person in any such case to the extent that any such Claims arise out of, relate to, are in connection with, or are based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, or preliminary or final Prospectus, or amendment or supplement thereto, in reliance upon written information furnished to the Company (x) by Sponsor Stockholder or any Representative of Sponsor Stockholder, expressly for use therein, it being understood and agreed that the only such information furnished by Sponsor Stockholder or any Representative of Sponsor Stockholder consists of the information described as such in Section 6.13(b) or (y) by or on behalf of any underwriter expressly for use therein.

(b) To the fullest extent permitted by applicable law, Sponsor Stockholder shall, and hereby agrees to, (i) indemnify and hold harmless the Company, its directors, officers, employees and its other equityholders and each underwriter, its partners, officers, directors, employees and controlling Persons, if any, in any offering or sale of Registrable Securities by it against any Claims to which each such indemnified party may become subject, insofar as such Claims (including any amounts paid in settlement as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, or any preliminary or final Prospectus contained therein, or any amendment or supplement thereto, or any document incorporated by reference therein, or arise out of, relate to, are in connection with, or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information regarding Sponsor Stockholder furnished to the Company by Sponsor Stockholder or any Representative of Sponsor Stockholder expressly for use therein, it being understood and agreed that the only such information furnished by Sponsor Stockholder or any Representative of Sponsor Stockholder consists of the number of shares of Common Stock owned by Sponsor Stockholder, the number of Registrable Securities proposed to be sold by Sponsor Stockholder, the name and address of Sponsor Stockholder and the method of distribution proposed by Sponsor Stockholder, and (ii) reimburse the Company for any actual and documented out-of-pocket legal or other out-of-pocket expenses reasonably incurred by the Company in connection with investigating or defending any such Claim; provided, however, that in no event shall any indemnity or reimbursement by Sponsor Stockholder under this Section 6.13(b) exceed an amount equal to the net proceeds received by Sponsor Stockholder in respect of the sale of Registrable Securities giving rise to such indemnification or reimbursement obligation.

(c) Sponsor Stockholder and the Company agree that if, for any reason, the indemnification provisions contemplated by Section 6.13(a) or Section 6.13(b) are unavailable to or are insufficient to hold harmless an indemnified party in respect of any Claims referred to therein, then each Indemnifying Party (as defined below) shall contribute to the amount paid or payable by such indemnified party as a result of such Claims in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the indemnified party, on the other hand, with respect to the applicable offering of securities. The relative fault of such Indemnifying Party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or by such indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. If, however, the allocation in the first sentence of this Section 6.13(c) is not permitted by applicable law, then each Indemnifying Party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults, but also the relative benefits of the Indemnifying Party and

the indemnified party, as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 6.13(c) were to be determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this Section 6.13(c). The amount paid or payable by an indemnified party as a result of the Claims referred to above shall be deemed to include (subject to the limitations set forth in Section 6.14) any actual and documented out-of-pocket legal or other out-of-pocket fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action, proceeding or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 6.14. Indemnification Procedures.

(a) If an indemnified party shall desire to assert any claim for indemnification provided for under Section 6.13 in respect of, arising out of or involving a Claim against such indemnified party, such indemnified party shall notify the Company or Sponsor Stockholder, as the case may be (the “Indemnifying Party”), in writing of such Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a “Claim Notice”) promptly after receipt by such indemnified party of written notice of the Claim; provided, however, that failure to provide a Claim Notice shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. The indemnified party shall deliver to the Indemnifying Party, promptly after the indemnified party’s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Claim; provided, however, that failure to provide any such copies shall not affect the indemnification obligations provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure.

(b) If a Claim is made against an indemnified party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with separate counsel selected by the Indemnifying Party and reasonably satisfactory to the indemnified party. Should the Indemnifying Party so elect to assume the defense of a Claim, the Indemnifying Party will not be liable to the indemnified party for legal expenses subsequently incurred by the indemnified party in connection with the defense thereof, unless the Claim involves potential conflicts of interest or substantially different defenses for the indemnified party and the Indemnifying Party. If the Indemnifying Party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ legal counsel, at its own expense (except as provided in the immediately preceding sentence), separate from the legal counsel employed by the Indemnifying Party. The Indemnifying Party shall be liable for the actual and documented out-of-pocket fees and expenses of legal counsel

reasonably incurred by the indemnified party for any period during which the Indemnifying Party has not assumed the defense thereof and as otherwise contemplated by the two immediately preceding sentences. If the Indemnifying Party chooses to defend any Claim, the other party shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such Claim, and use of reasonable efforts to make employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Whether or not the Indemnifying Party shall have assumed the defense of a Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge, such Claim without the Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnifying Party may pay, settle or compromise a Claim without the written consent of the indemnified party, only if such settlement (i) includes an unconditional release of the indemnified party from all liability in respect of such Claim, (ii) does not subject the indemnified party to any injunctive relief or other equitable remedy, and (iii) does not include a statement or admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(c) The indemnification provided for under this Article VI will remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party or any officer, director employee, equityholder or controlling Person of such indemnified party and will survive the registration and sale of any Registrable Securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

ARTICLE VII

Miscellaneous

Section 7.01. Term. This Agreement will be effective as of the date hereof. This Agreement (other than Article VI and Article VII, which shall survive the expiration or termination of this Agreement indefinitely) shall terminate automatically on the Fallaway Date; provided that Section 3.04 shall survive for a period of three years after the expiration or termination of this Agreement.

Section 7.02. Stockholder Indemnification; Limitation of Liability. The Company shall defend, indemnify and hold harmless each Sponsor Related Person from and against any Claims to which such Sponsor Related Person may become subject, insofar as such Claims (including any amounts paid in settlement effected with the consent of the Company as provided herein), or actions or proceedings in respect thereof, arise out of, relate to, are in connection with, or are based upon, and no Sponsor Related Person shall be personally liable to the Company or any other Sponsor Related Person for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with, (a) any Sponsor Related Person's beneficial ownership of Common Stock or other equity securities of the Company or control or ability to influence the Company or any of its Subsidiaries (other than to the extent such Claims or actions or

proceedings (i) arise out of any breach of this Agreement or other contractual obligation by a Sponsor Related Person or the breach of any fiduciary or other similar duty or obligation of such Sponsor Related Person or (ii) are directly caused by such Person's willful misconduct), or (b) the business, operations, properties, assets or other rights or liabilities of the Company or any of its Subsidiaries. If a Sponsor Related Person shall desire to assert any claim for indemnification provided for under this Section 7.02 in respect of, arising out of or involving a Claim against such Sponsor Related Person, the indemnification procedures contained in Section 6.14 shall govern, *mutatis mutandis*.

Section 7.03. Indemnification Priority. The Company hereby acknowledges that the Sponsor Related Persons may have certain rights to indemnification, advancement of expenses or insurance provided by one or more Sponsor Related Persons (collectively, the "Sponsor Stockholder Indemnitors"). The Company hereby (a) agrees that the Company and any Subsidiary of the Company that provides an indemnity shall be the indemnitor of first resort (*i.e.*, its or their obligations to a Sponsor Related Person shall be primary and any obligation of any Sponsor Stockholder Indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by a Sponsor Related Person shall be secondary), (b) agrees that it shall be required to advance the full amount of expenses incurred by a Sponsor Related Person and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement or any other agreement between the Company and a Sponsor Related Person, without regard to any rights a Sponsor Related Person may have against any Sponsor Stockholder Indemnitor or their insurers, and (c) irrevocably waives, relinquishes and releases the Sponsor Stockholder Indemnitors from any and all claims against the Sponsor Stockholder Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Sponsor Stockholder Indemnitors on behalf of a Sponsor Related Person with respect to any claim for which such Sponsor Related Person has sought indemnification from the Company, as the case may be, shall affect the foregoing and the Sponsor Stockholder Indemnitors shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Sponsor Related Person against the Company.

Section 7.04. Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and Sponsor Stockholder. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

Section 7.05. Successors and Assigns. The rights and obligations hereunder shall not be assignable by any party hereto without the prior written consent of the other party hereto; provided that, subject to the execution of a joinder agreement substantially in the form of Exhibit A, Sponsor Stockholder may assign its rights and

obligations hereunder to any Sponsor Transferee without the prior written consent of the Company; provided the Sponsor Stockholder shall provide prior written notice to the Company of such Transfer and provided, further, that no such assignment shall release such assigning party from any liability or obligation under this Agreement. Any attempted assignment of rights or obligations in violation of this Section 7.05 shall be null and void *ab initio*. For the avoidance of doubt, any such Sponsor Transferee shall be subject to the restrictions in this Section 7.05. In the event of any partial assignment of the rights and obligations available to Sponsor Stockholder in this Agreement, the rights available to Sponsor Stockholder in Article III shall be held jointly by the entities constituting “Sponsor Stockholder” in the aggregate and in no event shall be construed as separate or multiple rights of each entity constituting Sponsor Stockholder. In the event that multiple entities constitute Sponsor Stockholder, the Company shall not be liable for any losses, costs or expenses arising directly or indirectly from the Company’s good faith reliance upon and compliance with instructions from any entity constituting part of the group that constitutes Sponsor Stockholder, including in the event that such instructions conflict with or are inconsistent with any separate written instructions.

Section 7.06. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein, unless the severance of such provision could be in opposition to the parties’ intent with respect to such provision or the economic or legal substance of the transactions contemplated hereby would be affected in any manner materially adverse to any party hereto, in which case the parties will negotiate revisions to this Agreement to preserve as nearly as possible or nearly as practicable the economic or legal substance of such invalid, illegal or unenforceable provision.

Section 7.07. Counterparts; Electronic Signatures. This Agreement may be executed in any number of separate counterparts each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Counterpart signature pages to this Agreement may be delivered by facsimile or electronic delivery (*i.e.*, by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes. The parties hereto hereby agree that this Agreement may be executed by way of electronic signatures and that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the parties hereto further agree that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

Section 7.08. Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement) and the other Transaction Documents, as applicable, constitute the entire agreement among the parties hereto or to

which they are subject and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the transactions contemplated hereby and thereby.

Section 7.09. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

Section 7.10. Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, solely if the Delaware Court of Chancery declines jurisdiction, the Complex Commercial Litigation Division of the Delaware Superior Court, New Castle County, or, solely if such court declines jurisdiction, the United States District Court for the District of Delaware) for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its Subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such above-named courts, and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this Agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 7.14 is reasonably calculated to give actual notice.

Section 7.11. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY

RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY STOCKHOLDER IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 7.11 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH IT IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7.11 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 7.12. Specific Performance. The parties hereto agree that irreparable damage may occur if any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek an injunction or injunctions or other equitable relief to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court set forth in Section 7.10, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.13. Third-Party Beneficiaries. Except as set forth in Section 5.05 and except for any Person expressly entitled to indemnification rights under this Agreement, nothing in this Agreement shall confer any rights upon any Person other than (a) the parties hereto and (b) each such party's respective heirs, successors and permitted assigns, all of whom shall be third-party beneficiaries of this Agreement.

Section 7.14. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via e-mail (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, to:

Amentum Holdings, Inc.
4800 Westfields Boulevard
Suite #400
Chantilly, Virginia 20151
Attention: Paul W. Cobb, Jr., Secretary
Email: whit.cobb@amentum.com

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: David J. Perkins
Maurio A. Fiore
Email: dperkins@cravath.com
mfiore@cravath.com

and, solely until the Lock-up Release Date,

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David A. Katz
Karessa L. Cain
Email: DAKatz@wlrk.com
KLCain@wlrk.com

If to Sponsor Stockholder, to:

Amentum Joint Venture LP
c/o Lindsay Goldberg LLC
630 Fifth Avenue, 30th Floor
New York, NY 10111
Attention: J. Russell Friedman
Vincent Ley
Lindsay Goldberg Legal
Email: triedman@lindsaygoldbergllc.com
ley@lindsaygoldbergllc.com
legal@lindsaygoldbergllc.com

and

c/o American Securities LLC
590 Madison Avenue, 38th Floor
New York, NY 10022
Attention: Benjamin Dickson
Eric L. Schondorf
Email: bdickson@american-securities.com
eschondorf@american-securities.com

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: David J. Perkins
Maurio A. Fiore
E-mail: dperkins@cravath.com
mfiore@cravath.com

[Signature pages follow]

written. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above

AMENTUM HOLDINGS, INC.

By: /s/ Paul W. Cobb, Jr.

Name: Paul W. Cobb, Jr.

Title: Secretary

AMENTUM JOINT VENTURE LP

By: Amentum Joint Venture GP LLC, its general partner

By: /s/ James C. Pickel, Jr.

Name: James C. Pickel, Jr.

Title: Authorized Signatory

By: /s/ Eric L. Schondorf

Name: Eric L. Schondorf

Title: Authorized Signatory

[Signature Page to the Stockholders Agreement]

FORM OF JOINDER TO STOCKHOLDERS AGREEMENT

This Joinder Agreement (this “Joinder Agreement”) is made as of the date written below by the undersigned (the “Joining Party”) in accordance with the Stockholders Agreement, dated as of September 27, 2024 (as may be amended from time to time, the “Stockholders Agreement”), by and between Amentum Holdings, Inc., a Delaware corporation (the “Company”), and Amentum Joint Venture LP, a Delaware limited partnership (“Merger Partner Equityholder” and, together with any Sponsor Transferee, “Sponsor Stockholder”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Stockholders Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Stockholders Agreement as of the date hereof and shall have all of the rights and obligations of “Sponsor Stockholder” thereunder as if it had executed the Stockholders Agreement on the date thereof. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders Agreement. The Joining Party represents and warrants (solely as to itself) that the representations and warranties set forth in Article II of the Agreement, *mutatis mutandis*, are true and correct in all respects as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _____,

[NAME OF JOINING PARTY]

By: _____
 Name:
 Title:

Address for notices:

☐

Attention: ☐

Telephone: ☐

Email: ☐

FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is made as of _____ by and between AMENTUM HOLDINGS, INC., a Delaware corporation (the “Company”), and _____ (“Indemnitee”).

RECITALS

A. The Company is aware that competent and experienced persons are reluctant to serve as directors or officers of corporations unless they are protected by comprehensive liability insurance or indemnification, due to exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors and officers;

B. The statutes and judicial decisions regarding the duties of directors and officers are often difficult to apply, ambiguous, or conflicting, and therefore fail to provide such directors and officers with adequate, reliable knowledge of legal risks to which they are exposed or information regarding the proper course of action to take;

C. Plaintiffs often seek damages in such large amounts, and the costs of litigation may be so enormous (whether or not the case is meritorious), that the defense and/or settlement of such litigation is often beyond the personal resources of officers and directors;

D. The Company believes that it is unfair for its directors and officers to assume the risk of huge judgments and other expenses which may occur in cases in which the director or officer received no personal profit and in cases where the director or officer was not culpable;

E. The Company recognizes that the issues in controversy in litigation against a director or officer of a corporation such as the Company or a subsidiary of the Company are often related to the knowledge, motives and intent of such director or officer, that she or he is usually the only witness with knowledge of the essential facts and exculpatory circumstances regarding such matters, and that the long period of time which usually elapses before the trial or other disposition of such litigation often extends beyond the time that the director or officer can reasonably recall such matters; and may extend beyond the normal time for retirement for such director or officer with the result that she or he, after retirement or in the event of his or her death, his or her spouse, heirs, executors or administrators, may be faced with limited ability and undue hardship in maintaining an adequate defense, which may discourage such a director or officer from serving in that position;

F. For these and other reasons, the Board of Directors of the Company (the “Board”) has concluded that, to retain and attract talented and experienced individuals to serve as officers and directors of the Company and its subsidiaries and to encourage such individuals to take the business risks necessary for the success of the Company, it is necessary for the Company to contractually indemnify such officers and directors and to assume for itself maximum liability for expenses and damages in connection with claims against such officers and directors in connection with their service to the Company and its subsidiaries, and has further concluded that the failure to provide such contractual indemnification could result in great harm to the Company and its stockholders;

G. Section 145 of the General Corporation Law of Delaware ("Section 145"), under which the Company is organized, empowers the Company to indemnify its officers, directors and employees by agreement and to indemnify persons who serve, at the request of the Company, as the directors, officers and employees of other corporations or enterprises, and expressly provides that the indemnification provided by Section 145 is not exclusive;

H. The Company, after reasonable investigation, believes that the interests of its stockholders would best be served by a combination of such liability insurance coverage as the Company may from time to time obtain and the indemnification by the Company of the directors and officers of the Company and its subsidiaries;

I. The Company desires and has requested Indemnitee to serve or continue to serve as a director or officer of the Company or one or more of its subsidiaries free from undue concern for claims for damages arising out of or related to such services to the Company;

J. The Company, after reasonable investigation, believes that it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of Indemnitee to the fullest extent permitted by applicable law, as a supplement to and in furtherance of Article VI, Section 2 of the Company's Amended and Restated Certificate of Incorporation ("Certificate of Incorporation") and Article VII of the Company's Amended and Restated By-laws ("By-laws"), so that Indemnitee will serve or continue to serve the Company free from undue concern that Indemnitee will not be so indemnified and entitled to the advancement of expenses; and

K. The Indemnitee is willing to serve, or to continue to serve, the Company and/or such subsidiaries, provided that he or she is furnished the indemnity provided for in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants contained in this Agreement and the Indemnitee's continued service after the date of this Agreement, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. In consideration of the protection afforded by this Agreement, if Indemnitee is a director of the Company or one of its subsidiaries, he or she agrees to serve as a director of the Company until the earliest of his or her resignation, death, disability or election and qualification of a successor. If Indemnitee is an officer of the Company or one of its subsidiaries, he or she agrees to serve in such capacity until the earliest of his or her resignation, termination, death or disability. Nothing contained in this Agreement is intended to create any employment relationship or any right to continued employment or other service of Indemnitee and this Agreement shall not be deemed an employment or other service contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as a director or officer, as applicable, of the Company and its subsidiaries.

Section 2. Definitions.

As used in this Agreement:

(a) “Change in Control” shall be deemed to have occurred if (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”)), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company or the Sponsor Stockholder (as defined in the Certificate of Incorporation), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Company representing 25% or more of the total voting power represented by the Company’s then outstanding Voting Securities (as defined below), (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, (iii) the consummation of a merger, consolidation or other similar transaction involving the Company or any of its subsidiaries, other than a merger, consolidation or similar transaction which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 50% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger, consolidation or similar transaction, or (iv) the stockholders of the Company approve a plan of complete liquidation of the Company.

(b) “Corporate Status” describes the status of a person as a current or former director, officer, employee, agent or trustee of the Company or of any other Enterprise which such person is or was serving at the request of the Company.

(c) “Disinterested Director” shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(d) “Enforcement Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with an action to enforce indemnification, advancement, contribution or any other right provided by this Agreement, or an appeal from such action, including, without limitation, the premium, security for and other costs relating to any cost bond, supersedes bond or other appeal bond or its equivalent, and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under Section 14(e) of this Agreement.

(e) “Enterprise” shall mean any corporation (other than the Company), limited liability company, partnership, joint venture, trust, employee benefit plan or other legal entity of which Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or trustee.

(f) “Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding or an appeal resulting from a Proceeding, including, without limitation, the premium, security for and other costs relating to any cost bond, supersedes bond or other appeal bond or its equivalent, and any federal, state, local or foreign taxes imposed on Indemnatee as a result of the actual or deemed receipt of any payments under this Agreement. Expenses, however, shall not include amounts paid in settlement by Indemnatee or the amount of judgments or fines against Indemnatee.

(g) “Independent Counsel” means a law firm, or a partner (or, if applicable, member) of such a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company, any Enterprise or Indemnatee in any matter material to any such party (other than with respect to matters concerning Indemnatee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnatee in an action to determine Indemnatee’s rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. For purposes of this definition, a “material matter” shall mean any matter for which billings exceeded or are expected to exceed \$100,000.

(h) “Liabilities” shall mean judgments, damages, deficiencies, liabilities, losses, penalties, excise taxes, fines, assessments and amounts paid in settlement, including any interest and any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payment under this Agreement.

(i) The term “Proceeding” shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, pending, threatened or completed proceeding (including, without limitation, stockholder claims, actions, demands, suits, proceedings, investigations and arbitrations), whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Indemnatee was, is or will be involved as a party or otherwise by reason of the fact that Indemnatee is or was a director or officer, as applicable, of the Company or is or was serving at the request of the Company as a director, officer, employee, agent or trustee of any Enterprise or by reason of any action taken by him or her or of any action taken on his or her part while acting as director or officer of the Company or while serving at the request of the Company as a director, officer, employee, agent or trustee of any Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; provided, however, that the term “Proceeding” shall not include any action, suit or arbitration, or part thereof, initiated by Indemnatee to enforce Indemnatee’s rights under this Agreement as provided for in Section 14(e) of this Agreement.

(j) “Voting Securities” means any securities of an entity which vote generally in the election of directors of such entity.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a witness or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses and Liabilities actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein to the fullest extent permitted by law. Indemnitee shall not enter into any settlement in connection with a Proceeding without ten days’ prior notice to the Company.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses and Liabilities actually and reasonably incurred by him or her on his or her behalf in connection with such Proceeding or any claim, issue or matter therein to the fullest extent permitted by law.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement and except as provided in Section 8, to the extent that Indemnitee is a party to or a participant in and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, the Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and Liabilities actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee to the fullest extent permitted by law against all Expenses and Liabilities actually and reasonably incurred by him or her on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness or in Response to a Subpoena. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party and is not threatened to be made a party or receives a subpoena in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses and/or Liabilities, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification.

(a) Except as provided in Section 9, notwithstanding any limitation in Sections 3, 4 or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by law and the Certificate of Incorporation and By-laws if Indemnitee is a party to or is threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses and Liabilities actually and reasonably incurred in connection with the Proceeding.

(b) For purposes of this Agreement, the meaning of the phrase “to the fullest extent permitted by law” shall include, but not be limited to:

(i) to the fullest extent permitted by the provision of the General Corporation Law of the State of Delaware (the “**DGCL**”) that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL or such provision thereof; and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 9. Exclusions. Notwithstanding any provision in this Agreement to the contrary, the Company shall not be obligated under this Agreement:

(a) to make any indemnity for amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received such amounts under any insurance policy, contract, agreement or otherwise;

(b) to make any indemnity for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor law or similar provisions of state statutory or common law;

(c) to make any indemnity or advancement for any Proceeding or part of any Proceeding initiated or brought voluntarily by the Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board has authorized or consented to the initiation of the Proceeding or such part of any Proceeding or (ii) the Proceeding was commenced following a Change in Control; *provided, however*, that nothing in this Section 9(c) shall limit the right of the Indemnitee to be indemnified under Section 14; or

(d) to make any indemnity or advancement that is prohibited by applicable law or listing standard of any exchange on which the Company’s securities are then listed.

Section 10. Advances of Expenses. The Company shall advance, to the extent not prohibited by law or the Certificate of Incorporation or By-laws, the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made within 20 days after the receipt by the Company of a statement or statements requesting such advances (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice) from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement which shall constitute an undertaking providing that Indemnitee undertakes to the fullest extent required by law to repay the advance if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company. The right to advances under this Section 10 shall in all events continue until final disposition of any Proceeding, including any appeal therein. Nothing in this Section 10 shall limit Indemnitee's right to advancement pursuant to Section 14(e) of this Agreement.

Section 11. Procedure for Notification and Defense of Claim.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request therefor and, if Indemnitee so chooses pursuant to Section 11 of this Agreement, such written request shall also include a request for Indemnitee to have the right to indemnification determined by Independent Counsel.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

(c) The Company acknowledges that a settlement or other disposition short of final judgment shall be successful for purposes of Section 5 if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that a Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(d) Indemnitee shall have the sole right and obligation to control the defense or conduct of any claim or Proceeding with respect to Indemnitee. The Company shall not, without the prior written consent of Indemnitee, enter into any settlement of any Proceeding in which Indemnitee is or could reasonably become a party or which potentially or actually imposes any Expenses, Liabilities, exposure or burden on Indemnitee unless (i) such settlement solely involves the payment of money or performance of any obligation by persons other than Indemnitee and includes an unconditional, full release of Indemnitee by all relevant parties from all liability on any matters that are the subject of such Proceeding and an acknowledgment that Indemnitee denies all wrongdoing in connection with such matters and (ii) the Company has fully indemnified Indemnitee with respect to, and held Indemnitee harmless from and against, all Expenses and Liabilities actually and reasonably incurred by Indemnitee or on behalf of Indemnitee in connection with such Proceeding.

Section 12. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if such determination is required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) by a majority vote of Disinterested Directors, even though less than a quorum or (ii) if there are no such Disinterested Directors or if there has been a Change in Control (other than a Change in Control that has been approved by a majority of the Board who were directors immediately prior to such Change in Control), by Independent Counsel in a written opinion. In the case that such determination is made by Independent Counsel, a copy of Independent Counsel's written opinion shall be delivered to Indemnitee and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination. Indemnitee shall cooperate with the Independent Counsel or the Company, as applicable, making such determination with respect to Indemnitee's entitlement to indemnification, including providing to Independent Counsel or the Company, upon reasonable advance request, any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Independent Counsel or the Company shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) In the event that the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Sections 11(a) and 12(a)(i), the Independent Counsel shall be selected by Indemnitee. The Company may, within 10 days after written notice of such selection, deliver to Indemnitee a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification and Independent Counsel pursuant to Sections 11(a) and 12(a)(i) hereof, respectively, and (ii) the final disposition of the Proceeding, including any appeal therein, no Independent Counsel shall have been selected without objection, Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company to the selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate. The person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, it shall be presumed that Indemnatee is entitled to indemnification under this Agreement if Indemnatee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall have the burden of proof and the burden of persuasion by clear and convincing evidence to overcome that presumption in connection with the making of any determination contrary to that presumption. Neither (i) the failure of the Company or of Independent Counsel to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor (ii) an actual determination by the Company or by Independent Counsel that Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty, nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnatee to indemnification or create a presumption that Indemnatee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnatee had reasonable cause to believe that his or her conduct was unlawful.

(c) The knowledge or actions, or failure to act, of any director, officer, agent or employee of the Company or any Enterprise shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement.

(d) Indemnatee shall be deemed to have acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, or with respect to any criminal action or proceeding, to not have had a reasonable cause to believe such Indemnatee's conduct was unlawful for purposes of indemnification under this Agreement if Indemnatee's actions are based on the records or books of account of the Company, including financial statements, or on information supplied to Indemnatee by the directors, officers, agents or employees of the Company in the course of their duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected by the Company. Whether or not the foregoing provisions of this Section 13(d) are satisfied, it shall in any event be presumed that Indemnatee has at all times acted in good faith and in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, or with respect to any criminal action or proceeding, Indemnatee did not have a reasonable cause to believe such Indemnatee's conduct was unlawful. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

Section 14. Remedies of Indemnatee.

(a) Subject to Section 14(f), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within 60 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5 or 6 or the last sentence of Section 11(a) of this Agreement within ten days after receipt by the Company of a written request therefor or (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by a court of his or her entitlement to such indemnification or advancement. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); provided, however, that the foregoing time limitation shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law, any listing standard of any exchange on which the Company's securities are then listed, the Certificate of Incorporation or the By-laws.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding or enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee against any and all Enforcement Expenses and, if requested by Indemnitee, shall (within 10 days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Enforcement Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement or insurance recovery, as the case may be, in the suit for which indemnification or advancement is being sought.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein.

Section 15. Security. To the extent requested by Indemnitee and approved by the Board, the Company may, as permitted by applicable securities laws, at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of Indemnitee.

Section 16. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders or a resolution of the Board, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in law, whether by statute or judicial decision, permits greater indemnification or advancement than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, agents or trustees of the Company or of any other Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee, agent or trustee under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) [Subject to Section 16(e)], in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) [Subject to Section 16(e)], the Company's obligation to provide indemnification or advancement hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee, agent or trustee of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement from such other Enterprise.

(e) The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of Expenses and/or insurance provided by [] and certain of its affiliates (excluding the Company and its subsidiaries) (collectively, the "Principal Stockholder Indemnitors"). Notwithstanding anything to the contrary in the Certificate of Incorporation or the By-laws, the Company hereby agrees that, to the fullest extent permitted by law, the Company: (i) is the indemnitor of first resort (i.e., its or its insurers' obligations to advance Expenses and to indemnify Indemnitee for Expenses and Liabilities actually and reasonably incurred, are primary and any obligation of the Principal Stockholder Indemnitors or their insurers to advance Expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee is secondary and excess), (ii) shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses and Liabilities actually and reasonably incurred to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or the By-laws (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Principal Stockholder Indemnitors or their insurers, and, (iii) irrevocably waives, relinquishes and releases the Principal Stockholder Indemnitors and such insurers from any and all claims against the Principal Stockholder Indemnitors or such insurers for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Principal Stockholder Indemnitors or their insurers on behalf of Indemnitee with respect to any Proceeding or claim for which Indemnitee has sought indemnification from the Company (including in connection with a Proceeding initiated by Indemnitee pursuant to Section 14 of this Agreement to enforce Indemnitee's rights hereunder) shall affect the foregoing, and in the event of any such advancement or payment, the Company shall promptly reimburse such Principal Stockholder Indemnitor or such insurer and such Principal Stockholder Indemnitor or such insurer shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the claims or rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Principal Stockholder Indemnitors are express third party beneficiaries of the terms of this Section 16(e).

Section 17. Duration of Agreement. Due to the uncertain application of any statutes of limitations that may govern any Proceeding, this Agreement shall be of indefinite duration. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and his or her heirs, executors and administrators. The Company shall require and cause any successor, and any direct or indirect parent of any successor, whether direct or indirect by purchase, merger, consolidation or otherwise, to all, substantially all or a substantial part, of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Section 18. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 19. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer, as applicable, of the Company or any Enterprise, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer, as applicable, of the Company or any Enterprise.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the By-laws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 20. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of three years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such three-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

Section 21. Modification and Waiver. Except as provided by Section 16(a) with respect to changes in applicable law that broaden the rights of Indemnitee to be indemnified by the Company, no supplement, modification or amendment, or waiver of any provision, of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 22. Notice by Indemnatee. Indemnatee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement as provided hereunder. The failure of Indemnatee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnatee under this Agreement or otherwise. Upon notification, the Secretary of the Company shall notify the Board of any such notice.

Section 23. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by email when delivered (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), and shall be given:

- (a) If to Indemnatee, at such address as Indemnatee shall provide to the Company.
- (b) If to the Company, to:

Amentum Holdings, Inc.
Attn: Secretary
4800 Westfields Blvd.
Suite 400
Chantilly, VA 20151
Email: [●]

or to any other address as may have been furnished to Indemnatee by the Company.

Section 24. Contribution.

(a) Whether or not the indemnification provided in Sections 3, 4, 5 or 6 hereof is available, in respect of any threatened, pending or completed Proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such Proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such Proceeding without requiring Indemnatee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnatee. The right of the Company to enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such Proceeding) is subject to the requirements of Section 11(c) of this Agreement.

(b) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnatee for any reason whatsoever, the Company, in lieu of indemnifying Indemnatee, shall contribute to the amount incurred by Indemnatee, whether for Liabilities or for Expenses, in connection with any Proceeding in such proportion as is deemed fair and reasonable in light of all of the circumstances in order to reflect the relative benefits received by the Company and all officers, directors or employees of the Company or the applicable Enterprise other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction from which such Proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company or the applicable Enterprise and all officers, directors or employees of the Company or the applicable Enterprise other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the events that resulted in such Expenses or Liabilities, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company or the applicable Enterprise and all officers, directors or employees of the Company or the applicable Enterprise other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such Proceeding), on the one hand, and Indemnatee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company or the applicable Enterprise (other than Indemnitee) who may be jointly liable with Indemnitee.

Section 25. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) consent to service of process at the address set forth in Section 23 of this Agreement with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 27. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

AMENTUM HOLDINGS, INC.

By:

Name:

Title:

[Indemnitee]

[Name]

**AMENTUM HOLDINGS, INC.
2024 STOCK INCENTIVE PLAN**

1. Purpose.

The purpose of the Amentum Holdings, Inc. 2024 Stock Incentive Plan (the “Plan”), is to advance the long-term objectives of Amazon Holdco Inc. (the “Company”) and its Related Companies (as defined in Paragraph 2) by encouraging and enabling the acquisition of a financial interest in the Company by employees, non-employee directors, independent contractors and consultants of the Company and its Related Companies. In addition, the Plan is intended to attract and retain such persons, and to align and strengthen their interests with those of the Company’s shareholders. Following the consummation of the Merger (as defined in the Merger Agreement), all references in the Plan to Amazon Holdco Inc. will be deemed to be references to Amentum Holdings, Inc.

2. Definitions.

The following terms, when used in this Plan, shall have the meanings set forth in this Paragraph 2.

“Affiliate” means any entity that, directly or indirectly, is controlled by, controls or is under common control with, a reference entity.

“Award” means any award of an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Incentive Bonus or Other Stock Award granted pursuant to the Plan.

“Award Agreement” means any agreement, contract document or other instrument evidencing an Award.

“Board of Directors” means the Board of Directors of the Company.

“Cause” means (unless otherwise expressly provided in an award agreement or another applicable contract or plan, including an employment agreement or severance plan) the Recipient’s termination of employment or other services, as applicable, with the Company and all Related Companies following the occurrence of any one or more of the following: (a) the Recipient willfully violates any law, rule or regulation in connection with the performance of his or her duties (other than traffic violations or similar offenses) or is convicted of, or pleads guilty or nolo contendere to, a felony; (b) the Recipient willfully and continually fails to substantially perform the Recipient’s duties with the Company or any Related Company after written notification by the Company or any such Related Company; (c) the Recipient willfully engages in conduct that is materially injurious to the Company or any Related Company, monetarily or otherwise; (d) the Recipient commits an act of gross misconduct in connection with the performance of the Recipient’s duties or services to the Company or any Related Company; (e) the Recipient’s material violation of the Company’s code of conduct or any employment practices or written policies of the Company or any Related Company; (f) the Recipient materially breaches any employment, confidentiality, restrictive covenant or other similar agreement between the Company or any Related Company and the Recipient; (g) the Recipient breaches any fiduciary duties owed by the Recipient to the Company or any of the Related Companies; or (h) the Recipient fails to cooperate in good faith with a governmental or internal investigation of the Company, any Related Company or any of their respective directors, officers or employees, if the Company has requested the Recipient’s cooperation.

“Change in Control” means the occurrence of any of the following events:

- (a) a single transaction or series of related transactions in which a Person (other than any employee benefit plan of the Company or a Related Company, or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or a Related Company) is or becomes the beneficial owner (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), directly or indirectly, of securities of the Company representing more than 50% of the outstanding voting power of the Company’s then-outstanding voting securities (“Voting Securities”), excluding any acquisition of Voting Securities directly from the Company;
- (b) a single transaction or series of related transactions in which the Company, directly or indirectly, sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to another Person other than a Related Company (a “Sale”);
- (c) at any time during any period of two consecutive years (not including any period prior to the Effective Date) individuals who at the beginning of such period constituted the Board of Directors (the “Incumbent Directors”) cease for any reason to constitute at least a majority thereof; provided, however, that, any individual becoming a member of the Board of Directors subsequent to the first day of such period whose election, or nomination for election, by the Company’s stockholders was approved by a vote of at least a majority of the Incumbent Directors shall be considered as though such individual were an Incumbent Director, but excluding, for purposes of this proviso, any such individual whose initial assumption of office occurs as a result of, or in connection with, an actual or threatened proxy contest with respect to the election or removal of members of the Board of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of any Person or Persons (whether or not acting in concert) other than the Board of Directors;
- (d) a merger, reorganization, consolidation or similar form of business transaction directly involving the Company, indirectly involving the Company through one or more intermediaries or, only if Voting Securities are issued or issuable, involving a Subsidiary (a “Reorganization”); or
- (e) the liquidation or dissolution of the Company.

Notwithstanding anything to the contrary herein, a Change in Control will not be deemed to have occurred by virtue of (i) the consummation of any transaction or series of related transactions constituting a Reorganization or Sale (including a transaction or series of transactions described in clause (a)) immediately following which the Company’s stockholders immediately prior to the transaction or series of transactions beneficially own, directly or indirectly, 50% of the combined voting power of the then outstanding voting securities, in substantially the same proportionate ownership and voting power as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Voting Securities, in an entity that owns all or substantially all of the assets of the Company immediately following such Reorganization or Sale (excluding, for such purposes, any outstanding voting securities of such entity that such beneficial owners hold immediately following the consummation of the Reorganization or Sale as a result of their ownership, prior to such consummation, of voting securities of any corporation or other entity involved in or forming part of such Reorganization or Sale other than the Company), (ii) any acquisition of additional securities of the Company or voting power with respect to the Common Stock by any or some combination of the Specified Stockholders, (iii) any acquisition or disposition of shares of Common Stock by the Specified Stockholders or change in the total voting power of the Common Stock held by the Specified Stockholders as a result of any change in the voting power of the holders of Common Stock, including solely as a result of any decrease in the total number of shares of Common Stock, as applicable, outstanding or (iv) the consummation of the transactions contemplated by the Merger Agreement or any other Transaction Document (as defined in the Merger Agreement).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Committee” means the Compensation Committee of the Board of Directors, or any committee appointed by the Board of Directors in accordance with the Company’s Bylaws from among its members for the purpose of administering the Plan.

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

“Disabled” or “Disability” means the Recipient meets the definition of “disabled” under the terms of the long-term disability plan of the Company or Related Company by which the Recipient is employed or to which the Recipient primarily provides services to, in effect on the date in question, whether or not the Recipient is covered by such plan.

“Distribution” means the distribution by Jacobs Solutions Inc. to its shareholders of at least 80.1% of the outstanding shares of Common Stock.

“Dividend Equivalent Right” means a dollar amount equal to the per-Share cash dividend paid by the Company.

“Effective Date” means the Closing Date (as defined in the Merger Agreement).

“Eligible Individual” means any current or future Non-Employee Director, Employee or any independent contractor or consultant of the Company or a Related Company.

“Employee” means an employee of the Company or a Related Company.

“Employee Matters Agreement” means the Employee Matters Agreement, by and among Jacobs Solutions Inc., the Company and Amentum Parent Holdings LLC, dated as of November 20, 2023, as amended from time to time.

“Expiration Date” means the tenth anniversary of the Effective Date.

“Fair Market Value” means, unless otherwise determined by the Committee, the closing price of one Share as reported in the composite transactions report of the U.S. national securities exchange on which the Common Stock is then listed, and if such exchange is not open that day, then the Fair Market Value shall be determined by reference to the closing price of the Common Stock for the immediately preceding trading day.

“Good Reason” means (unless otherwise expressly provided in an award agreement or another applicable contract or plan, including an employment agreement or severance plan), with respect to Employees only, without the Employee’s consent (a) a material reduction in the duties or responsibilities of the Employee from those in effect immediately prior to such change; (b) a material reduction in the Employee’s base salary; (c) a change in the geographic location of the Employee’s primary work facility or location by more than 50 miles from its current primary location other than travel reasonably required in the performance of the Employee’s responsibilities, provided such relocation also increases the Employee’s commute by at least 25 miles; or (d) a material breach by the Employee’s employer of any employment agreement between the Company or any Related Company and the Employee.

“Incentive Bonus” means a bonus award pursuant to which a Recipient may become entitled to receive cash payments based on satisfaction of such performance criteria as are specified in the applicable Award Agreement or subplan(s).

“ISO” means an incentive stock option within the meaning of Section 422 of the Code that is granted with respect to Shares.

“Majority-Owned Related Company” means a Related Company in which the Company owns, directly or indirectly, 50% or more of the voting stock on the date an Award is granted or awarded.

“Merger Agreement” means that Agreement and Plan of Merger, dated as of November 20, 2023 by and among the Company, Jacobs Solutions Inc., Amentum Parent Holdings LLC, and Amentum Joint Venture LP.

“Non-Employee Director” means a member of the Board of Directors who is not an employee of the Company or any Related Company.

“NQSO” means a stock option granted with respect to Shares that does not constitute an ISO.

“Options” means ISOs and NQSOs.

“Other Stock Award” means an Award that is valued in whole or in part by reference to, or is otherwise based upon, Shares.

“Performance Criteria” is defined in Paragraph 11(b).

“Person” means a “person” or “group” within the meaning of Sections 3(a)(9), 13(d) and 14(d) of the Exchange Act.

“Qualifying Termination” means a termination of a Recipient’s services with the Company and all Related Companies (a) by the Company and the Related Companies for any reason other than (i) Cause, (ii) death or (iii) Disability or (b) in the case of an Employee only, by the Employee for Good Reason.

“Recipient” means an Eligible Individual who is selected by the Committee to receive an Award under the Plan.

“Related Company” or “Related Companies” means (a) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (b) any entity in which the Company has a significant equity interest, in either case, as determined by the Committee.

“Restricted Stock” means a Share that is subject to certain transfer restrictions, forfeiture provisions and/or other terms and conditions specified herein and in the applicable Award Agreement.

“Restricted Stock Unit” or “RSU” means an unfunded and unsecured promise to deliver Shares, cash, other securities or other property, subject to satisfaction of the applicable vesting conditions, in accordance with the terms of the applicable Award Agreement.

“Retirement” means the termination of a Recipient’s services with the Company and all Related Companies by reason of a Recipient having attained the age of 65 and completed a total of five or more consecutive years of services with the Company and the Related Companies.

“Section 409A” means Section 409A of the Code and the Treasury Regulations promulgated thereunder.

“Shares” means the shares of Common Stock.

“Specified Converted Award” means equity or equity-based awards originally granted under the long-term incentive plans of Jacobs Solutions Inc. that were converted into Awards with respect to Shares pursuant to the Employee Matters Agreement.

“Specified Stockholder” means, individually or collectively (in any combination thereof), each of (i) Jacobs Solutions Inc. and its Affiliates, (ii) Amentum Joint Venture L.P. (“Amentum JV”) and (iii) each of the equityholders of Amentum JV and each of their Affiliates. Each of the specified entities above (and its Affiliates) shall cease to constitute a Specified Stockholder immediately after it ceases to hold at least 5% of the Shares then-outstanding.

“Stock Appreciation Right” or “SAR” means an unfunded and unsecured promise to deliver Shares, cash, other securities, other Awards or other property equal in value to the excess, if any, of the Fair Market Value per Share over the exercise price per Share of the SAR in accordance with the terms of the applicable Award Agreement.

“Subsidiary” means any entity in which the Company, directly or indirectly, possesses 50% or more of the total combined voting power of all classes of its stock.

“Substitute Award” means any Award granted or Shares issued by the Company (a) in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company acquired by the Company or any Related Company or with which the Company or any Related Company combines or (b) pursuant to any Specified Converted Award.

“Treasury Regulations” means the regulations promulgated under the Code by the United States Treasury Department, as amended.

3. Eligibility; Award Agreements.

Subject to the terms and conditions of the Plan, the Company may, from time to time, select the Eligible Individuals to whom Awards shall be granted. Each Award shall be evidenced by an Award Agreement, which shall either be in writing in a form approved by the Committee and executed by the Company by an officer duly authorized to act on its behalf, or an electronic notice in a form approved by the Committee and recorded by the Company (or its designee) in an electronic recordkeeping system; in each case and if required by the Committee, the Award Agreement shall be executed or otherwise electronically accepted by the Recipient in such form and manner as the Committee may require. Notwithstanding the foregoing, Incentive Bonuses may be payable under subplans and shall be granted as specified therein (which may or may not require an Award Agreement), at the discretion of the Committee. The Award Agreement shall set forth the material terms and conditions of the Award established by the Committee and consistent with the provisions of the Plan. The terms of the Awards and the Award Agreements need not be the same with respect to each Recipient. A Recipient may hold more than one Award at the same time.

4. Administration.

- (a) The Plan shall be administered by the Committee. Any power of the Committee may also be exercised the Board of Directors, except to the extent that the grant or exercise of such authority would cause any Award or transaction to become subject to (or lose an exemption under) the short-swing profit recovery provisions of Section 16 of the Exchange Act. To the extent that any permitted action taken by the Board of Directors conflicts with actions taken by the Committee, the action of the Board of Directors shall control.
- (b) The Committee shall have sole and plenary authority to administer the Plan, including the authority to: (i) determine the Eligible Individuals to whom, and the time or times at which, Awards will be granted; (ii) determine all terms and conditions of Awards; (iii) determine the level of achievement of performance goals applicable to Awards under the Plan, including by exercising positive or negative discretion when measuring the actual level of achievement of such goals; (iv) establish rules and regulations relating to the Plan, including rules governing the Committee’s own operations; (v) appoint such agents as it shall deem appropriate for the proper administration of the Plan; (vi) interpret, correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award Agreement, including inconsistencies between the Plan and any Award Agreement; (vii) subject to Paragraph 18 of the Plan, amend the Plan, including, without limitation, to reflect changes in applicable law; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan, including addressing unanticipated events (including any temporary closure of the stock exchange on which the Company is listed, disruption of communications or natural catastrophe).

- (c) Except as provided in Paragraph 18, each determination, designation, interpretation or other action made or taken by the Committee under or with respect to the Plan or any Award, including interpretations of the Plan and the specific conditions and provisions of the Awards, shall be final, conclusive and binding for all purposes and upon all persons including, but without limitation, the Company, the Related Companies, Eligible Individuals and their beneficiaries, the stockholders of the Company and the respective successors in interest of any of the foregoing.
- (d) To the extent not prohibited by law, the Committee may delegate its authority hereunder to one or more of its members or other persons (each, an “Authorized Party”), except that no such delegation to other persons shall be permitted with respect to Awards to Eligible Individuals who are subject to Section 16 of the Exchange Act. Any Authorized Party to whom the Committee delegates its authority pursuant to this Section 4(d) shall not be permitted to use such authority to grant Awards to itself.
- (e) The Committee may designate the Secretary of the Company or any other Company employee to assist the Committee in the administration of the Plan, and may grant authority to such persons to execute Award Agreements or other documents entered into under the Plan on behalf of the Committee or the Company.
- (f) The Company shall indemnify and hold harmless the members of the Board of Directors, the Committee and other persons who are acting upon the authorization and direction of the Board of Directors or the Committee (the “Covered Persons”), from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission in connection with the performance of such persons’ duties, responsibilities and obligations under the Plan, other than such liabilities, costs and expenses as may result from the bad faith, willful misconduct or criminal acts of such persons.

5. Shares and Share Counting.

- (a) The Common Stock to be issued, transferred and/or sold under the Plan shall be made available from authorized and unissued Shares, from the Company’s treasury shares or Shares acquired on the open market.

- (b) Subject to adjustment as provided in this Paragraph and Paragraph 17, the total number of Shares that may be issued or transferred under the Plan pursuant to Awards may not exceed 18,512,121 Shares (the “Share Limit”). In the event that withholding tax liabilities arising from an Award are satisfied by the withholding of Shares by the Company, then the Shares so withheld shall again be available for Awards under the Plan. Any Awards that are forfeited (including any Shares of Restricted Stock repurchased by the Company at the same price paid by the Recipient so that such Shares are returned to the Company), expire or are settled for cash (in whole or in part), to the extent of such forfeiture, expiration or cash settlement will be available for future grants of Awards under the Plan. Notwithstanding anything to the contrary contained herein, the following Shares shall not be added to the Shares authorized for issuance or transfer under this Paragraph 5(b): (i) Shares tendered by the Recipient in payment of the purchase price of an Option, (ii) Shares subject to a SAR (that is, each SAR that is exercised shall reduce the number of Shares available by one Share), other than Shares that are withheld by the Company to satisfy withholding tax liabilities, as provided for above, and (iii) Shares reacquired by the Company on the open market or otherwise using cash proceeds from the exercise of Options.
- (c) Substitute Awards shall not reduce the Share Limit or the Shares authorized for grant to an Eligible Individual in any fiscal year.
- (d) In the event that a company acquired by the Company or any Majority-Owned Related Company or with which the Company or any Majority-Owned Related Company combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other formula used in such transaction to determine the consideration payable to the holders of the type of shares available under such plan) may be used for Awards under the Plan and shall not reduce the Share Limit; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not eligible to participate in the Plan prior to such acquisition or combination.

6. Options.

- (a) Grant. Options may be granted hereunder to Eligible Individuals either alone or in addition to other Awards. Any Option shall be subject to the terms and conditions of the Plan and such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall deem desirable. No dividends or Dividend Equivalents Rights shall be paid or accrued on Options.
- (b) Option Price. The option price per each Share shall not be less than 100% of the Fair Market Value of one Share on the date of grant of such Option, unless the Option was granted as a Substitute Award; provided, however, that in the case of an ISO granted to a Recipient who, at the time of the grant, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Subsidiary, the option price per Share shall be no less than 110% of the Fair Market Value of one Share on the date of grant.

- (c) Duration of Options. The duration of an Option shall be determined by the Committee, but in no event shall the duration exceed ten years from the date the Option is granted; provided, however, that the term of the Option shall not exceed five years from the date the Option is granted in the case of an ISO granted to a Recipient who, at the time of the grant, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Subsidiary. Notwithstanding the foregoing, in the event that on the last business day of the term of an Option (i) the exercise of the Option, other than an ISO, is prohibited by applicable law or (ii) Shares may not be purchased or sold by certain Recipients due to a “black-out period” pursuant to Company policy or a “lock-up” agreement undertaken in connection with an issuance of securities by the Company, the term shall be extended for a period of 30 days following the end of the legal prohibition, black-out period or lock-up agreement.
- (d) ISOs. With respect to each grant of an Option to an Employee, the Committee may determine that such Option shall be an ISO, and, upon determining that an Option shall be an ISO, shall designate it as such in the written instrument evidencing such Option. Each written instrument evidencing an ISO shall contain all terms and conditions required by Section 422 of the Code. If the written instrument evidencing an Option does not contain a designation that it is an ISO, it shall not be an ISO. The Employee to whom an ISO is granted must be eligible to receive an ISO pursuant to Section 422 of the Code. Solely for purposes of determining whether Shares are available for the grant of ISOs under the Plan, the maximum aggregate number of Shares that may be issued pursuant to ISOs granted under the Plan shall be 17,500,000 Shares, subject to adjustment as provided in Paragraph 18. The aggregate Fair Market Value (determined in each instance on the date on which an ISO is granted) of the Common Stock with respect to which ISOs are first exercisable by any Employee in any calendar year shall not exceed \$100,000 for such Employee.
- (e) Exercise of Options. The Award Agreement shall specify when Options vest and become exercisable. An Option may not be exercised in a manner that will result in fractional Shares being issued.
 - (i) Vested Options granted under the Plan shall be exercised by the Recipient (or by a legal representative, to the extent provided in an Award Agreement) as to all or part of the Shares covered thereby, by giving notice of exercise to the Company or its designated agent, specifying the number of Shares to be purchased. The notice of exercise shall be in such form, made in such manner, and shall comply with such other requirements consistent with the provisions of the Plan as the Committee may prescribe from time to time.

- (ii) Unless otherwise provided in an Award Agreement, full payment of such purchase price shall be made at the time of exercise. Payment shall be made in cash or cash equivalents (including certified check or bank check or wire transfer of immediately available funds) or, if authorized by the Committee, in Shares having an aggregate Fair Market Value at the time of exercise equal to the aggregate Option exercise price in respect of the Shares subject to such exercise, including by an irrevocable commitment by a broker to pay over such amount from a sale of the Shares issuable under the Option, the delivery of previously owned Shares or the withholding of Shares otherwise deliverable upon such exercise, through any other method that may be specified by the Committee (including same-day sales through a broker) or any combination of any of the foregoing. The notice of exercise shall be delivered to the Company at its principal business office or such other office as the Committee may from time to time direct, and shall be in such form, containing such further provisions consistent with the provisions of the Plan, as the Committee may from time to time prescribe.

7. Stock Appreciation Rights.

- (a) **Grant.** The Committee may grant SARs in tandem with all or part of any Award (including Options) or at any subsequent time during the term of such Award, or without regard to any other Award, in each case upon such terms and conditions as the Committee may establish. No dividends or Dividend Equivalents Rights shall be paid or accrued on SARs.
- (b) **Grant Price and Duration.** A SAR shall have a grant price per Share of not less than the Fair Market Value of one Share on the date of grant, unless the SAR was granted as a Substitute Award or, if applicable, on the date of grant of an Option with respect to a SAR granted in tandem with the Option (subject to the requirements of Section 409A), and subject to adjustments provided in Paragraph 18. A SAR shall have a term not greater than ten years.

Notwithstanding the foregoing, in the event that on the last business day of the term of a SAR (i) the exercise of the SAR is prohibited by applicable law or (ii) Shares may not be purchased or sold by certain employees or directors of the Company due to a “black-out period” of a Company policy or a “lock-up” agreement undertaken in connection with an issuance of securities by the Company, the term shall be extended for a period of 30 days following the end of the legal prohibition, black-out period or lock-up agreement.

- (c) **Exercise.** An Award Agreement covering a SAR shall provide when the SAR vests and becomes exercisable. Upon the exercise of a SAR, the holder shall have the right to receive the excess of (i) the Fair Market Value of one Share on the date of exercise (or such amount less than such Fair Market Value as the Committee shall so determine at any time during a specified period before the date of exercise) over (ii) the grant price of the SAR. Unless otherwise provided in the Award Agreement, the Committee shall determine in its sole discretion whether payment shall be made in cash or Shares, or any combination thereof.

8. Awards of Restricted Stock and Restricted Stock Units.

- (a) Grants. Awards of Restricted Stock and/or Restricted Stock Units may be granted to Eligible Individuals either alone or in addition to other Awards (a “Restricted Stock Award” or “Restricted Stock Unit Award,” respectively).

Each Restricted Stock Unit shall be equal to one Share and shall, subject to satisfaction of any vesting and/or other terms and conditions, entitle a Recipient to the issuance of one Share (or such equivalent value in cash) in settlement of the Award. The Committee may establish procedures pursuant to which the payment of any Restricted Stock Award and/or Restricted Stock Unit Award may be deferred.

- (b) Conditions and Restrictions. Restricted Stock Awards and Restricted Stock Unit Awards may be subject to time-based and/or performance-based vesting conditions. In the case of performance-based Awards, the performance goals to be achieved for each performance period shall be conclusively determined by the Committee and may be based upon the Performance Criteria or such other criteria as determined by the Committee in its discretion. In order to enforce the restrictions imposed upon Restricted Stock Awards, the Committee may require the Recipient to enter into an escrow agreement providing that the certificates representing such Restricted Stock Awards shall remain in the physical custody of an escrow holder until any or all of the conditions and restrictions imposed pursuant to the Plan expire or shall have been removed.
- (c) Rights of Holders of Restricted Stock. Unless otherwise provided in the Award Agreement, beginning on the date of grant of the Restricted Stock Award and subject to execution of the Award Agreement, the Recipient shall become a shareholder of the Company with respect to all Shares subject to the Award Agreement and shall have all of the rights of a shareholder, including the right to vote such Shares and the right to receive dividends and other distributions made with respect to such Shares. Notwithstanding the foregoing, during the period of restriction, dividends, or other distributions that relate to a Restricted Stock Award subject to time-based or performance-based vesting criteria will be subject to the same time-based or performance-based criteria as the underlying Award and will not be distributed unless and until the underlying Award vests, and a Recipient will not be entitled to receive any dividends or other distributions that related to any Restricted Stock that is forfeited prior to vesting.
- (d) Rights of Holders of Restricted Stock Units. A Recipient who holds a Restricted Stock Unit Award shall only have those rights specifically provided for in the Award Agreement; provided, however, in no event shall the Recipient have voting rights with respect to such Award. With respect to Restricted Stock Units that vest solely based on the passage of time (“Time-Based RSUs”), unless the relevant Award Agreement provides otherwise, each Time-Based RSU shall entitle the Recipient to a Dividend Equivalent Right, to the extent the Company pays a cash dividend with respect to the Shares while the Time-Based RSU remains outstanding. With respect to Restricted Stock Units that vest subject to performance-based criteria (“PSUs”), each PSU shall entitle the Recipient to a Dividend Equivalent Right solely to the extent specifically provided for in the applicable Award Agreement. Any Dividend Equivalent Right will be subject to the same vesting, payment, and other terms and conditions as the Time-Based RSU or PSU to which it relates, and will not be paid unless and until the Time-Based RSU or PSU vests. Any Dividend Equivalent Right that vests will be paid in cash at the same time the Share underlying the Time-Based RSU or PSU to which it relates is delivered to the Recipient. A Recipient will not be credited with Dividend Equivalent Rights with respect to any Time-Based RSU or PSU that, as of the record date for the relevant dividend, is no longer outstanding for any reason (e.g., because it has been settled in Shares or it has been terminated), and a Recipient will not be entitled to any payment for Dividend Equivalent Rights with respect to any Time-Based RSU or PSU that terminates without vesting.

- (e) Issuance of Shares. Any Restricted Stock Award granted under the Plan may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate(s), which certificate(s) shall be held by the Company. Such book-entry registration or certificate shall be registered in the name of the Recipient and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock Award.

9. Other Stock Awards.

Subject to the terms and conditions of the Plan, other forms of awards based on Shares, in whole or in part, including fully vested Shares, may be granted to Eligible Individuals either alone or in addition to other Awards. The Committee shall determine the Eligible Individuals to whom and the time or times at which such Other Stock Awards shall be granted, the number of Shares to be granted pursuant to such Other Stock Awards and the manner in which such Other Stock Awards shall be settled.

10. Incentive Bonus Awards.

- (a) Grants. Awards of Incentive Bonuses may be granted hereunder to Eligible Individuals either alone or in addition to other Awards. Incentive Bonuses payable hereunder may be pursuant to one or more subplans or programs.
- (b) Payment. Each Incentive Bonus will confer upon the Recipient the opportunity to earn a future cash payment, the amount of which shall be based on the achievement of one or more objectively-determined performance goals or criteria established for a performance period determined by the Committee.
- (c) Performance Goals. The Committee shall establish the performance goals or criteria on which each Incentive Bonus shall be based, including, but not limited to, any Performance Criteria. The Committee shall also affirmatively determine at the end of each performance period the level of achievement of any such performance goals or criteria that shall determine the target and maximum amount payable under an Incentive Bonus, which criteria may be based on financial performance and/or personal performance evaluations.

11. Performance-Based Awards.

- (a) General. The Committee may specify that an Award or a portion of an Award shall be based, in whole or in part, on one or more Performance Criteria selected by the Committee and specified at the time the Award is granted. The Committee shall determine the extent to which any Performance Criteria has been satisfied, and the amount payable pursuant to the Award, prior to payment, settlement or vesting.
- (b) Performance Criteria. For purposes of this Plan, the term “Performance Criteria” may include, but shall not be limited to, any one or more of the following performance criteria, or derivations of such performance criteria, either individually, alternatively or in any combination, applied to either the Company as a whole, or to a business unit or group of business units, or Related Company, measured either annually, at a point in time during a performance period, or as an average of values determined at various points of time during a performance period, or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years’ (or periods’) results or to a designated comparison group, or as a change in values during or between performance periods, in each case as specified by the Committee: (i) revenues; (ii) earnings from operations, earnings before or after income taxes, earnings before or after interest, depreciation, amortization, or earnings before extraordinary or special items, earnings before income taxes and any provision for Incentive Bonuses; (iii) net earnings or net earnings per common share (basic or diluted); (iv) return on assets (gross or net), return on investment, return on invested capital, or return on beginning, ending or average equity; (v) cash flow, cash flow from operations, free cash flow, cash flow return on investment (discounted or otherwise), net cash provided by operations, or cash flow in excess of cost of capital; (vi) interest expense after taxes; (vii) economic value added or created; (viii) operating margin or profit margin; (ix) stock price or total shareholder return; (x) average cash balance, net cash or cash position; and (xi) strategic business criteria, consisting of one or more objectives based on meeting specified development, strategic partnering, licensing, research and development, market penetration, geographic business expansion goals, cost targets, customer satisfaction, employee satisfaction, management of employment practices and employee benefits, supervision of litigation and information technology, and goals relating to acquisitions or divestitures of subsidiaries, affiliates or joint ventures. The Committee, without limitation, (A) may appropriately adjust any measurement of performance under a Performance Criteria to eliminate the effects of charges for restructurings, discontinued operations, unusual or nonrecurring or extraordinary items and all items of gain, loss or expense determined to be extraordinary or unusual in nature or related to the disposal of a segment of a business or related to a change in accounting principle all as determined in accordance with accounting principles generally accepted in the United States, as well as the cumulative effect of accounting changes, in each case as determined in accordance with accounting principles generally accepted in the United States or identified in the Company’s financial statements or notes to the financial statements, and (B) may appropriately adjust any measurement of performance under a Performance Criteria to exclude the effects of any of the following events that occurs during a performance period, including: (1) asset write-downs; (2) litigation, claims, judgments or settlements; (3) changes in tax law or other such laws or provisions affecting reported results; (4) reorganization and restructuring programs; (5) payments made or due under this Plan or any other compensation arrangement maintained by the Company or any Related Company; (6) acquisitions or divestitures; (7) events not directly related to the operations of the Company or any Related Company; (8) events that have occurred that are outside of the control of the Company and management, including certain business disruptions; (9) changes in the Company’s fiscal year; (10) refinancings, unbudgeted capex or the issuance or repurchase of securities; or (11) any other event or occurrence that the Committee determines does not adequately reflect the performance of the Company and the Related Companies.

12. Minimum Vesting Period.

All Awards shall be subject to a minimum vesting schedule of at least 12 months following the date of grant of the Award, subject to accelerated vesting in the Committee's discretion in the event of the death, Disability, Retirement or Qualifying Termination of the Recipient or a Change in Control. Notwithstanding the foregoing, the restrictions in the preceding sentence shall not be applicable to (a) grants of up to 5% of the number of Shares available for Awards on the effective date of the Plan or (b) any Specified Converted Awards. The Committee may, in its sole discretion, waive the vesting restrictions and any other conditions set forth in any Award Agreement under such terms and conditions as the Committee shall deem appropriate, subject to the minimum vesting period requirements in the prior sentence.

13. Director Compensation Limit.

No Eligible Individual who is a Non-Employee Director shall, in such individual's capacity as a Non-Employee Director, be paid or granted, in any single fiscal year, cash compensation and equity awards (including any Awards) with an aggregate value greater than \$750,000 (calculating the value of any Awards based on the grant date fair value of such Awards for the Company's financial reporting purposes). The Committee may make exceptions to increase such limit to \$1,000,000 for an individual Non-Employee Director in extraordinary circumstances, such as where a Non-Employee Director serves as the non-executive chairman of the Board of Directors or lead independent director or as a member of a special litigation or transactions committee of the Board of Directors, as the Committee may determine in its sole discretion; provided that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation involving such Non-Employee Director.

14. Termination of Employment and Change in Control.

- (a) **Termination of Employment.** Except as may otherwise be set forth in an Award Agreement, individual employment agreement between a Recipient and the Company or a Related Company or a severance or other plan adopted by the Company or a Related Company pertaining to a Recipient, Schedule A and Schedule B, attached hereto, establish the effects of a Recipient's termination of employment and other changes of employment or employer status with respect to outstanding Options, SARs, Restricted Stock, Restricted Stock Units and Other Stock Awards, and such Schedules are hereby incorporated by reference. The Committee may approve Awards containing terms and conditions different from, or in addition to, those set forth in Schedule A and Schedule B. The effects of a termination of employment or other change of employment or employer status with respect to Incentive Bonuses shall be set forth in the applicable Award Agreement. In the case of leaves of absence, Recipients will not be deemed to have terminated service unless the Committee, in its sole discretion, determines otherwise.
- (b) **Change in Control – Assumption.** Except as may otherwise be set forth in an Award Agreement, individual employment agreement between a Recipient and the Company or a Related Company or a severance or other plan adopted by the Company or a Related Company pertaining to a Recipient, in the event of a Change in Control, if the successor company assumes or substitutes for an outstanding Award (or in which the Company is the ultimate parent corporation and continues the Award), then such Award shall be continued in accordance with its applicable terms and vesting shall not be accelerated as described in Section 14(c) hereof. For the purposes of this Section 14(b), an Award shall be considered assumed or substituted for if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) received in the transaction constituting a Change in Control by holders of Shares for each Share held on the effective date of such transaction or solely common stock of the successor company or cash or a combination thereof, in each case, substantially equal in value (determined as of the date of the Change in Control) to the per Share consideration received by holders of Shares in the transaction constituting a Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.
- (c) **Change in Control – No Assumption.** In the event of a Change in Control, unless provision is made in connection with the Change in Control for the assumption, substitution or continuation of an outstanding Award in accordance with Section 14(b) hereof, then the vesting of such Award shall accelerate and all restrictions shall lapse as of immediately prior to the Change in Control, and (i) in the case of an outstanding Option or SAR, such Award shall be exercisable as of immediately prior to such Change in Control, or (ii) in the case of an Award other than an Option or a SAR, such Award shall be settled or otherwise paid to the applicable Recipient as soon as practicable following such vesting (but in no event later than 60 days following such vesting). For purposes of determining vesting and payment under this Section 14(c), all performance criteria shall be deemed achieved at the greater of (A) target levels of achievement and (B) actual levels of achievement determined by the Committee in its sole discretion as of the date of the Change in Control. Notwithstanding any provision of this Section 14(c), unless otherwise provided in the applicable Award Agreement, if any amount payable pursuant to an Award constitutes "deferred compensation" within the meaning of Section 409A, then to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, such Award (and any other Awards that constitute deferred compensation that vested prior to the date of such Change in Control but are outstanding as of such date) shall vest and cease to be forfeitable but shall not be settled until the earliest permissible payment event under Section 409A on or following such Change in Control. Notwithstanding any other provision of the Plan, the Committee, in its discretion, may determine that, upon the occurrence of a Change in Control, (x) each Option and SAR outstanding shall terminate within a specified number of days after notice to the Recipient, and such Recipient shall receive, with respect to each Share subject to such Option or SAR, an amount equal to the excess of the fair market value (as determined by the Committee, in its discretion, in a manner that complies with Section 409A) of such Share immediately prior to the occurrence of such Change in Control over the exercise price, as applicable; such amount to be payable in cash, in one or more kinds of stock or property (including the stock or property, if any, payable in the transaction) or in a combination thereof, as the Committee, in its discretion, shall determine and (y) each Option and SAR outstanding at such time with an exercise price per Share that exceeds the Fair Market Value (as determined by the Committee, in its discretion, in a manner that complies with Section 409A) of such Share immediately prior to the occurrence of such Change in Control shall be canceled for no consideration.

15. Transferability of Awards; Non-Assignability; No-Hedging.

No Award (or any rights and obligations thereunder) granted to any person under the Plan may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of or hedged, in any manner (including through the use of any cash-settled instrument), whether voluntarily or involuntarily and whether by operation of law or otherwise, other than (i) by will, (ii) by the laws of descent and distribution or (iii) to any trust established solely for the benefit of the applicable Recipient or any spouse, children or grandchildren of such Recipient, and all such Awards (and any rights thereunder) will be exercisable during the life of the Recipient only by the Recipient or the Recipient's legal representative. Any sale, exchange, transfer, assignment, pledge, hypothecation, or other disposition in violation of the provisions of this Paragraph 15 will be null and void and any Award which is hedged in any manner will immediately be forfeited. All of the terms and conditions of the Plan and the Award Agreements will be binding upon any permitted successors and assigns. After the Shares subject to an Award have been issued, or in the case of Restricted Stock Awards, after the issued Shares have vested, the holder of such Shares is free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such Shares provided that any such actions are in compliance with the provisions herein, the terms of the Company's trading policies as may be in effect from time to time and applicable law.

16. Specified Converted Awards.

Notwithstanding anything in this Plan to the contrary, each Specified Converted Award shall be subject to the terms and conditions of the prior plan and award agreement to which such Award was subject immediately prior to the Distribution, subject to the adjustment of such Award in accordance with the terms of the Employee Matters Agreement, provided that following the date of the Distribution, each such Award shall relate solely to Shares and be administered by the Committee in accordance with the administrative procedures in effect under this Plan.

17. Adjustments.

- (a) In the event of any merger, reorganization, consolidation, combination of shares or spin-offs, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split or other change in corporate structure affecting the Shares or the value thereof or otherwise (a "Change in Capitalization"), the Committee or the Board of Directors shall make such adjustment and other substitutions, if any, as it may deem equitable and appropriate, including such adjustments in the number, class and kind of securities that may be delivered under the Plan, the number of Shares subject to any outstanding Award and the Option or SAR exercise price, if any, thereof. Any such adjustment may provide for the elimination of any fractional Shares that might otherwise become subject to any Award without payment therefore.
- (b) Without limiting the generality of the foregoing, in connection with a Change in Capitalization, the Committee may provide, in its sole discretion, but subject in all events to the requirements of Section 409A, for the cancellation of any outstanding Award in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the Shares, cash or other property covered by such Award, reduced by the aggregate exercise price thereof, if any, or, in the case of an outstanding Option or SAR, establishing a date upon which such Award shall expire unless exercised prior thereto; provided, however, that if the exercise price of any outstanding Award is equal to or greater than the Fair Market Value of the Share, cash or other property covered by such Award, the Committee may cancel such Award without the payment of any consideration to the Recipient.

18. Amendments and Modifications of the Plan.

The Committee may, from time to time, alter, amend, suspend or terminate the Plan as it shall deem advisable, subject to any requirement for shareholder approval imposed by applicable law, including the rules and regulations of the principal U.S. national securities exchange on which the Shares are traded; provided that the Committee may not amend the Plan to: (a) without the approval of the Company's shareholders, increase the number of Shares that may be the subject of Awards under the Plan (except for adjustments pursuant to Paragraph 17); (b) without the approval of the Company's shareholders, materially expand the class of persons eligible to participate in the Plan; (c) amend the Plan to eliminate the requirements relating to shareholder approval; or (d) take any other action that requires shareholder approval under by applicable law, including the rules and regulations of the principal U.S. national securities exchange on which the Company's Common Stock is traded. The Committee may not (except pursuant to Paragraph 17 or in connection with a Change in Control), without the approval of the Company's Board of Directors and the Company's shareholders, cancel an Option or SAR in exchange for cash when the exercise or grant price per share exceeds the Fair Market Value of one Share or take any action with respect to an Option or SAR that would be treated as a repricing under the rules and regulations of the principal securities exchange on which the Shares are traded, including a reduction of the exercise price of an Option or the grant price of a SAR or the exchange of an Option or SAR for another Award. In addition, except as permitted by Paragraph 27 or as otherwise expressly authorized under the Plan, no amendments to, or termination of, the Plan shall impair the rights of a Recipient in any material respect under any Award previously granted without such Recipient's consent.

All outstanding Awards granted under the Plan prior to an amendment or restatement of the Plan shall remain subject to the terms of the Plan; provided, that no Awards granted or awarded prior to the effectiveness of such amendment or restatement that are materially adversely affected by the changes in the Plan shall be subject to such provisions without the prior consent of the applicable Recipient.

19. Tax Withholding.

To the extent required by applicable federal, state, local or foreign law, a Recipient (or a legal representative thereof as provided in an Award Agreement) shall be required to satisfy, in a manner satisfactory to the Company, any withholding tax obligations required to be paid or withheld as a result of (a) the grant of any Award; (b) the exercise of an Option or SAR; (c) the delivery of Shares or cash; (d) the lapse of any restrictions in connection with any Award; or (e) any other event occurring pursuant to the Plan. The Company or any Majority-Owned Related Company shall have the right to withhold from wages or other amounts otherwise payable to a Recipient (or a legal representative thereof as provided in an Award Agreement) such withholding taxes as may be required by law, or to otherwise require the Recipient (or legal representative) to pay such withholding taxes. The Company may, at its discretion, delay the delivery of Shares or cash otherwise deliverable to a Recipient in connection with the settlement of an Award until such time arrangements have been made to ensure the remittance of all taxes due from the Recipient in connection with the Award. If the Recipient (or legal representative) shall fail to make such tax payments as are required, the Company or its Majority-Owned Related Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Recipient (or legal representative) or to take such other action as may be necessary to satisfy such withholding obligations. The Committee shall be authorized to establish procedures for election by Recipients (or legal representative) to satisfy such obligation for the payment of such taxes by tendering previously acquired Shares (either actually or by attestation, valued at their then Fair Market Value), or by directing the Company to retain Shares (up to the maximum tax withholding rate for the Recipient or such other rate that will not cause an adverse accounting consequence or cost.

20. No Rights to Employment or Service; No Rights to Awards.

Nothing in the Plan nor the grant of an Award hereunder shall confer upon any Recipient the right to continue in the employment of the Company or any Related Company or affect any right that the Company or any Related Company may have to terminate the employment of (or to demote or to exclude from future Awards under the Plan) any such Recipient at any time for any reason. In the event of a Recipient's termination of employment with the Company or Related Company, neither the Company nor any Related Company shall be liable for the loss of existing or potential profit from any Award held by a Recipient immediately preceding the Recipient's termination. No Eligible Individual shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Individuals under the Plan.

21. Stop Transfer Orders

All certificates for Shares delivered under the Plan pursuant to any Award shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the United States Securities and Exchange Commission, any stock exchange upon which the Shares are then listed and any applicable foreign, federal or state securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

22. Severability.

The provisions of the Plan shall be deemed severable. If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part by a court of competent jurisdiction or by reason of change in a law or regulation, such provision shall (a) be deemed limited to the extent that such court of competent jurisdiction deems it lawful, valid and/or enforceable and as so limited shall remain in full force and effect; and (b) not affect any other provision of the Plan or part thereof, each of which shall remain in full force and effect.

23. Construction.

As used in the Plan, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

24. Unfunded Status of the Plan.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Recipient by the Company, nothing contained herein shall give any such Recipient any rights that are greater than those of a general creditor of the Company. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver the Shares or payments in lieu of or with respect to Awards hereunder; provided, however, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

25. Non-U.S. Employees.

The Committee may determine, in its sole discretion, whether it is desirable or feasible under local law, custom or practice to grant Awards to Eligible Individuals in countries other than the United States. In order to facilitate any such grants, the Committee may provide for such modifications and additional terms and conditions (“special terms”) in the grant and Award Agreements to Recipient who are employed outside the United States (or who are foreign nationals temporarily within the United States) as the Committee may consider necessary, appropriate or desirable to accommodate differences in, or otherwise comply with, local law, policy or custom or to facilitate administration of the Plan. The Committee may adopt or approve sub-plans, appendices or supplements to, or amendments, restatements or alternative versions of, the Plan as it may consider necessary, appropriate or desirable for purposes of implementing any special terms or facilitating the grant, without thereby affecting the terms of the Plan as in effect for any other purpose. The special terms and any appendices, supplements, amendments, restatements or alternative versions, however, shall not include any provisions that are inconsistent with the terms of the Plan as then in effect, unless the Plan could have been amended to eliminate such inconsistency without further approval by the Committee.

26. Governing Law.

The Plan shall be governed by and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to its choice of law rules.

27. Disputes; Choice of Forum.

- (a) The Company and each Recipient, as a condition to such Recipient’s participation in the Plan, hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Virginia or, if such court does not have subject matter jurisdiction, the state courts of Virginia located in Fairfax County, over any suit, action or proceeding arising out of or relating to or concerning the Plan or, to the extent not otherwise specified in any individual agreement between the Company and the Recipient, any aspect of the Recipient’s employment with the Company or the termination of that employment. The Company and each Recipient, as a condition to such Recipient’s participation in the Plan, acknowledge that the forum designated by this Paragraph 27 has a reasonable relation to the Plan and to the relationship between such Recipient and the Company. Notwithstanding the foregoing, nothing herein will preclude the Company from bringing any action or proceeding in any other court for the purpose of enforcing the provisions of this Paragraph 27.
- (b) The agreement by the Company and each Recipient as to forum is independent of the law that may be applied in the action, and the Company and each Recipient, as a condition to such Recipient’s participation in the Plan, (i) agree to such forum even if the forum may under applicable law choose to apply non-forum law, (ii) hereby waive, to the fullest extent permitted by applicable law, any objection which the Company or such Recipient now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in Paragraph 27(a), (iii) undertake not to commence any action arising out of or relating to or concerning the Plan in any forum other than the forum described in this Paragraph 27 and (iv) agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any such suit, action or proceeding in any such court will be conclusive and binding upon the Company and each Recipient.

- (c) Each Recipient, as a condition to such Recipient's participation in the Plan, hereby irrevocably appoints the Corporate Secretary (or his or her successor) of the Company as such Recipient's agent for service of process in connection with any action, suit or proceeding arising out of or relating to or concerning the Plan, who will promptly advise such Recipient of any such service of process.
- (d) Each Recipient, as a condition to such Recipient's participation in the Plan, agrees to keep confidential the existence of, and any information concerning, a dispute, controversy or claim described in Paragraph 29, except that a Recipient may disclose information concerning such dispute, controversy or claim to the court that is considering such dispute, controversy or claim or to such Recipient's legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute, controversy or claim).
- (e) This Plan does not limit or interfere with a Recipient's right to communicate and cooperate in good faith with a government agency for the purpose of (i) reporting a possible violation of any U.S. federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any government agency, including by providing documents or other information or (iii) filing a charge or complaint with a government agency. Without limiting the foregoing, nothing in or about this Plan prohibits a Recipient from: (1) filing and, as provided for under Section 21F of the Exchange Act, maintaining the confidentiality of a claim with the Securities & Exchange Commission (the "SEC"); (2) providing confidential information or information that would otherwise violate Paragraph 27(d) to the SEC to the extent permitted by Section 21F of the Exchange Act; (3) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company; or (4) receiving a monetary award as set forth in Section 21F of the Exchange Act. Further, each Recipient is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that (x) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (y) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (z) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order

28. Waiver of Jury Trial.

EACH RECIPIENT WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PLAN.

29. Waiver of Claims.

Each Recipient recognizes and agrees that before being selected by the Committee to receive an Award an Eligible Individual has no right to any benefits under the Plan. Accordingly, in consideration of the Recipient's receipt of any Award hereunder, the Recipient expressly waives any right to contest the amount of any Award, the terms of any Award Agreement, any determination, action or omission hereunder or under any Award Agreement by the Committee, the Company or the Committee, or any amendment to the Plan or any Award Agreement (other than an amendment to the Plan or an Award Agreement to which his or her consent is expressly required by Paragraph 18 of the Plan or the express terms of an Award Agreement). Nothing contained in the Plan, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Recipient. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

30. No Third-Party Beneficiaries.

Except as expressly provided in an Award Agreement, neither the Plan nor any Award Agreement will confer on any person other than the Company and the Recipient of any Award any rights or remedies thereunder. The exculpation and indemnification provisions of Paragraph 4(f) will inure to the benefit of a Covered Person's estate and beneficiaries and legatees.

31. Successors and Assigns of the Company.

The terms and conditions of the Plan will be binding upon and inure to the benefit of the Company and any successor entity, including as contemplated by the transactions described in Paragraph 17.

32. Termination of the Plan.

Awards may be granted under the Plan at any time on or prior to the Expiration Date, on which date the Plan will terminate except as to Awards then-outstanding under the Plan.

33. Clawback.

Every Award issued pursuant to the Plan is subject to potential forfeiture or recovery to the fullest extent called for by law, any applicable listing standard or any current or future clawback policy that may be adopted by the Company from time to time, including pursuant to Rule 10D-1 of the Exchange Act and the listing standards implementing such rule.

34. Section 409A.

This Plan is intended to comply and shall be administered in a manner that is intended to comply with Section 409A and shall be construed and interpreted in accordance with such intent. To the extent that an Award or the payment, settlement or deferral thereof is subject to Section 409A, the Award shall be granted, paid, settled or deferred in a manner that will comply with Section 409A, including regulations or other guidance issued with respect thereto, except as otherwise determined by the Committee. Any provision of this Plan that would cause the grant of an Award or the payment, settlement or deferral thereof to fail to satisfy Section 409A shall be amended to comply with Section 409A on a timely basis, which may be made on a retroactive basis, in accordance with regulations and other guidance issued under Section 409A.

If any Award is subject to Section 409A, (i) payments shall only be made in a manner and upon an event permitted under Section 409A, (ii) payments to be made upon a termination of employment shall only be made upon a “separation from service” under Section 409A, (iii) unless the Committee determines otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A and (iv) in no event shall a Recipient, directly or indirectly, designate the calendar year in which a payment is made except in accordance with Section 409A.

Notwithstanding anything herein to the contrary, in the event that any Awards constitute nonqualified deferred compensation under Section 409A, if at the time of a Recipient’s termination of employment with the Company, the Company has securities which are publicly traded on an established securities market, the Recipient is a “specified employee” (as defined in Section 409A), and the deferral of the delivery of any cash or Shares payable pursuant to an Award is necessary in order to prevent any accelerated or additional tax under Section 409A, then, to the extent permitted by Section 409A, the delivery of such cash or Shares shall be delayed until the date that is six months following the Recipient’s termination of employment with the Company (or the earliest date as is permitted under Section 409A).

Notwithstanding anything to the contrary contained herein, the Company and the Related Companies and their officers, directors, employees and service providers (other than Recipients with respect to their own Awards or the payment, settlement or deferral thereof) shall have no liability for adverse consequences under Section 409A.

**SCHEDULE A
TO THE
AMENTUM HOLDINGS, INC.
2024 Stock Incentive Plan**

Treatment of Options and SARs

Event	Impact on Vesting	Impact on Exercise Period
Service terminates due to Disability, death or Retirement	All Options and SARs become immediately vested	Expiration date provided in the Award Agreement continues to apply
Service terminates in a Qualifying Termination within two years following a Change in Control	All Options and SARs become immediately vested	Expire on the earlier to occur of (1) the expiration date provided in the Award Agreement and (2) two years from the date of termination
Service terminates for reasons other than (i) a Qualifying Termination within two years following a Change in Control, (ii) Disability, (iii) Retirement, (iv) death or (v) Cause (for purposes of this section, the receipt of severance pay or similar compensation by the Recipient does not extend his or her termination date)	Unvested Options and SARs are forfeited	Expires on the earlier to occur of (1) the expiration date in the Award Agreement and (2) three months from the date of termination
Service terminates for Cause	Unvested Options and SARs are forfeited	Expire on the date of termination
Recipient is a service provider of a Related Company, and the Company's investment in the Related Company falls below 20% and the Recipient does not provide services to any other entity that remains a Related Company (this constitutes a termination of services under the Plan)	Unvested Options and SARs are forfeited	Expires on the earlier to occur of (1) the expiration date provided in the Award Agreement and (2) three months from the date of termination
Death after termination of services but before Option/SAR has expired	Not applicable	No change

**SCHEDULE B
TO THE
AMAZON HOLDCO INC.
2024 Stock Incentive Plan**

Treatment of Restricted Stock and Restricted Stock Units

Event	Impact on Vesting
Service terminates due to Disability, death or Retirement	The restrictions on all unvested Restricted Stock shall immediately lapse and unvested Restricted Stock Units become immediately vested; provided, however, that any awards of Restricted Stock and/or Restricted Stock Units that are subject to performance-based vesting criteria shall remain outstanding and continue to vest or become earned based upon the Company's actual performance through the end of the applicable performance period
Service terminates in a Qualifying Termination within two years following a Change in Control	The restrictions on all unvested Restricted Stock shall immediately lapse and unvested Restricted Stock Units become immediately vested; provided, however, that any awards of Restricted Stock and/or Restricted Stock Units that are subject to performance-based vesting criteria shall be paid at a level based upon the Company's actual performance as of the applicable Qualifying Termination or the Change in Control, whichever is higher.
Service terminates for reasons other than (i) a Qualifying Termination within two years following a Change in Control, (ii) Disability, (iii) Retirement or (iv) death (for purposes of this section, the receipt of severance pay or similar compensation by the Recipient does not extend his or her termination date)	Unvested Restricted Stock and Restricted Stock Units are forfeited
Recipient is a service provider of a Related Company, and the Company's investment in the Related Company falls below 20% and the Recipient does not provide services to any other entity that remains a Related Company (this constitutes a termination of service under the Plan effective as of the date the Company's investment in the Related Company falls below 20%)	Unvested Restricted Stock and Restricted Stock Units are forfeited

AMENTUM HOLDINGS, INC.
EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The Plan consists of two components: a component that is intended to qualify as an “employee stock purchase plan” under Section 423 of the Code (the “423 Component”) and a component that is not intended to qualify as an “employee stock purchase plan” under Section 423 of the Code (the “Non-423 Component”). The provisions of the 423 Component will be construed in a manner consistent with Section 423 of the Code. The Non-423 Component will be subject to rules, procedures or sub-plans adopted by the Administrator that are designed to achieve tax, securities law or other objectives for the Company and Eligible Employees. Except as otherwise provided herein or as determined by the Administrator, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

2. Definitions. As used herein, the following definitions will apply:

(a) “Administrator” means the Board or any Committee designated by the Board to administer the Plan pursuant to Section 14 hereof.

(b) “Affiliate” means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case, as determined by the Administrator.

(c) “Applicable Exchange” means the New York Stock Exchange or any other national stock exchange or quotation system on which the shares of Common Stock may be listed or quoted.

(d) “Applicable Laws” means legal requirements relating to the Plan under U.S. federal and state corporate law, U.S. federal and state securities law, the Code, the Applicable Exchange and the applicable securities, exchange control, tax and other laws of any non-U.S. country or jurisdiction where options are, or will be, granted under the Plan.

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

(f) “Change of Control” means the occurrence of any of the following events:

(i) a single transaction or series of related transactions in which a Person (other than any employee benefit plan of the Company or an Affiliate, or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or an Affiliate) is or becomes the beneficial owner (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the outstanding voting power of the Company’s then-outstanding voting securities (“Voting Securities”), excluding any acquisition of Voting Securities directly from the Company;

(ii) a single transaction or series of related transactions in which the Company, directly or indirectly, sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to another Person other than an Affiliate (a “Sale”);

(iii) at any time during any period of two consecutive years (not including any period prior to the Effective Date) individuals who at the beginning of such period constituted the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority thereof; provided, however, that, any individual becoming a member of the Board subsequent to the first day of such period whose election, or nomination for election, by the Company’s stockholders was approved by a vote of at least a majority of the Incumbent Directors shall be considered as though such individual were an Incumbent Director, but excluding, for purposes of this proviso, any such individual whose initial assumption of office occurs as a result of, or in connection with, an actual or threatened proxy contest with respect to the election or removal of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of any Person or Persons (whether or not acting in concert) other than the Board;

(iv) a merger, reorganization, consolidation or similar form of business transaction directly involving the Company, indirectly involving the Company through one or more intermediaries or, only if Voting Securities are issued or issuable, involving a Subsidiary of the Company (a “Reorganization”); or

(v) the liquidation or dissolution of the Company.

Notwithstanding anything to the contrary herein, a Change of Control will not be deemed to have occurred by virtue of (1) the consummation of any transaction or series of related transactions constituting a Reorganization or Sale (including a transaction or series of transactions described in clause (i)) immediately following which the Company’s stockholders immediately prior to the transaction or series of transactions beneficially own, directly or indirectly, 50% of the combined voting power of the then outstanding voting securities, in substantially the same proportionate ownership and voting power as their ownership, immediately prior to the consummation of such Reorganization or Sale, of the outstanding Voting Securities, in an entity that owns all or substantially all of the assets of the Company immediately following such Reorganization or Sale (excluding, for such purposes, any outstanding voting securities of such entity that such beneficial owners hold immediately following the consummation of the Reorganization or Sale as a result of their ownership, prior to such consummation, of voting securities of any corporation or other entity involved in or forming part of such Reorganization or Sale other than the Company), (2) any acquisition of additional securities of the Company or voting power with respect to the Common Stock by any or some combination of the Specified Stockholders, (3) any acquisition or disposition of shares of Common Stock by the Specified Stockholders or change in the total voting power of the Common Stock held by the Specified Stockholders as a result of any change in the voting power of the holders of Common Stock, including solely as a result of any decrease in the total number of shares of Common Stock, as applicable, outstanding or (4) the consummation of the transactions contemplated by the Merger Agreement or any other Transaction Document (as defined in the Merger Agreement).

(g) “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and the regulations promulgated thereunder.

(h) “Committee” means a committee of the Board appointed in accordance with Section 14 hereof.

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

(j) “Company” means Amazon Holdco Inc., a corporation organized under the laws of Delaware, together with any successor thereto; provided that, following the consummation of the Merger (as defined in the Merger Agreement), all references in the Plan to Amazon Holdco Inc. will be deemed to be references to Amentum Holdings, Inc.

(k) “Compensation” means the regular earnings or base salary, annual bonuses and commissions (including any commission bonus) paid to the Eligible Employee by the Company or a Designated Company, as applicable, as compensation for services to the Company or a Designated Company, as applicable, before deduction for any salary deferral contributions made by the Eligible Employee to any tax-qualified or nonqualified deferred compensation plan, including overtime, shift differentials, salaried production schedule premiums, holiday pay, vacation pay, paid time off (“PTO”) (including any PTO payouts), sick pay, jury duty pay, funeral leave pay, other employer-paid leave pay (including parental leave pay, bereavement leave pay and bone marrow and organ donor leave pay), volunteer time off and military pay, but excluding (i) education or tuition reimbursements, (ii) imputed income arising under any group insurance or benefit program, (iii) travel expenses, (iv) business and moving reimbursements, including tax gross ups and taxable mileage allowance, (v) income received in connection with any stock options, restricted stock, restricted stock units or other compensatory equity awards, (vi) all contributions made by the Company or any Designated Company for the Eligible Employee’s benefit under any employee benefit plan now or hereafter established (such as employer-paid 401(k) plan contributions), (vii) all stipends (such as health and wellness stipend, internet stipend and home office setup stipend), (viii) all payments by the state or other regulatory agencies, (ix) severance pay and (x) all other cash bonuses not mentioned above (such as referral bonuses, peer bonuses and sign-on bonuses). Compensation will be calculated before deduction of any income or employment tax withholdings. Compensation will include the net impact of any current-period payments/deductions to correct for prior-period payroll errors (unless the Administrator, in its sole discretion, elects to give such corrections retroactive effect for purposes of this Plan). The Administrator, in its discretion, may establish a different definition of Compensation for an Offering, which for the Section 423 Component will apply on a uniform and nondiscriminatory basis. Further, the Administrator will have discretion to determine the application of this definition to Eligible Employees outside the United States.

(l) “Contributions” means the payroll deductions and other additional payments that the Company may permit a Participant to make to fund the exercise of options granted pursuant to the Plan.

(m) “Designated Company” means each Affiliate, other than any Affiliate designated by the Administrator from time to time in its sole discretion as not eligible to participate in the Plan. For purposes of the 423 Component, only the Company, its Subsidiaries, and any Parent of the Company may be Designated Companies. The Administrator may assign each Designated Company to participate in the 423 Component or the Non-423 Component but not both. An Affiliate that is disregarded for U.S. federal income tax purposes in respect of a Designated Company participating in the 423 Component will automatically be a Designated Company participating in the 423 Component. An Affiliate that is disregarded for U.S. federal income tax purposes in respect of a Designated Company participating in the Non-423 Component may be excluded from participating in the Plan by the Administrator or may be assigned by the Administrator to an Offering within the Non-423 Component that is separate from the Offering to which the Administrator assigns the Designated Company with respect to which it is disregarded.

(n) “Effective Date” means the Closing Date (as defined in the Merger Agreement).

(o) “Eligible Employee” means any individual who is an employee providing services to the Company or a Designated Company. For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence that the Employer approves or is otherwise legally protected under Applicable Laws. Where the period of leave exceeds three months and the individual’s right to reemployment is not guaranteed either by Applicable Laws or by contract, the employment relationship will be deemed to have terminated three months and one day following the commencement of such leave or such other period specified under the Treasury Regulations. The Administrator may, in its discretion, from time to time prior to an Offering Start Date for all options to be granted on such Offering Start Date relating to an Offering, determine (on a uniform and nondiscriminatory basis or as otherwise permitted by Section 1.423-2 of the Treasury Regulations) that the definition of Eligible Employee will or will not include an individual if he or she (i) has not completed at least two years of service since his or her last hire date (or such lesser period of time as may be determined by the Administrator in its discretion), (ii) customarily works not more than 20 hours per week (or such lesser period of time as may be determined by the Administrator in its discretion), (iii) customarily works not more than five months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion) or (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code (or such higher threshold as may be determined by the Administrator in its discretion); provided, however, that the exclusion is applied with respect to each Offering in an identical manner to all highly compensated individuals of the Employer whose Eligible Employees are participating in that Offering. Each exclusion will be applied with respect to an Offering in a manner complying with Section 1.423-2(e) of the Treasury Regulations. Notwithstanding the foregoing, (1) for purposes of any Offering under the 423 Component, the Administrator may determine that the definition of Eligible Employee will not include employees who are citizens or residents of a foreign jurisdiction (without regard to whether they are also citizens of the United States or resident aliens) if: (A) the grant of an option under the Plan or such Offering to a citizen or resident of the foreign jurisdiction is prohibited under the laws of such jurisdiction or (B) compliance with the laws of the foreign jurisdiction would cause the Plan or such Offering to violate the requirements of Section 423; and (2) for purposes of any Offering under the Non-423 Component, the Administrator may alter the definition of Eligible Employee in its discretion, provided that anyone included in the definition must be a Person to whom the issuance of stock may be registered on Form S-8 under the U.S. Securities Act of 1933, as amended.

(p) “Employer” means the employer of the applicable Eligible Employee(s).

(q) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor statute thereto, and the regulations promulgated thereunder.

(r) “Fair Market Value” means, as of any relevant date, the value of a share of Common Stock determined as follows: (i) the closing per-share sales price of the Common Stock as reported by the Applicable Exchange for such stock exchange for such date or if there were no sales on such date, on the closest preceding date on which there were sales of Common Stock; or (ii) in the event there shall be no public market for the Common Stock on such date, the fair market value of the Common Stock as determined in good faith by the Committee.

(s) “Merger Agreement” means that Agreement and Plan of Merger, dated as of November 20, 2023 by and among the Company, Jacobs Solutions Inc., Amentum Parent Holdings LLC, and Amentum Joint Venture LP.

(t) “New Purchase Date” means a new Purchase Date if the Administrator shortens any Offering Period then in progress.

(u) “Offering” means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 5 hereof. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) in which Eligible Employees of one or more Employers will participate, even if the dates of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by Section 1.423-2(a)(1) of the Treasury Regulations, the terms of each Offering need not be identical; provided, however, that the terms of the Plan and an Offering together satisfy Sections 1.423-2(a)(2) and (a)(3) of the Treasury Regulations.

(v) “Offering Periods” means each period during which an option granted pursuant to the Plan is outstanding. The duration and timing of Offering Periods may be changed pursuant to Sections 5 and 20 hereof.

(w) “Offering Start Date” means the first day of an Offering Period.

(x) “Parent” means a “parent corporation”, whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) “Participant” means an Eligible Employee who participates in the Plan.

(z) “Person” means a “person” or “group” within the meaning of Sections 3(a)(9), 13(d) and 14(d) of the Exchange Act.

(aa) “Plan” means this Amentum Holdings, Inc. Employee Stock Purchase Plan, as may be amended from time to time.

(bb) “Purchase Date” means the last Trading Day of the Purchase Period.

(cc) “Purchase Period” means the periods during an Offering Period during which shares of Common Stock may be purchased on a Participant’s behalf in accordance with the terms of the Plan.

(dd) “Purchase Price” means, with respect to an Offering Period, an amount equal to 85% of the Fair Market Value on the Offering Start Date or on the Purchase Date, whichever is lower; provided, however, that a higher Purchase Price may be determined for any Offering Period by the Administrator subject to compliance with Section 423 of the Code (or any successor rule or provision) or any other Applicable Laws or pursuant to Section 20 hereof.

(ee) “Section 409A” means Section 409A of the Code, as amended, including the rules and regulations promulgated thereunder, or any state law equivalent.

(ff) “Specified Stockholder” means, individually or collectively (in any combination thereof), each of (i) Jacobs Solutions Inc., (ii) Amentum Joint Venture L.P. (“Amentum JV”) and (iii) each of the equityholders of Amentum JV, and in the case of clauses (i) and (iii), any entity that, directly or indirectly, is controlled by, controls or is under common control with, any of the entities identified in such clause. Each of the specified entities above (and any entity that, directly or indirectly, is controlled by, controls or is under common control with, any of such specified entities) shall cease to constitute a Specified Stockholder immediately after it ceases to hold at least 5% of the shares of Common Stock then-outstanding.

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

(hh) “Trading Day” means a day on which the Applicable Exchange is open for trading.

(ii) “Treasury Regulations” means all proposed, temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

3. Share Limitations; Certain Provisions Relating to Common Stock. (a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof, the maximum number of shares of Common Stock that will be made available for sale under the Plan shall be 2,644,588 shares of Common Stock.

(b) If any option granted under the Plan terminates without having been exercised in full, the shares of Common Stock not purchased under such option will remain available for issuance under the Plan.

(c) Until shares of Common Stock are issued under the Plan (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a Participant will have only the rights of an unsecured creditor with respect to such shares of Common Stock, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such shares of Common Stock.

4. Eligibility. (a) Generally. With respect to any Offering Period, those individuals who are Eligible Employees with respect to the Company or a Designated Company for such Offering Period on the applicable Offering Start Date will be eligible to participate in the Plan during such Offering Period, subject to the requirements of Section 6 hereof.

(b) Limitations. Notwithstanding any provisions of the Plan to the contrary, no Eligible Employee will be granted an option under the 423 Component of the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or any Affiliate and/or hold outstanding options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of the capital stock of the Company or any Affiliate or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company or any Affiliate accrues at a rate that exceeds \$25,000 worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time, as determined in accordance with Section 423 of the Code and the Treasury Regulations thereunder.

(c) Equal Rights and Privileges. Notwithstanding any provisions of the Plan to the contrary, each Eligible Employee granted an option under the 423 Component of the Plan shall have the same rights and privileges with respect to such option to the extent required under Section 423(b)(5) of the Code and Section 1.423-2(f) of the Treasury Regulations.

5. Offering Periods. (a) The Plan will be implemented by one or more Offering Periods. Offerings may be consecutive or overlapping as determined by the Administrator. The duration and timing of Offering Periods may be changed pursuant to this Section 5 and Section 20 hereof. The Administrator will have the power to establish the duration of the first Offering Period and change the duration of Offering Periods (including the commencement dates thereof) with respect to future Offerings. No Offering Period may be more than 27 months in duration.

(b) Prior to the Offering Start Date of an Offering Period, the Administrator will establish the maximum number of shares of Common Stock that an Eligible Employee will be permitted to purchase during each Purchase Period during such Offering Period.

6. Participation. An Eligible Employee may participate in the Plan pursuant to Section 4 hereof by (a) submitting to the Company's stock administration office (or its designee) a properly completed subscription agreement authorizing Contributions in the form provided by the Administrator for such purpose or (b) following an electronic or other enrollment procedure determined by the Administrator, in either case, on or before a date determined by the Administrator prior to (i) the applicable Offering Start Date as determined by the Administrator, in its sole discretion, or (ii) with respect to the first Offering Period, no later than 30 days following the Offering Start Date.

7. Contributions. (a) At the time a Participant enrolls in the Plan pursuant to Section 6 hereof, he or she will elect to have Contributions (in the form of payroll deductions or otherwise, to the extent permitted by the Administrator) made on each eligible pay day during the Offering Period equal to a whole percentage (and subject to any limit as may be set by the Administrator from time to time) of the Compensation that he or she receives on the pay day. The Administrator, in its sole discretion, may permit all Participants in a specified Offering to contribute amounts to the Plan through payment by cash, check or other means set forth in the subscription agreement or otherwise made available by the Administrator prior to each Purchase Date of each Purchase Period. A Participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 11 hereof.

(b) In the event Contributions are made in the form of payroll deductions, such payroll deductions for a Participant will commence on the first eligible pay day following the Offering Start Date and will end on the last eligible pay day on or prior to the last Purchase Date of such Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 11 hereof; provided, however, that for the first Offering Period, payroll deductions will not commence until such date determined by the Administrator, in its sole discretion. Notwithstanding the foregoing, for administrative convenience, the Administrator (by announcement prior to the first affected Offering Period) may determine that contributions with respect to an eligible pay day occurring on a Purchase Date (or during a period of up to five business days prior to a Purchase Date) shall be applied instead to the subsequent Purchase Period or Offering Period.

(c) All Contributions made for a Participant will be credited to his or her account under the Plan and Contributions will be made in whole percentages of his or her Compensation only. A Participant may not make any additional payments into such account.

(d) A Participant may discontinue his or her participation in the Plan as provided under Section 11 hereof. Unless otherwise determined by the Administrator, during a Purchase Period, a Participant may not increase or decrease the rate of his or her Contributions. The Administrator may, in its sole discretion, provide for, or amend the nature and/or number of, Contribution rate changes that may be made by Participants during any Offering Period or Purchase Period and may establish other conditions, limitations or procedures as it deems appropriate for Plan administration.

(e) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 4(c) hereof, a Participant's Contributions may be decreased by the Administrator to 0% at any time during a Purchase Period. Subject to Section 423(b)(8) of the Code and Section 4(c) hereof, Contributions will recommence at the rate originally elected by the Participant effective as of the beginning of the first Purchase Period scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 11 hereof.

(f) Notwithstanding any provisions to the contrary in the Plan, the Administrator may allow Participants to participate in the Plan via cash contributions instead of payroll deductions if (i) payroll deductions are not permitted (or the remittance of payroll deductions by a Designated Company to the Company is not feasible) under Applicable Laws, (ii) the Administrator determines that cash contributions are permissible under Section 423 of the Code or (iii) the Participants are participating in the Non-423 Component.

(g) At the time the option is exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of (or any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's federal, state, local or any other tax liability payable to any authority including taxes imposed by jurisdictions outside of the U.S., national insurance, social security or other tax withholding or payment on account obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to satisfy applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Common Stock or utilize any other method of withholding the Company deems appropriate (such as requiring a market sale of shares received under the Plan).

8. Grant of Option. On the Offering Start Date of each Offering Period, each Eligible Employee participating in such Offering Period will be granted an option to purchase on each Purchase Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of Common Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Purchase Date and retained in the Eligible Employee's account as of the Purchase Date by the applicable Purchase Price; provided, however, that such purchase will be subject to the limitations set forth in Sections 3, 4(c), 5(b) and 6 hereof. The Eligible Employee may accept the grant of such option by electing to participate in the Plan in accordance with the requirements of Section 6 hereof. Exercise of the option will occur as provided in Section 9 hereof, unless the Participant has withdrawn pursuant to Section 11 hereof. The option will expire on the last day of the Offering Period.

9. Exercise of Option. (a) Unless a Participant withdraws from the Plan as provided in Section 11 hereof, his or her option for the purchase of shares of Common Stock will be exercised automatically on each Purchase Date, and the maximum number of full shares subject to the option will be purchased for such Participant at the applicable Purchase Price with the accumulated Contributions from his or her account. No fractional shares of Common Stock will be purchased, unless otherwise determined by the Administrator. Any Contributions accumulated in a Participant's account at the end of an Offering Period that are not sufficient to purchase a full share will either, as the Administrator shall determine, (i) be refunded to the Participant promptly following the end of such Offering Period, or (ii) be retained in the Participant's account for the subsequent Purchase Period or Offering Period, subject to earlier withdrawal by the Participant as provided in Section 11 hereof. During a Participant's lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Purchase Date, the number of shares of Common Stock with respect to which options are to be exercised may exceed the number of shares of Common Stock that were available for sale under the Plan on such Purchase Date, the Administrator may, in its sole discretion, provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Purchase Date in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Purchase Date, and either (i) continue all Offering Periods then in effect or (ii) terminate any or all Offering Periods then in effect pursuant to Section 20 hereof.

10. Delivery. As soon as reasonably practicable after each Purchase Date on which a purchase of shares of Common Stock occurs, the Company will arrange the delivery to each Participant (or, if required by Applicable Laws, to the Participant and his or her spouse) of the shares purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion) and pursuant to rules established by the Administrator. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying or other dispositions of such shares. No Participant will have any voting, dividend, or other stockholder rights with respect to shares of Common Stock subject to any option granted under the Plan until such shares have been purchased and delivered to the Participant as provided in this Section 10.

11. Withdrawal. (a) A Participant may withdraw all but not less than all the Contributions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by (i) submitting to the Company's stock administration office (or its designee) a written notice of withdrawal in the form determined by the Administrator for such purpose or (ii) following an electronic or other withdrawal procedure determined by the Administrator. Notwithstanding the foregoing, the Administrator may establish a reasonable deadline (such as two weeks prior to the Purchase Date) by which time withdrawals must be submitted in order for the Participant to avoid automatic exercise of his or her option on the Purchase Date (unless the Administrator in its sole discretion elects to process the withdrawal more quickly or as may be required by Applicable Laws). All of the Participant's Contributions credited to his or her account and not applied to the purchase of shares of Common Stock will be paid to such Participant promptly after receipt of notice of withdrawal and such Participant's option for the Offering Period will be automatically terminated, and no further Contributions for the purchase of shares will be made for such Offering Period. If a Participant withdraws from an Offering Period, Contributions will not resume at the beginning of the succeeding Offering Period, unless the Participant re-enrolls in the Plan in accordance with the provisions of Section 6 hereof.

(b) A Participant's withdrawal from an Offering Period will not have any effect on his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Purchase Period from which the Participant withdraws.

12. Termination and Transfer of Employment. (a) Upon a Participant's ceasing to be an Eligible Employee, for any reason (including by reason of the Participant's Employer ceasing to be a Designated Company or by reason of Participant's transfer of employment to an Affiliate that is not a Designated Company), he or she will be deemed to have elected to withdraw from the Plan and the Contributions credited to such Participant's account during the Offering Period but not yet used to purchase shares of Common Stock under the Plan will be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such Participant's option will be automatically terminated.

(b) Unless otherwise provided by the Administrator, a Participant whose employment transfers between entities through a termination with an immediate rehire (with no break in service) by the Company or a Designated Company will not be treated as terminated under the Plan; provided, however, that if a Participant transfers from an Offering under the 423 Component to the Non-423 Component, the exercise of the option will be qualified under the 423 Component only to the extent it complies with Section 423 of the Code, unless otherwise provided by the Administrator. If a Participant transfers from an Offering under the Non-423 Component to an Offering under the 423 Component, the exercise of the option will remain non-qualified under the Non-423 Component. The Administrator may establish additional or different rules governing employment transfers.

13. Interest. No interest will accrue on the Contributions of a participant in the Plan, except as may be required by Applicable Laws, as determined by the Company, and if so required by the laws of a particular jurisdiction, will apply to all Participants in the relevant Offering under the 423 Component.

14. Administration. (a) The Plan will be administered by the Board or a Committee appointed by the Board, which Committee will be constituted to comply with Applicable Laws. Nothing in such appointment shall preclude the Board from itself taking any administrative action set forth herein, except where such action is required by Applicable Laws to be taken by a Committee. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to delegate administrative duties to any of the Company's employees, to designate separate Offerings under the Plan, to designate Affiliates as participating in the 423 Component or Non-423 Component, to determine eligibility, to adjudicate all disputed claims filed under the Plan and to establish such procedures that it deems necessary for the administration of the Plan (including, without limitation, to adopt such rules, procedures, sub-plans and appendices to the subscription agreement as are necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the U.S., the terms of which rules, procedures, sub-plans and appendices may take precedence over other provisions of this Plan, with the exception of Section 3(a) hereof, but unless otherwise superseded by the terms of such rules, procedures, sub-plans and appendices, the provisions of this Plan will govern the operation of such rules, procedures, sub-plans or appendices). Unless otherwise determined by the Administrator, the Eligible Employees eligible to participate in each sub-plan will participate in a separate Offering or in the Non-423 Component. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions and, further, including making any adjustments to correctly reflect a Participant's elected percentage of payroll deductions or other payments), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock certificates that vary with applicable local requirements. The Administrator also is authorized to determine that, with respect to the 423 Component, to the extent permitted by Section 1.423-2(f) of the Treasury Regulations, the terms of an option granted under the Plan or an Offering to citizens or residents of a non-U.S. jurisdiction will be less favorable than the terms of options granted under the Plan or the same Offering to employees resident solely in the U.S. Every finding, decision, and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

(b) The Administrator may delegate, on such terms and conditions as it determines in its sole and plenary discretion, to (i) the Chief Executive Officer of the Company or (ii) one or more other senior officers of the Company, in each case, any or all of its authority under the Plan and all necessary and appropriate decisions and determinations with respect thereto.

15. Designation of Beneficiary. (a) If permitted by the Administrator and subject to Applicable Laws, a Participant may file a designation of a beneficiary who is to receive any shares of Common Stock and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to a Purchase Date on which the option is exercised but prior to delivery to such Participant of such shares and cash. In addition, if permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent will be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the Participant at any time by notice in a form determined by the Administrator. 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 and/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 and/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.

(c) All beneficiary designations will be in such form and manner as the Administrator may designate from time to time. Notwithstanding Sections 15(a) and (b) hereof, the Company and/or the Administrator may decide not to permit such designations by Participants in non-U.S. jurisdictions to the extent permitted by Section 1.423-2(f) of the Treasury Regulations.

16. Transferability. Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares of Common Stock 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 Section 15 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 11 hereof.

17. Use of Funds. The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be obligated to segregate such Contributions except under Offerings or for Participants in the Non-423 Component for which Applicable Laws require that Contributions to the Plan by Participants be segregated from the Company's general corporate funds and/or deposited with an independent third party. Until shares of Common Stock are issued, Participants will have only the rights of an unsecured creditor with respect to such shares.

18. Reports. Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Eligible Employees at least annually, which statements will set forth the amounts of Contributions, the Purchase Price, the number of shares of Common Stock purchased and the remaining cash balance, if any.

19. Adjustments, Dissolution, Liquidation, or Change of Control. (a) Adjustments. In the event of any extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, exchange of Common Stock or other securities of the Company or other change in the corporate structure of the Company affecting the Common Stock, the Administrator, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, shall, in such manner as it shall deem equitable, adjust the number of shares and class of Common Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, and the numerical limits of Section 3 hereof and established pursuant to Sections 5(b) and 8 hereof.

(b) Dissolution or Liquidation. In the event a proposed dissolution or liquidation, Change of Control or other similar transaction of the Company receives all requisite approvals under Applicable Laws, any Offering Period then in progress will be shortened by setting a New Purchase Date, and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, Change of Control or other similar transaction, as applicable, unless provided otherwise by the Administrator. The New Purchase Date will be before the date of the Company's proposed dissolution or liquidation, Change of Control or other similar transaction, as applicable. The Administrator will notify each Participant in writing or electronically, prior to the New Purchase Date, that the Purchase Date for the Participant's option has been changed to the New Purchase Date and that the Participant's option will be exercised automatically on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 11 hereof.

20. Amendment or Termination. (a) The Administrator, in its sole discretion, may amend, suspend or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods and their related Purchase Dates either immediately (without options being exercised) or upon completion of the purchase of shares of Common Stock on the next Purchase Date (which may be sooner than originally scheduled, if determined by the Administrator in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 19 hereof). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts that have not been used to purchase shares of Common Stock will be returned to the Participants (without interest thereon, except as otherwise required under Applicable Laws, as further set forth in Section 13 hereof) as soon as administratively practicable.

(b) Without stockholder consent and without limiting Section 14(a) or Section 20(a) hereof, the Administrator will be entitled to change the Offering Periods or Purchase Periods, designate separate Offerings, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit Contributions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed Contribution elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with Contribution amounts, and establish such other limitations or procedures as the Administrator determines in its sole discretion are advisable provided that they are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) amending the Plan to conform with the safe harbor definition under the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including with respect to an Offering Period underway at the time;

(ii) altering the Purchase Price for any Offering Period or Purchase Period, including an Offering Period or Purchase Period underway at the time of the change in Purchase Price;

(iii) shortening any Offering Period or Purchase Period by setting a New Purchase Date, including an Offering Period or Purchase Period underway at the time of the Administrator action;

(iv) reducing the maximum percentage of Compensation a Participant may elect to set aside as Contributions; and

(v) reducing the maximum number of shares of Common Stock a Participant may purchase during any Offering Period or Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Participants.

21. 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 and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Shares. (a) Shares of Common Stock 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 Law, and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Section 409A. Options granted under the 423 Component of the Plan are exempt from the application of Section 409A and any ambiguities herein will be interpreted to so be exempt from Section 409A. Options granted under the Non-423 Component to U.S. taxpayers are intended to be exempt from the application of Section 409A under the short-term deferral exception or compliant with Section 409A and any ambiguities will be construed and interpreted in accordance with such intent. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Section 409A. Notwithstanding the foregoing, a Participant will be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on such Participant or for such Participant's account in connection with options under the Plan (including any taxes and penalties under Section 409A), and neither the Company nor any of its Affiliates will have any obligation to indemnify or otherwise hold such Participant harmless from any or all such taxes or penalties. The Company makes no representation that the options under the Plan are compliant with Section 409A.

24. Term of Plan. The Plan was approved by the Company's stockholders on September 17, 2024, and was adopted and became effective on the Effective Date. The Plan will remain in effect for a term of 10 years, unless terminated earlier under Section 20 hereof.

25. Governing Law. The validity, construction and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof.

26. Severability. If any provision of the Plan is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person, or would disqualify the Plan under any law deemed applicable by the Administrator, such provision shall be construed or deemed amended to conform to the Applicable Laws, or if it cannot be construed or deemed amended without, in the determination of the Administrator, materially altering the intent of the Plan, such provision shall be construed or deemed stricken as to such jurisdiction or Person and the remainder of the Plan shall remain in full force and effect.

27. No Right to Continued Employment. Participation in the Plan by a Participant will not be construed as giving a Participant the right to be retained as an employee of the Company or an Affiliate, as applicable. Further, the Company or an Affiliate may dismiss a Participant from employment at any time, free from any liability or any claim under the Plan, unless otherwise required pursuant to Applicable Laws.

28. Compliance with Applicable Laws. The terms of this Plan are intended to comply with all Applicable Laws and will be construed accordingly.

29. Headings and Construction. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof. Whenever the words “include”, “includes” or “including” are used in the Plan, they shall be deemed to be followed by the words “but not limited to”, and the word “or” shall not be deemed to be exclusive. Pronouns and other words of gender shall be read as gender-neutral. Words importing the plural shall include the singular and the singular shall include the plural. For the avoidance of doubt, where a term of the Plan is required by Section 423 of the Code, such term need not apply to the Non-423 Component of the Plan as determined in the sole discretion of the Administrator.

**JACOBS TECHNOLOGY INC.
EXECUTIVE DEFERRAL PLAN**

Effective September 9, 2024

Effective September 9, 2024 (the “Adoption Date”), Jacobs Technology Inc. adopts this Jacobs Technology Inc. Executive Deferral Plan (the “Plan”) for the benefit of a select group of management and highly compensated employees of the Company and its participating Affiliates, in order to provide such employees with certain deferred compensation benefits. The Plan is an unfunded deferred compensation plan that is intended to qualify for the exemptions provided in sections 201, 301, and 401 of ERISA. The Plan is a continuation of the Jacobs Executive Deferral Plan for those employees (including former employees) aligned to the Critical Mission Solutions and Cyber & Intelligence government services business of Jacobs Solutions Inc. to be spun-off as a separate publicly-traded company and merged with Amentum Parent Holdings LLC; select liabilities under the Jacobs Executive Deferral Plan attributable to such employees were transferred to this Plan effective as of the Adoption Date.

Date: September __6__, 2024

Jacobs Technology Inc.

By: /s/ Stephen A. Arnette

Stephen A. Arnette
President
Jacobs Technology Inc.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	5
ARTICLE 1 Definitions	6
ARTICLE 2 Selection, Enrollment, Eligibility	15
2.1 Selection by Board	15
2.2 Enrollment Requirements	15
2.3 Eligibility, Commencement of Participation	15
2.4 Participants Who Become Ineligible	15
2.5 SpinCo Employees	15
ARTICLE 3 Deferral Election/Crediting/Taxes	18
3.1 Deferral Election	18
3.2 Timing of Deferral Elections	19
3.3 Withholding of Deferral Amounts	20
3.4 Vesting	20
3.5 Crediting/Debiting of Account Balances	20
3.6 FICA and Other Taxes	22
3.7 Distributions	22
ARTICLE 4 Short-Term Payout; Unforeseeable Financial Emergencies	23
4.1 Short-Term Payout	23
4.2 Other Benefits Take Precedence Over Short-Term Payout	23
4.3 Unforeseeable Financial Emergencies	24
ARTICLE 5 Retirement Benefit	25
5.1 Retirement Benefit	25
5.2 Payment of Retirement Benefit	25
5.3 Death Prior to Completion of Retirement Benefit	25
ARTICLE 6 Pre-Retirement Survivor Benefit	27
6.1 Pre-Retirement Survivor Benefit	27
6.2 Payment of Pre-Retirement Survivor Benefit	27
ARTICLE 7 Termination Benefit	28
7.1 Termination Benefit	28
7.2 Payment of Termination Benefit	28
ARTICLE 8 Beneficiary Designation	29
8.1 Beneficiary	29
8.2 Beneficiary Designation, Change, Spousal Consent	29
8.3 Acknowledgement	29
8.4 No Beneficiary Designation	29
8.5 Doubt as to Beneficiary	29

8.6	Discharge of Obligations	29
ARTICLE 9	Leave of Absence and Rehires	30
9.1	Paid Leave of Absence	30
9.2	Unpaid Leave of Absence	30
9.3	Leave of Absence Treated as a Termination of Employment	30
9.4	Reemployment following Retirement or Termination of Employment	30
ARTICLE 10	Termination, Amendment or Modification	31
10.1	Termination	31
10.2	Amendment	31
10.3	Plan Agreement	31
10.4	Effect of Payment	32
10.5	Divestitures	32
ARTICLE 11	Administration	33
11.1	Board Duties; Delegation	33
11.2	Administration Upon Change in Control	33
11.3	Agents	34
11.4	Binding Effect of Decisions	34
11.5	Indemnity of Administrator	34
11.6	Missing Payees	34
11.7	Payment Delay or Acceleration	34
ARTICLE 12	Other Benefits and Agreements	35
12.1	Coordination with Other Benefits	35
ARTICLE 13	Claims Procedures	35
13.1	Presentation of Claim	35
13.2	Notification of Decision	35
13.3	Review of a Denied Claim	35
13.4	Decision on Review	36
13.5	Legal Action	36
13.6	Payment Following Resolution of Claim	36
ARTICLE 14	Trust	37
14.1	Establishment of the Trust	37
14.2	Interrelationship of the Plan and the Trust	37
14.3	Distributions From the Trust	37
14.4	Investment of Trust Assets	37
ARTICLE 15	Miscellaneous	38
15.1	Status of Plan	38
15.2	Unsecured General Creditor	38
15.3	Employer's Liability	38
15.4	Nonassignability	38
15.5	Not a Contract of Employment	38

15.6	Furnishing Information	39
15.7	Terms	39
15.8	Captions	39
15.9	Governing Law	39
15.10	Notice	39
15.11	Successors	40
15.12	Spouse's Interest	40
15.13	Validity	40
15.14	Incompetent	40
15.15	Payments to Spouses	40
15.16	Distribution in the Event of Taxation	40
15.17	Payment Delays due to Employer Insolvency	40
15.18	Insurance	41
15.19	Legal Fees to Enforce Rights After Change in Control	41
15.20	Code Section 409A	42

JACOBS TECHNOLOGY INC. EXECUTIVE DEFERRAL PLAN

Introduction

The purpose of this Plan is to provide specified benefits to a select group of management and highly compensated Employees who contribute materially to the continued growth, development, and future business success of the Company and its participating Affiliates. This Plan is unfunded for tax purposes and for purposes of Title I of ERISA.

The Plan is a continuation of the Jacobs Executive Deferral Plan for those employees (including former employees) aligned to the Critical Mission Solutions and Cyber & Intelligence government services business of Jacobs Solutions Inc. to be spun-off as a separate publicly-traded company and merged with Amentum Parent Holdings LLC; select liabilities under the Jacobs Executive Deferral Plan attributable to such employees were transferred to this Plan effective as of the Adoption Date in anticipation of the occurrence of the SpinCo Distribution Date. It is intended that the liabilities transferred to this Plan from the Jacobs Executive Deferral Plan remain subject to substantially the same terms and conditions applicable to such liabilities under the Jacobs Executive Deferral Plan, except to the extent that this Plan explicitly provides otherwise. For the avoidance of doubt, the administrative provisions of this Plan document including, without limitation, Section 8.6 and Articles 10-15, apply to the liabilities transferred from the Jacobs Executive Deferral Plan. Except as otherwise provided by the Board, additional deferrals under this Plan will not be permitted, provided that, deferral elections that are in effect for the Plan Year in which the SpinCo Distribution Date occurs shall continue to be honored.

The Company, the Administrator, and the Committee reserve full discretionary authority to operate the Plan to prohibit distributions, elections, or other actions that would trigger taxation under section 409A of the Code. This authority includes, but is not limited to, the authority to stop, delay, or review elections or distribution requests.

ARTICLE 1

Definitions

For purposes of this Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the following indicated meanings:

- 1.1 “Account Balance” shall mean, at any given time, the balance in a Participant’s Deferral Account and, if applicable, Employer Contribution Account. The Account Balance shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or the Participant’s designated Beneficiary, pursuant to this Plan. For the avoidance of doubt, the Account Balance of each SpinCo Employee as of the Adoption Date shall consist of such individual’s Jacobs EDP Balance.
- 1.2 “Administrator” shall mean the administrator described in Sections 11.1 and 11.2.
- 1.3 “Adoption Date” shall mean September 9, 2024.
- 1.4 “Affiliate” shall mean a corporation, trade or business which is, together with the Company, a member of a controlled group of corporations or an affiliated service group or under common control (within the meaning of Code Section 414(b), (c) or (m)), but only for the period during which such other entity is so affiliated with the Company. For purposes of determining a controlled group of corporations under Code Section 414(b), the language “at least 50 percent” shall be used instead of “at least 80 percent” each place it appears in Code Section 1563(a)(1), (2), and (3), and in applying Treas. Reg. § 1.414(c)-2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of Code Section 414(c), “at least 50 percent” shall be used instead of “at least 80 percent” each place it appears in Treas. Reg. § 1.414(c)-2.
- 1.5 “Annual Bonus” shall mean a Participant’s bonus relating to services performed during any Annual Bonus Year, whether or not paid in such Annual Bonus Year, under any Employer’s annual bonus, incentive bonus and cash incentive plans, to the extent such bonus is specified as eligible under the Plan.
- 1.6 “Annual Bonus Year” shall mean the twelve-month period ending on or about September 30th of each calendar year.
- 1.7 “Annual Installment Method” shall be an annual installment payment over the number of years selected by the Participant in accordance with this Plan, calculated as follows:
 - (a) Initial Valuation Date. For the Plan Year in which payments begin, the Account Balance of the Participant (or, with respect to Equity Pay shares deferred, the number of shares payable over the installment period) shall be calculated as of the close of business on the last business day of the month immediately preceding the month in which payments are scheduled to begin.

- (b) Subsequent Valuation Dates. For subsequent Plan Years, (1) with respect to Equity Pay shares deferred and dividend equivalents thereon, the number of shares and amount payable shall be calculated as of the close of business on the last business day of the month immediately preceding the month in which payment is scheduled, and (2) otherwise, the Account Balance of the Participant shall be calculated as of the close of business on the last business day of the preceding Plan Year.
- (c) Amount of Annual Installment. With respect to Equity Pay shares deferred and dividend equivalents thereon, the annual installment shall be calculated as the total number of shares and amount of dividend equivalents as of the valuation date, divided by the remaining number of annual installments payable. Otherwise, the annual installment for each Plan Year shall be calculated by multiplying the balance as of the valuation date by a fraction, the numerator of which is the number of monthly payments to be made during the Plan Year, and the denominator of which is the remaining number of monthly payments due the Participant or Beneficiary. For purposes of determining the number of shares payable with respect to Equity Pay, the number of shares shall be rounded down to the next highest whole number of shares.

By way of example, with respect to amounts other than Equity Pay, if the Participant elects a 10-year Annual Installment Method and payments begin in July 2025, the 2025 payment shall be 6/120th of the Account Balance, calculated as of June 30, 2025. In 2026, the payment shall be 12/114ths of the Account Balance, calculated as of December 31, 2025. Each annual installment paid shall be divided by the number of monthly payments to be made during the year, and the resulting number shall be the monthly installment payment that shall be paid each month of the Plan Year to which such annual installment relates. Subject to the payment provisions of Section 5.2 or 6.2, as the case may be, the monthly installment payment shall be paid on the first day of the month to which it relates.

By way of example, with respect to Equity Pay deferrals paid as shares, if the Participant elects a 10-year Annual Installment Method and payments begin in July 2025, the 2025 payment shall be 1/10th of the total number of shares, calculated as of June 30, 2025. If the total number of shares as of such date is 1,455, the 2025 payment shall be 145 shares (rounded down from 145.5). In 2026, the payment shall be 1/9th of the total number of shares, calculated as of June 30, 2026.

- 1.8 “Base Annual Salary” shall mean the annual cash compensation relating to services performed during any calendar year, whether or not paid in such calendar year, and excluding bonuses, commissions, overtime, fringe benefits, stock options, relocation bonus and/or expenses, incentive payments, non-monetary awards, directors’ fees and other fees, automobile and other allowances paid to a Participant for employment services rendered (whether or not such allowances are included in

the Employee's gross income). Notwithstanding the foregoing or any provision in Article 9, Base Annual Salary shall not include any amount paid following a Participant's Separation from Service, except for Base Annual Salary paid for the pay period in which the Participant's Separation from Service occurs. Base Annual Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or non-qualified plans of any Employer and shall be calculated to include amounts not otherwise included in the Participant's gross income under Code Sections 125, 402(e)(3), 402(h), or 403(b) pursuant to plans established by any Employer; provided, however, that all such amounts will be included in compensation only to the extent that, had there been no such plan, the amount would have been payable in cash to the Employee.

- 1.9 "Beneficiary" shall mean one or more persons, trusts, estates or other entities, designated in accordance with Article 8, that are entitled to receive benefits under this Plan upon the death of a Participant.
- 1.10 "Beneficiary Designation Form" shall mean the form (written or electronic) established from time to time by the Administrator that a Participant completes, executes and submits to the Administrator to designate one or more Beneficiaries.
- 1.11 "Board" shall mean, effective on and after the SpinCo Distribution Date, the board of directors (or the board of managers or similar governing body) of the Parent, provided that, if such board has not been created as of the SpinCo Distribution Date, then references to the Board herein shall refer to the Committee until such board has been created. Effective before the SpinCo Distribution Date, Board shall mean the board of directors of the Parent, provided that, prior to the SpinCo Distribution Date, all references to the Board herein, other than in Article 10 or Section 15.19, shall refer to the Committee.
- 1.12 "Change in Control" shall mean, with respect to the Parent, a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act"), provided that such a change in control shall be deemed to have occurred at such time as (a) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the 1934 Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities representing 35% or more of the combined voting power for election of directors of the then outstanding securities of the Parent or any successor of the Parent; (b) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (c) the consummation of any merger or consolidation as a result of which the common stock of the Parent shall be changed, converted or exchanged (other than by merger with a wholly owned subsidiary of

the Parent) or any liquidation of the Parent or any sale or other disposition of 50% or more of the assets or earning power of the Parent; or (d) the consummation of any merger or consolidation to which the Parent is a party as a result of which the persons who were shareholders of the Parent immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise.

For the avoidance of doubt, neither the Spinoff nor the SpinCo Merger shall constitute a Change in Control.

- 1.13 "Claimant" shall have the meaning set forth in Section 13.1.
- 1.14 "Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.
- 1.15 "Committee" shall mean, effective on and after the SpinCo Distribution Date, the committee appointed by the Company or the Parent to have administrative responsibility for the Plan. The Committee may consist, in part or in full, of persons who are not on the Board and may include individuals who are Participants in the Plan. Effective before the SpinCo Distribution Date, the Committee shall mean the Committee responsible for administration of the Jacobs Executive Deferral Plan.
- 1.16 "Company" shall mean Jacobs Technology Inc., and any successor to all or substantially all of the Company's assets or business.
- 1.17 "Deduction Limitation" shall mean the amount above which distributions otherwise payable to a Participant (or his or her Beneficiary) under the Plan, when combined with other compensation paid to a Participant (or his or her Beneficiary) for a taxable year, would not be deductible by the Employer (or any Affiliate) by reason of the limitation imposed by Code Section 162(m). The Deduction Limitation shall be determined by the Company in good faith. Once an amount has been determined by the Company not to be deductible because of the Deduction Limitation, the Company may defer the amount that would otherwise be paid to a Participant (or his or her Beneficiary). Any amounts so deferred will remain in the Participant's Account Balance, and shall be entitled to continued crediting and debiting of additional amounts in accordance with Section 3.5 below. The amounts so deferred and amounts credited thereon shall be distributed to the Participant or his or her Beneficiary during the first year, as determined by the Company in good faith, in which the deductibility of such payment will not be barred by application of Code Section 162(m). Notwithstanding any other provision in this Plan, to the extent

consistent with Section 15.20, the Deduction Limitation shall not apply to distributions that become payable after a Change in Control.

- 1.18 “Deferral Account” shall mean (i) the sum of all of a Participant’s Deferral Amounts, plus or less, as the case may be, (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the foregoing amount, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the foregoing amounts.
- 1.19 “Deferral Amount” shall mean that portion of a Participant’s Base Annual Salary, Annual Bonus, and Equity Pay that a Participant elects to have, and is, deferred in accordance with Article 3.
- 1.20 “Election Form” shall mean the form (or forms) established from time to time by the Administrator that a Participant completes, executes and submits to the Administrator to make an election under the Plan.
- 1.21 “Employee” shall mean a person who is an employee of any Employer.
- 1.22 “Employer(s)” shall mean the Company and/or any of its subsidiaries or direct or indirect parents (now in existence or hereafter formed or acquired) unless excluded from participation in the Plan as a sponsor by the Board.
- 1.23 “Employer Contribution” shall mean an amount, if any, credited to a Participant’s Employer Contribution Account, as determined by the Company or Employer in its discretion. Such Employer Contribution may, for example, include an additional contribution for a Plan Year or an award granted to an eligible Employee as an inducement to remain employed by the Employer for a specified period of time or subject to certain performance conditions.
- 1.24 “Employer Contribution Account” shall mean the (i) sum of any Employer Contributions made to the Plan in accordance with Section 3.1(d), plus or less, as the case may be (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the foregoing amount, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the foregoing amounts.
- 1.25 “Equity Pay” shall mean the payments (whether payable in cash or stock) made pursuant to an equity award that is granted under the equity incentive plan maintained by the Parent, as in effect from time to time, provided that such award is designated by the Committee as eligible for deferral under this Plan. Except as designated otherwise by the Committee, Equity Pay shall include dividend equivalent rights that are payable under the equity award.
- 1.26 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.
- 1.27 “Jacobs EDP Balance” shall mean a Participant’s account balance attributable to those liabilities of the Jacobs Executive Deferral Plan and transferred to the Plan

effective on the Adoption Date in anticipation of the occurrence of the SpinCo Distribution Date; provided that such liabilities do not include any liabilities related to “Deferred Equity Awards” as that term is used in the SpinCo Agreements.

- 1.28 “Measurement Funds” shall have the meaning set forth in Section 3.5.
- 1.29 “Parent” shall mean, effective on and after the SpinCo Distribution Date, Amazon Holdco Inc. or its successor. Effective before the SpinCo Distribution Date, Parent shall mean Jacobs Solutions Inc.
- 1.30 “Participant” shall mean any Employee (i) who is selected by the Board to participate in the Plan, (ii) who elects to participate in the Plan, (iii) who executes an Election Form and a Beneficiary Designation Form, (iv) whose executed Election Form and Beneficiary Designation Form are accepted by the Administrator, (v) who commences participation in the Plan, and (vi) whose participation in the Plan has not terminated. A spouse or former spouse of a Participant shall not be treated as a Participant in the Plan or have an account balance under the Plan, even if he or she has an interest in the Participant’s benefits under the Plan as a result of applicable law or property settlements resulting from legal separation or divorce.
- Notwithstanding the foregoing, each SpinCo Employee shall be a Participant with respect to his or her Jacobs EDP Balance as set forth in Section 2.5.
- 1.31 “Plan” shall mean this Jacobs Technology Inc. Executive Deferral Plan, which shall be evidenced by this instrument, as it may be amended from time to time; provided, however, that the Plan will be treated as one or more plans to the extent such treatment, in the sole discretion of the Committee, is required or otherwise necessary or appropriate to comply with law, including Code Section 409A. Unless the context requires otherwise, any reference herein to the Plan shall include the entire Plan and each portion thereof that is a separate plan pursuant to the foregoing sentence.
- 1.32 “Plan Year” shall mean a period beginning on January 1 of a particular calendar year and continuing through December 31 of such calendar year.
- 1.33 “Pre-2018 Jacobs EDP Grandfathered Amounts” shall mean the portion of a SpinCo Employee’s Jacobs EDP Balance that is attributable to compensation deferred prior to January 1, 2018 and that is considered “grandfathered” under Code Section 409A.
- 1.34 “Pre-2018 Jacobs EDP Non-Grandfathered Amounts” shall mean the portion of a SpinCo Employee’s Jacobs EDP Balance that is attributable to compensation deferred prior to January 1, 2018 and that is not considered “grandfathered” under Code Section 409A.
- 1.35 “Pre-Retirement Survivor Benefit” shall mean the benefit set forth in Article 6.
- 1.36 “Retirement” shall mean a Separation from Service after age 65, or after age 60 with at least ten years of Service. If a Participant is both an Employee and a member of

the Board, a Retirement may occur only upon Separation from Service from the last position held.

- 1.37 "Retirement Benefit" shall mean the benefit set forth in Article 5.
- 1.38 "Separation from Service" shall mean "separation from service" as such term is defined in Code Section 409A and guidance thereunder. In furtherance of the foregoing, in determining whether a Separation from Service has occurred, the following provisions apply:
- (a) For a Participant who provides services as an Employee, a Separation from Service shall occur when such Participant has experienced a termination of employment with the Employer and all Affiliates of the Employer. A Participant shall be considered to have experienced a termination of employment when the facts and circumstances indicate that the Participant and his or her Employer reasonably anticipate that either (i) no further services will be performed for the Employer and all Affiliates of the Employer after a certain date, or (ii) that the level of bona fide services the Participant will perform for the Employer and all Affiliates of the Employer after such date will permanently decrease to no more than 20% of the average level of bona fide services performed by such Participant over the immediately preceding 36-month period (or the full period of services to the Employer and all Affiliates of the Employer if the Participant has been providing services to the Employer and all Affiliates of the Employer for less than 36 months).
 - (b) If a Participant is on military leave, sick leave, or other bona fide leave of absence, the employment relationship between the Participant and the Employer shall be treated as continuing intact, provided that the period of such leave does not exceed 6 months, or if longer, so long as the Participant retains a right to reemployment with the Employer under an applicable statute or by contract. If the period of a military leave, sick leave, or other bona fide leave of absence exceeds 6 months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship shall be considered to be terminated for purposes of this Plan as of the first day immediately following the end of such 6-month period. In applying the provisions of this paragraph, a leave of absence shall be considered a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Employer.
 - (c) If a Participant provides services for an Employer as both an Employee and as a member of the Board, to the extent permitted by the Treasury Regulations, the services provided by such Participant as a director shall not be taken into account in determining whether the Participant has experienced a Separation from Service as an Employee.

- 1.39** “Service” shall mean the period of time commencing on a Participant’s initial date of service as an Employee, and ending on the date of the Participant’s Retirement, Termination of Employment, or death. In the case of a Participant who returns to service following a Termination of Employment, Service shall include both the Participant’s earlier Service and the period commencing on the Participant’s date of return and ending on the date of the Participant’s subsequent Retirement, Termination of Employment, or death. Notwithstanding the foregoing, Service shall include any period credited as “Service” under the Jacobs Executive Deferral Plan.
- 1.40 “Short-Term Payout” shall mean the payout set forth in Section 4.1.
- 1.41 “SpinCo Agreements” shall mean:
- (a) The Separation and Distribution Agreement, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC, and Amentum Joint Venture LP;
 - (b) The Agreement and Plan of Merger, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., Amentum Parent Holdings LLC, and Amentum Joint Venture LP; and
 - (c) The Employee Matters Agreement, dated November 20, 2023, by and among Jacobs Solutions Inc., Amazon Holdco Inc., and Amentum Parent Holdings LLC.
- 1.42 “SpinCo Distribution Date” shall mean the Distribution Date as defined in the SpinCo Agreements.
- 1.43 “SpinCo Employees” shall mean any “SpinCo Employees,” as defined under the SpinCo Agreements, and any “Former SpinCo Employees,” as defined under the SpinCo Agreements, who in each case had account balances under the Jacobs Executive Deferral Plan immediately prior to the Spinoff, as described in the SpinCo Agreements.
- 1.44 “SpinCo Merger” shall mean the Parent’s merger with Amentum Parent Holdings LLC as described in the SpinCo Agreements.
- 1.45 “Spinoff” shall mean Jacobs Solutions Inc.’s spinoff of the Parent via the distribution described in the SpinCo Agreements.
- 1.46 “Termination Benefit” shall mean the benefit set forth in Article 7.
- 1.47 “Termination of Employment” shall mean a Separation from Service for any reason other than Retirement, death or an authorized leave of absence.
- 1.48 “Trust” shall mean one or more trusts established to hold Plan assets (whether or not in combination with assets of another plan), including pursuant to that certain Master Trust Agreement for the Jacobs Technology Inc. Executive Deferral Plan between the Company and Delaware Charter Guarantee & Trust Company

(conducting business under the trade name of Principal Trust Company), as amended from time to time, or any successor thereto. Effective prior to the SpinCo Distribution Date, Trust shall include that certain Master Trust Agreement for the Executive Deferral Plan, dated as of June 1, 1991 between Jacobs Engineering Group Inc. and the trustee named therein, as amended from time to time, or any successor thereto.

- 1.49 “Unforeseeable Financial Emergency” shall mean severe financial hardship to a Participant resulting from an illness or accident of the Participant or the Participant’s spouse or dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as determined in the sole discretion of the Administrator.

ARTICLE 2
Selection, Enrollment, Eligibility

- 2.1 **Selection by Board.** The Board, in its sole discretion, shall establish eligibility requirements for participation in the Plan (including portions of the Plan). Participation in the Plan shall be limited to a select group of management and highly compensated Employees.
- 2.2 **Enrollment Requirements.** As a condition to participation, except as otherwise provided in Section 2.5(a) with respect to the Jacobs EDP Balances, each Employee selected as eligible for participation in the Plan pursuant to Section 2.1 and who wishes to participate in the Plan shall complete, execute and submit to the Committee an Election Form and a Beneficiary Designation Form, within the time period set by the Board, in its sole discretion, for the purpose of returning documents and forms. In addition, the Board shall establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary.
- 2.3 **Eligibility; Commencement of Participation.** A Participant shall commence participation in the Plan on the first day of the Plan Year following the date on which he or she has (i) satisfied all Enrollment Requirements and (ii) has had his or her Election Form and Beneficiary Designation Form accepted by the Committee. Notwithstanding the previous sentence, the Board may, in its sole and absolute discretion and only to the extent consistent with Section 15.20, permit:
- (a) a new Employee to commence participation in the Plan and defer Base Annual Salary (but not the Participant's Annual Bonus) in the first pay period following his or her satisfaction of (i) and (ii) above, but only with respect to services to be performed subsequent to the election and only if the election is made within 30 days after the date the Employee becomes eligible to participate; and/or
 - (b) an Employee to commence participation in the Plan mid-Plan Year in order to defer Equity Pay in accordance with Section 3.2(b) or receive an Employer Contribution in accordance with Section 3.1(d).
- 2.4 **Participants Who Become Ineligible.** If the Board determines in good faith that a Participant no longer qualifies as a member of a select group of management or highly compensated employees, as membership in such group is determined in accordance with Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, the Board shall have the right, in its sole discretion, to prevent the Participant from making future deferral elections. However, any existing deferral elections made by the Participant will remain in effect for the remainder of the Plan Year (or other applicable deferral period) of the Participant's change in status, and payment of the Participant's Account Balance will proceed as set forth elsewhere in the Plan.
- 2.5 **SpinCo Employees.** Notwithstanding any other provision in this Plan, the following provisions shall apply with respect to SpinCo Employees:

- (a) **Participation.** SpinCo Employees shall commence participation in the Plan as of the Adoption Date with respect to their Jacobs EDP Balances. The Jacobs EDP Balances remain subject to the terms applicable to such balances under the Jacobs Executive Deferral Plan, except to the extent that this Plan explicitly provides otherwise. SpinCo Employees must separately meet the participation criteria set forth in Section 2.3 of this Plan in order to be eligible to elect to defer additional compensation on and after the SpinCo Distribution Date.
- (b) **Deferral Elections.** Employees aligned to the Critical Mission Solutions and Cyber & Intelligence government services business of Jacobs Solutions Inc. as of the Fall 2023 deferral election period were not permitted to make deferral elections under the Jacobs Executive Deferral Plan during such election period. In the event that any SpinCo Employee has a deferral election under the Jacobs Executive Deferral Plan with respect to base annual compensation for 2024 or annual bonus for the fiscal year ending in 2024 (a “Carryover Deferral Election”), such deferral election(s) shall carry over under this Plan for the remainder of 2024 or the annual bonus year, respectively. However, SpinCo Employees must make new deferral elections under Section 3.1 of this Plan, to the extent permitted under the Plan, with respect to any additional amounts to be deferred under this Plan on or after the SpinCo Distribution Date that are not covered by a Carryover Election.
- (c) **Vesting.** SpinCo Employees are 100% vested in their Jacobs EDP Balances and are subject to the vesting rules set forth in Section 3.4 of this Plan with respect to all amounts deferred under this Plan on or after the SpinCo Distribution Date.
- (d) **Crediting and Debiting.** The Measurement Fund elections applicable under the Jacobs Executive Deferral Plan with respect to a SpinCo Employee’s Jacobs EDP Balance will continue to apply under this Plan until and except to the extent the Administrator establishes new Measurement Funds or a new investment election process. Only Measurement Fund elections made under Section 3.5(a) of this Plan will apply with respect to Jacobs EDP Balances and with respect to additional amounts that may be deferred under this Plan after the SpinCo Distribution Date.
- (e) **Payouts.**
 - (i) **In General.** The distribution elections made by SpinCo Employees under the Jacobs Executive Deferral Plan with respect to their Jacobs EDP Balances shall remain in effect with respect to those amounts, consistent with Articles 4 through 7 of this Plan.
 - (ii) **Death Prior to Completion of Retirement Benefit and Payment of Pre-Retirement Survivor Benefit.** Notwithstanding the foregoing, the rules

under Sections 5.3 and 6.2 of this Plan shall apply to SpinCo Employees, except that: (i) any Pre-2018 Jacobs EDP Grandfathered Amounts shall be paid in accordance with the terms of the Jacobs Executive Deferral Plan document in effect as of immediately before the Adoption Date; and (ii) any Pre-2018 Jacobs EDP Non-Grandfathered Amounts which a Participant validly elected under the Jacobs Executive Deferral Plan terms then in effect to receive other than in a lump sum shall be paid in accordance with such election. Pre-Retirement Survivor Benefits governed by (i) or (ii) shall be paid or commence 30 days after the death of the SpinCo Employee. Notwithstanding the timing set forth in this paragraph, the Plan may make, or begin, payment following the Participant's death to the extent that such payment is treated as being paid in compliance with applicable Treasury Regulations, which permit payment to be made by December 31 of the first calendar year following the calendar year during which the death occurs. Any payment made shall be subject to the Deduction Limitation.

- (f) **Beneficiary Designations.** The Beneficiary designations made by SpinCo Employees under the Jacobs Executive Deferral Plan with respect to their Jacobs EDP Balances shall remain in effect with respect to those amounts. Notwithstanding the foregoing, SpinCo Employees may change Beneficiary designations under Section 8.2 of this Plan.

ARTICLE 3
Deferral Election/Crediting/Taxes

3.1 Deferral Election.

- (a) **Minimum and Maximum Deferral Commitment.** A Participant may make an irrevocable election to defer, as his or her Deferral Amount, an amount of Base Annual Salary and/or Annual Bonus that may not be less than the minimum Deferral Amount, nor more than the maximum Deferral Amount, as set by the Board prior to the beginning of the Plan Year and set forth in the Election Form for the Plan Year. In addition, a Participant may make an irrevocable election to defer Equity Pay as part of his or her Deferral Amount, subject to any minimum and/or maximum deferral set by the Board and set forth in the applicable Election Form.
- (b) **Short Plan Year.** If a Participant first becomes a Participant after the first day of a Plan Year, the minimum Base Annual Salary deferral shall be the minimum Deferral Amount set forth in subsection (a), unless otherwise determined by the Board.
- (c) **Other.**
 - (i) Notwithstanding the foregoing, if a Participant first becomes a Participant after the first day of a Plan Year, the maximum Deferral Amount, with respect to Base Annual Salary and Annual Bonus shall be limited to the amount of compensation not yet earned by the Participant as of the date the Participant's Election Form is accepted by the Committee.
 - (ii) Notwithstanding any other provision in this Plan, deferrals shall be a fixed percentage of the applicable Base Annual Salary, Annual Bonus or Equity Pay. Except as otherwise provided on the Election Form, for Equity Pay that is settled in shares of stock, the number of shares deferred shall be rounded down to the next highest whole number of shares.
- (d) **Employer Contributions.** The Board may elect to require that an Employer make an Employer Contribution for any Plan Year in such amount and subject to such conditions as the Board determines in its sole discretion. Except as otherwise determined by the Board, an Employer Contribution will be paid in accordance with the Participant's distribution election (or subsequent payment election in accordance with Section 5.2(b)) for the Plan Year for which such Employer Contribution is made but without regard to any Short-Term Payout election that otherwise might apply. Notwithstanding the preceding sentence and to the extent permitted by the Board and on an Election Form, a Participant may elect the time and form of payment of an Employer Contribution as a Short-Term Payout under Section 4.1, Retirement

Benefit under Article 5, and/or Pre-Retirement Survivor Benefit under Article 6; provided, however, that:

- (i) Such election is made and irrevocable by the deadlines consistent with those set forth in Section 3.2 (including the fiscal year compensation, performance-based compensation, or 12-month vesting period deadlines in Section 3.2(b));
- (ii) The Short-Term Payout year must be no earlier than the year in which the Employer Contribution is fully vested, and payment upon Unforeseeable Financial Emergency under Section 4.3 shall be available only for fully vested amounts; and
- (iii) To the extent that the Participant is permitted to subsequently change his or her payment election, such change may be made by the Participant submitting a new Election Form to the Committee, provided that any such Election Form is submitted at least one year prior to the otherwise applicable payment date and delays the Participant's initial payment by a period of at least five years. For purposes of such election changes, the right to a series of installment payments shall be treated as the right to a single payment.

3.2 **Timing of Deferral Elections.** A Participant's election must be received by the Committee no later than the deadline specified by the Board. In no event will such date be later than the last day of the Plan Year preceding the Plan Year in which the services begin to be performed for which the Base Annual Salary is paid or for which the Annual Bonus or Equity Pay is awarded (which, in the case of Equity Pay, typically is the year in which the Equity Pay is granted); provided, however:

- (a) Newly eligible Participants may make their initial deferral elections as provided in Section 2.3; and
- (b) To the extent permitted by the Board, Participants may elect to defer compensation no later than the following deadline:
 - (i) the last day of the Company's taxable year that ends immediately before the start of the period for which the deferred compensation is considered "fiscal year compensation" (within the meaning of Treas. Reg. § 1.409A-2(a)(6));
 - (ii) the date that is six months before the end of the applicable performance period, to the extent the deferred compensation is performance-based compensation (within the meaning of Code section 409A(a)(4)(B)(iii)); or
 - (iii) the 30th day after the grant date, to the extent the deferred compensation is subject to a condition requiring the Participant to continue to provide services for a period of at least 12 months from

the grant date and provided that such election also is at least 12 months in advance of the earliest date at which the forfeiture condition on such deferred compensation would otherwise lapse (consistent with Treas. Reg. § 1.409A-2(a)(5));

and provided further that, notwithstanding the terms of an applicable Equity Pay award agreement or other underlying deferred compensation and to the extent necessary to comply with Code Section 409A, for purposes of vesting or payment of such deferred compensation upon either disability or change in control, the terms “disability” and “change in control” shall have the applicable meanings defined in Code Section 409A, but only to the extent they would otherwise be broader than the otherwise applicable definitions and only to the minimum extent necessary to comply with Code Section 409A as determined by the Committee.

- 3.3 **Withholding of Deferral Amounts.** For each Plan Year, the Deferral Amount shall be withheld at the time the Base Annual Salary or Annual Bonus is or otherwise would be paid to the Participant. With respect to Equity Pay, the Deferral Amount shall be withheld at the time the shares underlying the Equity Pay are or would have been issued (or, if the Equity Pay is payable in cash, at the time the Equity Pay is or would otherwise have been paid).
- 3.4 **Vesting.** A Participant shall at all times be 100% vested in his or her Deferral Account and will vest in his or her Employer Contribution Account in accordance with the terms of the underlying Employer Contribution.
- 3.5 **Crediting/Debiting of Account Balances.** In accordance with, and subject to, the rules and procedures that are established from time to time by the Administrator, in its sole discretion, Deferral Amounts shall be credited or debited to a Participant's Account Balance in accordance with the rules set forth in this Section 3.5.
- (a) **Election of Measurement Funds.** At the time an Employee becomes a Participant in the Plan, he or she may designate one or more Measurement Funds which shall be used to determine what additional amounts are to be credited or debited, as the case may be, to his or her Account Balance. Such designations shall apply to the Deferral Amount, as such amounts are deferred by the Participant and shall remain in force until changed by the Participant in accordance with the policies and procedures as set forth by the Administrator, from time to time, which policies and procedures may be changed, modified, and/or amended by the Administrator, without prior notice, at the Administrator's sole discretion. Until changed by the Administrator: (i) Measurement Fund allocation designations must be made in whole percentage points of 1%, or multiples thereof, not to exceed 100%; (ii) a Participant may change his or her Measurement Fund allocation elections on a daily basis; and (iii) a change in Measurement Fund allocations will take effect on the next business day following the election. Notice of any

change in Measurement Fund elections must be made to the Administrator, or its designee, in a form acceptable to it as determined by it in its sole discretion. If a Participant fails to designate a Measurement Fund with respect to all or a portion of his or her Account Balance, such amounts shall be deemed invested in the default Measurement Fund (or Funds) designated by the Administrator, which may be changed by the Administrator from time to time without notice to Participants.

- (b) **Measurement Funds.** A Participant may elect one or more measurement funds (the "Measurement Funds") from among those selected by the Administrator for the purpose of crediting or debiting additional amounts to his or her Account Balance. As necessary, the Administrator may, in its sole discretion, discontinue, substitute or add Measurement Funds. In selecting the Measurement Funds that are available from time to time, neither the Administrator nor any Employer shall be liable to any Participant for such selection or adding, deleting or continuing any available Measurement Fund.
- (c) **Crediting or Debiting Method.** The performance of each elected Measurement Fund (either positive or negative) will be determined by the Administrator, in its sole discretion, based on the performance of the Measurement Funds themselves. A Participant's Account Balance shall be credited or debited on a daily basis based on the performance of each Measurement Fund selected by the Participant, as determined by the Administrator in its sole discretion, as though: (i) a Participant's Account Balance as of the close of business on each date were invested in the Measurement Fund(s) selected by the Participant, in the percentages applicable to such date, at the closing price on such date; (ii) the portion of the Deferral Amount (or Employer Contribution), if any, that was actually deferred on that date were invested in the Measurement Fund(s) selected by the Participant, in the percentages applicable to such date; and (iii) any distribution made to a Participant on that date ceased being invested in the Measurement Fund(s), in the percentages applicable to such date, at the closing price on such date.
- (d) **No Actual Investment.** Notwithstanding any other provision in this Plan, the Measurement Funds are to be used for measurement purposes only, and a Participant's election of any such Measurement Fund, the allocation to his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that the Company or the Trustee (as that term is defined in the Trust), in its own discretion, decides to invest funds in any or all of the Measurement Funds, no Participant shall have any rights in or to such investments themselves.

Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company or the Trust; the Participant shall at all times remain an unsecured creditor of the Company.

- (e) **Equity Pay.** Notwithstanding any other provision in this Plan and except as otherwise determined by the Board, to the extent a Participant elects to defer Equity Pay, such portion of the Deferral Amount shall be tracked in common stock of the Parent. Except as otherwise determined by the Administrator, adjustments or substitutions to such shares of common stock shall be made consistent with adjustments or substitutions that are applied under the equity plan pursuant to which the Equity Pay award was originally granted. The Board may limit (or prohibit) any change in allocation to or from such Parent stock and may establish rules applicable to accounting for, crediting, or allocating any dividends payable on such Parent stock.
- 3.6 **FICA and Other Taxes.** For each Plan Year (or other deferral period) in which a Deferral Amount is being withheld from a Participant, the Participant's Employer(s) may withhold from that portion of the Participant's compensation that is not being deferred, in a manner and amount determined by the Employer(s), the Participant's share of FICA, employment taxes, and other taxes on such Deferral Amount. If the amount of Base Annual Salary and Bonus that is not being deferred is insufficient to cover these amounts, the Committee may reduce the Deferral Amount or withhold from other payments made to the Participant in order to comply with this Section. The Participant's Employer may withhold from or offset against any Plan accrual or Account Balance any taxes the Company determines it is required to withhold by applicable federal state, local, or foreign laws.
- 3.7 **Distributions.** The Participant's Employer(s), or the trustee of the Trust, shall withhold from any payments made to a Participant under this Plan all federal, state and local income, employment and other taxes (domestic or foreign) required to be withheld by the Employer(s), or the trustee of the Trust, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Employer(s) and the trustee of the Trust, as applicable.

ARTICLE 4
Short-Term Payout; Unforeseeable Financial Emergencies

4.1 **Short-Term Payout.** In connection with each election to defer a Deferral Amount, to the extent permitted by the Board, a Participant may elect to receive a future “Short-Term Payout” from the Plan with respect to such Deferral Amount. An election made pursuant to this Section shall be irrevocable. Subject to the Deduction Limitation, the Short-Term Payout shall be a lump sum payment in an amount that is equal to either (i) a percentage of some or all of the Deferral Amount, as elected at the time of the deferral, or (ii) except for deferrals of Equity Pay, a stated dollar amount, as elected at the time of the deferral, not to exceed the Deferral Amount, plus, in either case, amounts credited or debited in the manner provided in Section 3.5 above on that elected amount, determined at the time that the Short-Term Payout is paid. Subject to the Deduction Limitation and the other terms and conditions of this Plan, each Short-Term Payout elected shall be paid out on the January 15th immediately after the last day of any Plan Year designated by the Participant that is at least three Plan Years after the Plan Year in which the Deferral Amount is actually deferred or with regard to a deferral of Equity Pay, the latest Plan Year in which the Equity Pay (or any portion thereof) would otherwise be paid and thus is actually deferred. By way of example:

- (a) If a three year Short-Term Payout is elected for Deferral Amounts that are deferred in the Plan Year commencing January 1, 2025, the three year Short-Term Payout would be paid on January 15, 2029.
- (b) If a three year Short-Term Payout is elected for Deferral Amounts that are Equity Pay and that would otherwise be payable over a four-year graded vesting schedule (25% per year) from 2023 through 2026, the three year Short-Term Payout would be paid on January 15, 2030.

To the extent permitted by the Board and on the Election Form, a Participant may elect more than one Short-Term Payout date with respect to different percentages or dollar amounts (if applicable) of the Deferral Amount or Employer Contribution. Except as otherwise provided on the Election Form, with respect to an election to receive Equity Pay as a Short-Term Deferral, the number of shares treated as the Short-Term Deferral shall be rounded down to the next highest whole number of shares.

4.2 **Other Benefits Take Precedence Over Short-Term Payout.** Should an event occur that triggers a benefit under Article 5, 6 or 7, then any Deferral Amount or Employer Contribution, plus amounts credited or debited thereon, that is subject to a Short-Term Payout election under Section 4.1 (or that was subject to a short-term payout election under the Jacobs Executive Deferral Plan, in the case of the Jacobs EDP Balances), shall not be paid in accordance with Section 4.1 (or the short-term payout provisions of the Jacobs Executive Deferral Plan, in the case of the Jacobs EDP Balances) but shall be paid in accordance with the other applicable Article (or

provision of the Jacobs Executive Deferral Plan, in the case of the Jacobs EDP Balances).

- 4.3 **Unforeseeable Financial Emergencies**. If the Participant experiences an Unforeseeable Financial Emergency, the Participant may petition the Administrator to (i) cancel any deferrals required to be made by a Participant and, if such cancellation is insufficient to satisfy the Unforeseeable Financial Emergency, (ii) receive a partial or full payout from the Plan. The payout shall not exceed the lesser of the Participant's vested Account Balance, calculated as if such Participant were receiving a Termination Benefit, and the amount reasonably necessary to satisfy the Unforeseeable Financial Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). If the Administrator determines that an Unforeseeable Financial Emergency exists, cancellation shall take effect upon the date of such determination, and any payout shall be made 30 days after such date. The payment of any amount under this Section 4.3 shall not be subject to the Deduction Limitation and any partial payout shall be deducted from a Participant's existing Account Balance on a pro rata basis.

ARTICLE 5
Retirement Benefit

- 5.1 **Retirement Benefit.** Subject to the Deduction Limitation, a Participant who Retires shall receive, as a Retirement Benefit, his or her vested Account Balance.
- 5.2 **Payment of Retirement Benefit.**
- (a) **Initial Election.** A Participant, in connection with his or her annual (or otherwise applicable) deferral election, shall elect on an Election Form to receive the Retirement Benefit attributable to the election in a lump sum or pursuant to an Annual Installment Method of up to 15 years, to the extent permitted by the Board. To the extent permitted by the Board and on an Election Form, a Participant may choose different forms of payment for Deferral Amounts attributable to different Plan Years (or the applicable deferral period), for different portions of Deferral Amounts (such as Equity Pay), or for Employer Contributions.
 - (b) **Changing Election.** After the deferral election is irrevocable, the Participant may make an election to change an existing payment election to an allowable alternative payout period by submitting a new Election Form to the Administrator, provided that any such Election Form is submitted at least one year prior to the Participant's Retirement and delays the Participant's initial payment by a period of at least five years. For purposes of such election changes, the right to a series of installment payments shall be treated as the right to a single payment.
 - (c) **Default Election.** If a Participant does not make any election with respect to the payment of a Deferral Amount or Employer Contribution (or, in either case, a portion thereof), then such amount shall be payable in a lump sum. Except as otherwise provided pursuant to a subsequent deferral election described above, the lump sum payment shall be made, or installment payments shall commence 30 days after the date which is six months after the Participant's Retirement. Any payment made shall be subject to the Deduction Limitation.
- 5.3 **Death Prior to Completion of Retirement Benefit.** Except as provided in Section 2.5(e), if a Participant dies after commencing, but prior to complete payout of, the Participant's Retirement Benefit, the Participant's remaining unpaid Retirement Benefit payments shall be paid to the Participant's Beneficiary in a single lump sum as soon as practicable after the Participant's death. The Plan may make, or begin, payment following the Participant's death to the extent that such payment is treated as being paid in compliance with applicable Treasury Regulations, which permit payment to be made by December 31 of the first calendar year following the calendar year during which the death occurs. Any payment made shall be subject to the Deduction Limitation.

ARTICLE 6
Pre-Retirement Survivor Benefit

- 6.1 **Pre-Retirement Survivor Benefit.** Subject to the Deduction Limitation, the Participant's Beneficiary shall receive a Pre-Retirement Survivor Benefit equal to the Participant's vested Account Balance if the Participant dies while in the employ of any Employer or otherwise before Retirement.
- 6.2 **Payment of Pre-Retirement Survivor Benefit.** Except as provided in Section 2.5(e), if a Participant dies while employed by the Employer or otherwise before Retirement, then the Participant's Pre-Retirement Survivor Benefit shall be paid to the Participant's Beneficiary in a single lump sum as soon as practicable after the Participant's death. The Plan may make, or begin, payment following the Participant's death to the extent that such payment is treated as being paid in compliance with applicable Treasury Regulations, which permit payment to be made by December 31 of the first calendar year following the calendar year during which the death occurs. Any payment made shall be subject to the Deduction Limitation.

ARTICLE 7
Termination Benefit

- 7.1 **Termination Benefit.** Subject to the Deduction Limitation, the Participant shall receive a Termination Benefit, which shall be equal to the Participant's vested Account Balance if a Participant experiences a Termination of Employment prior to his or her Retirement or death.
- 7.2 **Payment of Termination Benefit.** The Participant's Termination Benefit shall be paid in a lump sum. The lump sum payment shall be made thirty days after the date which is six months after the date the Participant experiences the Termination of Employment. Any payment made shall be subject to the Deduction Limitation.

ARTICLE 8
Beneficiary Designation

- 8.1 **Beneficiary.** Each Participant shall have the right, at any time, to designate his or her Beneficiary(ies) (both primary as well as contingent) to receive any benefits payable under the Plan to a beneficiary upon the death of a Participant. The Beneficiary designated under this Plan may be the same as or different from the Beneficiary designation under any other plan of an Employer in which the Participant participates.
- 8.2 **Beneficiary Designation; Change; Spousal Consent.** A Participant shall designate his or her Beneficiary or Beneficiaries by completing and executing the Beneficiary Designation Form, and submitting it to the Administrator or its designated agent. A Participant shall have the right to change a Beneficiary by completing, signing and otherwise complying with the terms of the Beneficiary Designation Form and the Administrator's rules and procedures, as in effect from time to time. Upon the acceptance by the Administrator of a new Beneficiary Designation Form, all Beneficiary designations previously filed shall be canceled. The Administrator shall be entitled to rely on the last Beneficiary Designation Form filed by the Participant and accepted by the Administrator prior to his or her death.
- 8.3 **Acknowledgment.** No designation or change in designation of a Beneficiary shall be effective until received and acknowledged in writing by the Administrator or its designated agent.
- 8.4 **No Beneficiary Designation.** If a Participant fails to designate a Beneficiary as provided in Sections 8.1, 8.2 and 8.3 above or if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's Beneficiary shall be deemed to be the Participant's estate.
- 8.5 **Doubt as to Beneficiary.** If the Administrator has any doubt as to the proper Beneficiary to receive payments pursuant to this Plan, the Administrator shall have the right, exercisable in its discretion, to cause the Participant's Employer to withhold such payments until this matter is resolved to the Administrator's satisfaction.
- 8.6 **Discharge of Obligations.** The payment of benefits under the Plan to a Beneficiary shall fully and completely discharge all Employers and the Administrator from all further obligations under this Plan with respect to the Participant, and that Participant's participation shall terminate upon such full payment of benefits.

ARTICLE 9
Leave of Absence and Rehires

- 9.1 **Paid Leave of Absence.** If a Participant is authorized by the Participant's Employer for any reason to take a paid leave of absence from the employment of the Employer, the Participant shall continue to be considered employed by the Employer and the Deferral Amount shall continue to be withheld during such paid leave of absence in accordance with Section 3.2.
- 9.2 **Unpaid Leave of Absence.** If a Participant is authorized by the Participant's Employer for any reason to take an unpaid leave of absence from the employment of the Employer, deferrals of the Participant's Base Annual Salary shall automatically cease during such period because the leave of absence is unpaid. However, the Participant's deferral election shall remain in effect with respect to Annual Bonus and Equity Pay paid during such period. Upon the Participant's return to paid employment status, deferrals of the Participant's Base Annual Salary shall resume for the remaining portion of the Plan Year in which the return occurs, based on the deferral election, if any, made for that Plan Year. If no election was made for that Plan Year, no deferral shall be withheld.
- 9.3 **Leave of Absence Treated as a Termination of Employment.** Notwithstanding the provisions of Sections 9.1 and 9.2, to the extent required by Code Section 409A and IRS guidance thereunder, a leave of absence, whether paid or unpaid, shall be treated as a Termination of Employment (or Retirement, to the extent the Participant is eligible to Retire), and payments shall commence as set forth in Articles 4-7. However, the Participant's deferral election shall remain in effect unless and until the Participant receives a lump sum payment of his or her entire vested Account Balance.
- 9.4 **Reemployment following Retirement or Termination of Employment.** If a Participant Retires or has a Termination of Employment and subsequently becomes an Employee, payment of benefits accrued during the Participant's earlier period of service shall continue to be made as if the Participant had remained Retired or Terminated. However, to the extent permitted by the other provisions of this Plan, the Participant may accrue additional benefits under the Plan with respect to the subsequent period of service and may make new elections with respect to the timing and form of payment of such amounts.

ARTICLE 10
Termination, Amendment or Modification

- 10.1 **Termination.** Although it is anticipated that the Plan will continue for an indefinite period of time, there is no guarantee that the Company will continue the Plan. Accordingly, the Company reserves the right to discontinue its sponsorship of the Plan and/or to terminate the Plan at any time with respect to any Employer by action of the Board. In general, upon the termination of the Plan with respect to any Employer, the affected Participants who are employed by that Employer shall receive payment of their benefits in accordance with the terms of Articles 4-7. However, the Company may, in its discretion, terminate the Plan, in whole or in part, and pay each Participant a single lump-sum distribution of his or her entire Account Balance, to the extent consistent with Section 15.20.
- 10.2 **Amendment.** The Company may, at any time, amend or modify the Plan, in whole or in part, with respect to any or all Employers; provided, however, that: (i) no amendment or modification shall be effective to decrease or restrict the value of a Participant's Account Balance in existence at the time the amendment or modification is made, calculated as if the Participant had experienced a Termination of Employment as of the effective date of the amendment or modification or, if the amendment or modification occurs after the date upon which the Participant was eligible to Retire, the Participant had Retired as of the effective date of the amendment or modification, and (ii) no amendment or modification to clause (i) of this Section 10.2 or of Section 11.2 of the Plan shall be effective.
- Such amendment may be adopted by: (a) the Board; (b) a committee of the Board with authority over compensation matters, provided that no such amendment may increase or decrease the aggregate cost to the Company and any other Employers of maintaining the Plan by more than \$25 million on an annual basis; or (c) the Chief Financial Officer of the Parent, or the Chief Human Resources Officer of the Parent, or such other officers of the Parent with primary authority over financial or compensation matters, provided that such amendment either (i) consists of changes that are reasonably necessary or desirable to comply with applicable law, or (ii) does not increase or decrease the aggregate cost to the Company and any other participating employers of maintaining the Plan by more than \$5 million on an annual basis.
- 10.3 **Plan Agreement.** The terms of any Plan agreement between any Participant and his or her Employer may provide additional benefits not set forth in the Plan or limit the benefits otherwise provided under the Plan; provided, however, that any such additional benefits or benefit limitations must be agreed to by both the Employer and the Participant and approved by the Board. Despite the provisions of Sections 10.1 and 10.2 above, if a Participant's Plan agreement contains benefits or

limitations that are not in this Plan document, the Employer may only amend or terminate such provisions with the consent of the Participant and the Board.

- 10.4 **Effect of Payment.** The full payment of the applicable benefit under Articles 4, 5, 6 or 7 of the Plan shall completely discharge all obligations to a Participant and his or her designated Beneficiaries under this Plan and the Participant's Plan participation shall terminate.
- 10.5 **Divestitures.** Certain Participants may terminate their employment with the Company as part of the sale or spin-off of part of the Company's business operations, or of one or more of the Company's subsidiaries or affiliates, to another company. As part of these transactions, a Participant's benefits under the Plan, including the Employer's liability for payment thereof, may be transferred to a plan of the acquiring company. All rights of any such Participant and his or her Beneficiary(ies) under the Plan or Trust, and any liabilities of the Plan, Trust, Company or Employer, terminate effective upon such a transfer of benefits and liabilities.

ARTICLE 11
Administration

- 11.1 **Board Duties; Delegation.** Except as otherwise provided in this Article 11, this Plan shall be administered by the Board. The Board shall also have the discretion and authority to (i) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and (ii) decide or resolve any and all questions including interpretations of this Plan, as may arise in connection with the Plan. Notwithstanding the foregoing, the Board may delegate to the Committee all or a portion of its authority under this Plan, subject to any conditions or requirements imposed by the Board on the exercise of such delegated authority, and the Board or the Committee may delegate or further delegate, as applicable, any such authority to one or more officers of the Parent, the Company or any Employer, subject to any conditions or requirements imposed on the exercise of such delegated authority. Any individual serving on the Committee who is a Participant shall not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Board shall be entitled to rely on information furnished by a Participant or the Company.
- 11.2 **Administration Upon Change in Control.** For purposes of this Plan, the Company (via the Board) shall be the "Administrator" at all times prior to the occurrence of a Change in Control. Upon and after the occurrence of a Change in Control, the "Administrator" shall be an independent third party selected by the Trustee and approved by the individual who, immediately prior to such event, was the Parent's Chief Executive Officer or, if not so identified, the Parent's highest ranking officer (the "Ex-CEO"). The Administrator shall have the discretionary power to determine all questions arising in connection with the administration of the Plan and the interpretation of the Plan and Trust including, but not limited to benefit entitlement determinations; provided, however, upon and after the occurrence of a Change in Control, the Administrator shall have no power to direct the investment of Plan or Trust assets or select any investment manager or custodial firm for the Plan or Trust. Upon and after the occurrence of a Change in Control, the Company must: (1) pay all reasonable administrative expenses and fees of the Administrator; (2) indemnify the Administrator against any costs, expenses and liabilities including, without limitation, attorneys' fees and expenses arising in connection with the performance of the Administrator hereunder, except with respect to matters resulting from the gross negligence or willful misconduct of the Administrator or its employees or agents; and (3) supply full and timely information to the Administrator or all matters relating to the Plan, the Trust, the Participants and their Beneficiaries, the Account Balances of the Participants, the date of circumstances of the Retirement, death or Termination of Employment of the Participants, and such other pertinent information as the Administrator may reasonably require. Upon and after a Change in Control, the Administrator may be terminated (and a replacement appointed) by

the Trustee only with the approval of the Ex-CEO. Upon and after a Change in Control, the Administrator may not be terminated by the Company.

- 11.3 **Agents.** In the administration of this Plan, the Administrator may, from time to time, delegate to employees of an Employer or other agents it employs such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel who may be counsel to any Employer.
- 11.4 **Binding Effect of Decisions.** The decision or action of the Administrator with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.
- 11.5 **Indemnity of Administrator.** All Employers shall indemnify and hold harmless the members of the Board, any employee to whom the duties of the Board may be delegated, and the Administrator against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of willful misconduct by the Board, any of its members, any such employee or the Administrator.
- 11.6 **Missing Payees.** If the Administrator cannot locate any person or estate entitled to payment of a Plan benefit after a reasonable search, the Administrator may at any time thereafter treat such benefit as forfeited. If the person or estate should later make a valid claim for the benefit or otherwise be located, any amounts so forfeited shall be reinstated (without any interest or earnings adjustment) and paid to the person or estate, as otherwise provided by this Plan, unless the benefit has been escheated to a state government.
- 11.7 **Payment Delay or Acceleration.** Notwithstanding any other provision in this Plan, the Administrator may, in its sole and absolute discretion, delay or accelerate payments under the Plan to the extent consistent with Section 15.20.

ARTICLE 12
Other Benefits and Agreements

- 12.1 **Coordination with Other Benefits.** The benefits provided for a Participant and Participant's Beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for employees of the Participant's Employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

ARTICLE 13
Claims Procedures

- 13.1 **Presentation of Claim.** Any Participant or Beneficiary of a deceased Participant (such Participant or Beneficiary being referred to below as a "Claimant") may deliver to the Administrator a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.
- 13.2 **Notification of Decision.** The Administrator shall consider a Claimant's claim within a reasonable time, and shall notify the Claimant in writing:
- (a) that the Claimant's requested determination has been made, and that the claim has been allowed in full; or
 - (b) that the Administrator has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:
 - (i) the specific reason(s) for the denial of the claim, or any part of it;
 - (ii) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;
 - (iii) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary; and
 - (iv) an explanation of the claim review procedure set forth in Section 13.3 below.
- 13.3 **Review of a Denied Claim.** Within 60 days after receiving a notice from the Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Administrator a written request for a review of the denial of the claim. In conjunction with filing an appeal

(but no later than the date the appeal is filed), the Claimant (or the Claimant's duly authorized representative):

- (a) may review pertinent documents;
- (b) may submit written comments or other documents; and/or
- (c) may request a hearing, which the Administrator, in its sole discretion, may grant.

13.4 **Decision on Review.** The Administrator shall render its decision on review promptly, and not later than 60 days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Administrator's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

- (a) specific reasons for the decision;
- (b) specific reference(s) to the pertinent Plan provisions upon which the decision was based; and
- (c) such other matters as the Administrator deems relevant.

13.5 **Legal Action.** A Claimant's compliance with the foregoing provisions of this Article 13 is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

13.6 **Payment Following Resolution of Claim.** If a Participant is entitled to a payment following the resolution of a claim pursuant to this Article 13, such payment will be made during the calendar year in which the claim is finally and conclusively resolved, or, if later, at the time set forth under Articles 4-7.

ARTICLE 14
Trust

- 14.1 **Establishment of the Trust.** The Company has established the Trust, and each Employer shall at least annually transfer over to the Trust such assets as the Board determines, in its sole discretion, are necessary to provide, on a present value basis, for its respective future liabilities created with respect to the Deferral Amounts and Employer Contributions for such Employer's Participants for all periods prior to the transfer, as well as any debits and credits to the Participants' Account Balances for all periods prior to the transfer, taking into consideration the value of the assets in the trust at the time of the transfer.
- 14.2 **Interrelationship of the Plan and the Trust.** The provisions of the Plan shall govern the rights of a Participant to receive distributions pursuant to the Plan. The provisions of the Trust shall govern the rights of the Employers, Participants and the creditors of the Employers to the assets transferred to the Trust. Each Employer shall at all times remain liable to carry out its obligations under the Plan.
- 14.3 **Distributions From the Trust.** Each Employer's obligations under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce the Employer's obligations under this Plan.
- 14.4 **Investment of Trust Assets.** The Trustee of the Trust shall be authorized, upon written instructions received from the Administrator or investment manager appointed by the Administrator, to invest and reinvest the assets of the Trust in accordance with the applicable Trust Agreement, including the disposition of stock and reinvestment of the proceeds in one or more investment vehicles designated by the Administrator.

ARTICLE 15
Miscellaneous

- 15.1 **Status of Plan.** The Plan is not intended to qualify under Code Section 401(a). The Plan “is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of ERISA Sections 201(2), 301(a)(3) and 401(a)(1). The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intention.
- 15.2 **Unsecured General Creditor.** Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of any Employer, including any assets held in the Trust. For purposes of the payment of benefits under this Plan, any and all of an Employer’s assets shall be, and remain, the general, unpledged unrestricted assets of the Employer. An Employer’s obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.
- 15.3 **Employer’s Liability.** An Employer’s liability for the payment of benefits shall be defined only by the Plan and any Plan agreement entered into between the Employer and a Participant. An Employer shall have no obligation to a Participant under the Plan except as expressly provided in the Plan.
- 15.4 **Nonassignability.** Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person or be transferable by operation of law in the event of a Participant’s or any other person’s bankruptcy or insolvency.
- 15.5 **Not a Contract of Employment.** The terms and conditions of this Plan shall not be deemed to constitute a contract of employment or retention between any Employer (or any of its Affiliates) and the Participant. Such employment is hereby acknowledged to be an “at will” employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, unless expressly provided in a written employment agreement. Nothing in this Plan shall be deemed to give a Participant the right to be retained in the service of any Employer (or any of its Affiliates), either as an employee or otherwise, or to

interfere with the right to discipline or discharge the Participant at any time.

- 15.6 **Furnishing Information.** A Participant or his or her Beneficiary will cooperate with the Administrator by furnishing any and all information requested by the Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Administrator may deem necessary.
- 15.7 **Terms.** Whenever any words are used herein in the masculine, they shall be construed as though they were in the feminine in all cases where they would so apply; and whenever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply.
- 15.8 **Captions.** The captions of the articles, sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
- 15.9 **Governing Law.** Subject to ERISA, the provisions of this Plan shall be construed and interpreted according to the internal laws of the State of Delaware without regard to its conflicts of laws principles.
- 15.10 **Notice.** Any notice or filing required or permitted to be given to the Board under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

If prior to the SpinCo Distribution Date, to:

Jacobs Technology Inc.
600 William Northern Blvd.
Tullahoma, TN 37388

If on or following the SpinCo Distribution Date, to:

Amentum Holdco Inc.
4800 Westfields Blvd.
Chantilly, VA 20151

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

- 15.11 **Successors.** The provisions of this Plan shall bind and inure to the benefit of the Participant's Employer and its successors and assigns and the Participant and the Participant's designated Beneficiaries.
- 15.12 **Spouse's Interest.** The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.
- 15.13 **Validity.** In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.
- 15.14 **Incompetent.** If the Administrator determines in its discretion that a benefit under this Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Administrator may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Administrator may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.
- 15.15 **Payments to Spouses.** The Plan will not honor domestic relations orders, except as determined by the Administrator.
- 15.16 **Distribution in the Event of Taxation.**
- (a) **In General.** If, for any reason, all or any portion of a Participant's benefits under this Plan becomes taxable to the Participant under Code Section 409A prior to receipt, an amount equal to the taxable portion of his or her benefit will be distributed immediately to the Participant in the form of a lump sum (which amount shall not exceed the Participant's unpaid vested Account Balance under the Plan). Such a distribution shall affect and reduce the benefits to be paid under this Plan.
- (b) **Trust.** If the Trust terminates on account of failing to be considered a "grantor trust" or on account of the IRS determining the trust interest to be taxable to one or more Participants or Beneficiaries and benefits are distributed from the Trust to a Participant in accordance with such termination, the Participant's benefits under this Plan shall be reduced to the extent of such distributions.
- 15.17 **Payment Delays due to Employer Insolvency.** Notwithstanding any other provision

in this Plan, payment of a Participant's benefits will be delayed in the event that making the payment will jeopardize the ability of the Employer to continue as a going concern. A payment delayed pursuant to this Section 15.17 will be made during the first calendar year in which making the payment would not have such effect.

- 15.18 **Insurance.** The Employers, on their own behalf or on behalf of the trustee of the Trust, and, in their sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as the Employers may choose. The Employers or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Employers shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Employers have applied for insurance.
- 15.19 **Legal Fees to Enforce Rights After Change in Control.** The Company and each Employer is aware that upon the occurrence of a Change in Control, the Board or the board of directors of a Participant's Employer (which might then be composed of new members) or a shareholder of the Parent or the Participant's Employer, or of any successor corporation, or the Administrator or the Committee, might then cause or attempt to cause the Company, the Participant's Employer or such successor to refuse to comply with its obligations under the Plan and might cause or attempt to cause the Company or the Participant's Employer to institute, or may institute, litigation seeking to deny Participants the benefits intended under the Plan. In these circumstances, the purpose of the Plan could be frustrated. Accordingly, if, following a Change in Control, it should appear to any Participant that the Company, the Participant's Employer or any successor corporation, or the Administrator or any member of the Committee, has failed to comply with any of its obligations under the Plan or any agreement thereunder or, if the Company, such Employer or any other person takes any action to declare the Plan void or unenforceable or institutes any litigation or other legal action designed to deny, diminish or to recover from any Participant the benefits intended to be provided, then the Company and the Participant's Employer irrevocably authorize such Participant to retain counsel of his or her choice at the expense of the Company and the Participant's Employer (who shall be jointly and severally liable) to represent such Participant in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company, the Participant's Employer or any director, officer, shareholder or other person affiliated with the Company, the Participant's Employer or any successor thereto in any jurisdiction. In order to be eligible for counsel at the expense of the Company or successor (or reimbursement of counsel fees to the extent the Company or successor initially refuses to pay such expenses) pursuant to this Section 15.19, fees and expenses must be incurred on or after a Change in Control and before the later of (i) the closing of the Participant's estate, and (ii) the closing of the estate of

each Beneficiary. Any payment made on behalf of a Participant or to which a Participant is entitled pursuant to this Section must be made no later than the last day of the Participant's taxable year following the taxable year in which the related fee or expense is incurred.

- 15.20 **Code Section 409A**. The Plan is intended to avoid any "plan failures" within the meaning of Code Section 409A(a)(1). The Plan shall be interpreted and administered, to the extent possible, in accordance with this intention.

ADDENDUM 1

DOMESTIC PARTNER BENEFITS

Notwithstanding any other provision of the Plan to the contrary, Employees in a Domestic Partnership with a Domestic Partner will be entitled to the same Plan benefits available to Employees married to a Spouse, except to the extent that the extension of such benefit with respect to a Domestic Partner is prohibited by the Internal Revenue Code or ERISA, would result in the imposition of additional taxation, or would otherwise increase the risk of non-compliance with the Code, ERISA, or other applicable law. This Addendum is intended to comply with, and shall be interpreted in a manner that is consistent with, the requirements of Chapter 12B of the San Francisco Administrative Code.

For these purposes:

- (a) “Domestic Partner” means the person, other than a Spouse, with whom the Employee or Participant is either (i) registered as a couple with any government body pursuant to state or local law authorized to perform such registrations, or (ii) substantiated as a couple in accordance with requirements and criteria determined by the Plan Administrator including, for example, use of a notarized affidavit in a form approved by the Plan Administrator.
- (b) “Domestic Partnership” means the relationship between the Employee or Participant and their Domestic Partner. Any requirements for proof of relationship for Domestic Partnerships will be comparable to those for marriage.

In illustration of the foregoing:

- (1) Where the Plan requires Spousal consent with respect to an Employee who is married, the Plan also requires Domestic Partner consent with respect to an Employee who is in a Domestic Partnership.
- (2) Where the Plan provides that a married Employee’s Spouse would be the default beneficiary (for example, if the Employee dies without a valid beneficiary on file), the Plan similarly will provide that an Employee’s Domestic Partner would be the default beneficiary.
- (3) Where the Plan recognizes an Employee’s divorce from their Spouse, the Plan similarly will recognize the termination of an Employee’s Domestic Partnership – for example, in canceling the Employee’s beneficiary designation – but not with respect to recognizing a domestic relations order, which is limited to spouses under applicable Code and ERISA rules.

- (4) Consistent with Treas. Reg. § 1.409A-3(i)(3)(i), unforeseeable emergency withdrawals triggered by an illness or accident of the Domestic Partner, or similar event, will be limited to situations where the Domestic Partner is a tax dependent.
- (5) Consistent with the foregoing examples, references to “spouse” in the Plan document will mean spouse or domestic partner, as applicable.