

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): May 31, 2018

DXC TECHNOLOGY COMPANY

(Exact name of Registrant as specified in its charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-38033
(Commission
File Number)

61-1800317
(I.R.S. Employer
Identification No.)

1775 Tysons Boulevard
Tysons, Virginia
(Address of Principal Executive Offices)

22102
(Zip Code)

Registrant's telephone number, including area code (703) 245-9675

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Emerging growth company

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

Item 1.01 Entry Into a Material Definitive Agreement.

Separation-Related Agreements

On May 31, 2018, DXC Technology Company (“DXC”) entered into several agreements with Perspecta Inc. (“Perspecta”) that set forth the principal actions taken or to be taken in connection with DXC’s spin-off of Perspecta (the “Spin-Off”) and that govern the relationship of the parties following the Spin-Off, including the following:

- a Separation and Distribution Agreement
- an Employee Matters Agreement;
- a Tax Matters Agreement;
- an Intellectual Property Matters Agreement;
- a Transition Services Agreement;
- a Real Estate Matters Agreement;
- a Non-US Agency Agreement

(collectively, the “Separation Agreements”).

A summary of the material terms and conditions of each of the Separation Agreements can be found in the section titled “The Separation and Distribution Agreement and Ancillary Agreements” of the Information Statement provided to DXC stockholders and filed as Exhibit 99.1 (the “Information Statement”), which summaries are incorporated herein by reference. Such summaries do not purport to be complete and are qualified in their entirety by reference to the full text of the agreements, each of which is attached as Exhibits 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7, respectively, and is incorporated herein by reference.

Accounts Receivable Purchase Agreement

On May 31, 2018, Enterprise Services LLC (the “Seller”), a wholly-owned subsidiary of DXC prior to the Spin-Off, entered into a Second Amendment to Master Accounts Receivable Purchase Agreement (the “Second Amendment”), among the Seller, MUFG Bank, Ltd. (f/k/a The Bank of Tokyo Mitsubishi UFJ, Ltd., New York Branch) (“MUFG”), as administrative agent (the “Agent”), and MUFG, The Bank of Nova Scotia and Mizuho Bank, Ltd., as purchasers (collectively, the “Purchasers”), which amends that certain Master Accounts Receivable Purchase Agreement, dated as of July 14, 2017 (as amended by that certain First Amendment to Master Accounts Receivable Purchase Agreement, dated as of January 23, 2018, and the Second Amendment, the “Purchase Agreement”). DXC entered into a Guaranty (the “Guaranty”), dated as of July 14, 2017, made in favor of the Agent, pursuant to which DXC guarantees the obligations of the Seller under the Purchase Agreement. Pursuant to the terms of the Purchase Agreement, DXC requested a termination of the Guaranty in connection with the implementation by DXC of a corporate restructuring which resulted in DXC no longer being the direct or indirect parent of the Seller prior to the Spin-Off. Effective as of May 31, 2018, the Spin-Off became effective and the Guaranty was terminated. Following the Spin-Off, Perspecta became the indirect parent of the Seller and executed a new guaranty of the Seller’s obligations under the Purchase Agreement.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Pursuant to the Separation and Distribution Agreement, dated as of May 31, 2018, by and between DXC and Perspecta, DXC completed the previously announced separation of its U.S. Public Sector business (the “Separation”), which was accomplished by the pro-rata distribution as of 11:59 pm EDT on May 31, 2018 of all the issued and outstanding common stock, par value \$0.01 per share, of Perspecta (the “Perspecta Common Stock”) to DXC’s stockholders of record (the “Distribution”). Prior to the Distribution, Perspecta distributed approximately \$984 million in cash to DXC. In the Distribution, DXC stockholders received one share of Perspecta Common Stock for every two shares of DXC common stock.

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information.

Unaudited pro forma consolidated financial information of DXC giving effect to the Separation, and the related notes thereto, required by Article 11 of Regulation S-X is attached hereto as Exhibit 99.2.

(d) The following exhibits is filed herewith.

Exhibit No.	Description of Exhibit
2.1	<u>Separation and Distribution Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.2	<u>Employee Matters Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.3	<u>Tax Matters Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.4	<u>Intellectual Property Matters Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.5	<u>Transition Services Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.6	<u>Real Estate Matters Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
2.7	<u>Non-US Agency Agreement dated as of May 31, 2018 by and between DXC Technology Company and Perspecta Inc.</u>
99.1	<u>Information Statement (incorporated by reference to Exhibit 99.1 to Perspecta's Form 10 (filed April 30, 2018) (file no. 001-38395)).</u>
99.2	<u>Unaudited Pro Forma Consolidated Financial Information</u>

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.

DXC TECHNOLOGY COMPANY

Dated: June 6, 2018

By: /s/ Paul N. Saleh

Name: Paul N. Saleh

Title: Executive Vice President and Chief Financial Officer

SEPARATION AND DISTRIBUTION AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC TECHNOLOGY COMPANY

and

PERSPECTA INC.

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Schedule 2.13(a)	Delta Guarantees and Letters of Credit to be Removed
Schedule 7.1(a)	Document Retention Policies

This **SEPARATION AND DISTRIBUTION AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018 by and between DXC Technology Company, a Nevada corporation (“**Delta**”), and Perspecta Inc., a Nevada corporation (“**Ultra**”). Each of Delta and Ultra is sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS:

- (A) Delta, acting through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) the Board of Directors of Delta (the “**Board**”) has determined that it is appropriate, desirable and in the best interests of Delta and its stockholders to separate Delta into two separate, publicly traded companies, one for each of (i) the Delta Business, which shall be owned and conducted, directly or indirectly, by Delta and (ii) the Ultra Business, which shall be owned and conducted, directly or indirectly, by Ultra;
- (C) in order to effect such separation, the Board has determined that it is appropriate, desirable and in the best interests of Delta and its stockholders to undertake the Internal Reorganization and, following the completion of the Internal Reorganization, for Delta to distribute pro rata to the Record Holders, all of the issued and outstanding shares of Ultra Common Stock (the “**Distribution**”);
- (D) it is the intention of the Parties that the Distribution qualify as a tax-free distribution (except to the extent of cash received in lieu of fractional shares) under Section 355 of the Internal Revenue Code of 1986, as amended (the “**Code**”);
- (E) it is the intention of the Parties that the contributions of Ultra Assets to, and the assumptions of Ultra Liabilities by, Ultra prior to the Distribution, together with the Distribution, qualify as a reorganization within the meaning of Section 368(a)(1)(D) of the Code; and
- (F) pursuant to the Agreement and Plan of Merger, dated as of October 11, 2017 (the “**Merger Agreement**”), by and among Delta, Ultra, Vencore Holding Corp. (“**Vector**”), KGS Holding Corp. (“**Kodiak**”), Ultra KMS Inc, Ultra First VMS Inc., Ultra Second VMS LLC, The SI Organization Holdings LLC and KGS Holding LLC, immediately following the Distribution, a) Vector Merger Corp will be merged with and into Vector (the “**First Vector Merger**”) with Vector surviving the First Vector Merger, (b) immediately following the First Vector Merger, Vector, as the surviving entity of the First Vector Merger, will be merged with and into Vector Merger LLC (the “**Second Vector Merger**”, and together with the First Vector Merger, the “**Vector Mergers**”) with Vector Merger LLC surviving the Second Vector Merger, and (c) concurrently with the First Vector Merger, the Kodiak Merger Sub will be merged with and into Kodiak (the “**Kodiak Merger**”, and together with the Vector Mergers, the “**Mergers**”, and each, a “**Merger**”) with Kodiak surviving the Kodiak Merger.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General

As used in this Agreement, the following terms shall have the following meanings:

“**Action**” shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

“**Affiliate**” shall mean, when used with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For the purposes of this definition, “**control**”, when used with respect to any Person shall mean 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 or other interests, by Contract or otherwise. It is expressly agreed that for purposes of this Agreement and the Ancillary Agreements no Party or member of any Party’s Group shall be deemed to be an Affiliate of another Party or member of such other Party’s Group, regardless of whether the Parties have one or more directors in common or were under the common control of Delta or Delta’s stockholders prior to the Effective Time.

“**Ancillary Agreements**” shall mean all of the written Contracts (other than this Agreement) entered into in connection with the transactions contemplated hereby, including the Transfer Instruments, the Transition Services Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the IP Matters Agreement, the Commercial License Agreement, the Master Partnered Product and Services Agreement, the Real Estate Matters Agreements and the Non-US Agency Agreement.

“**Annual Reports**” shall have the meaning set out in Section 7.2(c).

“**Annualized Ultra Corporate Expenses**” shall have the meaning set forth in Section 2.2(f)(ii).

“**Assets**” shall mean assets (including goodwill), properties, claims, Intellectual Property and other rights, wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, the rights and obligations with respect to Taxes shall not be treated as Assets.

“**Audited Party**” shall have the meaning set out in Section 7.2(b).

“**Bids**” shall have the meaning set out in Section 2.9.

“**Board**” shall have the meaning set out in Recitals.

“**Business Day**” means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York or Virginia.

“**Claims Administration**” shall mean the processing of claims made under the Company Policies, including the reporting of losses or claims to insurance carriers (including as a result of reports provided to Delta by Ultra), management and defense of claims, the settlement of claims and providing for appropriate releases upon settlement of claims.

“**Code**” shall have the meaning set out in Recitals.

“**Commission**” shall mean the United States Securities and Exchange Commission.

“**Company Policies**” shall mean all Policies, current or past, which are or at any time were maintained by or on behalf of or for the benefit or protection of Delta or any of its predecessors which relate to the Delta Business and/or the Ultra Business, or current or past directors, officers, employees or agents of any of the foregoing Businesses.

“**Confidential Information**” shall mean all non-public, confidential or proprietary Information of or concerning a Party, its Group and/or its Subsidiaries or their past, current or future activities, businesses, finances, assets, liabilities or operations, including any such Information that was acquired by any Party after the Effective Time, or that was provided to a Party by a third party in confidence, except for any Information that is (i) in the public domain or available to the public through no fault of the receiving Party or its Subsidiaries, (ii) lawfully acquired after the Effective Time by such Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Information or (iii) independently developed by the receiving Party after the Effective Time without reference to any Confidential Information.

“**Consents**” shall mean any consents, waivers or approvals from, or notification requirements to, any Person other than a Governmental Entity.

“**Commercial License Agreement**” shall mean one or more Commercial License Agreements by and between Delta and Ultra dated as of the date hereof.

“**Contract**” shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, guarantee, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

“**Corporate Liabilities**” shall mean any and all Liabilities of Delta and its Subsidiaries that arise out of (i) the activities and business of the Delta corporate division as conducted at any time prior to the Effective Time or (ii) any Discontinued Operation to the extent the same are not Ultra Liabilities.

“CPR” shall have the meaning set out in Section 8.2.

“Customer Contract” shall mean a Contract that calls for a Delta Entity or Ultra Entity to deliver goods or services to a customer.

“Debt Exchange” shall have the meaning set forth in the Merger Agreement.

“Delta” shall have the meaning set out in Preamble.

“Delta Assets” shall mean any and all Assets that are owned, leased or licensed, at or prior to the Effective Time, by Delta and/or any of its Subsidiaries, that are not Ultra Assets, including:

- (a) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which are to remain with (or be transferred to) Delta or any other member of the Delta Group;
- (b) the ownership interests in all Entities that are owned by Delta or its Subsidiaries other than the Ultra Entities (such entities, the “Delta Entities”);
- (c) all rights, title and interest in and to the owned real property not allocated to Ultra under the Real Estate Matters Agreement (the “Delta Owned Real Property”);
- (d) all right, title and interest in, to and under the leases or subleases of the real property not allocated to Ultra under the Real Estate Matters Agreement the “Delta Leases”), including, to the extent provided for in any Delta Lease, any land and land improvements, structures, buildings and building improvements, other improvements and appurtenances located thereon;
- (e) all fixtures, machinery, equipment, apparatuses, computer hardware and other electronic data processing and communications equipment, tools, instruments, furniture, office equipment, automobiles, trucks and other transportation equipment and other tangible personal property located at the Delta Owned Real Property or the locations subject to the Delta Leases, except for the Ultra Personal Equipment;
- (f) all personal computers, cellular phones, personal data devices, chairs and other office equipment used primarily by a Delta Group Employee (as defined in the Employee Matters Agreement (the “Delta Personal Equipment”));
- (g) all inventories, including products, goods, materials, parts, raw materials, work in process and supplies;
- (h) all Delta Contracts and any rights or claims arising thereunder;
- (i) (A) all Intellectual Property registrations and applications and the items of unregistered Intellectual Property owned by Delta or its Subsidiaries; (B) all other Intellectual Property owned by Delta or its Subsidiaries; and (C) all physical, tangible and other materials (including source code and website content) embodying any of the foregoing in (A) or (B);
- (j) all licenses, permits, approvals and authorizations which have been issued by any Governmental Entity;
- (k) all Information that is not Ultra Information (the “Delta Information”); provided that regardless of whether Information is Ultra Information or Delta Information, if Delta (or a Delta Group Employee (as defined in the Employee Matters Agreement)) is in possession of such Information as of the Effective Time, Delta shall retain such Information (subject to Section 7.3);
- (l) all deposits, prepaid expenses, letters of credit and performance and surety bonds;
- (m) all bonds, notes, debentures or other debt securities issued by any Person and held by any member of the Delta Group, all loans, advances or other extensions of credit or capital contributions to any Person on the books of any member of the Delta Group and all other investments in securities of any Person held by any member of the Delta Group;
- (n) subject to Section 9 (Insurance), any rights of any member of the Delta Group under any Policies, including any rights thereunder arising after the Effective Time in respect of any Company Policies and all rights in the nature of insurance, indemnification or contribution; and
- (o) any claims, counterclaims, setoffs, rights of recoupment, equity rights or defenses, whether known or unknown, that Delta and/or any of its Subsidiaries may have with respect to any Delta Assets and Delta Liabilities.

Notwithstanding the foregoing, the Delta Assets shall not include any Assets that are expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be Transferred to any member of the Ultra Group, including any Assets specified in the definition of Ultra Assets.

“Delta Business” shall mean (i) the businesses of the Delta Operating Group, other than the Ultra Business, whether conducted prior to, at or after the Effective Time and (ii) any and all businesses of the Delta Group after the Effective Time (including any businesses acquired or established by or for Delta or any of its Subsidiaries after the Effective Time).

“Delta Common Stock” shall mean the common stock of Delta, par value \$0.01 per share.

“Delta Contracts” shall mean any Contract, in each case except for any such Contract or part thereof that is a Ultra Contract, to which Delta or any of its Subsidiaries (other than members of the Ultra Group) is a party as of the date hereof or becomes a party prior to the Effective Time or becomes a party after the Effective Time in respect of quotations, proposals and bids that were pending as of the date hereof or by which it or any of its Subsidiaries or any of their respective Assets is bound as of the date hereof or becomes bound prior to the Effective Time, including:

- (a) any Contract entered into in the name of, or expressly on behalf of, any Delta Entity or Delta Operating Group (or sub-division thereof);
- (b) any Contract that relates primarily to the Delta Business, including any contract providing for the acquisition or disposition of a Delta Entity or any Delta Assets;
- (c) any Contract that represents, underlies or relates primarily to any Delta Assets or Delta Liabilities;
- (d) any Contract or part thereof that is otherwise expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be assigned to any member of the Delta Group; and
- (e) any guarantee, indemnity, representation or warranty of or in favor of any member of the Delta Group.

“Delta Entities” shall have the meaning set out in paragraph (b) of definition Delta Assets.

“Delta Field” shall mean any licenses, services or sales (as applicable), directly or indirectly: (1) under any Existing Delta State and Local Contracts and any extensions, renewals or recompetes thereof or (2) outside the Ultra Field and the Shared Field.

“Delta Group” shall mean Delta, the Delta Entities and each Entity that becomes a Subsidiary of Delta after the Effective Time.

“Delta Indemnitees” shall mean each member of the Delta Group and each of their respective Affiliates from and after the Effective Time and each member of the Delta Group’s and such Affiliates’ respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

“Delta Information” shall have the meaning set out in paragraph (f) of definition Delta Assets.

“Delta Leases” shall have the meaning set out in paragraph (d) of definition Delta Assets.

“Delta Liabilities” shall mean any and all Liabilities to the extent arising out of: (a) the operation or conduct of the Delta Business, as conducted at any time prior to, at or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Delta Group which relates to the Delta Business); (b) the operation or conduct of any business conducted by any member of the Delta Group at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Delta Group which relates to the Delta Business); or (c) any Delta Assets, whether arising prior to, at or after the Effective Time; and each of the following Liabilities (whether arising prior to, at or after the Effective Time):

- (a) any Liabilities to the extent arising out of the Delta Contracts;
- (b) any Corporate Liability;
- (c) any Liabilities to the extent arising out of any (x) Actions or disputes related to the Delta Business and (y) Actions or disputes set forth on Schedule 1.1(a);
- (d) any Liabilities assumed or retained by the Delta Group pursuant to this Agreement or the Ancillary Agreements;
- (e) any Liabilities to the extent arising out of any infringement by the Delta Business of the Intellectual Property of any other Person or breach by the Delta Business of any Contract relating to Intellectual Property;
- (f) any Liabilities to the extent arising out of any (A) violation prior to the Effective Time of any Environmental Laws by the Delta Group or the conduct of the Delta Business, (B) use, treatment, or disposal prior to the Effective Time of Materials of Environmental Concern by or on behalf of the Delta Group or in the conduct of the Delta Business or (C) presence of Materials of Environmental Concern at, or release of Materials of Environmental Concern from any Delta Assets;
- (g) any Liabilities to the extent arising out of any Discontinued Operation that was not related to the Ultra Business;
- (h) any Liabilities arising out of Indebtedness (other than the Ultra Existing Notes, capital leases or, operating leases relating to the Ultra Business or Ultra Assets or under the Financing Agreements) of Delta or any of its Subsidiaries (including the Ultra

Group).

- (i) any Action by any Third Party, including any shareholder derivative action, asserted against any member of the Delta Group or the Ultra Group directly based on any act or omission, or alleged act or omission, taken to effect the Distribution and the other transactions contemplated by this Agreement and the Ancillary Agreements; and
- (j) any Action arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Form 10 (including any amendments thereto), the Information Statement (including any amendments or supplements thereto), or arising out of or based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading with respect to information or statements made or incorporated by reference in the Registration Statement except to the extent such information or statements were provided by or on behalf of Vector, Kodiak or any Enumerated Stockholder for inclusion therein.

Notwithstanding the foregoing, the Delta Liabilities shall not include any Liabilities that are (A) expressly contemplated by any Ancillary Agreement (or the Schedules thereto) as Liabilities to be assumed by any member of the Ultra Group or (B) expressly discharged pursuant to Section 6.1 of this Agreement.

For the avoidance of doubt, no Liability shall be a Delta Liability solely as a result of Delta being named as party to or in any Action relating to any Ultra Liability due to Delta's status as a remaining or legacy Entity, or as a result of its status as the former direct or indirect stockholder of any Entity.

"Delta Operating Group" means the Global Business Services and Global Infrastructure Services business units of the Delta Group.

"Delta Owned Real Property" shall have the meaning set out in paragraph (c) of definition Delta Assets.

"Delta Personal Equipment" shall have the meaning set out in paragraph (k) of definition Delta Assets.

"Delta Stranded Contract" shall have the meaning set out in Section 2.10(a).

"Discontinued Operation" shall mean any operating group, business unit, operation, division, Subsidiary, line of business or investment managed or operated by Delta or any of its Subsidiaries at any time prior to the Effective Time and sold, transferred or otherwise discontinued prior to the Effective Time.

"Dispute Notice" shall have the meaning set out in Section 8.1.

"Disputes" shall have the meaning set out in Section 8.1.

"Distribution" shall have the meaning set out in Preamble.

"Distribution Agent" shall mean Wells Fargo Shareowner Services.

"Distribution Date" shall mean the date, as shall be determined by the Board, on which the Distribution occurs.

"Distribution Date Capital Leases" shall have the meaning set forth in Section 2.2(g).

"Effective Time" shall mean the time on the Distribution Date at which the Distribution occurs.

"Employee Matters Agreement" shall mean the Employee Matters Agreement by and between Delta and Ultra dated as of the date hereof.

"Entity" shall mean any corporation, partnership, limited liability company, joint venture or other entity which may legally hold title to Assets.

"Environmental Laws" shall mean all Laws relating to pollution, protection of the environment, or protection against harmful or deleterious substances.

"Existing Delta State and Local Contracts" shall mean those Contracts and Bids that (a) involve a U.S. state, territorial, municipal, educational or local Governmental Entity, and (b) that relate primarily to the Delta Business, including those set forth on Schedule 1.1(b).

"Existing Ultra State and Local Contracts" shall mean those Contracts and Bids that (a) involve a U.S. state, territorial, municipal, educational or local Governmental Entity, and (b) that relate primarily to the Ultra Business, including those set forth on Schedule 1.1(c).

"Federal Government Customer" shall mean (i) any United States federal Governmental Entity or any branch or location thereof located outside of the Territory and (ii) any Governmental Entity outside the United States if and to the extent that Ultra provides Services to such Governmental Entity located outside the United States that are sponsored or financed by a United States federal Governmental Entity.

“Final Determination” shall have the meaning set forth in the Tax Matters Agreement.

“Financing Agreements” shall mean one or more financing agreements established prior to the Distribution providing for credit facilities and/or loans that will not exceed \$[2,485,000,000] in amounts drawn at the time of Distribution.

“Force Majeure” shall mean, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, labor unrest, pandemics, nuclear incidents, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

“Form 10” shall mean the registration statement on Form 10 to be filed by Ultra with the Commission under the Securities Exchange Act of 1934, as amended, in connection with the Distribution, including all exhibits thereto and any amendment or supplement thereto.

“Governmental Approvals” shall mean any notices or reports to be submitted to, or other registrations or filings to be made with, or any consents, approvals, licenses, permits or authorizations to be obtained from, any Governmental Entity.

“Governmental Entity” shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

“Group” shall mean (i) with respect to Delta, the Delta Group and (ii) with respect to Ultra, the Ultra Group.

“HPE Transition Services Agreement” shall mean the Transition Services Agreement dated as of March 31, 2017 by and between Hewlett Packard Enterprise Company and Delta (formerly Everett Spinco, Inc.).

“HVH” shall have the meaning set forth out in Section 5.3(b)(iv).

“HVH JV Agreement” shall have the meaning set forth in Section 5.3(b)(iv).

“Income Taxes” shall have the meaning set forth in the Tax Matters Agreement.

“Indebtedness” shall mean, with respect to any Person, (i) the principal value, prepayment and redemption premiums and penalties (if any), unpaid fees and other monetary obligations in respect of any indebtedness for borrowed money, whether short term or long term, including all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (ii) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (iii) all liabilities secured by any lien on any assets of such Person, (iv) all liabilities under any swap or hedging arrangement, (v) all interest bearing indebtedness for the deferred purchase price of property or services, (vi) all liabilities under any letters of credit, performance bonds, bankers acceptances or similar obligations, (vii) all interest, prepayment or breakage costs, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i) through (vii), without duplication, all guarantees of indebtedness referred to in the foregoing clauses (i) through (vii).

“Indemnifying Party” shall have the meaning set out in Section 6.4(a).

“Indemnitee” shall have the meaning set out in Section 6.4(a).

“Indemnity Payment” shall have the meaning set out in Section 6.7(a).

“Information” shall mean information and data in written, oral, electronic, computerized, digital or other tangible or intangible forms, stored in any media, including (i) books and records, whether accounting, legal or otherwise, ledgers, studies, reports, surveys, specifications, drawings, blueprints, diagrams, samples, flow charts, marketing plans, customer names and information, communications, correspondence, materials, product literature, files, documents, policies, procedures and manuals, research and analyses of any nature, including operational, technical or legal and (ii) financial and business information, including earnings reports and forecasts, macroeconomic reports and forecasts, all cost information, sales and pricing data, business plans, market evaluations, surveys and credit-related information.

“Information Statement” shall mean the Information Statement attached as an exhibit to the Form 10 to be sent to the Record Holders in connection with the Distribution, including any amendment or supplement thereto.

“Insurance Proceeds” shall mean those monies (i) received by an insured (or its successor-in-interest) from an insurance carrier or (ii) paid by an insurance carrier on behalf of an insured (or its successor-in-interest), in each case net of any applicable deductible or retention.

“Insured Claims” shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Company Policies, whether or not subject to deductibles, co-insurance, uncollectability or retrospectively-rated premium adjustments, but only to the extent that such Liabilities are within applicable Company Policy limits, including aggregates.

“Intellectual Property” shall mean all worldwide intellectual property, proprietary and industrial property rights of any kind, including all (i) patents, patent applications, inventions and invention disclosures and utility models, (ii) Trademarks, (iii) copyrights and copyrightable subject matter, including software, code, algorithms, databases, compilations and documentation, (iv) technology, trade secrets, know-how, processes, formulae, models, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, drawings, blueprints, diagrams, models and prototypes, (v) moral rights and rights of privacy and publicity, (vi) all registrations, applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, renewals, extensions and foreign counterparts thereof and (vii) all rights and remedies against infringement, misappropriation, or other violation of the foregoing prior to the Effective Time.

“Internal Control Audit and Management Assessments” shall have the meaning set out in Section 7.2(a).

“Internal Reorganization” shall mean the transactions described in Annex I.

“IP Matters Agreement” shall mean the Intellectual Property Matters Agreement by and between Delta and Ultra dated as of the date hereof.

“Law” shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives of any Governmental Entity.

“Liabilities” shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, reserved or unreserved, or determined or determinable, including those arising under any Law, claim, demand, Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, the rights and obligations of the Parties relating to Taxes shall not be treated as Liabilities for purposes of this Agreement.

“Liable Party” shall have the meaning set out in Section 2.8(b).

“LIBOR” shall mean the rate (as shown on the Reuters Screen LIBOR 01 Page (or on any successor or substitute page or Reuters, or any successor or substitute for Reuters, providing rate quotations comparable to those currently provided on such page of Reuters) at approximately 11:00 a.m., London time, of the applicable day, for dollar deposits with a six month maturity.

“Lien” shall have the meaning set out in the Merger Agreement.

“Loss” shall mean any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, administrative penalties, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys’, accountants’, consultants’ and other professionals’ fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder), excluding (A) special, consequential, reputational, indirect or punitive damages (other than special, consequential, indirect, reputational and/or punitive damages awarded by a court of competent jurisdiction in connection with a Third Party Claim (and in such a case, only to the extent awarded in such Third Party Claim)) and (B) Liabilities or requirements related to Taxes.

“Master Partnered Product and Services Agreement” shall mean the Master Partnered Product and Services Agreement by and between Delta and Ultra dated as of the date hereof.

“Materials of Environmental Concern” shall mean: any gasoline or petroleum (including crude oil or any fraction thereof) products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, molds, and radioactivity; any substance classified or regulated as hazardous or toxic (or words of similar meaning); and any other substances regulated pursuant to or that could give rise to liability under any applicable Environmental Law.

“Mediation Period” shall have the meaning set out in Section 8.2.

“Merger Agreement” shall have the meaning set out in the recitals.

“Non-US Agency Agreement” shall mean the Non-US Agency Agreement by and between Delta and Ultra dated as of the date hereof.

“NYSE” shall mean the New York Stock Exchange.

“NYSE Rules” shall mean the rules of the New York Stock Exchange.

“Other Party’s Auditors” shall have the meaning set out in Section 7.2(b).

“Party” shall have the meaning set out in Preamble.

“**Permitted Lien**” shall have the meaning set out in the Merger Agreement.

“**Person**” shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

“**Policies**” shall mean insurance policies and insurance contracts of any kind (other than life and employee benefits policies or contracts), including primary, excess and umbrella policies, commercial general liability policies, fiduciary liability, automobile, aviation, property, workers’ compensation and employee dishonesty insurance policies and surety bonds, together with the rights, benefits and privileges thereunder.

“**Post Closing Delta Contracts**” shall have the meaning set out in Section 2.11.

“**Post Closing Delta Contracts Transfer Time**” shall have the meaning set out in Section 2.11.

“**Post Closing Ultra Contracts**” shall have the meaning set out in Section 2.9.

“**Post Closing Ultra Contracts Transfer Time**” shall have the meaning set out in Section 2.9.

“**Pre-Closing Ultra Allocated Corporate Expenses Target**” shall have the meaning set forth in Section 2.2(f)(ii).

“**Preferred Vendor Agreements**” shall mean (1) the Master Preferred Vendor Agreement for Software Products and Services dated as of April 1, 2017 by and between EntIT Software LLC and Delta (formerly Everett SpinCo, Inc.) and (2) the Master Preferred Vendor Agreement for Enterprise Group Products and Services dated as of April 1, 2017 by and between Hewlett Packard Enterprise Company and Delta (formerly Everett SpinCo, Inc.).

“**Privilege**” shall have the meaning set out in Section 7.6(a).

“**Privileged Information**” shall have the meaning set out in Section 7.6(a).

“**Real Estate Matters Agreement**” shall mean the Real Estate Matters Agreement by and between Delta and Ultra dated as of the date hereof.

“**Record Date**” shall mean the date, as determined by the Board, that is the record date for determining the holders of Delta Common Stock entitled to receive Ultra Common Stock in the Distribution.

“**Record Holders**” shall mean holders of Delta Common Stock as of the close of business on the Record Date.

“**Records**” shall mean any Contracts, documents, books, records or files, whether in written, electronic, computerized, digital or other tangible or intangible forms or stored in any media.

“**Rules**” shall have the meaning set out in Section 8.3.

“**Separation Expenses**” shall mean all out-of-pocket fees and expenses incurred, or to be incurred and directly related to the Internal Reorganization, the Distribution and the other transactions contemplated hereby (including such other third party fees and expenses incurred on a non-recurring basis directly as a result thereof, and excluding the costs of salaries and benefits of employees or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees’ employer regardless of the employees’ service with respect to the foregoing), and excluding, for the avoidance of doubt, Transaction Expenses.

“**Shared Contract**” shall have the meaning set out in Section 2.3.

“**Shared Field**” shall mean licenses, services or sales, directly or indirectly, to any United States state, territorial, municipal, educational or local Governmental Entity other than Existing Delta State and Local Contracts or Existing Ultra State and Local Contracts.

“**Solvency Opinion**” shall have the meaning set out in Section 4.4(k).

“**Special Dividend**” shall have the meaning set forth in the Merger Agreement.

“**Subsidiary**” shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity.

“**Tax**” shall have the meaning set forth in the Tax Matters Agreement.

“**Tax Contest**” shall have the meaning of the definition of “Audit” as set forth in the Tax Matters Agreement.

“**Tax Matters Agreement**” shall mean the Tax Matters Agreement by and between Delta and Ultra dated as of the date hereof.

“**Tax Opinion**” shall have the meaning set out in Section 4.4(e).

“**Tax Return**” shall have the meaning set forth in the Tax Matters Agreement.

“**Termination Date**” shall have the meaning set forth in the Merger Agreement.

“**Territory**” shall mean the United States of America.

“**Third Party Claim**” shall have the meaning set out in Section 6.4(b).

“**Third Party Proceeds**” shall have the meaning set out in Section 6.7(a).

“**Trademarks**” shall mean trademarks, service marks, corporate names, trade names, domain names, logos, slogans, designs, social media identifiers, trade dress and other designations of source or origin, together with the goodwill symbolized by any of the foregoing.

“**Transaction Expenses**” shall have the meaning set forth in the Merger Agreement.

“**Transfer**” shall mean transfer, contribute, distribute, assign, and/or convey (and deliver, as applicable), or cause to be transferred, contributed, distributed, assigned, and/or conveyed (and delivered, as applicable).

“**Transfer Instruments**” shall mean, collectively, the various Contracts, resolutions and other documents heretofore entered into and to be entered into to effect the Transfer of Assets and the assumption of Liabilities in the manner contemplated by this Agreement, or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement, in such form or forms as the applicable Parties thereto agree.

“**Transition Services Agreement**” shall mean the Transition Services Agreement by and between Delta and Ultra dated as of the date hereof.

“**Transitional Parent Debt**” shall mean the short-term credit facility provided by Delta with a principal balance of up to \$50,000,000 that Ultra may draw upon at or prior to the Effective Time that must be repaid in full within 10 Business Days after the Distribution Date.

“**Ultra**” shall have the meaning set out in Preamble.

“**Ultra Assets**” shall mean those Assets that are owned, leased or licensed, at or prior to the Effective Time, by Delta and/or any of its Subsidiaries, relating exclusively to, used exclusively in, or arising exclusively from, the Ultra Business, and shall include:

- (a) all Assets of the Entities set forth on Schedule 1.1(d);
- (b) any and all Assets to the extent reflected on the Ultra Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for Ultra or any member of the Ultra Group subsequent to the date of the Ultra Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the Ultra Balance Sheet if prepared on a consistent basis, subject to any dispositions (other than to Delta or any Affiliate of Delta) of any of such Assets in the ordinary course of business subsequent to the date of the Ultra Balance Sheet;
- (c) the ownership interests in those Entities that are set forth on Schedule 1.1(e) (such entities, the “**Ultra Entities**”);
- (d) all rights, title and interest in and to the Owned Real Properties as defined in the Real Estate Matters Agreement;
- (e) any and all other Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which have been or are to be Transferred to Ultra or any other member of the Ultra Group;
- (f) all rights, title and interest in, and to and under the Leases as defined in the Real Estate Matters Agreement;
- (g) all fixtures, machinery, equipment, apparatuses, computer hardware and other electronic data processing and communications equipment, tools, instruments, furniture, office equipment, automobiles, trucks and other transportation equipment and other tangible personal property physically located at the Owned Real Properties (as defined in the Real Estate Matters Agreement) or physically located at the Leased Real Properties (as defined in the Real Estate Matters Agreement), except for the Delta Personal Equipment;
- (h) all personal computers, cellular phones, personal data devices, chairs and other office equipment used exclusively by a Ultra Group Employee (as defined in the Employee Matters Agreement) (the “**Ultra Personal Equipment**”);
- (i) all inventories, including products, goods, materials, parts, raw materials, work-in-process and supplies, relating primarily to, used primarily in, or arising primarily from, the Ultra Business;

- (j) all Ultra Contracts and any rights or claims arising thereunder;
- (k) all licenses, permits, approvals and authorizations issued by any Governmental Entity (including any pending applications therefor), relating exclusively to, used exclusively in or arising exclusively from, the Ultra Business;
- (l) all Information relating exclusively to, used exclusively in, or arising exclusively from, the Ultra Business (the “**Ultra Information**”); provided that regardless of whether Information is Ultra Information or Delta Information, if Ultra (or a Ultra Group Employee (as defined in the Employee Matters Agreement)) is in possession of such Information as of the Effective Time, Ultra shall retain such Information (subject to Section 7.3);
- (m) all deposits, prepaid expenses, letters of credit and performance and surety bonds relating primarily to, used primarily in, or arising primarily from, the Ultra Business;
- (n) subject to Section 9 (Insurance), any rights of any member of the Ultra Group under any Policies, including any rights thereunder arising after the Effective Time in respect of any Policies that are occurrence policies and all rights in the nature of insurance, indemnification or contribution; provided that ownership of the Company Policies shall remain with the Delta Group;
- (o) all rights, title and interest in, and to the Restricted IP as defined in the IP Matters Agreement; and
- (p) any claims, counterclaims, setoffs, rights of recoupment, equity rights or defenses, whether known or unknown, that Delta and/or any of its Subsidiaries may have with respect to any Ultra Assets and Ultra Liabilities.

Notwithstanding the foregoing, the Ultra Assets shall not include any Intellectual Property or other Assets that are expressly contemplated by any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or Transferred to any member of the Delta Group.

“**Ultra Balance Sheet**” shall mean the combined balance sheet of the Ultra Business attached as Section 4.5 to the Delta/Ultra Disclosure Schedule to the Merger Agreement.

“**Ultra Business**” shall mean the (i) business of providing IT, operations and maintenance, and mission support related products and services to (A) Federal Government Customers and (B) certain United States state and local government agencies pursuant to Existing Ultra State and Local Contracts, collectively constituting the United States Public Sector segment of Delta and its Subsidiaries (including the Ultra Group) prior to the Effective Time, and (ii) any and all businesses of the Ultra Group after the Effective Time (including any businesses acquired or established by or for Ultra or any of its Subsidiaries after the Effective Time).

“**Ultra Common Stock**” shall mean the common stock of Ultra, par value \$0.01 per share.

“**Ultra Contracts**” shall mean the following Contracts to which Delta or any of its Subsidiaries (including Ultra) (x) is a party as of the date hereof (or in the case of any Contract that has been fully performed, was a party prior to the date hereof), (y) becomes a party prior to the Effective Time or (z) becomes a party after the Effective Time in respect of quotations, proposals and bids that were pending as of the date thereof or by which it or any of its Subsidiaries or any of their respective Assets is bound as of the date hereof or becomes bound prior to the Effective Time:

- (a) any Contract entered into in the name of, or expressly on behalf of, Ultra or a member of the Ultra Operating Group;
- (b) any Contract that relates exclusively to the Ultra Business, including (A) any Contract that has been fully performed, (B) any Contract that is no longer executory or otherwise remains in effect although is no longer active and (C) any Contract providing for the acquisition or disposition of a Ultra Entity or Ultra Assets;
- (c) any (A) Contract with a Federal Government Customer entered into in connection with the Ultra Business or (B) Existing Ultra State and Local Contracts, in each case including those awarded after the Distribution Date and for which the Bid was pending as of the Distribution Date;
- (d) any Contract, Bid, or pipeline opportunity underlying the “Revenue Contract Waterfall” document attached hereto as Schedule 1.1(f) (together with such Contracts and Existing Ultra State and Local Contracts in (c) above, the “**Ultra Government Contracts**”);
- (e) any Contract or part thereof that is otherwise expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be assigned to any member of the Ultra Group; and
- (f) any guarantee, indemnity, representation or warranty of or in favor of any member of the Ultra Group contained in a Contract that does not otherwise fall within clause (i) through (iv) of this paragraph (aa) and that is by its terms severable from such Contract without breach thereof.

“**Ultra Corporate Expenses**” shall have the meaning set forth in Section 2.2(f)(i).

“**Ultra Entities**” shall have the meaning set out in paragraph (c) of definition Ultra Assets.

“**Ultra Existing Notes**” shall have the meaning set forth in the Merger Agreement.

“**Ultra Field**” shall mean any licenses, services or sales (as applicable), directly or indirectly: (1) to Federal Government Customers or (2) under any Existing Ultra State and Local Contracts and any extensions, renewals or recompetes thereof, including any licenses, services or sales (as applicable) under the Ultra Government Contracts.

“**Ultra FY 19 Corporate Expense Budget**” shall have the meaning set forth in Section 2.2(f)(iii).

“**Ultra Group**” shall mean Ultra, the other Ultra Entities and each Entity that becomes a Subsidiary of Ultra after the Effective Time.

“**Ultra Indemnitees**” shall mean each member of the Ultra Group and each of their respective Affiliates from and after the Effective Time and each member of the Ultra Group’s and such respective Affiliates’ respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

“**Ultra Information**” shall have the meaning set out in paragraph (l) of definition Ultra Assets.

“**Ultra Liabilities**” shall mean any and all Liabilities to the extent arising out of: (a) the operation or conduct of the Ultra Business, as conducted at any time prior to, at or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Ultra Group or that relates to the Ultra Business); (b) the operation or conduct of any business conducted by any member of the Ultra Group at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Ultra Group that relates to the Ultra Business); or (c) any Ultra Assets, whether arising prior to, at or after the Effective Time; and each of the following Liabilities (whether arising prior to, at or after the Effective Time):

- (a) any Liabilities reflected on the Ultra Balance Sheet or the accounting records supporting such balance sheet and any Liabilities incurred by or for Ultra or any member of the Ultra Group (other than Liabilities to Delta or any Affiliate of Delta other than ordinary course trade payables on arm’s-length terms) subsequent to the date of the Ultra Balance Sheet which, had they been so incurred on or before such date and owned as of such date, would have been reflected on the Ultra Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Liabilities subsequent to the date of Ultra Balance Sheet;
- (b) the Ultra Existing Notes;
- (c) any capitalized lease obligations or operating lease obligations relating to the Ultra Business or Ultra Assets;
- (d) any Liabilities to the extent arising out of the Ultra Contracts;
- (e) any Liabilities (without limitation) to the extent arising out of Actions or disputes related to the Ultra Business, other than the Actions or disputes set forth on Schedule 1.1(g) (which shall in no event be Ultra Liabilities) but including the Actions or disputes set forth on Schedule 1.1(h);
- (f) any Liabilities assumed or retained by the Ultra Group pursuant to this Agreement or the Ancillary Agreements;
- (g) any Liabilities to the extent arising out of any infringement by the Ultra Business of the Intellectual Property of any other Person or breach by the Ultra Business of any Contract relating to Intellectual Property;
- (h) all Liabilities to the extent arising out of any (A) violation prior to the Effective Time of any Environmental Laws by the Ultra Group, or the conduct of the Ultra Business, (B) use, treatment, or disposal prior to the Effective Time of Materials of Environmental Concern by or on behalf of the Ultra Group, or in the conduct of the Ultra Business or (C) presence of Materials of Environmental Concern at, or release of Materials of Environmental Concern from, any Ultra Assets;
- (i) for the avoidance of doubt, any Liabilities to the extent arising out of the operation or conduct of the Ultra Business by any Entity that is a Delta Entity under this Agreement but has conducted the Ultra Business at any time prior to the Effective Time
- (j) any Action arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Form 10 (including any amendments thereto), the Information Statement (including any amendments or supplements thereto), or arising out of or based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading with respect to information or statements made or incorporated by reference in the Registration Statement to the extent such information or statements were provided by or on behalf of Vector, Kodiak or any Enumerated Stockholder for inclusion therein.

Notwithstanding the foregoing, the Ultra Liabilities shall not include any Liabilities that are (A) expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be retained or assumed by any member

of the Delta Group, including any Liabilities specified in the definition of Delta Liabilities, (B) expressly discharged pursuant to Section 6.1 of this Agreement or (C) Indebtedness (other than capital leases or under the Financing Agreements).

“**Ultra Operating Group**” means the United States Public Sector business unit of the Delta Group.

“**Ultra Personal Equipment**” shall have the meaning set out in paragraph (h) of definition Ultra Assets.

“**Ultra Stranded Contract**” shall have the meaning set out in Section 2.8(a).

“**Ultra Transaction Expenses**” shall have the meaning set forth in the Merger Agreement.

“**Vector Mergers**” shall have the meaning set forth in the Recitals.

“**Virginia Courts**” shall have the meaning set out in Section 10.17.

1.2 References; Interpretation

References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Sections, Exhibits and Schedules shall be deemed references to Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement. The words “written request” when used in this Agreement shall include email. For the avoidance of doubt, a controlled Affiliate of a Party shall mean a Person controlled, directly or indirectly, by such Party but shall not include any other Person that controls or is under common control with such Party. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

2. THE SEPARATION

2.1 General

Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective reasonable best efforts to consummate the transactions contemplated hereby, including the Internal Reorganization.

2.2 Restructuring; Transfer of Assets; Assumption of Liabilities

- (a) Internal Reorganization. Prior to the Effective Time, the Internal Reorganization shall be completed.
- (b) Transfer of Assets and Assumption of Liabilities. Pursuant to the Transfer Instruments (except as otherwise specifically set forth in any Ancillary Agreement), Delta shall, or shall cause the applicable members of the Delta Group to, Transfer to the applicable members of the Ultra Group all of their right, title and interest in and to the Ultra Assets, and Ultra shall, or shall cause the applicable members of the Ultra Group to, assume all the Ultra Liabilities prior to the Effective Time. For the avoidance of doubt, Ultra and the Ultra Group shall not assume, and following the Effective Time Delta and the Delta Group shall be solely responsible for and shall retain, any Delta Liabilities.
- (c) Transfers and Assumptions Occurring After the Effective Time. Notwithstanding anything herein to the contrary, the Parties acknowledge that certain Transfers of Assets or assumption of Liabilities (as may be provided herein or under the Ancillary Agreements) shall occur after the Effective Time.
- (d) Consents. The Parties shall use their commercially reasonable efforts to obtain from any Governmental Entity or other third party any Governmental Approvals or Consents required to Transfer any of the Ultra Assets as contemplated by this Agreement or any Ancillary Agreement, including, subject to the other provisions of this Agreement, executing substitute guarantees, furnishing letters of credit, instituting escrow arrangements, posting surety or performance bonds or making other arrangements as the counterparty may reasonably request in connection with obtaining a Consent or Government Approval.
- (e) Costs and Expenses. Notwithstanding anything to the contrary contain herein or in any of the Ancillary Agreements, any and all Separation Expenses, regardless of whether such Separation Expenses were incurred prior to, at or following the Effective Time, shall be paid by or on behalf of Delta or, if and to the extent an Ultra Entity has paid any amounts in respect of any Separation Expenses, Delta shall reimburse such Ultra Entity for such Separation Expenses.
- (f) Allocated Costs.
 - (i) Delta shall prepare and send Ultra a breakdown of the expense categories included within the Corporate Dedicated and Corporate Shared and Allocated Expenses allocated to Ultra during the most recent three-month period for which financial information is reasonably available preceding the Distribution Date, which information shall be prepared

using allocation practices and methodologies consistent with Delta's historical past practices and methodologies for such cost apportionment, together with a calculation of the annualized cost, based upon such three-month period, of Corporate Dedicated and Corporate Shared/Allocated expenses included in Ultra's income statement ("**Ultra Corporate Expenses**")

- (ii) If the annualized Ultra Corporate Expenses determined in accordance with paragraph 1 above ("**Annualized Ultra Corporate Expenses**") exceed \$116,000,000 ("**Pre-Closing Ultra Allocated Corporate Expenses Target**"), then Delta shall pay Ultra within 120 days after the Distribution Date an amount not to exceed \$25,000,000 consisting of (a) the excess of such Annualized Ultra Corporate Expense over the Pre-Closing Ultra Allocated Corporate Expenses Target and (b) Ultra's reasonable expenses (including reasonable projected severance and other restructuring costs) in connection with reducing Annualized Corporate Expenses to the Pre-Closing Ultra Allocated Corporate Expenses Target.
- (iii) On or prior to the Distribution Date, Delta shall work with Ultra management to prepare in good faith a budget ("**Ultra FY 19 Corporate Expense Budget**") using budgeting methodologies and practices consistent with Delta's existing management budgeting methodologies and practices and based upon known and expected annual standalone costs of the combined Ultra, Vector, and Kodiak as a publicly traded company during the twelve months following the Distribution covering the categories of activities included within Corporate Expenses. The Ultra FY 19 Corporate Expenses Budget shall reflect the expected combined Corporate Expenses of the merged Ultra, Vector and Kodiak as a publicly traded company, and be consistent with budgets disclosed to credit agencies, lenders, and the Ultra Board of Directors.
- (iv) If Ultra's Pro Rata Share of the Ultra FY 19 Corporate Expense Budget exceeds \$116,000,000, then Delta shall pay Ultra within 120 days after the Distribution Date, an amount not to exceed \$25,000,000, consisting of the excess of Ultra's apportioned amount of the Ultra FY 19 Corporate Expense Budget over the \$116,000,000. Pro Rata Share means a fraction the numerator of which is Ultra's revenues during the immediately preceding four fiscal quarters and the denominator of which is the sum of Ultra's revenues, Vector's revenues and Kodiak's revenues in each case during the four quarter period.
- (v) For avoidance of doubt, in no event shall the sum of all amounts, if any, paid pursuant to paragraph (ii) and paragraph (iv) exceed \$25,000,000.
- (g) Capitalized Lease Obligations. If the aggregate outstanding balance of contractual capitalized lease obligations determined in accordance with Delta's accounting practices, policies and methodologies applied on a consistent basis in accordance with GAAP (without giving effect to any changes in GAAP after the date of the Merger Agreement) that are Ultra Liabilities as of the Distribution Date, other than capitalized lease obligations in respect of new Contracts (which, for the avoidance of doubt, shall not arise in connection with any existing Contracts, addenda, task orders, or any extensions, amendments, renewals or recompetes thereof) awarded after the date of the Merger Agreement ("**Distribution Date Capital Leases**"), exceeds \$300,000,000 and Delta within 180 days after the Distribution shall have failed to take steps necessary to reduce the aggregate outstanding balance of Distribution Date Capital Leases below \$300,000,000, then Delta shall pay Ultra an amount equal to the excess of the aggregate outstanding balance of Distribution Date Capital Leases over \$300,000,000. The amount of Distribution Date Capital Leases shall be calculated using the method set forth in the Financing Agreements, consistently applied, which for avoidance of doubt shall (i) exclude any impact to the book basis resulting from the application of "fair value" purchase accounting adjustments, (ii) include the value of lease cash flow stream obligations only to the extent subject to contractual obligations and (iii) exclude any impact from assumptions pertaining to potential term extensions or end-of-term equipment buyouts.
- (h) No Transfers in Violation of Law or Breach of Contract. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract or the terms of such Contract.

2.3 Treatment of Shared Contracts

Without limiting the generality of the obligations set forth in Section 2.2:

- (a) Unless the Parties otherwise agree or the benefits of any Contract described in this Section are expressly conveyed to the applicable Party pursuant to an Ancillary Agreement, any Contract that is (1) a Delta Asset but inures in part to the benefit or burden of any member of the Ultra Group, or (2) a Ultra Asset but inures in part to the benefit or burden of any member of the Delta Group (each, a "**Shared Contract**"), shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each member of the Ultra Group or the Delta Group, as the case may be, shall be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to the Ultra Business or the Delta Business, respectively; provided, however, that (x) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled) and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended or has not for any other reason been assigned or amended, or

if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, (A) at the reasonable request of the Party (or the member of such Party's Group) to which the benefit of such Shared Contract inures in part, the Party for which such Shared Contract is, as applicable, a Delta Asset or Ultra Asset shall, and shall cause each of its respective Subsidiaries to, for a period ending on the earlier of twelve (12) months after the Distribution Date and the end of the term of such Shared Contract (without any extensions or renewals), take such other reasonable and permissible actions to cause such member of the Ultra Group or the Delta Group, as the case may be, to receive the benefit of that portion of each Shared Contract that relates to the Ultra Business or the Delta Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended to allow) a member of the applicable Group pursuant to this Section 2.3 and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been assumed by a member of the applicable Group pursuant to this Section 2.3 and (B) the Party to which the benefit of such Shared Contract inures in part shall use commercially reasonable efforts to enter into a separate contract pursuant to which it procures such rights and obligations as are necessary such that it no longer needs to avail itself of the arrangements provided pursuant to this Section 2.3(a); provided that, other than in the event of willful breach or misconduct, knowing violation of Law, fraud, willful misrepresentation, or gross negligence of the Party for which such Shared Contract is, as applicable, a Delta Asset or Ultra Asset, such Party, and such Party's applicable Subsidiaries shall not be liable for any actions or omissions taken in accordance with clause (y) of this Section 2.3(a).

- (b) Each of Delta and Ultra shall, and shall cause the members of its Group to, (i) treat for all Income Tax purposes the portion of each Shared Contract inuring to the Delta Business or Ultra Business, as the case may be, as Assets owned by, and/or Liabilities of, as applicable, such Party as of the Effective Time and (ii) neither report nor take any Income Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest relating to Income Taxes).
- (c) For avoidance of doubt:
 - (i) the Preferred Vendor Agreements shall be deemed Shared Contracts, and allocation of minimum purchase obligations between Delta and Ultra shall be governed by Section 7.2 of each Preferred Vendor Agreement; and
 - (ii) to the extent that either Ultra or Delta reasonably determines that an extension of the term of any Services (as that term is defined in the HPE Transition Services Agreement) provided to the Ultra Business under the HPE Transition Services Agreement is appropriate or necessary, the HPE Transition Services Agreement shall be deemed a Shared Contract, and Ultra shall be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to the Ultra Business under the HPE Transition Services Agreement in accordance with Section 2.3(a).

2.4 Intercompany Accounts; Cash Management

- (a) Except for the Transitional Parent Debt and as otherwise set forth in Section 6.1(b), all (i) intercompany receivables, payables and loans (other than receivables, payables and loans otherwise specifically provided for under this Agreement, under any Ancillary Agreement, and other than payables created or required hereby or by any Ancillary Agreement), if any, and (ii) intercompany balances, including in respect of any cash balances, any cash balances representing deposited checks or drafts or any cash held in any centralized cash management system between any member of the Delta Group, on the one hand, and any member of the Ultra Group, on the other hand, which exist and are reflected in the accounting records of the relevant Parties immediately prior to the Effective Time, shall be settled in good faith within 30 days following the Effective Time, provided that any such intercompany balances that represent ordinary course trade payables on arm's-length terms shall be converted into an ordinary trade payable (which shall survive the Effective Time, notwithstanding anything herein (including Section 6.1) to the contrary) as of the Effective Time. Each of the Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by such agreement or agreements in respect of such settlements or capitalizations.
- (b) As between the Parties (and the members of their respective Group) all payments and reimbursements received after the Effective Time by one Party (or member of its Group) to the extent allocated to the other Party (or any member of its Group) pursuant hereto, shall be held by such Party in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and, promptly upon receipt by such Party of any such payment or reimbursement, such Party shall pay or shall cause the applicable member of its Group to pay over to the Party entitled thereto the amount of such payment or reimbursement without right of set-off.

2.5 Transfers Not Effected at or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time

- (a) To the extent that any Transfers contemplated by this Section 2 shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers as promptly following the Effective Time as shall be practicable. Nothing herein shall be deemed to require the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Subsidiaries shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents or Governmental Approvals for the Transfer of all Assets and Assumption of all Liabilities to the fullest extent permitted by applicable Law contemplated to be Transferred and assumed pursuant to this Section 2. In the event

that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party retaining such Asset shall thereafter hold such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii) the Party intended to assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. In addition, the Party retaining such Asset or Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Assuming such Liability in order to place such Party, including but not limited to entering subcontracts for the performance of Contracts that have not transferred, insofar as reasonably possible, in the same position as if such Asset or Liability had been Transferred or assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the member or members of the Delta Group or the Ultra Group entitled to the receipt of such Asset or required to assume such Liability. In furtherance of the foregoing, the Parties agree that, as of the Effective Time, subject to Section 2.2(g), each Party shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to assume pursuant to the terms of this Agreement.

- (b) If and when the Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability, are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected in accordance with and subject to the terms of this Agreement and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue cost on any Party, be deemed to be effective as of the Effective Time.
- (c) Following the second anniversary of the Distribution Date, the Party retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability shall not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party entitled to such Asset or the Person intended to be subject to such Liability.
- (d) After the Effective Time, each Party (or any member of its Group) may receive mail, packages and other communications properly belonging to another Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party is hereby authorized to receive and open all mail, packages and other communications received by such Party that belongs to such other Party, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party or another Party, copies thereof) to such other Party as provided for in Section 10.6. The provisions of this Section 2.5(d) are not intended to, and shall not, be deemed to constitute an authorization by any Party to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of any other Party for service of process purposes.
- (e) With respect to any Assets that have not been Transferred or Liabilities that have not been assumed at or prior to the Effective Time, each of Delta and Ultra shall, and shall cause the members of its respective Group to, (i) treat for all Income Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets at the Effective Time and (B) the deferred Liabilities as liabilities having been assumed and owned by the Person intended to be subject to such Liabilities at the Effective Time and (ii) neither report nor take any Income Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest relating to Income Taxes).

2.6 Transfer Instruments

In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof, any Transfer Instruments necessary to evidence the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its Assets and the valid and effective Assumption by the applicable Party of its assumed Liabilities for Transfers and Assumptions to be effected pursuant to New York Law or the Laws of one of the other states of the United States or the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers or Assumptions to be effected pursuant to non-U.S. Laws, in such form as the Parties shall reasonably agree, including the Transfer of real property by mutually acceptable conveyance deeds as may be appropriate and in form and substance as may be required by the jurisdiction in which the real property is located. The Transfer of capital stock shall be effected by means of executed stock powers and notation on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to Transfer title to stock and, only to the extent required by applicable Law, by notation on public registries.

2.7 Further Assurances; Ancillary Agreements

- (a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement, each of the Parties shall cooperate with each other and use (and shall cause its respective Subsidiaries and Affiliates to use) commercially reasonable efforts prior to, at and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to cause the conditions set forth in Section 4.4 (other than Sections 4.4(a) and 4.4(i)) to be satisfied and to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.
- (b) Without limiting the foregoing, at and after the Effective Time, each Party shall cooperate with the other Party, and without any further consideration, at the cost and expense of the Party on whose behalf the request is made for the twelve (12)-month period following the Distribution Date and thereafter at the cost and expense of the requesting Party, from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer or title, and to make all filings with, and to obtain all Consents and/or Governmental Approvals, any permit, license, Contract, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, including without limitation executing substitute guarantees, furnishing letters of credit, instituting escrow arrangements, posting surety or performance bonds or making other arrangements as the counterparty may reasonably request in connection with obtaining a Consent or Government Approval, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby.
- (c) Without limiting the foregoing, in the event that any Party (or member of such Party's Group) is delivered or receives any Assets to be transferred to the other Party pursuant to this Agreement or the Ancillary Agreements, such Party agrees to promptly return or cause the return of such Assets to the other Party (or member of such other Party's Group as designated by such other Party) at such other Party's expense.
- (d) At or prior to the Effective Time, each of Delta and Ultra shall enter into, and/or (where applicable) shall cause a member or members of their respective Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

2.8 Transfer of Ultra Customer Contracts

- (a) To the extent not obtained prior to the Effective Time, following the Effective Time, Delta and Ultra shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Governmental Approval or other Consent required to novate, transfer or assign to the fullest extent permitted by applicable Law all rights and obligations under each Customer Contract that is a Ultra Contract but under which a member of the Delta Group remains liable and obligated to perform pending such novation, transfer or assignment (each such Contract, an "Ultra Stranded Contract").
- (b) Until such time as (i) such novation, transfer, change of name or assignment occurs (including the receipt of any required Governmental Approval or Consent) or (ii) Ultra is authorized to perform as a subcontractor of Delta Group, whichever shall first occur, such member of the Delta Group shall continue to be bound by such Ultra Stranded Contract and shall take all reasonable measures necessary to pay, perform and discharge fully all the obligations or other Liabilities under such Ultra Stranded Contract, including without limitation maintaining any security clearances required to be maintained pursuant to such Contract and unless not permitted by Law and the terms of such Ultra Stranded Contract to perform any such Ultra Stranded Contract as a subcontractor, Ultra shall, or shall cause a member of its Group to, as a subcontractor for such member of the Delta Group, pay, perform and discharge fully all the obligations or other Liabilities of such member of the Delta Group under such Ultra Stranded Contract from and after the Effective Time.
- (c) Upon the commencement of performance of a Ultra Stranded Contract by Ultra (or another member of the Ultra Group), as subcontractor of such member of the Delta Group:
 - (i) Ultra shall, to the extent reasonably necessary or advisable to pay, perform and discharge fully any Liabilities, or retain the benefits (including pursuant to Section 2.6) associated with such Ultra Stranded Contract or license, have the right to:
 - (A) send correspondence and otherwise communicate with the customer relating to matters under such Ultra Stranded Contract as a subcontractor for the applicable member of the Delta Group;
 - (B) otherwise exercise all rights in respect of such Ultra Stranded Contract as a subcontractor for the applicable member of the Delta Group.
 - (ii) Delta shall continue to:
 - (A) file any Actions in the name of the applicable member of the Delta Group in connection with such Ultra Stranded Contract; and

- (B) maintain complete and accurate records of, and supporting documentation for, all payments received by Delta from or on behalf of customers under Ultra Stranded Contracts. Delta shall provide to Ultra (and internal and external auditors, inspectors, regulators and other representatives that Ultra may designate from time to time), access at reasonable hours for the purpose of performing audits and inspections to examine all information regarding payments made by customers to Delta under Ultra Stranded Contracts and enable Ultra to meet applicable legal and regulatory requirements.
- (iii) Ultra shall provide to Delta all information necessary to prepare an invoice for the services provided to the customer in accordance with the invoicing requirements applicable to the Delta set forth in the applicable Ultra Stranded Contract. Delta shall submit such invoice to the applicable customer and shall will perform those invoicing and other administrative activities necessary to administer such Ultra Stranded Contract.
- (d) Upon (i) the novation, transfer, change of name or assignment of a Ultra Stranded Contract (including the receipt of any required Governmental Approval or Consent) or (ii) the commencement of Ultra's performance of such Ultra Stranded Contract as a subcontractor of Delta Group, whichever shall first occur, except with respect to matters that are the subject of Section 2.11, Ultra shall indemnify Delta and each member of the Delta Group and hold each of them harmless against any Liabilities (other than Delta Liabilities) arising in connection with any such Ultra Stranded Contract.
- (e) Pursuant to Section 2.4, Delta shall use commercially reasonable efforts to pay and remit or cause to be promptly paid or remitted, to Ultra, all cash and other consideration received by it or any member of its Group in respect of such performance by Ultra (or another member of the Ultra Group) within sixty (60) days following receipt of such consideration. For the avoidance of doubt, Delta shall have no obligation to remit payments to Ultra for that portion of any invoice that the applicable customer fails to pay by the invoice due date or as a result of a dispute or the customer's default. In the event of a payment dispute or collection issue with the applicable customer, then, upon Ultra's request, Delta will assign its right to payment under the applicable Ultra Stranded Contract to Ultra.
- (f) If and when the Governmental Approval or Consent for the novation, transfer or assignment of such Ultra Stranded Contract is obtained, Delta (or the applicable member of the Delta Group) shall promptly Transfer or cause the Transfer of all rights, obligations and other Liabilities thereunder to Ultra or to another member of its Group without payment of any further consideration and Ultra, or another member of its Group, without the payment of any further consideration, shall assume such rights and Liabilities to the fullest extent permitted by applicable Law. Delta (or the applicable member of the Delta Group) shall provide reasonable cooperation to Ultra (or the applicable member of the Ultra Group) as reasonably requested and necessary to facilitate the performance by Ultra (or the applicable member of the Ultra Group) of any Ultra Stranded Contract performed or transferred under this Section 2.8, including without limitation transferring any data rights to which the customer is entitled under such Ultra Stranded Contract.

2.9 Post-Closing Ultra Contracts

For up to twelve (12) months following the Effective Time, in connection with Contracts that would otherwise be entered into by Ultra following the Effective Time that (a) are the continuation, extension, renewal, option exercise, follow-on, or work related to Ultra Contracts pending novation, transfer or assignment pursuant to Section 2.8 or (b) result from quotations, proposals or bids ("**Bids**") for new opportunities, in each case to the extent relating to the Ultra Business, including such Contracts that are subject to security-related accreditation or facility security clearance requirements to be eligible to bid or perform such Contracts (such Contracts set forth in clauses (a) and (b), collectively, the "**Post Closing Ultra Contracts**"), Ultra may request that Delta or the applicable member of the Delta Group be, or continue to be, the contracting party for such Bids and Contracts until such time when, after Ultra shall have obtained the necessary novations, accreditations, clearances or assignments to enter into such Contracts and submit such Bids, such Bids and Contracts shall have been Transferred to Ultra (such time, the "**Post Closing Ultra Contracts Transfer Time**"). In furtherance of the foregoing, Ultra and Delta shall use commercially reasonable efforts to, as promptly as practicable, (i) obtain such necessary clearances, (ii) effect the Transfer of any such Post Closing Contracts, including any Assets and Liabilities thereunder, to Ultra and (iii) procure the release of Delta from any obligations or Liabilities thereunder to the fullest extent permitted by applicable Law.

2.10 Transfer of Delta Customer Contracts

- (a) To the extent not obtained prior to the Effective Time, following the Effective Time, Delta and Ultra shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Governmental Approval or other Consent required to novate, transfer or assign to the fullest extent permitted by applicable Law all rights and obligations under each Customer Contract that is a Delta Contract but under which a member of the Ultra Group remains liable and obligated to perform pending such novation, transfer or assignment (each such Contract, a "Delta Stranded Contract").
- (b) Until such time as (i) such novation, transfer, change of name or assignment occurs (including the receipt of any required Governmental Approval or Consent) or (ii) Delta is authorized to perform as a subcontractor of Ultra Group, whichever shall first occur, such member of the Ultra Group shall continue to be bound by such Delta Stranded Contract and shall take all reasonable measures necessary to pay, perform and discharge fully all the obligations or other Liabilities under such Delta Stranded Contract, including without limitation maintaining any security clearances required to be maintained pursuant to such Contract and unless not permitted by Law and the terms of such Delta Stranded Contract to perform any such Delta Stranded

Contract as a subcontractor, Delta shall, or shall cause a member of its Group to, as an agent or subcontractor for such member of the Ultra Group, pay, perform and discharge fully all the obligations or other Liabilities of such member of the Ultra Group under such Delta Stranded Contract from and after the Effective Time.

- (c) Upon the commencement of performance of a Delta Stranded Contract by Delta (or another member of the Delta Group), as subcontractor of such member of the Ultra Group:
- (i) Delta shall, to the extent reasonably necessary or advisable to pay, perform and discharge fully any Liabilities, or retain the benefits (including pursuant to Section 2.6) associated with such Delta Stranded Contract or license, have the right to:
 - (A) send correspondence and otherwise communicate with the customer relating to matters under such Delta Stranded Contract as a subcontractor for the applicable member of the Ultra Group;
 - (B) otherwise exercise all rights in respect of such Delta Stranded Contract as a subcontractor for the applicable member of the Ultra Group.
 - (ii) Ultra shall continue to:
 - (A) file any Actions in the name of the applicable member of the Ultra Group in connection with such Delta Stranded Contract; and
 - (B) maintain complete and accurate records of, and supporting documentation for, all payments received by Ultra from or on behalf of customers under Delta Stranded Contracts. Ultra shall provide to Delta (and internal and external auditors, inspectors, regulators and other representatives that Delta may designate from time to time), access at reasonable hours for the purpose of performing audits and inspections to examine all information regarding payments made by customers to Ultra under Delta Stranded Contracts and enable Delta to meet applicable legal and regulatory requirements.
 - (iii) Delta shall provide to Ultra all information necessary to prepare an invoice for the services provided to the customer in accordance with the invoicing requirements applicable to the Ultra set forth in the applicable Delta Stranded Contract. Ultra shall submit such invoice to the applicable customer and shall perform those invoicing and other administrative activities necessary to administer such Delta Stranded Contract.
- (d) Upon (i) the novation, transfer, change of name or assignment of a Delta Stranded Contract (including the receipt of any required Governmental Approval or Consent) or (ii) the commencement of Delta's performance of such Delta Stranded Contract as a subcontractor of Ultra Group, whichever shall first occur, except with respect to matters that are the subject of Section 2.11, Delta shall indemnify Ultra and each member of the Ultra Group and hold each of them harmless against any Liabilities (other than Ultra Liabilities) arising in connection with any such Delta Stranded Contract.
- (e) Pursuant to Section 2.4, Ultra shall use commercially reasonable efforts to pay and remit or cause to be promptly paid or remitted, to Delta, all cash and other consideration received by it or any member of its Group in respect of such performance by Delta (or another member of the Delta Group) within sixty (60) days following receipt of such consideration. For the avoidance of doubt, Ultra shall have no obligation to remit payments to Delta for that portion of any invoice that the applicable customer fails to pay by the invoice due date or as a result of a dispute or the customer's default. In the event of a payment dispute or collection issue with the applicable customer, then, upon Delta's request, Ultra will assign its right to payment under the applicable Delta Stranded Contract to Delta.
- (f) If and when the Governmental Approval or Consent for the novation, transfer or assignment of such Delta Stranded Contract is obtained, Ultra (or the applicable member of the Ultra Group) shall promptly Transfer or cause the Transfer of all rights, obligations and other Liabilities thereunder to Delta or to another member of its Group without payment of any further consideration and Delta, or another member of its Group, without the payment of any further consideration, shall assume such rights and Liabilities to the fullest extent permitted by applicable Law. Ultra (or the applicable member of the Ultra Group) shall provide reasonable cooperation to Delta (or the applicable member of the Delta Group) as reasonably requested and necessary to facilitate the performance by Delta (or the applicable member of the Delta Group) of any Delta Stranded Contract performed or transferred under this Section 2.8, including without limitation transferring any data rights to which the customer is entitled under such Delta Stranded Contract.

2.11 Post-Closing Delta Contracts

For up to twelve (12) months following the Effective Time, in connection with Contracts that would otherwise be entered into by Delta following the Effective Time that (a) are the continuation, extension, renewal, option exercise, follow-on, or work related to Delta Contracts pending novation, transfer or assignment pursuant to Section 2.10 or (b) result from Bids for new opportunities, in each case to the extent relating to the Delta Business, including such Contracts that are subject to security-related accreditation or facility security clearance requirements to be eligible to bid or perform such Contracts (such Contracts set forth in clauses (a) and (b), collectively, the "Post Closing Delta Contracts"), Delta may request that Ultra or the applicable member of the Ultra Group be, or continue to be, the

contracting party for such Bids and Contracts until such time when, after Delta shall have obtained the necessary novations, accreditations, clearances or assignments to enter into such Contracts and submit such Bids, such Bids and Contracts shall have been Transferred to Delta (such time, the “**Post Closing Delta Contracts Transfer Time**”). In furtherance of the foregoing, Ultra and Delta shall use commercially reasonable efforts to, as promptly as practicable, (i) obtain such necessary clearances, (ii) effect the Transfer of any such Post Closing Contracts, including any Assets and Liabilities thereunder, to Delta and (iii) procure the release of Ultra from any obligations or Liabilities thereunder to the fullest extent permitted by applicable Law.

2.12 DCAA/DCMA

- (a) Delta and Ultra shall each use commercially reasonable efforts at their own cost and expense to assist the other Party with its effort to reach a timely and reasonable settlement of any of its open fiscal years through the Distribution Date (the “**Open Years**”) with the Defense Contract Audit Agency, Defense Contract Management Agency, other Governmental Entities that may be conducting an audit or other authorized representatives of any such Governmental Entity (each, a “**Audit Agency**”). In connection with the resolution of any Open Years, each Party shall make available to the other Party all personnel and pertinent Information in such Party’s possession or under such Party’s control relating thereto as are reasonably required by the other Party.
- (b) Each Party shall keep the other Party reasonably informed of any Open Year matter that could directly impact the other Party. If either Party becomes aware of a material development that could directly impact the other Party, such Party shall, as soon as reasonably practicable thereafter, inform the other Party of the status of and developments relating to such matter
- (c) Upon resolution of any Open Years, each Party shall have responsibility for the costs of any resulting credit or payment due under its Open Years.
- (d) If, after the Effective Date, an Audit Agency, including an agency Inspector General, initiates an audit of an Ultra Contract or a Delta Contract previously held by an Ultra Entity and the issue of the audit relates to work performed by the other Party prior to the Effective Date, the parties agree to cooperate, to the extent required, in responding to such audit, including using reasonable commercial efforts to make documents and employees available for preparation of the audit response. Each Party shall bear its own internal costs and expenses in connection with preparation of the audit response.

2.13 Guarantees; Letters of Credit

- (a) Except as otherwise specified in any Ancillary Agreement, at or prior to the Effective Time or as soon as practicable thereafter, each Party shall (with the reasonable cooperation of the applicable member of the other Party’s Group) use commercially reasonable efforts to have the applicable members of the other Party’s Group removed as guarantor of or obligor for any Delta or Ultra Liability (as applicable), including in respect of those guarantees and letters of credit set forth on Schedule 2.13(a), to the extent that they relate to Delta Liabilities or Ultra Liabilities (as applicable).
- (b) At or prior to the Effective Time, to the extent required to obtain a release from a guaranty (a “**Guaranty Release**”) of any member of the other Party’s Group, each Party shall, as applicable, execute substitute guarantees, furnish letters of credit, institute escrow arrangements, post surety or performance bonds or make other arrangements as the counterparty may reasonably request in connection with obtaining a Guaranty Release.
- (c) If either Party is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.13, (i) such Party shall indemnify and hold harmless the member of the other Party’s Group that is guarantor or obligor thereunder for any Loss arising from or relating thereto (in accordance with the provisions of Section 6) and shall or shall cause another member of its Group, as subcontractor for such guarantor or obligor, to pay, perform and discharge fully all the obligations or other Liabilities of such member of the other Party’s Group; and (ii) such Party agrees not to renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, guarantee, lease, contract or other obligation for which any member of the other Party’s Group is or may be liable without the prior written consent of the other Party or such member of the other Party’s Group, unless all obligations of such member of the other Party’s Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the other Party or such member of the other Party’s Group; provided, however, with respect to any Ultra Lease, in the event a Guaranty Release is not obtained and Ultra wishes to extend the term of such guaranteed lease, then Ultra shall have the option of extending the term if it provides such security to Delta as is reasonably satisfactory to the member of the Delta Group that is guarantor under such guaranteed lease.

2.14 Disclaimer of Representations and Warranties

EACH OF DELTA (ON BEHALF OF ITSELF AND EACH MEMBER OF THE DELTA GROUP) AND Ultra (ON BEHALF OF ITSELF AND EACH MEMBER OF THE Ultra GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY TO ANY PARTY HERETO AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION

HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS, RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR LIEN, NON-INFRINGEMENT, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (a) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR LIEN AND (b) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

3. CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTION

3.1 Certificate of Incorporation; By-laws

Prior to the Distribution Date, Ultra shall take (or cause to be taken) all necessary actions to adopt a Certificate of Incorporation and By-laws substantially in the form attached hereto as Exhibit A to be effective as of the Effective Time.

3.2 Directors

- (a) Prior to the Distribution Date, Delta and Ultra shall take (or cause to be taken) all necessary action to cause the Board of Directors of Ultra to include, immediately prior to the Effective Time, the individuals identified in the Information Statement as director nominees of Ultra.
- (b) On or prior to the "listing date" of Ultra Common Stock (as such term is defined under the NYSE Rules), Delta and Ultra shall take (or cause to be taken) all necessary action to cause the Board of Directors of Ultra to include one independent director (as determined in accordance with the NYSE Rules).

3.3 Officers

- (a) On or prior to the Effective Time, Delta and Ultra shall take (or cause to be taken) all necessary action to cause the individuals identified as such in the Information Statement to be officers of Ultra as of the Effective Time.

3.4 Resignations and Removals

- (a) On or prior to the Effective Time or as soon thereafter as practicable, (i) Delta shall cause all its employees and any employees of its Subsidiaries (excluding any employees of any member of the Ultra Group) to resign or be removed, effective as of the Effective Time, from all positions as officers or directors of any member of the Ultra Group in which they serve, except as otherwise contemplated by Section 3.2(a), and (ii) Ultra shall cause all its employees and any employees of its Subsidiaries to resign, effective as of the Effective Time, from all positions as officers or directors of any members of the Delta Group in which they serve.
- (b) No Person shall be required by any Party to resign from any position or office with another Party if such Person is disclosed in the applicable Information Statement as the Person who is to hold such position or office following the Distribution.

4. THE DISTRIBUTION

4.1 Stock Distribution to Delta Stockholders

At the Effective Time, Delta shall cause the Distribution Agent to distribute all of the outstanding shares of Ultra Common Stock then owned by Delta to the Record Holders, and to credit the appropriate number of such shares of Ultra Common Stock to book entry accounts for each such Record Holder or designated transferee or transferees of such Record Holder. Each Record Holder (or such holder's designated transferee or transferees) shall be entitled to receive in the Distribution one (1) share of Ultra Common Stock for every two (2) shares of Delta Common Stock held by such stockholder; provided that notwithstanding anything herein to the contrary, Delta shall not distribute any fractional shares of Ultra Common Stock and instead, the Distribution Agent will aggregate fractional shares to which Record Holders would otherwise be entitled into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate net cash proceeds from the sales pro rata to each Record Holder who would otherwise have been entitled to receive a fractional share in the Distribution.

4.2 Actions in Connection with the Distribution

- (a) Prior to the Distribution Date, Ultra shall file its Form 10 and such amendments and supplements to its Form 10 as Delta may reasonably request, and such amendments as may be necessary in order to cause the same to become and remain effective as

required by Law, including filing such amendments and supplements to its Form 10 as may be required by the Commission or federal, state or foreign securities Laws. Ultra shall mail to the holders of Delta Common Stock, at such time on or prior to the Distribution Date as Delta shall determine, the Information Statement included in its Form 10, as well as any other information concerning Ultra, its business, operations and management, the transaction contemplated herein and such other matters as Delta shall reasonably determine are necessary and as may be required by Law. Promptly after receiving a request from Delta, to the extent requested, Ultra shall prepare and, in accordance with applicable Law, file with the Commission any such documentation that Delta reasonably determines is necessary or desirable to effectuate the Distribution, and Delta and Ultra shall each use commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable.

- (b) Ultra shall use commercially reasonable efforts in preparing, filing with the Commission and causing to become effective, as soon as reasonably practicable (but in any case prior to the Effective Time), an effective registration statement or amendments thereof which are required in connection with the establishment of, or amendments to, any employee benefit plans of Ultra.
- (c) To the extent not already approved and effective, Ultra shall use commercially reasonable efforts to have approved and made effective, the application for the original listing on the NYSE of the Ultra Common Stock to be distributed in the Distribution, subject to official notice of issuance.
- (d) Delta shall promptly send to each Record Holder a statement concerning information regarding the allocation of tax basis between the Delta Common Stock and Ultra Common Stock held by such stockholder or otherwise satisfy any requirement to so send by instead posting such information on its website in accordance with, and for the time required by, applicable Law.

4.3 Sole Discretion of the Board of Delta

The Board, in its sole and absolute discretion, shall determine the Distribution Date and the Effective Time of the Distribution and the timing of the consummation thereof. In addition, the Board may, at any time and from time to time until the completion of the Distribution, decide to abandon the Distribution.

4.4 Conditions to Distribution

Subject to Section 4.3, the following are conditions to the consummation of the Distribution. These conditions are for the sole benefit of Delta and shall not give rise to or create any duty on the part of Delta or the Board to waive or not waive any such condition.

- (a) The Board shall have authorized and approved the Internal Reorganization and the Distribution, and shall have declared the distribution of Ultra Common Stock to Delta stockholders;
- (b) Each Ancillary Agreement shall have been executed by each party thereto;
- (c) The Form 10 shall have been declared effective by the Commission, no stop order suspending the effectiveness thereof shall be in effect and no proceedings for such purpose shall be pending before or threatened by the Commission;
- (d) The Ultra Common Stock to be delivered in the Distribution shall have been approved for listing on the NYSE, subject to official notice of issuance;
- (e) On or prior to the Distribution Date, Delta shall have received a written opinion from Skadden, Arps, Slate, Meagher & Flom LLP, its tax counsel, in form and substance satisfactory to Delta (in its sole discretion) (the “**Tax Opinion**”), which shall remain in full force and effect, that, subject to the accuracy and completeness of the representations, warranties and covenants set forth in the representation letters from Delta and Ultra accompanying such opinion, (i) the Internal Reorganization, taken together with the Distribution, should qualify as a reorganization within the meaning of Section 368(a)(1)(D) of the Code, (ii) Delta should recognize no gain or loss under Section 361(c) of the Code upon the Distribution and (iii) Delta’s stockholders should recognize no gain or loss under Section 355(a) of the Code upon the receipt of Ultra Stock in the Distribution;
- (f) The Internal Reorganization shall have been completed;
- (g) The Special Dividend shall have been declared and paid to Delta and the Debt Exchange shall have been effected on the terms set forth in the Merger Agreement.
- (h) No order, injunction or decree issued by any Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of all or any portion of the Distribution shall be in effect;
- (i) The Information Statement shall have been mailed to the holders of Delta Common Stock as of the Record Date;
- (j) The actions and events set forth in Section 3.2(a) and Section 3.2(b) shall have occurred; and
- (k) Prior to the Effective Time, the Board shall have obtained written opinions from a nationally recognized valuation firm, in form and substance reasonably satisfactory to Delta, with respect to the capital adequacy and solvency of each of Delta and Ultra after giving pro forma effect to the Distribution and the Special Dividend (each such opinion, a “**Solvency Opinion**”).

5. CERTAIN COVENANTS

5.1 Access to Personnel and Cooperation

- (a) Each employee of a Party (or a member of such Party's Group) shall be entitled to communicate with employees of the other Party (or a member of such Party's Group), subject to compliance with the other provisions this Agreement (including Section 7.5 (Confidentiality)) and the Ancillary Agreements.
- (b) From and after the Effective Time and subject to compliance with the other provisions this Agreement (including Section 7.5 (Confidentiality)) and the Ancillary Agreements, each Party shall, and shall cause each member of its Group and its employees to:
- (i) provide reasonable cooperation and assistance to the other Party and its employees for any matter reasonably requested in connection with the separation of the Ultra Business and the Delta Business and the completion of the transactions contemplated herein and in each Ancillary Agreement,
 - (ii) transfer such knowledge regarding the other Party's Business (or Delta's historical business) that is known by the first Party's employees, at the reasonable request of the other Party or any of its employees;
 - (iii) reasonably assist the other Party in the orderly and efficient transition in becoming a separate company;
 - (iv) reasonably assist the other Party in connection with requests for information from, audits or other examinations of, such other Party by a Governmental Entity; and
 - (v) reasonably assist the other Party in connection with requests for information with respect to conduct prior to the Effective Time by any employee of such other Party insofar as such conduct was the subject of any reported concern, inquiry or investigation relating to non-compliance with any policy governing standards of ethical conduct, subject to appropriate restrictions for classified Information, Privileged information and Confidential Information; provided, however, that no Party shall be required to provide to the other Party any such information (A) that is not permitted to be disclosed under applicable Law, or (B) the unauthorized use or disclosure of which could adversely affect such Party.
- (c) In each case in subsection (a) and (b) above, except as may otherwise be agreed to by the Parties in writing, there shall be no cost to the Party requesting such assistance other than for the actual out-of-pocket costs incurred by the Party (and its employees) providing such assistance; provided that if an employee is requested to provide deliverables or dedicate time to a project, the Parties agree that such services shall be provided pursuant to the Transition Services Agreement.
- (d) In furtherance of, and without limiting, the foregoing, each Party shall make reasonably available to the other Party those employees with particular knowledge of any function or service of which the other Party was not allocated such employees, agents or consultants with particular knowledge in connection with the transactions contemplated herein and in each Ancillary Agreement.

5.2 Periodic Meetings

Unless otherwise agreed to by the Parties, at least once during each fiscal quarter during the twelve (12) month period following the Distribution Date, the Parties shall hold a meeting for the purpose of sharing Information related to this Agreement or the preparation of any Party's financial statements. Each Party shall designate between one (1) and three (3) persons as its standing representatives for such meetings. The Managing Party shall be responsible for scheduling such meeting at reasonably consistent and convenient times and on no less than thirty (30) days' notice. The Parties' standing representatives and others may participate in such meetings in person or other medium by which all participants may hear each other.

5.3 Non-competition

- (a) Except as provided in Section 5.3(b), during the period beginning on the Distribution Date and ending on the second anniversary of the Distribution Date, neither Ultra nor any of its controlled Affiliates will own, manage, operate, control or participate in the ownership, management, operation or control of any company engaged in the Delta Field.
- (b) Nothing contained in this Section 5.3 shall prohibit Ultra or its controlled Affiliates from:
- (i) acquiring or holding shares of capital stock or a partnership or other equity interest in any Person that engages in the Delta Field in the Territory, where such shares or interest represent no more than twenty five percent (25%) of the outstanding voting power in such Person; provided, however, that in any such case, such shares or interests are purchased and/or held solely for investment purposes and Ultra or its Affiliates are not in control of such Person;
 - (ii) acquiring (whether by merger, consolidation, stock or asset purchase or other similar transaction) all or substantially all of the business of any Person fifty percent (50%) or less of whose revenues is derived from the Delta Field within the

Territory; provided, however, that, within twelve (12) months after its acquisition, Ultra or its Affiliates shall use all commercially reasonable efforts to sell the portion of the business of such Person which is then operating in the Delta Field within the Territory if such portion represents more than ten percent (10%) of the pro forma consolidated revenue of Ultra and the acquired business during the fiscal year immediately preceding such acquisition after giving effect to such acquisition;

- (iii) marketing or selling its own products or services that are not in the Delta Field within the Territory; or
 - (iv) owning, managing, operating or controlling (A) Vector and Kodiak or any of their existing Subsidiaries, in each case in substantially the same manner as conducted on the date hereof, provided, however, that, except as provided in the IP Matters Agreement or the Master Partnered Product and Services Agreement, no such activities in the Delta Field shall be expanded or materially modified, and any Contracts that would otherwise be prohibited but for this sub clause (A) shall not be renewed, replaced or materially modified (except where the failure to so renew, replace or modify would cause Vector or Kodiak or its Subsidiaries to breach such Contract)), (B) any business acquired in accordance with (b) (ii) above in substantially the same manner as conducted on the date of the acquisition; and (C) Vector's joint venture interest in HVH Precision Analytics LLC ("HVH") to the extent required pursuant to the Limited Liability Company Agreement of HVH dated as of February 17, 2017 (the "HVH JV Agreement") in substantially the same manner as conducted on the date hereof, provided however that the HVH JV Agreement shall not be renewed, replaced or materially modified (except where the failure to so renew, replace or modify would cause Vector or its Subsidiaries to breach such Contract).
- (c) Except as provided in Section 5.3(d), during the period beginning on the Distribution Date and ending on the second anniversary of the Distribution Date, neither Delta nor any of its controlled Affiliates will own, manage, operate, control or participate in the ownership, management, operation or control of any company engaged in the Ultra Field in the Territory.
- (d) Nothing contained in this Section 5.3 shall prohibit Delta or its controlled Affiliates from:
- (i) acquiring or holding shares of capital stock or a partnership or other equity interest in any Person that engages in the Ultra Field in the Territory, where such shares or interest represent no more than twenty five percent (25%) of the outstanding voting power in such Person; provided, however, that in any such case, such shares or interests are purchased and/or held solely for investment purposes and Delta or its Affiliates are not in control of such Person;
 - (ii) acquiring (whether by merger, consolidation, stock or asset purchase or other similar transaction) all or substantially all of the business of any Person fifty percent (50%) or less of whose revenues is derived from the Ultra Field within the Territory; provided, however, that, within twelve (12) months after its acquisition, Delta or its Affiliates shall use all commercially reasonable efforts to sell the portion of the business of such Person which is then operating in the Ultra Field within the Territory if such portion represents more than ten percent (10% of the pro forma consolidated revenue of Delta and the acquired business during the fiscal year immediately preceding such acquisition after giving effect to such acquisition;
 - (iii) marketing or selling its own products or services that are not in the Ultra Field within the Territory;
 - (iv) owning, managing, operating or controlling (A) Tribridge, Inc. or any of its existing Subsidiaries, in each case in substantially the same manner as conducted on the date hereof, provided, however, that, except as provided in the IP Matters Agreement or the Master Partnered Product and Services Agreement, no such activities in the Ultra Field shall be expanded or materially modified, and any Contracts that would otherwise be prohibited but for this sub clause (A) shall not be renewed, replaced or materially modified (except where the failure to so renew, replace or modify would cause Tribridge, Inc. or its Subsidiaries to breach such Contract) and (B) any business acquired in accordance with (b) (ii) above in substantially the same manner as conducted on the date of the acquisition
 - (v) owning, managing, operating or controlling any business acquired in accordance with (d)(ii) above in substantially the same manner as conducted on the date of the acquisition.

5.4 Tax Matters

- (a) Delta and Ultra shall, and shall cause their respective Subsidiaries to, use their reasonable best efforts to seek, as promptly as practical, the Tax Opinion.
- (b) Prior to the Distribution Date, Delta and Ultra shall, and shall cause their respective Subsidiaries to, terminate any tax sharing, indemnity, allocation or similar agreement primarily related to Taxes (other than the Tax Matters Agreement) between Delta and any of its Subsidiaries on the one hand and Ultra and its Subsidiaries on the other hand such that no party to any such agreement shall have any obligations or rights thereunder after the Distribution Date (other than the Tax Matters Agreement).

5.5 Solvency Opinion

Delta shall use its reasonable best efforts (a) to obtain each Solvency Opinion contemplated by Section 4.4(k) prior to the Termination Date, and (b) to promptly take or cause to be taken all actions, and shall promptly use its reasonable best efforts to do or cause to be done and assist and cooperate with the other Party in doing all things necessary, proper or advisable to obtain each such Solvency Opinion prior to the Termination Date.

6. INDEMNIFICATION

6.1 Release of Pre-Distribution Claims

- (a) Except (i) as provided in Section 6.1(b), (ii) as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (iii) for any matter for which any Party is entitled to indemnification pursuant to this Section 6, each Party (A) for itself and each member of its respective Group, their respective Affiliates as of immediately prior to the Effective Time and, to the extent legally permissible, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of their Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge the other Parties and the other members of such other Parties' Group, their respective Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of such other Parties (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements and (B) in any event will not, and will cause its respective Subsidiaries not to, bring any Action or claim against any member of the other Groups in respect of any such Liabilities.
- (b) Nothing contained in this Agreement shall impair or otherwise affect any right of any Party and, as applicable, a member of such Party's Group, to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement or in any Ancillary Agreement to continue in effect after the Effective Time. In addition, nothing contained in Section 6.1(a) shall release any person from:
- (i) any Liability assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement including (A) with respect to Delta, any Delta Liability and (B) with respect to Ultra, any Ultra Liability;
- (ii) any Liability for the sale, lease, construction, manufacture or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from or on behalf of a member of any other Group prior to the Effective Time;
- (iii) any Liability provided in or resulting from any other Contract or understanding that is entered into after the Effective Time between any Party (and/or a member of such Party's or Parties' Group), on the one hand, and any other Party or Parties (and/or a member of such Party's or Parties' Group), on the other hand;
- (iv) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Section 6 and, if applicable, the appropriate provisions of the Ancillary Agreements; and
- (v) Liabilities under the Transitional Parent Debt.

In addition, nothing contained in Section 6.1(a) shall release Delta from indemnifying any director, officer or employee of Ultra who was a director, officer or employee of Delta or any of its Affiliates prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to then existing obligations.

- (c) Each Party shall not, and shall not permit any member of its Group to, make any claim, demand or offset, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against any other Party or any member of any other Party's Group, or any other Person released pursuant to Section 6.1(a), with respect to any Liabilities released pursuant to Section 6.1(a).
- (d) It is the intention of each Party, by virtue of the provisions of this Section 6.1, to provide, to the fullest extent permitted by applicable Law, for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed at or before the Effective Time, whether known or unknown, between or among any Party (and/or a member of such Party's Group), on the one hand, and any other Party or Parties (and/or a member of such Party's or Parties' Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such

members at or before the Effective Time), except as specifically set forth in [Section 6.1\(a\)](#) and [Section 6.1\(b\)](#). At any time, at the reasonable request of any other Party, each Party shall cause each member of its respective Group and, to the extent practicable, each other Person on whose behalf it released Liabilities pursuant to this [Section 6.1](#) to execute and deliver releases, to the fullest extent permitted by applicable Law, reflecting the provisions hereof.

6.2 Indemnification by Delta

Except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Delta shall and shall cause the other members of the Delta Group to indemnify, defend and hold harmless the Ultra Indemnitees from and against any and all Losses of the Ultra Indemnitees arising out of, by reason of or otherwise in connection with (a) the Delta Liabilities or alleged Delta Liabilities or (b) any breach by Delta of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

6.3 Indemnification by Ultra

Except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Ultra shall and shall cause the other members of the Ultra Group to indemnify, defend and hold harmless the Delta Indemnitees from and against any and all Losses of the Delta Indemnitees arising out of, by reason of or otherwise in connection with (a) the Ultra Liabilities or alleged Ultra Liabilities or (b) any breach by Ultra of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

6.4 Procedures for Indemnification

- (a) Other than with respect to Third Party Claims, which shall be governed by [Section 6.4\(b\)](#), each Delta Indemnitee and Ultra Indemnitee (each, an “**Indemnitee**”) shall notify in writing, with respect to any matter that such Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement, the Party which is or may be required pursuant to this [Section 6](#) or pursuant to any Ancillary Agreement to make such indemnification (the “**Indemnifying Party**”), within thirty (30) days of such determination, stating the amount of the Loss claimed, if known, and method of computation thereof, and referring to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure. Each such Indemnitee shall provide the applicable Indemnifying Party with reasonable access, upon reasonable prior written notice and during normal business hours, in a manner so as not to unreasonably interfere in any material respect with the normal business operations of such Indemnitee, to its books and records, properties and personnel relating to the claim the Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement.
- (b) Third Party Claims. If a claim or demand is made by any Person who is not a party to this Agreement (a “**Third Party Claim**”) against an Indemnitee as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing, and in reasonable detail, of the Third Party Claim promptly (and in any event within thirty (30) days) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this or the preceding sentence shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually and materially prejudiced as a result of such failure.
- (c) Other than in the case of Taxes addressed in the Tax Matters Agreement, the Indemnifying Party shall be entitled to participate in the defense of any Third Party Claim and, if it so chooses, to assume the defense thereof, at such Indemnifying Party’s own cost and expense and by such Indemnifying Party’s own counsel, that is reasonably acceptable to the Indemnitee, within thirty (30) days of the receipt of such notice from such Indemnitee; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x) is an allegation of a criminal violation or (y) seeks injunctive relief against the Indemnitee. In connection with the Indemnifying Party’s defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party’s expense, all witnesses, pertinent Information, materials and information in such Indemnitee’s possession or under such Indemnitee’s control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event of that any of the Indemnities reasonably believes there is a conflict of interest between the Indemnifying Party and the applicable Indemnitee, such Indemnitee shall be entitled to retain, at the Indemnifying Party’s expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter.
- (d) Notwithstanding any assumption of defense of a Third Party Claim by an Indemnifying Party in accordance with [Section 6.4\(c\)](#), in the event that in the course of defending such Third Party Claim the Indemnifying Party or the other Party becomes aware that the subject matter of such Third Party Claim relates to a Liability of the other Party and not to a Liability of such Indemnifying Party, then the Indemnifying Party shall, subject to the prior written consent of the other Party to which such

Liability belongs (which consent shall not be unreasonably withheld or delayed), use commercially reasonable efforts to transfer the defense of such claim to such other Party, and shall thereafter cooperate fully with such other Party in such defense and make available to such other Party, at such Party's expense, all witnesses, pertinent Information, materials and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating to such Third Party Claim as are reasonably required by such other Party.

- (e) Until and unless the Indemnifying Party assumes responsibility for defending a Third Party Claim, such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If the Indemnitee is conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnitee in such defense and make available to the Indemnitee, at the Indemnitee's expense, all witnesses, pertinent Information, and material in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee.
- (f) Unless the Indemnifying Party has failed to assume the defense of the Third Party Claim in accordance with the terms of this Agreement, no Indemnitee may settle or compromise any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- (g) In the case of a Third Party Claim, no Indemnifying Party shall consent to entry of any judgment or enter into any settlement of the Third Party Claim without the prior written consent of the Indemnitee (not to be unreasonably withheld or delayed) if the effect thereof is to permit any injunction, declaratory judgment or other non-monetary relief to be entered, directly or indirectly, against any Indemnitee. For the avoidance of doubt, no such consent shall be required to the extent such judgment or settlement is for monetary damages.
- (h) Except as otherwise set forth in Section 7.6, or as set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the indemnification provisions of this Section 6 shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Section 6 against any Indemnifying Party. For the avoidance of doubt, all disputes in respect of this Section 6 shall be resolved in accordance with Section 8.

6.5 Cooperation in Defense and Settlement

- (a) With respect to any Third Party Claim that implicates both Parties in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements (a "**Shared Matter**"), the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that will preserve for all Parties any Privilege with respect thereto). Notwithstanding anything to the contrary herein, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared in proportion to their expected financial exposure) or retain separate counsel (in which case each Party will bear the cost of its separate counsel) with respect to any Shared Matter. If the Parties jointly retain counsel and the expected financial exposure is not reasonably estimable, then the Parties shall equally share the cost of joint counsel until such time as the expected financial exposure is finally determined. The Party with the greater financial exposure to a Shared Matter (taking into account the provisions of this Article 6) shall manage such Shared Matter, provided that any outside counsel employed by a Party managing the Third Party Claim with respect thereto shall be subject to the approval of the other Party (not to be unreasonably withheld); provided further, that if the Third Party Claim involves the pursuit of any criminal sanctions or penalties or seeks equitable or injunctive relief against any Party or a Subsidiary of a Party, that Party shall be entitled to control the defense of the claim against such Party. The party managing such Shared Matter shall on a quarterly basis, or if a material development occurs as soon as reasonably practicable thereafter, inform the other Party of the status of and developments relating to any Shared Matter and provide copies of any material document, notices or other materials related to such Shared Matter; provided that the failure to provide any such information shall not be a basis for liability of a Party managing such Shared Matter except and solely to the extent the other Party shall have been actually prejudiced thereby.
- (b) Delta and Ultra each agree that at all times from and after the Effective Time, if an Action is commenced by a third party naming both Parties (or any member of such Parties' respective Groups) as defendants and with respect to which a named Party (or any member of such Party's respective Group) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement or any Ancillary Agreement, then the other Party shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

6.6 Indemnification Payments

Indemnification required by this Section 6 shall be made by periodic payments of the amount of Losses in a timely fashion during the course of the investigation or defense, as and when bills are received or a Loss incurred.

6.7 Indemnification Obligations Net of Insurance Proceeds and Other Amounts

- (a) Any Loss subject to indemnification pursuant to this Section 6 shall be calculated (i) net of insurance proceeds that actually reduce the amount of the Loss, (ii) net of any proceeds received by the Indemnitee from any third party for indemnification for

such Liability that actually reduce the amount of the Loss (“**Third Party Proceeds**”) and (iii) net of any Tax benefits actually realized in accordance with, and subject to, the principles set forth or referred to in Section 2.4 of the Tax Matters Agreement. Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Section 6 to any Indemnitee pursuant to this Section 6 shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Loss (an “**Indemnity Payment**”) and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

- (b) The Parties acknowledge that the indemnification provisions hereof do not relieve any insurer who would otherwise be obligated to pay any claim to pay such claim. In furtherance of the foregoing, the Indemnitee shall use commercially reasonable efforts to seek to collect or recover any Insurance Proceeds and any Third Party Proceeds (other than Insurance Proceeds under an arrangement where future premiums are adjusted to reflect prior claims in excess of prior premiums) to which the Indemnitee is entitled in connection with any Loss for which the Indemnitee seeks indemnification pursuant to this Section 6; provided that the Indemnitee’s inability to collect or recover any such Insurance Proceeds or Third Party Proceeds (despite having used commercially reasonable efforts) shall not limit the Indemnifying Party’s obligations hereunder.

6.8 Additional Matters; Survival of Indemnities

- (a) The indemnity agreements contained in this Section 6 shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; (ii) the knowledge by the Indemnitee of Losses for which it might be entitled to indemnification hereunder; and (iii) any termination of this Agreement following the Effective Time.
- (b) The rights and obligations of each Party and their respective Indemnitees under this Section 6 shall survive the sale or other Transfer by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Loss of any Indemnitee related to such Assets, businesses or Liabilities.

7. PRESERVATION OF RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGE

7.1 Preservation of Corporate Records

- (a) Except to the extent otherwise provided herein or in any Ancillary Agreement, a Party maintaining or providing Records or access to Information to the other Party under this Agreement shall be entitled to receive from such other Party, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees’ employer regardless of the employees’ service with respect to the foregoing), as may be reasonably incurred in providing such Records or access to Information.
- (b) The Parties shall comply with those document retention policies as shall be set forth on Schedule 7.1(a) hereto or otherwise established and agreed to in writing by their respective authorized officers at or prior to the Effective Time in respect of Records and related matters. For the avoidance of doubt, each Party shall comply with the records retention requirements applicable to their respective contract with a Government Customer.

7.2 Financial Statements and Accounting; Government Audits

Each Party agrees to provide assistance and reasonable access to its properties, Records, other Information and personnel set forth in this Section 7.2 at the request of the other Party: (i) at any time, with the consent of the other Party (not to be unreasonably withheld or delayed) for reasonable business purposes relating to financial reporting and other regulatory obligations (including disclosure obligations) or other obligations to Government Entities; (ii) from the Effective Time until the completion of each Party’s audit for the fiscal year ending March 31, 2019 (or thereabout), in connection with the preparation and audit of each Party’s financial statements for the fiscal years ending March 31, 2018 (or thereabout) and March 31, 2019 (or thereabout) (including financial statements for any interim periods), the printing, filing and public dissemination of such financial statements and the audit of each Party’s internal controls over financial reporting and management’s assessment thereof and management’s assessment of each Party’s disclosure controls and procedures, if required; (iii) in the event that either Party changes its independent auditors within two (2) years following the Distribution Date, reasonable access on the terms set forth in this Section 7.2 for a period of up to one hundred and eighty (180) days from such change; and (iv) to the extent reasonably necessary to respond to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission or an audit request from the Defense Contract Audit Agency or the Defense Contract Management Agency. Without limiting the foregoing, each Party agrees as follows:

- (a) Financial Statements. Each Party shall provide reasonable access to the other Party on a timely basis to all Information reasonably required to meet its schedule for the preparation, printing, filing, and public dissemination of its quarterly and annual financial statements and for management’s assessment of the effectiveness of its disclosure controls and procedures and its internal controls over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K and, to the

extent applicable to such Party, its auditor's audit of its internal controls over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and the Public Company Accounting Oversight Board's rules and auditing standards thereunder, if required (such assessments and audit being referred to as the "**Internal Control Audit and Management Assessments**"). Without limiting the generality of the foregoing, each Party shall provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance, if requested, to each other Party's auditors with respect to Information to be included or contained in such other Party's annual financial statements and to permit such other Party's auditors and management to complete the Internal Control Audit and Management Assessments, for all required periods in the fiscal years ending March 31, 2018 (or thereabout) and March 31, 2019 (or thereabout).

- (b) Access to Audit Personnel and Records. Except to the extent otherwise contemplated by the Ancillary Agreements, each Party shall authorize its respective auditors to make reasonably available to the other Party's auditors (the "**Other Party's Auditors**") both the personnel who performed or are performing the annual audits of such audited Party (each Party with respect to its own audit, the "**Audited Party**") and work papers related to the annual audits of such Audited Party (subject to the execution of any reasonable and customary access letters that such Audited Party's auditors may require in connection with the review of such work papers by such Other Party's Auditors), in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its timetable for the printing, filing and public dissemination of its annual financial statements.
- (c) Annual Reports. Each Party shall deliver to the other Party a reasonably complete draft of the portions of the annual report (and financial statements required to be filed therewith) for the fiscal year ending March 31, 2018 (or thereabout) (the "**Annual Report**") that relate to or directly discuss the Distribution and the other transactions contemplated by this Agreement, no later than two weeks prior to the date such Annual Report is expected to be filed; provided, however, that for the avoidance of doubt, each Party may continue to revise its respective Annual Report prior to the filing thereof, with material changes to the portions of the Annual Report and accompanying financial statements that are required to be shared hereunder to be delivered to the other Party as soon as reasonably available. Each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences relating to the Distribution and other transactions contemplated by this Agreement between the financial statements to be included in such Party's Annual Report and the pro forma financial statements included, as applicable, in the Form 10 or the Form 8-K to be filed by Delta with the Commission on or about the time of the Distribution. If any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of any Annual Report, to consult with each other in respect of such differences and the effects thereof on the Parties' Annual Reports. Notwithstanding anything herein to the contrary, neither Party shall be required to disclose to the other Party events or occurrences that such Party determines in good faith to be significant or material to such Party and that are not appropriate for disclosure.
- (d) Nothing in this Section 7 shall require any Party to violate any agreement with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business; provided, however, that in the event that a Party is required under this Section 7.2 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such third party's written consent to the disclosure of such Information.

7.3 Provision of Information

Other than in circumstances in which indemnification is sought pursuant to Section 6 (in which event the provisions of such Section shall govern) or for matters related to provision of Tax Records (in which event the provisions of the Tax Matters Agreement shall govern), and subject to appropriate restrictions for classified Information, Privileged Information or Confidential Information:

- (a) If Information that is retained by Delta (pursuant to the proviso in Section 1.1(14)(xii)) is (i) Delta Information but used in or related to the Ultra Business, Ultra shall have the right to access and use such Information and make reasonable copies thereof but solely for its internal purposes consistent with past practice, subject to applicable security restrictions and confidentiality obligations as set forth in Section 7.5 (Confidentiality) and (ii) Ultra Information, Ultra shall have the right to access and use such Information and make reasonable copies thereof, which copies shall be included in the Ultra Assets;
- (b) If Information that is retained by Ultra (pursuant to the proviso in Section 1.1(19)(xii)) is (i) Ultra Information but used in or related to the Delta Business, Delta shall have the right to access and use such Information and make reasonable copies thereof but solely for its internal purposes consistent with past practice, subject to applicable security restrictions and confidentiality obligations as set forth in Section 7.5 and (ii) is Delta Information, Delta shall have the right to access and use such Information and make reasonable copies thereof, which copies shall be included in the Delta Assets.

7.4 Witness Services

Except in the event the Parties are opposing one another in an Action, in which case normal discovery rules shall apply, at all times from and after the Effective Time, Delta and Ultra shall each use its commercially reasonable efforts to make available to the other Party, upon reasonable written request, its and its Subsidiaries' former (to the extent practicable) and then-current directors, officers,

employees, other personnel and agents of such Party as witnesses and any Records or other Information within its control or which it otherwise has the ability to make available (other than materials covered by any Privilege) to the extent that such Persons (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or Records or other Information may reasonably be required to testify, in the case of Persons, or be provided, in the case of Records or Information, in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions between members of each Group). A Party providing a witness to the other Party under this Section shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses; provided that, notwithstanding the foregoing, the Party providing a witness shall be entitled to receive the pro rata portion of the costs of salaries and benefits of such employees with respect to whom at least thirty percent (30%) of their professional time over a period of one month or greater is dedicated to such witness services), as may be reasonably incurred and properly paid under applicable Law.

7.5 Confidentiality

- (a) Notwithstanding any termination of this Agreement, each Party shall hold, and shall cause each of its respective Subsidiaries to hold, and shall cause its and their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, and not to disclose or release or, except as otherwise permitted by this Agreement or any Ancillary Agreement, use, without the prior written consent of the Party to whom the Confidential Information relates (which may be withheld in such Party's sole and absolute discretion, except where disclosure is required by applicable Law), any and all Confidential Information (as defined herein) concerning or belonging to the other Party; provided that each Party may disclose, or may permit disclosure of, Confidential Information (i) to its respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such Information and are informed of the obligation to hold such Information confidential and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any of its respective Subsidiaries is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule or is advised by outside counsel in connection with a governmental proceeding that it is advisable to do so, (iii) as required in connection with any legal or other proceeding by one Party against any other Party, (iv) as necessary in order to permit a Party to prepare and disclose its financial statements, Tax Returns or other required disclosures, (v) as necessary for a Party to enforce its rights or perform its obligations under this Agreement (including pursuant to Section 2.3) or an Ancillary Agreement or (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii), (iii), (iv), (v) or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.
- (b) Each Party acknowledges that it and the other members of its Group may have in its or their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with such third party while such Party and/or members of its Group were part of the Delta Group. Each Party shall comply, and shall cause the other members of its Group to comply, and shall cause its and their respective officers, employees, agents, consultants and advisors (or potential buyers) to comply, with all terms and conditions of any such third-party agreements entered into prior to the Effective Time, with respect to any confidential and proprietary Information of third parties to which it or any other member of its Group has had access.
- (c) The Parties agree that irreparable damage may occur in the event that the provisions of this Section 7.5 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to seek an injunction or injunctions to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
- (d) For the avoidance of doubt, the disclosure and sharing of Privileged Information shall be governed by Section 7.6 and not by this Section 7.5.

7.6 Privilege Matters

- (a) Pre-Separation Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the Delta Group and the Ultra Group, and that each of the members of the Delta Group and the Ultra Group should be deemed to be the client with respect to such pre-separation services for the purposes of asserting all privileges, immunities, or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("**Privilege**"). The Parties shall have a shared Privilege with respect to all Information subject to Privilege ("**Privileged Information**") which relates to such

pre-separation services. For the avoidance of doubt, Privileged Information within the scope of this Section 7.6 includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel.

- (b) Post-Separation Services. The Parties recognize that legal and other professional services will be provided following the Effective Time to each of Delta and Ultra. The Parties further recognize that certain of such post-separation services will be rendered solely for the benefit of Delta or Ultra, as the case may be, while other such post-separation services may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve Delta and Ultra. With respect to such post-separation services and related Privileged Information, the Parties agree as follows:
- (i) All Privileged Information relating to any claims, proceedings, litigation, disputes, or other matters which involve Delta and Ultra shall be subject to a shared Privilege between the Parties involved in the claims, proceedings, litigation, disputes, or other matters at issue; and
- (ii) Except as otherwise provided in Section 7.6(b)(i), Privileged Information relating to post-separation services provided solely to one of Delta or Ultra shall not be deemed shared between the Parties, provided that the foregoing shall not be construed or interpreted to restrict the right or authority of the Parties (x) to enter into any further agreement, not otherwise inconsistent with the terms of this Agreement, concerning the sharing of Privileged Information or (y) otherwise to share Privileged Information without waiving any Privilege which could be asserted under applicable Law.
- (c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Sections 7.6(a) or (b):
- (i) Subject to Section 7.6(c)(iii) and (iv), no Party may waive any Privilege which could be asserted under any applicable Law, and in which the other Party has a shared Privilege, without the consent of the other Party, which shall not be unreasonably withheld or delayed. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within ten (10) days after written notice by the requesting Party to the Party whose consent is sought;
- (ii) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of any Party, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party, and shall not unreasonably withhold consent to any request for waiver by the other Party. Each Party specifically agrees that it shall not withhold consent to waive for any purpose except to protect its own legitimate interests;
- (iii) If, within ten (10) days of receipt by the requesting Party of written objection, the Parties have not succeeded in negotiating a resolution to any dispute regarding whether a Privilege should be waived, and the requesting Party determines that a Privilege should nonetheless be waived to protect or advance its interest, the requesting Party shall provide the objecting Party ten (10) days written notice prior to effecting such waiver. Each Party specifically agrees that failure within ten (10) days of receipt of such notice to commence proceedings in a court of competent jurisdiction to enjoin such disclosure under applicable Law shall be deemed full and effective consent to such disclosure; and
- (iv) In the event of any litigation or dispute between the Parties, or any members of their respective Groups, either such Party may waive a Privilege in which the other Party or member of such Group has a shared Privilege, without obtaining the consent of the other Party; provided that such waiver of a shared Privilege shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.
- (d) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of Delta or Ultra as set forth in Section 7.5 and this Section 7.6, to maintain the confidentiality of Privileged Information and to assert and maintain any applicable Privilege. The access to Information being granted hereunder, the agreement to provide witnesses and individuals hereunder, the furnishing of notices and documents and other cooperative efforts contemplated hereunder, and the transfer of Privileged Information between the Parties and their respective Subsidiaries pursuant to this Agreement, in each case shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.
- (e) Notwithstanding any provision to the contrary in this Section 7.6, the Audit Management Party (as defined in the Tax Matters Agreement) shall have the authority to disclose or not disclose, in its sole discretion, any and all Privileged Information to (i) any Taxing Authority (as defined in the Tax Matters Agreement) conducting a Tax Contest or (ii) to third parties in connection with the defense of a Tax Contest, including expert witnesses, accountants and other advisors, potential witnesses and other parties whose assistance is deemed, in the sole discretion of the Audit Management Party, to be necessary or beneficial to representing the interests of the Parties hereunder.

7.7 Ownership of Information

Any Information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Section 7 shall be deemed to remain the property of the providing Party. Unless specifically set forth herein or in an Ancillary Agreement, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information. Delta

shall, as soon as reasonably practicable after the Effective Time, provide Ultra with access to and/or copies of such Information consisting of spreadsheet tools and templates used for human resources purposes (the “**HR Tools**”). To the extent any such HR Tools contain personally identifiable information, Delta will use commercially reasonable efforts to remove any such personally identifiable information from the HR Tools prior to delivering the HR Tools to Ultra.

7.8 Other Agreements

The rights and obligations granted under this Section 7 are subject to any specific rights, obligations, limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

8. DISPUTE RESOLUTION

8.1 Negotiation

In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Ancillary Agreements or otherwise arising out of, or in any way related to, this Agreement or the Ancillary Agreements or the transactions contemplated hereby, including any claim based on contract, tort, statute or constitution (collectively, “**Disputes**”), the general counsels of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties, shall negotiate for a reasonable period of time to settle such Dispute; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed forty-five (45) days from the time of receipt by a Party of written notice of such Agreement Dispute (“**Dispute Notice**”); provided, further, that in the event of any arbitration in accordance with Section 8.3 hereof, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

8.2 Mediation

If, within forty-five (45) days after receipt by a Party of a Dispute Notice, the Parties have not succeeded in negotiating a resolution of the Dispute, the Parties may mutually agree to submit the Dispute at the earliest possible date to mediation conducted in accordance with the Mediation Procedure of the International Institute for Conflict Prevention and Resolution (“**CPR**”), with each Party to bear equally the costs of the mediation; provided, however, that each Party shall bear its own attorneys’ fees and expenses and other costs in connection with such mediation. If mediation has been so agreed, the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session (the “**Mediation Period**”).

8.3 Arbitration

If the Parties do not elect to submit the Dispute to mediation in accordance with Section 8.2 or the Dispute has not been resolved for any reason after the Mediation Period, such Dispute shall be determined, at the request of any relevant Party, by arbitration conducted in Virginia, before and in accordance with the then-existing Rules for Non-Administered Arbitration of the CPR, except as modified herein (the “**Rules**”). There shall be three arbitrators, one of which shall be designated by each Party and the third of which shall be selected by the two so designated, which two shall be appointed by the Parties within twenty (20) days of receipt by respondent of a copy of the demand for arbitration and which third arbitrator shall be selected within fifteen (15) days thereafter. If the arbitrators are not timely appointed by the Parties (or by the selected arbitrators) under this Section 8.3, he or she shall be appointed by the CPR in accordance with the Rules, and in any such procedure, each Party shall be given two strikes, excluding strikes for cause. Any controversy concerning whether an Dispute is an arbitrable Dispute, whether arbitration has been waived, whether an assignee of this Agreement is bound to arbitrate, or as to the interpretation, validity or enforceability of this Section 8 shall be determined by the arbitrator. In resolving any Dispute, the Parties intend that the arbitrator shall apply the substantive Laws of the State of New York, without regard to any choice of law principles thereof that would mandate the application of the laws of another jurisdiction. The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrator shall be final and binding on the Parties. The Parties agree to comply and cause the members of their applicable Group to comply with any award made in any such arbitration proceedings and agree to enforcement of or entry of judgment upon such award, in any court of competent jurisdiction, including the Virginia Courts (as defined in Section 10.17). The arbitrator shall be entitled, if appropriate, to award any remedy in such proceedings, including monetary damages, specific performance and all other forms of legal and equitable relief; provided, however, the arbitrator shall not be entitled to award special, consequential, reputational, indirect or punitive damages unless in connection with indemnification for a Third Party Claim (and in such a case, only to the extent awarded in such Third Party Claim).

8.4 Arbitration Period

Any arbitration proceeding shall be concluded in a maximum of six (6) months from the commencement of the arbitration or such other period as the arbitrator together with the Parties involved in such proceeding shall deem reasonable.

8.5 Treatment of Negotiations, Mediation and Arbitration

Without limiting the provisions of the Rules, unless otherwise agreed in writing by the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to and any negotiation, mediation, conference or discussion or otherwise pursuant to this Section 8, all of which shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules; provided that such matters may be disclosed (i) to the extent reasonably necessary in any proceeding ancillary to an arbitration hereunder, including to enforce the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law or the rules of any stock exchange on which a Party's securities may be listed. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. Nothing contained herein is intended to or shall be construed to prevent a Party from applying to any court of competent jurisdiction for interim measures or other provisional relief in connection with the subject matter of any Disputes. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of a Party to respect the arbitral tribunal's orders to that effect.

8.6 Continuity of Service and Performance

Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Section 8 with respect to all matters not subject to such dispute resolution.

8.7 Consolidation

The arbitrator may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

9. INSURANCE

9.1 Policies and Rights Included Within Assets

- (a) The Delta Assets shall include any and all rights of an insured party under each of the Company Policies, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred prior to the Effective Time by any party in or in connection with the conduct of the Delta Business or, to the extent any claim is made against Delta or any of its Subsidiaries, the conduct of the Ultra Business, and which claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence under one or more of such Company Policies.
- (b) Subject to Section 9.2, the Ultra Assets shall include any and all rights of an insured party under each of the Company Policies that are occurrence-based (as opposed to "claims-made") policies, subject to Section 9.9 and to the terms of such Company Policies and any limitations or obligations of Ultra contemplated by this Section 9, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred prior to the Effective Time by any party in or in connection with the conduct of the Ultra Business or, to the extent any claim is made against Ultra or any of its Subsidiaries, the conduct of the Delta Business, and which claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence under one or more of such Company Policies; provided, however, that nothing in this clause shall be deemed to constitute (or to reflect) an assignment of such Company Policies, or any of them, to Ultra; and provided further that, with respect to claims under professional liability policies, any such claim in which the ultimate resolution thereof would exceed the self-insured retention may only be settled with the approval of Delta, which approval may not be unreasonably withheld, delayed or conditioned.

9.2 Post-Effective Time Claims

Subject to Section 9.6, if, subsequent to the Effective Time, any person shall assert a claim against Ultra or any of its Subsidiaries (including where Ultra or its Subsidiaries are joint defendants with other persons) with respect to any claim, suit, action, proceeding, injury, loss, liability, damage or expense incurred or claimed to have been incurred prior to the Effective Time in or in connection with the conduct of the Ultra Business or, to the extent any claim is made against Ultra or any of its Subsidiaries (including where Ultra or its Subsidiaries are joint defendants with other persons), the conduct of the Delta Business, and which claim, suit, action, proceeding, injury, loss, liability, damage or expense may arise out of an insured or insurable occurrence under one or more of the Company Policies, Delta shall, at the time such claim is asserted, be deemed to designate, without need of further documentation, Ultra as the agent and attorney-in-fact to assert and to collect any related Insurance Proceeds under such Company Policy, and shall further be deemed to confer, without need of further documentation, but subject to Section 9.10, upon Ultra any and all rights of an insured party under such Company Policy with respect to such asserted claim, specifically including rights of indemnity and the right to be defended

by or at the expense of the insurer and the right to any applicable Insurance Proceeds thereunder; provided, however, that nothing in this Section 9.2 shall be deemed to constitute (or to reflect) an assignment of the Company Policies, or any of them, to Ultra.

9.3 Administration; Other Matters

- (a) Administration. Subject to Section 9.10, from and after the Effective Time, each Party shall provide reasonable assistance to the other Party at the request of the other Party in regards to Claims Administration under Company Policies. Ultra shall provide prompt notice to Delta of any claims submitted by it or by its respective Subsidiaries under the Company Policies and of any Insurance Proceeds related thereto. Each Party shall administer and pay any costs relating to defending its respective Insured Claims under Company Policies to the extent such defense costs are not covered under such Policies, shall be responsible for any amounts of its respective Insured Claims under Company Policies that fall below applicable deductibles or self-insured retentions, and shall be responsible for obtaining or reviewing the appropriateness of releases upon settlement of its respective Insured Claims under Company Policies.
- (b) Liability Limitation. Delta and Ultra shall not be liable to one another for claims not reimbursed by insurers for any reason not within the control of Delta or Ultra, as the case may be, including coinsurance provisions, deductibles, quota share deductibles, exhaustion of aggregates, self-insured retentions, bankruptcy or insolvency of an insurance carrier, Company Policy limitations or restrictions, any coverage disputes, any failure to timely claim by Delta or Ultra or any defect in such claim or its processing.
- (c) Maximization of Insurance Proceeds. Each Party agrees to use commercially reasonable efforts to maximize available coverage under those Company Policies applicable to it, and to take all commercially reasonable steps to recover from all other responsible parties in respect of an Insured Claim, including, as may be applicable, pursuing recoveries under other insurance policies available to such Party.

9.4 Agreement for Waiver of Conflict and Shared Defense

In the event that Insured Claims of more than one Party exist relating to the same occurrence, the relevant Parties shall jointly defend and waive any conflict of interest to the extent necessary to the conduct of the joint defense. Nothing in this Section 9.4 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of law or otherwise.

9.5 Agreement for Waiver of Conflict and Insurance Litigation and/or Recovery Efforts

In the event of any Action by any Party (or both of the Parties) to recover or obtain insurance proceeds, or to defend against any Action by an insurance carrier to deny any Policy benefits, both Parties may join in any such Action and be represented by joint counsel and both Parties shall waive any conflict of interest to the extent necessary to conduct any such Action. Nothing in this Section 9.5 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law, or otherwise.

9.6 Professional Liability Insurance

Ultra agrees that, for a period of at least three years from and after the Effective Time, it will maintain in full force and effect \$100,000,000 of professional liability insurance for the benefit and protection of Ultra with respect to liabilities, damages or expenses incurred or claimed to have been incurred prior to or after the Effective Time.

9.7 No Coverage for Post-Effective Occurrences

Ultra, on behalf of itself and its Subsidiaries, acknowledges and agrees that it will have no coverage under the Company Policies for acts or events that occur after the Effective Time.

9.8 Cooperation

The Parties agree to use their commercially reasonable efforts to cooperate with respect to the various insurance matters contemplated by this Agreement (including in connection with Policies where Delta is an additional named insured).

9.9 Delta as General Agent and Attorney-In-Fact

Notwithstanding anything to the contrary contained herein, Delta remains the owner and holder of all rights and claims in and to the Company Policies. Should the provisions of Sections 9.1 and 9.2 as they pertain to Ultra be challenged and/or fail of their purpose, Delta shall act as agent and attorney-in-fact for Ultra and thereby effectuate, on behalf of Ultra, the provisions of Sections 9.1 and 9.2 of this Agreement; provided that Ultra shall pay Delta's reasonable out of pocket costs relating thereto.

9.10 Additional Premiums, Return Premiums and Pro Rata Cancellation Premium Credits

If additional premiums are payable, or return premiums are receivable, on any Company Policies after the Effective Time as a result of an insurance carrier's retrospective audit of insured exposure, each of Delta and Ultra shall be responsible for its respective share of

any such additional premiums.

10. MISCELLANEOUS

10.1 Complete Agreement; Construction

This Agreement, including the Exhibits and Schedules, and the Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. Except as expressly set forth in this Agreement or any Ancillary Agreement: (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement; and (ii) for the avoidance of doubt, in the event of any conflict between this Agreement or any Ancillary Agreement, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern.

10.2 Ancillary Agreements

Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements and in the case of any express conflict between this Agreement and any Ancillary Agreement, the terms of such Ancillary Agreement shall prevail.

10.3 Counterparts

This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

10.4 Survival of Agreements

Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

10.5 Expenses

Except as otherwise provided (i) in this Agreement (including this [Section 10.5](#)), the Merger Agreement or any other Transaction Agreement (as defined in the Merger Agreement), or unless otherwise mutually agreed to by Delta, Vector, and Kodiak in writing, all Transaction Expenses shall be paid by the Party incurring such fees or expenses. For the avoidance of doubt, except as expressly set forth in this Agreement or any Ancillary Agreements, each Party shall be responsible for its own internal fees (and reimburse any other Party to the extent such Party has paid such costs and expenses on behalf of the responsible Party), costs and expenses (*e.g.*, salaries of personnel working in its respective Business) incurred following the Distribution Date, including any costs and expenses relating to such Party's (or any member of its Group's) documents filed with the Commission filed following the Distribution Date (including, printing, mailing and filing fees) or any costs and expenses incurred following the Distribution Date with the continued listing of such Party's common stock on the NYSE following the Distribution.

10.6 Notices

All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this [Section 10.6](#)):

To Delta:

DXC Technology Company
1775 Tysons Boulevard
Tysons, VA 22102
Attn: General Counsel

To Ultra:

Perspecta Inc.
13600 EDS Drive
Herndon, VA
Attn: General Counsel

10.7 Consents

Any consent required or permitted to be given by a Party to the other Parties under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and its Group).

10.8 Assignment

This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable in whole in connection with a merger or consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement. No assignment permitted by this Section 10.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

10.9 Successors and Assigns

The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

10.10 Termination and Amendment

This Agreement (including Section 6 hereof) may be terminated, modified or amended and the Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of Delta without the approval of Ultra or the stockholders of Delta. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. After the Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by Delta and Ultra.

10.11 Payment Terms

- (a) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.
- (b) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to LIBOR, from time to time in effect, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.
- (c) Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, a Party (or any member of a Party's Group) may direct that any payment owed such Party (or member of such Party's Group) hereunder or under any Ancillary Agreement be paid directly to another member of the same Group.

10.12 Subsidiaries

Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

10.13 Third Party Beneficiaries

Except (i) as provided in Section 6 relating to Indemnitees and for the release under Section 6.1 of any Person provided therein, (ii) as provided in Section 9.6 relating to the directors, officers, employees, fiduciaries or agents provided therein and (iii) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

10.14 Title and Headings

Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.15 Exhibits and Schedules

- (a) The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same

had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the Delta Group or the Ultra Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the Delta Group or the Ultra Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities between the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

- (b) The Parties shall use commercially reasonable efforts to complete the Exhibits, Schedules and any exhibits or schedules to the Ancillary Agreements as soon as practicable following the date hereof.

10.16 Governing Law

This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the laws of any other jurisdiction.

10.17 Consent to Jurisdiction

Subject to the provisions of Section 8 hereof, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding, including to compel arbitration or for provisional relief in aid of arbitration in accordance with Section 8 or to prevent irreparable harm, and to the nonexclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth above shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this Section 10.17. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

10.18 Waiver of Jury Trial

EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT 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 AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.18.

10.19 Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

10.20 Force Majeure

No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement or, unless otherwise expressly provided therein, any Ancillary 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 claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other applicable Parties of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

10.21 Interpretation

The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be

drafted.

10.22 No Duplication; No Double Recovery

Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

10.23 Tax Treatment of Payments

Unless otherwise required by a Final Determination, this Agreement or the Tax Matters Agreement or otherwise agreed to between the Parties, for U.S. federal Tax purposes, any payment made pursuant to this Agreement (other than any payment of interest pursuant to Section 10.11) by: (a) Ultra to Delta shall be treated for all Tax purposes as a distribution by Ultra to Delta with respect to stock of Ultra occurring after Ultra is directly owned by Delta and immediately before the applicable Distribution; or (b) Delta to Ultra shall be treated for all Tax purposes as a tax-free contribution by Delta to Ultra with respect to its stock occurring after Ultra is directly owned by Delta and immediately before the Distribution; and in each case, no Party shall take any position inconsistent with such treatment. In the event that a Taxing Authority (as defined in the Tax Matters Agreement) asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as required pursuant to this Agreement (ignoring any potential inconsistent or adverse Final Determination), such Party shall use its commercially reasonable efforts to contest such challenge.

10.24 No Waiver

No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder or under the other Ancillary Agreements shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.25 No Admission of Liability

The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between Delta and Ultra and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any third party, including with respect to the Liabilities of any non-wholly owned subsidiary of Delta or Ultra.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Vice President and Secretary

EMPLOYEE MATTERS AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC TECHNOLOGY COMPANY

and

PERSPECTA INC.

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This **EMPLOYEE MATTERS AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018 by and between DXC Technology Company, a Nevada corporation (“**Delta**”) and Perspecta Inc., a Nevada corporation (“**Ultra**”). Delta and Ultra are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS:

- (A) Delta, acting through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) the Board of Directors of Delta (the “**Board**”) has determined that it would be appropriate, desirable and in the best interests of Delta and the stockholders of Delta to separate Delta into two separate, publicly traded companies, one for each of (i) the Delta Business, which shall be owned and conducted, directly or indirectly, by Delta and (ii) the Ultra Business, which shall be owned and conducted, directly or indirectly, by Ultra;
- (C) Delta and Ultra have entered into the Separation and Distribution Agreement by and between Delta and Ultra dated as of the date hereof (the “**Separation and Distribution Agreement**”), in connection with the separation of the Ultra Business from Delta and the Distribution of Ultra Common Stock to stockholders of Delta;
- (D) the Separation and Distribution Agreement also provides for the execution and delivery of certain other agreements, including this Agreement, in order to facilitate and provide for the separation of Ultra and its subsidiaries from Delta;
- (E) in order to ensure an orderly transition under the Separation and Distribution Agreement, it will be necessary for the Parties to allocate between them Assets, Liabilities and responsibilities with respect to certain employee compensation and benefit plans and programs, and certain other employment matters.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions

As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.1.

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

“**Agreement**” means this Employee Matters Agreement, together with all amendments, modifications, and changes hereto entered into pursuant to Section 11.9.

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

“**Benefit Management Records**” has the meaning set forth in Section 3.3(b).

“**Benefit Plan**” means any contract, agreement, policy, practice, program, plan, trust, commitment or arrangement providing for benefits, perquisites or compensation of any nature to any Employee, or to any

family member, dependent, or beneficiary of any such Employee, including pension plans, thrift plans, deferred compensation plans, supplemental pension plans and welfare plans, and contracts, agreements, policies, practices, programs, plans, trusts, commitments and arrangements providing for terms of employment, fringe benefits, severance benefits, change in control protections or benefits, travel and accident, life, disability and accident insurance, tuition reimbursement, travel reimbursement, vacation, sick, personal or bereavement days, leaves of absences and holidays of Delta or Ultra, as applicable.

“**Board**” has the meaning set forth in the recitals of this Agreement.

“**Business Days**” means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York City or Virginia.

“**COBRA**” means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as codified at Section 601 et seq. of ERISA and at Section 4980B of the Code.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury.

“**commercially reasonable efforts**” shall have the meaning set out in Section 1.2(m)

“**Delta**” has the meaning set forth in the preamble to this Agreement.

“**Delta Benefit Plan**” means any Benefit Plan sponsored or maintained by a member of the Delta Group immediately prior to the Effective Time, excluding any Benefit Plan that is an Ultra Benefit Plan following the Distribution.

“**Delta Bonus Plans**” means the Delta Employee Incentive Compensation Plan, the Delta Sales Incentive Compensation Plan and the Delta Success Sharing Plan.

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

“**Delta Common Stock**” means the common stock, par value \$0.01 per share, of Delta.

“**Delta Deferred Compensation Plans**” means the Delta Deferred Compensation Plan.

“**Delta Director**” means any individual who is or was previously a non-employee member of the board of directors of Delta.

“**Delta Entity**” means any member of the Delta Group.

“**Delta Equity Plans**” means the Delta 2017 Omnibus Incentive Plan and the Delta 2017 Non-Employee Director Incentive Plan.

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

“**Delta Group Employee**” means any individual who is employed by a member of the Delta Group immediately prior to the Effective Time, excluding any Ultra Group Employee.

“Delta Options” means exercisable and non-exercisable options to purchase shares of Delta Common Stock granted pursuant to the Delta Equity Plans.

“Delta Pre-Distribution Stock Value” means the average closing per share price of Delta Common Stock over the five trading days ending on the Distribution Date based on “regular way” trading on the NYSE during Regular Trading Hours.

“Delta PSUs” means performance-based restricted stock units granted under the Delta Equity Plans.

“Delta RSUs” means restricted stock units granted under the Delta Equity Plans, other than Delta PSUs.

“Delta Welfare Plan” means any Welfare Plan sponsored or maintained by any one or more members of the Delta Group as of immediately prior to the Effective Time.

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

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

“Effective Time” means the effective time of the Distribution.

“Employee” means any Delta Group Employee, Former Delta Group Employee or Ultra Group Employee.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“FICA” has the meaning set forth in Section 3.1(g).

“FMLA” means the U.S. Family and Medical Leave Act, as amended, and the regulations promulgated thereunder.

“Form 10” has the meaning set forth in the Separation and Distribution Agreement.

“Former Delta Group Employee” means all former employees of Delta or any of its Subsidiaries who have an employment end date on or before the Effective Time (other than any such employees who have an employment end date due to transfer to a member of the Ultra Group in connection with the Distribution).

“FSA Participation Period” has the meaning set forth in Section 7.3(a)(i).

“FUTA” has the meaning set forth in Section 3.1(g).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

“HSA Participation Period” has the meaning set forth in Section 7.3(b).

“IRS” means the Internal Revenue Service.

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

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

“**MAP**” means the Delta Matched Asset Plan.

“**MAP Beneficiaries**” has the meaning set forth in Section 5.3(a).

“**NYSE**” means the New York Stock Exchange.

“**Party**” or “**Parties**” has the meaning set forth in the preamble to this Agreement.

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

“**Privacy Contract**” means any contract entered into in connection with applicable privacy protection Laws or regulations.

“**Regular Trading Hours**” means the period beginning at 9:30 A.M. New York City time and ending at 4:00 P.M. New York City time.

“**Securities Act**” means the Securities Exchange Act of 1934.

“**Separation and Distribution Agreement**” has the meaning set forth in the recitals to this Agreement.

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

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

“**Trading Day**” means the period of time during any given calendar day, commencing with the determination of the opening price on the NYSE and ending with the determination of the closing price on the NYSE, in which trading and settlement in shares of Delta Common Stock or Ultra Common Stock is permitted on the NYSE.

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

“**Ultra**” has the meaning set forth in the preamble to this Agreement.

“**Ultra 401(k) Plan**” has the meaning set forth in Section 5.1.

“**Ultra 401(k) Plan Beneficiaries**” has the meaning set forth in Section 5.2.

“**Ultra Benefit Plan**” means each Benefit Plan sponsored or maintained by a member of the Ultra Group immediately following the Effective Time.

“**Ultra Bonus Plans**” has the meaning set forth in Section 4.7(a).

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

“**Ultra Common Stock**” means the common stock, par value \$0.01 per share, of Ultra.

“**Ultra Deferred Compensation Plan Beneficiary**” has the meaning set forth in Section 6.1(a).

“Ultra Deferred Compensation Plan” has the meaning set forth in Section 6.1(a).

“Ultra Director” means any individual who is a non-employee member of the board of directors of Ultra immediately after the Effective Time.

“Ultra Entity” means any member of the Ultra Group.

“Ultra Equity Plan” means the plan adopted by Ultra prior to the Effective Time and approved by the sole stockholder of Ultra, under which the Ultra equity-based awards described in Section 4 shall be issued.

“Ultra FSA” has the meaning set forth in Section 7.3(a).

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

“Ultra Group Employee” means each individual who is either employed by a member of the Ultra Group immediately prior to the Effective Time or whose employment will be transferred from the Delta Group to the Ultra Group as of the Effective Time (as determined in good faith by Delta).

“Ultra HSA” has the meaning set forth in Section 7.3(b).

“Ultra Option” has the meaning set forth in Section 4.2(b).

“Ultra Post-Distribution Stock Value” means the average closing per share price of Ultra Common Stock based on the “when-issued” trading basis over the five (5) trading days immediately preceding the Distribution Date.

“Ultra PSU” means performance-based restricted stock units granted under the Ultra Equity Plan.

“Ultra Ratio” means the quotient obtained by dividing the Ultra Post-Distribution Stock Value by the Delta Pre-Distribution Stock Value.

“Ultra RSU” means restricted stock units granted under the Ultra Equity Plan, other than Ultra PSUs.

“Ultra Welfare Plan” means any Welfare Plan sponsored or maintained by any one or more members of the Ultra Group following the Effective Time.

“Ultra Welfare Plan Participants” has the meaning set forth in Section 7.1.

“U.S.” means the United States of America.

“WARN” means the U.S. Worker Adjustment and Retraining Notification Act, as amended, and the regulations promulgated thereunder, and any applicable state or local Law equivalent.

“Welfare Plan” means, where applicable, a “welfare plan” (as defined in Section 3(1) of ERISA) or a “cafeteria plan” under Section 125 of the Code, and any benefits offered thereunder, to any Employee, or to any family member, dependent or beneficiary of any such Employee, including any other plan offering health benefits (including medical, prescription drug, dental, vision, and mental health and substance abuse), disability benefits, or life, accidental death and disability, and business travel insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs, paid time off

programs, contribution funding toward a health savings account, flexible spending accounts, or cashable credits of Delta or Ultra, as applicable.

1.2 Interpretation

In this Agreement, unless the context clearly indicates otherwise:

- (a) words used in the singular include the plural and words used in the plural include the singular;
- (b) if a word or phrase is defined in this Agreement, its other grammatical forms, as used in this Agreement, shall have a corresponding meaning;
- (c) reference to any gender includes the other gender and the neuter;
- (d) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”;
- (e) the words “shall” and “will” are used interchangeably and have the same meaning;
- (f) the word “or” shall have the inclusive meaning represented by the phrase “and/or”;
- (g) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;
- (h) all references to a specific time of day in this Agreement shall be based upon Eastern Standard Time or Eastern Daylight Saving Time, as applicable, on the date in question;
- (i) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified;
- (j) accounting terms used herein shall have the meanings historically ascribed to them by Delta and its Subsidiaries, including Ultra for this purpose, in its and their internal accounting and financial policies and procedures in effect immediately prior to the date of this Agreement;
- (k) reference to any Article or Section means such Article or Section of this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;
- (l) the words “this Agreement,” “herein,” “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision of this Agreement;
- (m) the term “commercially reasonable efforts” means efforts which are commercially reasonable to enable a Party, directly or indirectly, to satisfy a condition to or otherwise assist in the consummation of a desired result and that do not require the performing Party to expend funds or assume Liabilities other than expenditures and Liabilities that are customary and reasonable in nature and amount in the context of a series of related transactions similar to the Distribution;

- (n) reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement;
- (o) reference to any Law (including statutes and ordinances) means such Law (including any and all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;
- (p) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; a reference to such Person's "Affiliates" shall be deemed to mean such Person's Affiliates following the Distribution and any reference to a third party shall be deemed to mean a Person who is not a Party or an Affiliate of a Party;
- (q) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the U.S.;
- (r) the titles to Articles and headings of Sections contained in this Agreement and in the table of contents to this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement; and
- (s) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be.

2. GENERAL PRINCIPLES FOR ALLOCATION OF LIABILITIES

2.1 General Principles

Each member of the Delta Group and each member of the Ultra Group shall take any and all reasonable action as shall be necessary or appropriate so that active participation in the Delta Benefit Plans by all Ultra Group Employees shall terminate in connection with the Distribution as and when provided under this Agreement (or if not specifically provided under this Agreement, as of the Effective Time).

- (a) Except as otherwise provided in this Agreement, effective as of the Effective Time, one or more members of the Ultra Group (as determined by Ultra) shall assume or continue the sponsorship of, and no member of the Delta Group shall have any further Liability with respect to or under, and Ultra shall indemnify each member of the Delta Group, and the officers, directors, and employees of each member of the Delta Group, and hold them harmless with respect to any and all:
 - (i) individual agreements entered into between any member of the Delta Group and any Ultra Group Employee;
 - (ii) agreements entered into between any member of the Delta Group and any individual who is an independent contractor to the extent that any such Liability relates to services provided for the business activities of the Ultra Group or the Ultra Business;

- (iii) wages, salaries, incentive compensation (as the same may be modified by this Agreement), commissions, bonuses, and any other employee compensation or benefits payable to or on behalf of any Ultra Group Employees after the Distribution Date, with respect to such wages, salaries, incentive compensation, commissions, bonuses, or other employee compensation or benefits earned after the Distribution Date;
 - (iv) moving expenses and obligations related to relocation, repatriation, expatriation, transfers or similar items incurred by or owed to any Ultra Group Employees, but only to the extent such items are incurred after the Distribution Date;
 - (v) immigration-related, visa, work application or similar rights, obligations and Liabilities related to any Ultra Group Employees incurred, or in respect of service, following the Distribution Date; and
 - (vi) Liabilities and obligations whatsoever with respect to claims made by or with respect to any Ultra Group Employees in connection with any Benefit Plan not otherwise retained or assumed by any member of the Delta Group pursuant to this Agreement, including such Liabilities relating to actions or omissions of or by any member of the Ultra Group or any officer, director, employee or agent thereof on or prior to the Distribution Date.
- (b) Except as otherwise provided in this Agreement, effective as of the Effective Time, no member of the Ultra Group shall have any further Liability for, and Delta shall indemnify each member of the Ultra Group, and the officers, directors, and employees of each member of the Ultra Group, and hold them harmless with respect to any and all Liabilities and obligations whatsoever with respect to, claims made by or with respect to any Delta Group Employees or Former Delta Group Employees in connection with any Benefit Plan retained or assumed by any member of the Ultra Group pursuant to this Agreement, including such Liabilities relating to actions or omissions of or by any member of the Delta Group or any officer, director, employee or agent thereof on, prior to or after the Distribution Date.

2.2 Service Credit

- (a) Service for Eligibility, Vesting, and Benefit Purposes. Except as otherwise provided in any other provision of this Agreement, and except to the extent the following would result in duplication of benefits, the Ultra Benefit Plans shall, and Ultra shall cause each member of the Ultra Group to, recognize each Ultra Group Employee's full service history with the Delta Group for purposes of eligibility, vesting, determination of level of benefits and, to the extent applicable, benefit accruals under any Ultra Benefit Plan for such Ultra Group Employee's service with any member of the Delta Group on or prior to the Effective Time to the same extent such service would be credited under the Delta Benefit Plans. Notwithstanding the foregoing, except as otherwise specifically set forth below or in the applicable Benefit Plan document, service with any member of the Delta Group from and after the Distribution shall not be taken into account for any purpose under any Benefit Plan sponsored and maintained by the Ultra Group. Similarly, except as otherwise specifically set forth below or in the applicable Benefit Plan document, service with any member of the Ultra Group from and after the Distribution shall not be taken into account for any purpose under any Benefit Plan sponsored and maintained by the Delta Group.
- (b) Evidence of Prior Service. Notwithstanding anything to the contrary, but subject to applicable Law, upon reasonable request by one Party to the other Party, the first Party will provide to the other Party copies of any records available to the first Party to document such service, plan participation and membership of

such Employees and cooperate with the first Party to resolve any discrepancies or obtain any missing data for purposes of determining benefit eligibility, participation, vesting and calculation of benefits with respect to any Employee.

2.3 Plan Administration

- (a) Transition Services. The Parties acknowledge that the Delta Group or the Ultra Group may provide administrative services for certain of the other Party's benefit programs for a transitional period under the terms of the Transition Services Agreement. The Parties agree to enter into a business associate agreement (if required by HIPAA or other applicable health information privacy Laws) in connection with such Transition Services Agreement.
- (b) Participant Elections and Beneficiary Designations. All participant elections and beneficiary designations made under any Benefit Plan sponsored by a member of the Delta Group prior to the Effective Time with respect to which Assets or Liabilities are transferred or allocated to plans maintained by a member of the Ultra Group in accordance with this Agreement shall continue in effect under the applicable Ultra plan, including deferral, investment and payment form elections, dividend elections, coverage options and levels, beneficiary designations and the rights of alternate payees under qualified domestic relations orders, to the extent allowed by applicable Law and otherwise determined appropriate by Delta and Ultra.
- (c) No Duplication or Acceleration of Benefits. Notwithstanding anything to the contrary in this Agreement, the Separation and Distribution Agreement or any other contractual agreement or arrangement, no participant in any Ultra Benefit Plan shall receive benefits that duplicate benefits provided by the corresponding Delta Benefit Plan or arrangement. Furthermore, unless expressly provided for in this Agreement, the Separation and Distribution Agreement or in any other contractual agreement or arrangement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerate vesting or entitlements to any compensation or Benefit Plan on the part of any Delta Group Employee, Former Delta Group Employee or Ultra Group Employee.
- (d) No Expansion of Participation. Unless otherwise expressly provided in this Agreement, as otherwise determined or agreed to by Delta and Ultra, as required by applicable Law, or as explicitly set forth in an Ultra Benefit Plan, an Ultra Group Employee shall be entitled to participate in the Ultra Benefit Plans only to the extent that such Employee was entitled to participate in the corresponding Delta Benefit Plan as in effect immediately prior to the Effective Time, it being the intent of the Parties that this Agreement not result in any expansion of the number of Ultra Group Employees participating or the participation rights therein that they had prior to the Effective Time.

2.4 Severance

Delta shall have no Liability or obligation under any Delta severance plan or policy with respect to Ultra Group Employees who did not have a termination of employment event giving rise to severance on or prior to the Effective Time. Subject to any obligations under any individual agreement or collective bargaining agreement, (a) Delta shall remain liable for all severance (i) to be paid to any Ultra Group Employee (or any other person who would be an Ultra Group Employee if such individual was employed by Ultra Group or Delta Group at the Effective Time) if and to the extent the termination of employment event giving rise to severance occurred on or prior to the Effective Time and (ii) to be paid to any Delta Group Employee, and (b) Ultra Group shall be liable for all severance to be paid to any Ultra Group Employee if and to the

extent the termination of employment event giving rise to the severance occurs following the Effective Time.

3. ASSIGNMENT OF EMPLOYEES

3.1 Employees

- (a) Ultra Group Employees. Except as otherwise set forth in this Agreement, effective not later than immediately following the Effective Time, the employment of each Ultra Group Employee shall be continued by a member of the Ultra Group or shall be assigned and transferred to a member of the Ultra Group (in each case, with such member as determined by Ultra). Each of the Parties agrees to execute, and to seek to have the applicable employees execute, such documentation, if any, as may be necessary to reflect such assignments and transfers.
- (b) Delta Group Employees. Except as otherwise set forth in this Agreement, effective not later than immediately following the Effective Time, the employment of each Delta Group Employee shall be continued by a member of the Delta Group or shall be assigned and transferred to a member of the Delta Group (in each case as determined by Delta). Each of the Parties agrees to execute, and to seek to have the applicable employees execute, such documentation, if any, as may be necessary to reflect such assignments and transfers.
- (c) At-Will Status. Notwithstanding the above or any other provision of this Agreement, nothing in this Agreement shall create any obligation on the part of any member of the Delta Group or any member of the Ultra Group to (i) continue the employment of any Employee or permit the return from a leave of absence for any period following the date of this Agreement or the Effective Time (except as required by applicable Law) or (ii) change the employment status of any Employee from “at will,” to the extent such Employee is an “at will” employee under applicable Law.
- (d) Assumption. Upon and following the Effective Time, Ultra Group shall assume and agree to be bound by all the terms and provisions of the collective bargaining agreements listed on Exhibit A.
- (e) Severance. The Parties acknowledge and agree that the Distribution and the assignment, transfer or continuation of the employment of Employees as contemplated by this Section 3.1 shall not be deemed a severance of employment of any Employee for purposes of this Agreement or any Benefit Plan of any member of the Delta Group or any member of the Ultra Group.
- (f) Not a Change of Control/Change in Control. The Parties acknowledge and agree that neither the consummation of the Distribution nor any transaction in connection with the Distribution shall be deemed a “change of control,” “change in control,” or term of similar import for purposes of any Benefit Plan of any member of the Delta Group or any member of the Ultra Group.
- (g) Payroll and Related Taxes. Delta will (i) be responsible for all payroll obligations, tax withholding and reporting obligations regarding Ultra Group Employees who transfer employment for payroll Tax purposes from a Delta Entity to an Ultra Entity with respect to the portion of the tax year occurring prior to the date of transfer (the date of any such transfer (or similar transfer of Delta Group Employees from an Ultra Entity to a Delta Entity), the “Payroll Transfer Date”), and (ii) furnish a Form W-2 or similar earnings statement to all Ultra Group Employees who transfer from a Delta Entity to an Ultra Entity with respect to the period prior to the Payroll Transfer Date. Ultra will (A) be responsible for all payroll obligations, tax withholding,

and reporting obligations regarding Ultra Group Employees (except as set forth above), and (B) furnish a Form W-2 or similar earnings statement to (x) all Ultra Group Employees (other than with respect to the period prior to the Payroll Transfer Date with respect to Ultra Group Employees who transfer from a Delta Entity to an Ultra Entity) and (y) all Delta Group Employees who transfer employment for payroll Tax purposes from an Ultra Entity to a Delta Entity with respect to the period prior to their Payroll Transfer Date. With respect to each Ultra Group Employee who was transferred from a Delta Entity to an Ultra Entity, Delta and Ultra shall, and shall cause their respective Affiliates to (to the extent permitted by applicable Law and practicable) (1) treat Ultra (or the applicable Ultra Entity) as a “successor employer” and Delta (or the applicable Delta Entity) as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, to the extent appropriate, for purposes of taxes imposed under the United States Federal Insurance Contributions Act, as amended (“FICA”), or the United States Federal Unemployment Tax Act, as amended (“FUTA”), (2) cooperate with each other to avoid, to the extent possible, the restart of FICA and FUTA upon or following the Payroll Transfer Date with respect to each such Ultra Group Employee for the tax year during which the Payroll Transfer Date occurs, and (3) to the extent necessary or appropriate, file tax returns, exchange wage payment information, and report wage payments made by the respective predecessor and successor employer on separate IRS Forms W-2 or similar earnings statements to each such Ultra Group Employee for the tax year in which the Payroll Transfer Date occurs, in a manner provided in Section 4.02(1) of Revenue Procedure 2004-53. With respect to each Delta Group Employee who was transferred from a Ultra Entity to a Delta Entity on or prior to the Distribution Date, Delta and Ultra shall, and shall cause their respective Affiliates to (to the extent permitted by applicable Law and practicable) (x) treat Delta (or the applicable Delta Entity) as the employer under common law and otherwise for purposes of Section 3121(a) of the Code and any state unemployment or similar Laws on and after January 1, 2018 or, if necessary, a “successor employer” and Ultra (or the applicable Ultra Entity) as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, to the extent appropriate, for purposes of taxes imposed under FICA or FUTA or under state unemployment or similar Laws, (y) cooperate with each other to avoid, to the extent possible, the restart of FICA and FUTA and state unemployment or similar contributions upon or following the Payroll Transfer Date with respect to each such Delta Group Employee for the tax year during which the Payroll Transfer Date occurs, and (3) to the extent necessary or appropriate, file tax returns, exchange wage payment information, and report wage payments made by the respective predecessor and successor employer on separate IRS Forms W-2 or similar earnings statements to each such Delta Group Employee for the tax year in which the Payroll Transfer Date occurs, in a manner provided in Section 4.02(1) of Revenue Procedure 2004-53.

- (h) Employment Contracts; Expatriate Obligations. Ultra will assume and honor, or will cause an Ultra Entity to assume and honor, any agreements to which any Ultra Group Employee is party with either any Delta Entity or any joint venture with a Delta Entity, including any (i) employment contract, (ii) retention, severance or change of control arrangement, or (iii) expatriate (including any international assignee) contract or arrangement (including agreements and obligations regarding repatriation, expatriation, relocation, equalization of taxes and living standards in the host country). Delta will assume and honor, or will cause a Delta Entity to assume and honor, any agreements to which any Delta Group Employee is party with either any Ultra Entity or any joint venture with an Ultra Entity, including any (A) employment contract, (B) retention, severance or change of control arrangement, or (C) expatriate (including any international assignee) contract or arrangement (including agreements and obligations regarding repatriation, expatriation, relocation, equalization of taxes and living standards in the host country). For purposes of the retention agreements, a transfer of employment to Ultra Group or Delta Group, as applicable, will not be deemed a termination of employment. Any reference to employment with a Delta Entity or Ultra Entity,

as applicable, will be deemed to be a reference to employment with the transferee employer. In the event that an employee is obliged under a retention agreement to return all or part of a retention award upon the employee's termination of employment, the employee's employer at the time shall be entitled to receive the repayment of such award.

3.2 Employment Law Obligations

- (a) WARN. After the Effective Time, (i) Delta shall be responsible for providing any necessary WARN notice (and meeting any similar state Law notice requirements) with respect to any termination of employment of any Delta Group Employee and (ii) Ultra shall be responsible for providing any necessary WARN notice (and meeting any similar state Law notice requirements) with respect to any termination of employment of any Ultra Group Employee. During the ninety (90)-day period following the Distribution Date, (A) Delta will provide written notice to Ultra as soon as practicable after the occurrence of any "employment loss" experienced by a Delta Group Employee at a single site of employment that includes both Delta Group Employees and Ultra Group Employees and (B) Ultra will provide written notice to Delta as soon as practicable after the occurrence of any "employment loss" experienced by an Ultra Group Employee at a single site of employment that includes both Delta Group Employees and Ultra Group Employees.
- (b) Compliance with Employment Laws. At and after the Effective Time, (i) each member of the Delta Group shall be responsible for adopting and maintaining any policies or practices, and for all other actions and inactions, necessary to comply with employment-related Laws and requirements relating to the employment of Delta Group Employees and the treatment of any applicable Former Delta Group Employees in respect of their former employment and (ii) each member of the Ultra Group shall be responsible for adopting and maintaining any policies or practices, and for all other actions and inactions, necessary to comply with employment-related Laws and requirements relating to the employment of Ultra Group Employees.

3.3 Employee Records

- (a) Sharing of Information. Subject to any limitations imposed by applicable Law, Delta and Ultra (acting directly or through members of the Delta Group or the Ultra Group, respectively) shall provide to the other and their respective agents and vendors all information necessary for the Parties to perform their respective duties under this Agreement. The Parties also hereby agree to enter into any business associate arrangements that may be required for the sharing of any information pursuant to this Agreement to comply with the requirements of HIPAA.
- (b) Transfer of Personnel Records and Authorization. Subject to any limitation imposed by applicable Law, on the Distribution Date, Delta shall transfer and assign to Ultra all personnel records, all immigration documents, including I-9 forms and work authorizations, all payroll deduction authorizations and elections, whether voluntary or mandated by Law, including but not limited to W-4 forms and deductions for benefits under the applicable Ultra Benefit Plan and all absence management records, FMLA records, insurance beneficiary designations, flexible spending account enrollment confirmations, and attendance and return to work information ("**Benefit Management Records**") relating to Ultra Welfare Plan Participants. Subject to any limitations and requirements imposed by applicable Law, Delta, however, may retain originals of, copies of, or access to, personnel records, immigration records, payroll forms and Benefit Management Records as long as necessary to provide services to Ultra (acting on its behalf pursuant to the Transition Services Agreement between the Parties entered into as of the date of this Agreement). Immigration records will, if and as appropriate, become a part of Ultra's public access file. Ultra will use personnel records,

payroll forms and Benefit Management Records for lawful purposes only, including calculation of withholdings from wages and personnel management. It is understood that following the Distribution Date, Delta records so transferred and assigned may be maintained by Ultra (acting directly or through one of its Subsidiaries) pursuant to Ultra's applicable records retention policy.

- (c) Access to Records. To the extent not inconsistent with this Agreement and any applicable privacy protection Laws or regulations or Privacy Contracts, reasonable access to Employee-related records after the Distribution Date will be provided to members of the Delta Group and members of the Ultra Group pursuant to the terms and conditions of Section 8.2(b) of the Separation and Distribution Agreement. In addition, notwithstanding anything to the contrary, Ultra shall provide Delta with reasonable access to those records necessary for its administration of any plans or programs on behalf of Delta Group Employees and Former Delta Group Employees after the Distribution Date as permitted by any applicable privacy protection Laws or regulations or Privacy Contracts. Delta shall also be permitted to retain copies of all restrictive covenant agreements with any Ultra Group Employee in which any member of the Delta Group has a valid business interest. In addition, Delta shall provide Ultra with reasonable access to those records necessary for its administration of any plans or programs on behalf of Ultra Group Employees after the Distribution Date as permitted by any applicable privacy protection Laws or regulations or Privacy Contracts. Ultra shall also be permitted to retain copies of all restrictive covenant agreements with any Delta Group Employee or Former Delta Group Employee in which any member of the Ultra Group has a valid business interest.
- (d) Maintenance of Records. With respect to retaining, destroying, transferring, sharing, copying and permitting access to all Employee-related information, Delta and Ultra shall comply with all applicable Laws, regulations and internal policies, and shall indemnify and hold harmless each other from and against any and all Liabilities, claims, actions, and damages that arise from a failure (by the indemnifying party or its Subsidiaries or their respective agents) to so comply with all applicable Laws, regulations, Privacy Contracts and internal policies applicable to such information.
- (e) Confidentiality. Except as otherwise set forth in this Agreement, all records and data relating to Employees shall, in each case, be subject to the confidentiality provisions of the Separation and Distribution Agreement and any other applicable agreement and applicable Law, and the provisions of this Section 3.3 shall be in addition to, and not in derogation of, the provisions of the Separation and Distribution Agreement governing confidential information, including Section 8.5 of the Separation and Distribution Agreement.
- (f) Cooperation. Each Party shall use commercially reasonable efforts to cooperate to share, retain, and maintain data and records that are necessary or appropriate to further the purposes of this Section 3.3 and for each Party to administer its respective Benefit Plans to the extent consistent with this Agreement and applicable Law, and each Party agrees to cooperate as long as is reasonably necessary to further the purposes of this Section 3.3. Except as provided under any contractual agreement or arrangement, no Party shall charge another Party a fee for such cooperation.

4. EQUITY AND INCENTIVE COMPENSATION PLANS

4.1 General Principles

- (a) Delta and Ultra shall take any and all reasonable actions as shall be necessary and appropriate to further the provisions of this Section 4, including, to the extent practicable, providing written notice or similar communication to each Employee who holds one or more awards granted under the Delta Equity Plans

informing such Employee of (i) the actions contemplated by this Section 4 with respect to such awards and (ii) whether (and during what time period) any “blackout” period shall be imposed upon holders of awards granted under the Delta Equity Plans during which time awards may not be exercised or settled, as the case may be.

- (b) Following the Effective Time, a grantee who has outstanding awards under the Delta Equity Plans and/or replacement awards under the Ultra Equity Plan shall be considered to have been employed by the applicable plan sponsor before and after the Effective Time for purposes of (i) vesting and (ii) determining the date of termination of employment as it applies to any such award. Neither the transfer of employment or service to an Ultra Entity nor the Distribution shall constitute a “termination” under the Delta Equity Plans.
- (c) No award described in this Section 4, whether outstanding or to be issued, adjusted, substituted or cancelled by reason of or in connection with the Distribution, shall be adjusted, settled, cancelled, or become exercisable, until in the judgment of the administrator of the applicable plan or program such action is consistent with all applicable Laws, including federal securities Laws. Any period of exercisability will not be extended on account of a period during which such an award is not exercisable pursuant to the preceding sentence.
- (d) The adjustment or conversion of Delta Options, Delta RSUs and Delta PSUs shall be effected in a manner that is intended, to the maximum extent permitted by law, to avoid the imposition of any accelerated, additional, penalty or other taxes or loss of deductions thereof on the holders thereof pursuant to Section 409A of the Code or Ultra or Delta pursuant to Section 162(m) of the Code.
- (e) Following the Effective Time, any reference to a “change in control,” “change of control,” “change in effective control,” “change in the ownership of a substantial portion of the assets,” “change in ownership,” or similar definition in an award agreement, employment agreement, the Ultra Equity Plan or other Delta or Ultra plan or policy which pursuant to the terms of this Agreement is transferred to Ultra, such reference shall be deemed to refer to a “change in control,” “change of control,” “change in effective control,” “change in the ownership of a substantial portion of the assets,” “change in ownership,” or similar event relating to Ultra.

4.2 Employee Stock Options

- (a) General Principles. To the extent applicable, the adjustments provided for in this Section 4.2 with respect to the Delta Options are intended to be effected in a manner compliant with Section 424(a) of the Code.
- (b) Delta Options. Each outstanding Delta Option held by an Ultra Group Employee at the Effective Time, whether vested or unvested, shall be converted into an option to purchase Ultra Common Stock issued under the Ultra Equity Plan (each such Option, an “**Ultra Option**”), subject to terms and conditions after the Effective Time that are substantially similar to the terms and conditions applicable to the corresponding Delta Option immediately prior to the Effective Time, and shall be adjusted pursuant to Section 4.2(b)(i) and (ii) below.
 - (i) The number of shares of Ultra Common Stock subject to each such Ultra Option shall be equal to (A) the number of shares of Delta Common Stock subject to the corresponding Delta Option immediately prior to the Effective Time divided by (B) the Ultra Ratio, with any fractional share rounded down to the nearest whole share; and

- (ii) the per-share exercise price of each such Ultra Option shall be equal to (A) the per-share exercise price of the corresponding Delta Option immediately prior to the Effective Time multiplied by (B) the Ultra Ratio, rounded up to the nearest whole cent.

4.3 Restricted Stock Units

Each outstanding Delta RSU held by an Ultra Group Employee at the Effective Time shall be converted into an Ultra RSU, subject to terms and conditions after the Effective Time that are substantially similar to the terms and conditions applicable to the corresponding Delta RSU immediately prior to the Effective Time. However, from and after the Effective Time, the number of shares of Ultra Common Stock subject to each such Ultra RSU shall be equal to (A) the number of shares of Delta Common Stock subject to the corresponding RSU immediately prior to the Effective Time divided by (B) the Ultra Ratio, with any fractional share rounded down to the nearest whole share.

4.4 Performance Stock Units

- (a) Each outstanding Delta PSU held by an Ultra Group Employee at the Effective Time shall be converted into an Ultra PSU, subject to terms and conditions (including performance conditions) after the Effective Time that are substantially similar to the terms and conditions applicable to the corresponding Delta PSU immediately prior to the Effective Time. However, from and after the Effective Time, the number of shares of Ultra Common Stock subject to each such Ultra PSU shall be equal to (A) the number of shares of Delta Common Stock subject to the corresponding PSU immediately prior to the Effective Time divided by (B) the Ultra Ratio, with any fractional share rounded down to the nearest whole share.

4.5 Section 16(b) of the Securities Act; Code Sections 162(m) and 409A

- (a) By approving the adoption of this Agreement, the respective Boards of Directors of each of Delta and Ultra intend to exempt from the short-swing profit recovery provisions of Section 16(b) of the Securities Act, by reason of the application of Rule 16b-3 thereunder, all acquisitions and dispositions of equity incentive awards by directors and officers of each of Delta and Ultra, and the respective Boards of Directors of Delta and Ultra also intend expressly to approve, in respect of any equity-based award, the use of any method for the payment of an exercise price and the satisfaction of any applicable Tax withholding (specifically including the actual or constructive tendering of shares in payment of an exercise price and the withholding of option shares from delivery in satisfaction of applicable Tax withholding requirements) to the extent such method is permitted under the Delta Equity Plans, Ultra Equity Plan and any award agreement.
- (b) Notwithstanding anything in this Agreement to the contrary (including the treatment of supplemental and deferred compensation plans, outstanding long-term incentive awards and annual incentive awards as described herein), Delta and Ultra agree to negotiate in good faith regarding the need for any treatment different from that otherwise provided herein to ensure that (i) a federal income tax deduction for the payment of any supplemental or deferred compensation or long-term incentive award, annual incentive award or other compensation is, to the extent prescribed under the terms of the applicable plan and award agreement, not limited by reason of Section 162(m) of the Code (provided that, subject to compliance with this Section 4.5(b), neither Delta nor Ultra shall have any Liability to the other Party or any of its Affiliates for any limit on deductibility under Section 162(m) of the Code as a result of, or otherwise related to, the treatment of awards in connection with this Agreement or the transactions contemplated hereby), and (ii) the treatment of any supplemental or deferred compensation or long-term incentive award, annual incentive

award or other compensation does not cause the imposition of a penalty tax under Section 409A of the Code.

4.6 Liabilities for Settlement of Ultra Awards

Ultra shall be responsible for all Liabilities associated with Ultra Options, Ultra RSUs and Ultra PSUs, including any option exercise, share delivery, registration or other obligations related to the exercise of the Ultra Options or the settlement of the Ultra RSUs and Ultra PSUs. Delta shall be responsible for all Liabilities associated with Delta Options, Delta RSUs and Delta PSUs (other than Delta Options, Delta RSUs and Delta PSUs which have converted into Ultra Options, Ultra RSUs and Ultra PSUs, respectively), including any option exercise, share delivery, registration or other obligations related to the exercise of such Delta Options or the settlement of such Delta RSUs and Delta PSUs.

4.7 Bonus Payments

- (a) Ultra Bonus Plans. Not later than the Effective Time, Ultra shall, or shall cause another Ultra Entity to, adopt a plan or plans that will provide annual bonuses for Ultra Group Employees transferred from the Delta Group to the Ultra Group (the “**Ultra Bonus Plans**”) that are substantially equivalent to the Delta Bonus Plans, subject to Ultra’s right to amend such plan after the Effective Time in accordance with the terms thereof. The Ultra Bonus Plans shall be approved prior to the Effective Time by the sole stockholder of Ultra, and Ultra Group Employees shall participate in such Ultra Bonus Plans immediately following the Effective Time; provided, however, that service with Delta shall be credited for the purposes of determining whether such Ultra Group Employee had been a participant in the Ultra Bonus Plans during the applicable performance period.
- (b) Adjusted Delta Group Bonuses. Annual bonuses shall be paid at the time such bonuses and incentives would otherwise have been paid in the ordinary course had the Distribution not occurred, in accordance with the terms of the relevant annual bonus program and subject to the continued employment of the recipient. The performance targets for any Delta Group annual bonus opportunities in effect immediately prior to the Effective Time shall be equitably adjusted (as determined by Delta in its discretion (subject to Section 4.5(b))) for any performance period following the Effective Time.
- (c) Allocation of Bonus Responsibility. For the avoidance of doubt, (i) the Ultra Group shall be solely responsible for funding, paying, and discharging all obligations relating to any annual cash incentive awards that any Ultra Group Employee is eligible to receive (A) under any Ultra Group annual bonus plans with respect to payments made beginning at or after the Effective Time, including the Ultra Bonus Plans, and (B) in accordance with Section 4.7(b) above, and no member of the Delta Group shall have any obligations with respect thereto and (ii) the Delta Group shall be solely responsible for funding, paying, and discharging all obligations relating to any annual cash incentive awards that any Delta Group Employee is eligible to receive under any Delta annual bonus plans with respect to payments made beginning at or after the Effective Time, and no member of the Ultra Group shall have any obligations with respect thereto.

4.8 Form S-8

As soon as reasonably practicable and subject to applicable Law, Ultra shall prepare and file with the Securities Exchange Commission a registration statement on Form S-8 (or another appropriate form) registering under the Securities Act the offering of a number of shares of Ultra Common Stock at a minimum

equal to the number of shares available under the Ultra 401(k) Plan, Ultra RSUs, Ultra PSUs and Ultra Options.

4.9 Tax Reporting and Withholding for Ultra Equity Awards

Ultra (or one of its Subsidiaries) will be responsible for all income, payroll, or other tax withholding, reporting and remittance obligations related to any equity incentive award granted to Ultra Group Employees, including the Ultra Options, Ultra RSUs and Ultra PSUs.

4.10 Approval of the Ultra Equity Plan

Not later than the Effective Time, Ultra shall, or shall have caused an Ultra Entity to, have adopted the Ultra Equity Plan and taken any necessary and appropriate actions to enable Ultra and the Ultra Equity Plan to assume the awards converted pursuant to this [Section 4](#). The Ultra Equity Plan shall be approved prior to the Effective Time by the sole stockholder of Ultra.

5. U.S. QUALIFIED RETIREMENT PLANS

5.1 Establishment of the Ultra 401(k) Plan

On or before the Effective Time, Ultra shall, or shall cause another Ultra Entity to, establish a defined contribution plan for the benefit of Ultra Group Employees (the “**Ultra 401(k) Plan**”), which (a) as of the date of its establishment, shall have terms that are substantially identical to the terms of the MAP and (b) through December 31, 2018, shall have the obligations with respect to employer matching contributions that are no more favorable to the Ultra Group Employees than those set forth in the terms of the MAP. Ultra shall be responsible for taking all necessary, reasonable, and appropriate action to establish, maintain, and administer the Ultra 401(k) Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt under Section 501(a) of the Code. Ultra (acting directly or through its Affiliates) shall be responsible for any and all Liabilities and other obligations with respect to the Ultra 401(k) Plan, provided that, as soon as reasonably practicable following Delta’s receipt of notice of Ultra’s payment of any employer matching contributions to Ultra Group Employees in respect of the plan year ending December 31, 2018 (together with reasonable details related thereto), Delta shall pay Ultra an amount equal to the product of (i) the aggregate amount of such contributions and (ii) a fraction, the numerator is the number of full and partial calendar months of 2018 ending on or prior to the Distribution Date and the denominator of which is twelve (12).

5.2 Transfer of MAP Assets and Liabilities

On or before the Effective Time (or such later time as mutually agreed by the Parties), Delta shall cause the accounts (including any outstanding loan balances) in the MAP attributable to Ultra Group Employees who will participate in the Ultra 401(k) Plan (the “**Ultra 401(k) Plan Beneficiaries**”) and all of the Assets and Liabilities in the MAP related thereto to be transferred in-kind to the Ultra 401(k) Plan, and Ultra shall cause the Ultra 401(k) Plan to accept such transfer of accounts and underlying Assets and Liabilities and, effective as of the date of such transfer, to assume and to fully perform, pay, and discharge, all obligations of the MAP relating to the accounts of the Ultra 401(k) Plan Beneficiaries (to the extent the Assets and Liabilities related to those accounts are actually transferred from the MAP to the Ultra 401(k) Plan) as of the establishment of such plan. The transfer of Assets and Liabilities shall be conducted in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(1)-1, and Section 208 of ERISA.

5.3 Treatment of Delta Common Stock and Ultra Common Stock

- (a) Ultra 401(k) Plan. The terms of the Ultra 401(k) Plan will provide, effective no later than the Effective Time: (i) for the establishment of a Delta Common Stock fund and an Ultra Common Stock fund, (ii) that shares of Delta Common Stock held in MAP accounts of Ultra 401(k) Plan Beneficiaries as of the date of transfer described in Section 5.2 of this Agreement shall be transferred in kind to the Delta Common Stock Fund under the Ultra 401(k) Plan, pursuant to Section 5.2 of this Agreement; (iii) that, immediately following the Effective Time, no new amounts may be invested in the Delta Common Stock fund and that additional shares of Delta Common Stock cannot be acquired by or held in the Ultra 401(k) Plan, other than through dividends; (iv) that the Ultra Common Stock fund under the Ultra 401(k) Plan shall receive a transfer of and hold all shares of Ultra Common Stock distributed in connection with the Distribution in respect of Delta Common Stock held in the accounts of Ultra 401(k) Plan Beneficiaries, and (v) that Ultra 401(k) Plan Beneficiaries shall be required to liquidate their holdings in the Delta Common Stock fund under the Ultra 401(k) Plan within twelve (12) months following the Effective Time, subject to the administrative provisions of the Ultra 401(k) Plan and the requirements of applicable Law, and invest those monies in any other investment fund offered under the Ultra 401(k) Plan.
- (b) Ultra Common Stock Held in MAP Accounts. The terms of the MAP will provide, effective no later than the Effective Time, for the establishment of an Ultra Common Stock fund. Shares of Ultra Common Stock distributed in connection with the Distribution in respect of shares of Delta Common Stock held in MAP accounts of Delta Group Employees or Former Delta Group Employees who participate in the MAP (the “**MAP Beneficiaries**”) shall be deposited in such Ultra Common Stock fund under the MAP. The terms of the MAP will provide that (i) no new amounts may be invested in the Ultra Common Stock Fund under the MAP, (ii) additional shares of Ultra Common Stock cannot be acquired by or held in the MAP, other than through dividends, and (iii) MAP Beneficiaries shall be required to liquidate their holdings in the Ultra Common Stock fund under the MAP within twelve (12) months following the Effective Time, subject to the administrative provisions of the MAP and the requirements of applicable Law, and invest those monies in any other investment fund offered under the MAP.

5.4 Continuation of Elections

As of the date on which MAP assets are transferred to the Ultra 401(k) Plan pursuant to Section 5.2, Ultra (acting directly or through members of the Ultra Group) shall cause the Ultra 401(k) Plan to recognize and maintain all MAP elections for each respective Ultra Group Employee, including, but not limited to, deferral, investment, and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to Ultra Group Employees to the extent such election or designation is available under the Ultra 401(k) Plan.

5.5 Tax Qualified Status

Ultra will take all steps and make any necessary filings with the IRS to establish and maintain the Ultra 401(k) Plan so that it is qualified under Section 401(a) of the Code and the related trust is tax-exempt under Section 501(a) of the Code, including seeking and obtaining a favorable determination letter from the IRS as to such qualification. Furthermore, no later than thirty (30) days prior to the Effective Time, Delta and Ultra (each acting directly or through their respective Affiliates) shall, to the extent necessary, file IRS Form 5310-A regarding the transfer of Assets and Liabilities from the MAP to the Ultra 401(k) Plan as discussed in this Section 5.

6. NONQUALIFIED PLANS

6.1 Key Employee Deferred Compensation Plan

- (a) Establishing Ultra Deferred Compensation Plan. On or prior to the Effective Time, Ultra shall, or shall cause another Ultra Entity to, establish and adopt a deferred compensation plan for its key employees (the “**Ultra Deferred Compensation Plan**”) to provide each Ultra Group Employee who was a participant in the Delta Deferred Compensation Plan as of immediately prior to the Effective Time (each, a “**Ultra Deferred Compensation Plan Beneficiary**”) benefits in respect of service and compensation following the establishment of such plan substantially similar to those accrued with respect to such person under the Delta Deferred Compensation Plan as of immediately prior to the establishment of such plan. As of the earlier of the Effective Time or the date on which such plan is established, the Ultra Group Employees shall no longer participate in the Delta Deferred Compensation Plan. The Parties agree that for purposes of the Delta Deferred Compensation Plan the employment of an Ultra Deferred Compensation Plan Beneficiary shall not be considered to have terminated as a result of the Distribution or the transfer of employment from Delta (or a Delta Entity) to Ultra (or an Ultra Entity), and such employment shall only be considered to terminate for purposes of the Ultra Deferred Compensation Plan when the employment of such Ultra Deferred Compensation Plan Beneficiary with the Ultra Group terminates in accordance with the terms of the Ultra Deferred Compensation Plan and applicable Laws.
- (b) Liability and Responsibility. The Liabilities in respect of Ultra Deferred Compensation Beneficiaries under the Delta Deferred Compensation Plans and the assets, if any, segregated in a rabbi trust solely for the purposes of satisfying such liabilities shall be assumed by or transferred to the member of the Ultra Group which sponsors the applicable Ultra Deferred Compensation Plan, effective as of the earlier of the Effective Time or the date on which such plan is established. For the avoidance of doubt, if no assets are segregated in such a rabbi trust, Delta shall have no obligation to transfer any assets to any member of the Ultra Group pursuant to this Section 6.1(b). Ultra shall have sole responsibility for the administration of the Ultra Deferred Compensation Plans and the payment of benefits thereunder to or on behalf of Ultra Group Employees, and no member of the Delta Group shall have any liability or responsibility therefor. Delta shall have sole responsibility for the administration of the Delta Deferred Compensation Plan and the payment of benefits thereunder to or on behalf of Delta Group Employees and Former Delta Group Employees, and no member of the Ultra Group shall have any liability or responsibility therefor.

7. WELFARE PLANS

7.1 Welfare Plans

On or before the Effective Time, Ultra shall, or shall cause another Ultra Entity to, establish and adopt Ultra Welfare Plans that will provide welfare benefits to each Ultra Group Employee who was a participant in any Delta Welfare Plan (and their eligible spouses and dependents, as the case may be) (collectively, the “**Ultra Welfare Plan Participants**”) under terms and conditions that are substantially identical to the Delta Welfare Plans. Coverage and benefits under the Ultra Welfare Plans shall then be provided to the Ultra Welfare Plan Participants on an uninterrupted basis, so far as is reasonably practicable, under the newly established Ultra Welfare Plans that shall contain substantially the same benefit provisions as in effect under the corresponding Delta Welfare Plans immediately prior to the Effective Time. Ultra Welfare Plan Participants shall cease to be eligible for coverage under the Delta Welfare Plans in the case of Ultra Welfare Plan Participants following the establishment and adoption of the Ultra Welfare Plans and the transfer of

such participants to the Ultra Welfare Plans. Delta Group Employees and Former Delta Group Employees shall not participate in any Ultra Welfare Plans at any time.

7.2 Transitional Matters Under Ultra Welfare Plans

- (a) Treatment of Claims Incurred. Except as set forth in Section 9.3(a):
- (i) Liability for Claims. With respect to unpaid covered claims incurred by any Ultra Welfare Plan Participant under any Delta Welfare Plans for periods of time before the date on which such Ultra Welfare Plans are established, including claims that are self-insured and claims that are fully insured through third-party insurance, Delta shall retain and be responsible for the payment for such claims or shall cause such Delta Welfare Plans to fully perform, pay and discharge all such claims, as the case may be. No Ultra Entity shall be responsible for any Liability with respect to any such claims. Notwithstanding the foregoing, neither Ultra Welfare Benefit Plans nor Ultra shall be responsible for a claim incurred prior to the date on which the respective Delta Group Employee is transferred to Ultra from Delta.
- (ii) Claims Incurred. For purposes of this Section 7.2(a), a claim or expense is deemed to be incurred (A) with respect to medical (including continuous hospitalization), dental, vision and/or prescription drug benefits, upon the rendering of health services giving rise to such claim or expense, (B) with respect to life insurance, accidental death and dismemberment and business travel accident insurance, upon the occurrence of the event giving rise to such claim or expense, and (C) with respect to short-term and long-term disability benefits, upon the date of an individual's disability, as determined by the disability benefit insurance carrier or claim administrator, giving rise to such claim or expense.
- (b) Credit for Deductibles and Other Limits. With respect to each Ultra Welfare Plan Participant, the Ultra Welfare Plans will use best efforts to give credit for the plan year in which the Effective Time occurs for any amount paid, number of services obtained or provider visits by such Ultra Welfare Plan Participant toward deductibles, out-of-pocket maximums, limits on number of services or visits, or other similar limitations to the extent such amounts are taken into account under the comparable Delta Welfare Plan.
- (c) COBRA. Delta and its Subsidiaries will be liable for all requirements under COBRA with respect to all Ultra Group Employees (and their qualifying beneficiaries) who, as of the day prior to the earlier of the Distribution Date or the date on which such employee is transferred to Ultra, were covered under a Delta Benefit Plan pursuant to COBRA or who have a COBRA qualifying event (as defined in Section 4980B of the Code) that had occurred prior to the earlier of the Distribution Date or the date on which such employee is transferred to Ultra. With respect to Ultra Group Employees (and their qualifying beneficiaries), Ultra shall be liable for all requirements under COBRA with respect to any COBRA qualifying event occurring on or after the earlier of the Distribution Date or the date on which such employee is transferred to Ultra.

7.3 Continuity of Benefits

- (a) Additional Details Regarding Flexible Spending Accounts. To the extent any Ultra Welfare Plan provides or constitutes a health care flexible spending account, dependent care flexible spending account, or commuter transportation spending accounts (each, a "Ultra FSA"), such Ultra Welfare Plan shall be effective as of the earlier of the Effective Time or the date on which such plan is established.

- (i) It is the intention of the Parties that all activity under an Ultra Welfare Plan Participant's flexible spending account with Delta for the plan year in which the Effective Time occurs be treated instead as activity under the corresponding Ultra FSA. Accordingly, (A) any period of participation by an Ultra Welfare Plan Participant in a Delta flexible spending account during the plan year in which the Effective Time occurs (the "**FSA Participation Period**") will be deemed a period when the Ultra Welfare Plan Participant participated in the corresponding Ultra FSA, (B) all expenses incurred during the FSA Participation Period will be deemed incurred while the Ultra Welfare Plan Participant's coverage was in effect under the corresponding Ultra FSA, and (C) all elections and reimbursements made with respect to an FSA Participation Period under a Delta flexible spending account will be deemed to have been made with respect to the corresponding Ultra FSA.
- (ii) If the aggregate reimbursement payouts made to Ultra Welfare Plan Participants prior to the date on which such participants were transferred to Ultra from the applicable Delta Welfare Plan flexible spending accounts during the plan year in which the Effective Time occurs are less than the aggregate accumulated contributions to such accounts made by such Ultra Welfare Plan Participants prior to the date on which such participants were transferred to Ultra for such plan year, Delta shall cause an amount equal to the amount by which such contributions are in excess of such reimbursement payouts to be transferred to Ultra (or an Ultra Entity designated by Ultra) by wire transfer of immediately available funds as soon as practicable, but in no event later than forty-five (45) days, following the Effective Time.
- (iii) If the aggregate reimbursement payouts made to Ultra Welfare Plan Participants prior to the date on which such participants were transferred to Ultra from the applicable Delta Welfare Plan flexible spending accounts during the plan year in which the Effective Time occurs exceed the aggregate accumulated contributions to such accounts made by the Ultra Welfare Plan Participants prior to the date on which such participants were transferred to Ultra for such plan year, Ultra shall cause an amount equal to the amount by which such reimbursement payouts are in excess of such contributions to be transferred to Delta (or a Delta Group Entity designated by Delta) by wire transfer of immediately available funds as soon as practicable, but in no event later than 45 days, following the Effective Time.
- (iv) Notwithstanding anything in this Section 7.3(a), at and after the earlier of the Effective Time or the date on which such plans are established, the Ultra Group shall assume, and cause the Ultra Welfare Plans to be solely responsible for, all claims by Ultra Welfare Plan Participants under the applicable Delta Welfare Plan flexible spending accounts that were incurred in the plan year in which the Distribution occurs, whether incurred prior to, on, or after the Effective Time, that have not been paid in full as of the Effective Time.
- (b) Additional Details Regarding Health Savings Accounts. To the extent that any Ultra Welfare Plan provides or constitutes a health savings account (each a "**Ultra HSA**"), such Ultra Welfare Plan shall be effective no later than as of the Effective Time. It is the intention of the Parties that all activity under an Ultra Welfare Plan Participant's health savings account with Delta for the year in which the Distribution occurs be treated instead as activity under the corresponding Ultra HSA. Accordingly, (i) any period of participation by an Ultra Welfare Plan Participant in a Delta health savings account during the year in which the Effective Time occurs (the "**HSA Participation Period**") will be deemed a period when the Ultra Welfare Plan Participant participated in the corresponding Ultra HSA, (ii) all expenses incurred during the HSA Participation Period will be deemed incurred while the Ultra Welfare Plan Participant's coverage was in effect under the

corresponding Ultra HSA, and (iii) all elections and reimbursements made with respect to an HSA Participation Period under a Delta health savings account will be deemed to have been made with respect to the corresponding Ultra HSA.

- (c) Waiver of Conditions or Restrictions. Unless prohibited by applicable Law, the Ultra Welfare Plans will waive all limitations as to preexisting conditions, exclusions, service conditions, waiting period limitations or evidence of insurability requirements that would otherwise be applicable to the Ultra Welfare Plan Participant following the Effective Time to the extent that such Employee had previously satisfied such limitation under the corresponding Delta Welfare Plan.

7.4 Insurance Contracts

To the extent any Delta Welfare Plan is funded through the purchase of an insurance contract or is subject to any stop loss contract, Delta and Ultra will cooperate and use their commercially reasonable efforts to replicate such insurance contracts for Ultra (except to the extent changes are required under applicable state insurance Laws or filings by the respective insurers) and to maintain any pricing discounts or other preferential terms for both Delta and Ultra for a reasonable term. Neither Party shall be liable for failure to obtain such insurance contracts, pricing discounts, or other preferential terms for the other Party. Each Party shall be responsible for any additional premiums, charges, or administrative fees that such Party may incur pursuant to this Section 7.4.

7.5 Third-Party Vendors

Except as provided below, to the extent any Delta Welfare Plan is administered by a third-party vendor, Delta and Ultra will cooperate and use their commercially reasonable efforts to replicate any contract with such third-party vendor for Ultra and to maintain any pricing discounts or other preferential terms for both Delta and Ultra for a reasonable term. Neither Party shall be liable for failure to obtain such pricing discounts or other preferential terms for the other Party. Each Party shall be responsible for any additional premiums, charges, or administrative fees that such Party may incur pursuant to this Section 7.5.

8. WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION

8.1 Workers' Compensation

Workers' compensation will be dealt with as per Section 10 of the Separation and Distribution Agreement.

8.2 Unemployment Compensation

- (a) Ultra Unemployment Compensation. Effective as of the Effective Time, Ultra shall, or shall cause another Ultra Entity to, assume the obligations for all claims and Liabilities relating to unemployment compensation benefits for all Ultra Group Employees. Effective as of the Effective Time, Ultra, acting through the Ultra Entity employing each Ultra Group Employee, will be responsible for establishing new unemployment insurance employer accounts, policies and claims handling contracts with the applicable government agencies. To the extent that such insurance coverage cannot be obtained by Ultra or an Ultra Entity, or, pursuant to state laws and processes, such Liabilities are assessed by a state against Delta, in respect of claims and Liabilities otherwise to be assumed by Ultra or an Ultra Entity pursuant to this Section 8.2, Delta shall remain primarily liable for such claims and Liabilities, but Ultra shall indemnify and hold harmless Delta for any such claims and Liabilities. If the preceding sentence applies, then at one or more

mutually agreed upon dates, Delta will reasonably and in good faith determine the present value of such claims and Liabilities and Ultra shall reimburse Delta for that amount.

- (b) Delta Unemployment Compensation. Effective as of the Effective Time, the Delta Entity employing each Delta Group Employee shall have (and, to the extent it has not previously had such obligations, such Delta Entity shall assume) the obligations for all claims and Liabilities relating to unemployment compensation benefits for all Delta Group Employees. Effective as of the Effective Time, the Delta Entity formerly employing each Former Delta Group Employee shall have (and, to the extent it has not previously had such obligations, such Delta Entity shall assume) the obligations for all claims and Liabilities relating to unemployment compensation benefits for all Former Delta Group Employees.
- (c) Cooperation. Ultra and Delta shall use commercially reasonable efforts to provide that unemployment insurance costs are not adversely affected for either of them by reason of the Distribution.

9. BENEFIT ARRANGEMENTS AND OTHER MATTERS

9.1 Termination of Participation

Except as otherwise provided under this Agreement, effective as of immediately after the Effective Time, Ultra Group Employees shall not be eligible to participate in any Delta Benefit Plan.

9.2 Accrued Time Off

Ultra shall recognize and assume all Liability for all unused vacation, holiday, sick leave, flex days, personal days and paid-time off and other time-off benefits with respect to Ultra Group Employees which accrued prior to the Effective Time and Ultra shall credit each Ultra Group Employee with such accrual. To the extent necessary or appropriate under applicable Law to obtain consents from any Ultra Group Employees to recognize and assume such Liability, Ultra shall use commercially reasonable efforts to seek such consents and, if any such consents are not received after such efforts and Delta pays any Ultra Group Employees in respect of such Liability, Ultra shall reimburse Delta for the amount of such payment (and any payroll Tax obligations in respect thereof) within thirty (30) days following the Distribution Date, subject to receipt of reasonable verification from Delta. Delta shall recognize and assume all Liability for all unused vacation, holiday, sick leave, flex days, personal days and paid-time off and other time-off benefits with respect to Delta Group Employees which accrued prior to the Effective Time.

9.3 Leaves of Absence/Inactive Employees

- (a) To the extent (i) any Ultra Group Employee is not actively at work as of the Distribution Date as a result of (A) disability (either long-term or short term, in either case as defined in the applicable Delta Plan) or (B) an approved leave of absence that is reasonably expected to result in any such disability and (ii) Delta determines in good faith that such Ultra Group Employee cannot become eligible to receive disability or similar benefits under an Ultra Plan that provides a comparable form of benefits to those provided under the Delta Plans ("Delayed Transfer Ultra Group Employee"), the employment of such Ultra Group Employee will not, unless otherwise required by law, transfer as of the Distribution Date and shall instead transfer on the first date on which such Ultra Group Employee can be covered by an Ultra Plan that provides a comparable form of benefits or returns to active employment, whichever is earlier (the "Delayed Transfer Date"). To the extent Delta incurs any costs or expenses (other than increase in insurance premiums as a result of changes

in claims history due to the Delayed Transfer Ultra Group Employees) with respect to the Delayed Transfer Ultra Group Employee following the Distribution Date, Ultra shall reimburse Delta for the aggregate amount of such costs and expenses within thirty (30) days following written request for reimbursement, subject to receipt of reasonable verification from Delta.

- (b) Subject to Section 9.3(a), Ultra will continue to apply the appropriate leave of absence policies applicable to inactive Ultra Group Employees who are on an approved leave of absence as of the Effective Time. Leaves of absence taken by Ultra Group Employees prior to the Effective Time shall be deemed to have been taken as employees of a member of the Ultra Group.

9.4 Certain Director Fees

With respect to any Delta Director and Ultra Director, Delta shall retain responsibility for the payment of any fees payable in respect of service on the board of directors of Delta that are payable but not yet paid as of the Effective Time, and Ultra shall not have any responsibility for any such payments. With respect to any Ultra Director, Ultra shall be responsible for the payment of any fees payable in respect of service on the board of directors of Ultra that are earned at any time beginning at or after the Effective Time, and Delta shall not have any responsibility for any such payments. With respect to any Delta Director, Delta shall be responsible for the payment of any fees payable in respect of service on the board of directors of Delta that are earned at any time beginning at or after the Effective Time, and Ultra shall not have any responsibility for any such payments.

9.5 Restrictive Covenants in Employment and Other Agreements

- (a) To the fullest extent permitted by the agreements described in this Section 9.5(a) and applicable Law, Delta shall assign, or cause an applicable member of the Delta Group to assign, to Ultra or a member of the Ultra Group, as designated by Ultra, all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) and the assignment of any intellectual property between a member of the Delta Group and an Ultra Group Employee, with such assignment to be effective as of the Effective Time. To the extent that assignment of such agreements is not permitted, effective as of the Effective Time, each member of the Ultra Group shall be considered to be a successor to each member of the Delta Group for purposes of, and a third-party beneficiary with respect to, all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) and the assignment of any intellectual property between a member of the Delta Group and an Ultra Group Employee, such that each member of the Ultra Group shall enjoy all the rights and benefits under such agreements (including rights and benefits as a third-party beneficiary), with respect to the business operations of the Ultra Group; provided, however, that in no event shall Delta be permitted to enforce such restrictive covenant agreements against Ultra Group Employees for action taken in their capacity as employees of a member of the Ultra Group.
- (b) To the fullest extent permitted by the agreements described in this Section 9.5(b) and applicable Law, Ultra shall assign, or cause an applicable member of the Ultra Group to assign, to Delta or a member of the Delta Group, as designated by Delta, all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) and the assignment of any intellectual property between a member of the Ultra Group and a Delta Group Employee, with such assignment to be effective as of the Effective Time. To the extent that assignment of such

agreements is not permitted, effective as of the Effective Time, each member of the Delta Group shall be considered to be a successor to each member of the Ultra Group for purposes of, and a third-party beneficiary with respect to, all agreements containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) and the assignment of any intellectual property between a member of the Ultra Group and a Delta Group Employee, such that each member of the Delta Group shall enjoy all the rights and benefits under such agreements (including rights and benefits as a third-party beneficiary), with respect to the business operations of the Delta Group; provided, however, that in no event shall Ultra be permitted to enforce such restrictive covenant agreements against Delta Group Employees for action taken in their capacity as employees of a member of the Delta Group.

10. NON-U.S. EMPLOYEES

10.1 General Principles

Notwithstanding any other provision of this Agreement to the contrary, except as explicitly set forth in this Section 10, Delta Group Employees and Ultra Group Employees who are resident outside of the U.S. or otherwise are subject to non-U.S. Law and their related benefits and obligations shall be treated, in so far as is practicable, in the same manner as the Delta Group Employees and Ultra Group Employees who are resident in the U.S.; provided, however, that all actions taken with respect to non-U.S. Employees in connection with the Distribution will be accomplished in accordance with applicable Law and custom in each of the applicable jurisdictions.

10.2 Treatment of Equity Awards Held by Non-U.S. Employees

Equity awards held by non-U.S. Employees of the Delta Group or the Ultra Group shall have such special adjustments and provisions as are reasonably needed to satisfy any applicable local Law.

11. GENERAL PROVISIONS

11.1 Preservation of Rights to Amend

The rights of each member of the Delta Group and each member of the Ultra Group to amend, waive, or terminate any Benefit Plan shall not be limited in any way by this Agreement.

11.2 Confidentiality

Each Party agrees that any information conveyed or otherwise received by or on behalf of a Party in conjunction herewith that is not otherwise public through no fault of such Party is confidential and is subject to the terms of the confidentiality provisions set forth herein and in the Separation and Distribution Agreement, including Section 3.3(e) of this Agreement and Section 8.5 of the Separation and Distribution Agreement.

11.3 Administrative Complaints/Litigation

Except as otherwise provided in this Agreement, on and after the Distribution Date, Ultra shall assume, and be solely liable for, the handling, administration, investigation, and defense of actions, including ERISA, occupational safety and health, employment standards, union grievances, wrongful dismissal,

discrimination or human rights, and unemployment compensation claims asserted at any time against Delta or any member of the Delta Group by any Ultra Group Employee (including any dependent or beneficiary of any such Employee) or any other person, to the extent such actions or claims arise out of or relate to employment or the provision of services (whether as an employee, contractor, consultant, or otherwise) to or with respect to the business activities of any member of the Ultra Group or the Ultra Business after the Distribution Date. Except as otherwise provided in this Agreement, Delta shall retain and, if applicable, assume, and be solely liable for, the handling, administration, investigation, and defense of actions, including ERISA, occupational safety and health, employment standards, union grievances, wrongful dismissal, discrimination or human rights, and unemployment compensation claims asserted at any time against Ultra or any member of the Ultra Group by any Delta Group Employee (including any dependent or beneficiary of any such Employees), except to the extent such actions or claims arise out of or relate to employment or the provision of services (whether as an employee, contractor, consultant or otherwise) to or with respect to the business activities of any member of the Ultra Group or the Ultra Business after the Distribution Date. To the extent that any legal action relates to a putative or certified class of plaintiffs, which includes both Delta Group Employees (or Former Delta Group Employees) and Ultra Group Employees and such action involves employment or benefit plan related claims, reasonable costs and expenses incurred by the Parties in responding to such legal action shall be allocated among the Parties equitably in proportion to a reasonable assessment of the relative proportion of Employees included in or represented by the putative or certified plaintiff class. The procedures contained in the indemnification and related litigation cooperation provisions of the Separation and Distribution Agreement shall apply with respect to each Party's indemnification obligations under this Section 11.3.

11.4 Reimbursement and Indemnification

Each Party agrees to reimburse the other Party, within thirty (30) days of receipt from the other Party of reasonable verification, for all costs and expenses which the other Party may incur on its behalf as a result of any of the respective Delta and Ultra Welfare Plans, Retirement Plans, Benefit Plans, and Deferred Compensation Plans and, as contemplated by Sections 4, 5, 6 and 7, any termination or severance payments or benefits. All Liabilities retained, assumed, or indemnified against by Ultra pursuant to this Agreement, and all Liabilities retained, assumed, or indemnified against by Delta pursuant to this Agreement, shall in each case be subject to the indemnification provisions of the Separation and Distribution Agreement. Notwithstanding anything to the contrary, (i) no provision of this Agreement shall require any member of the Ultra Group to pay or reimburse to any member of the Delta Group any benefit-related cost item that a member of the Ultra Group has paid or reimbursed to any member of the Delta Group prior to the Effective Time and (ii) no provision of this Agreement shall require any member of the Delta Group to pay or reimburse to any member of the Ultra Group any benefit-related cost item that a member of the Delta Group has paid or reimbursed to any member of the Ultra Group prior to the Effective Time.

11.5 Costs of Compliance with Agreement

Except as otherwise provided in this Agreement or any other contractual agreement or arrangement, each Party shall pay its own expenses in fulfilling its obligations under this Agreement.

11.6 Fiduciary Matters

Delta and Ultra each acknowledges that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall

be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good-faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

11.7 Entire Agreement

This Agreement, together with the documents referenced herein (including the Separation and Distribution Agreement and the Benefit Plans), constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof. To the extent any provision of this Agreement conflicts with the provisions of the Separation and Distribution Agreement (other than Sections 11.10 and 11.15(b) thereof), the provisions of this Agreement shall be deemed to control with respect to the subject matter hereof.

11.8 Binding Effect; No Third-Party Beneficiaries; Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon any third parties any remedy, claim, Liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement. Nothing in this Agreement is intended to amend any Benefit Plan or affect the applicable plan sponsor's right to amend or terminate any Benefit Plan pursuant to the terms of such plan. The provisions of this Agreement are solely for the benefit of the Parties, and no current or former Employee, officer, director, or independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement. This Agreement may not be assigned by any Party, except with the prior written consent of the other Party.

11.9 Amendment; Waivers

No change or amendment may be made to this Agreement except by an instrument in writing signed on behalf of each of the Parties and in accordance with Sections 11.10 and 11.15(b) of the Separation and Distribution Agreement. Subject to Sections 11.10 and 11.15(b) of the Separation and Distribution Agreement, any Party may, at any time, (i) extend the time for the performance of any of the obligations or other acts of another Party, (ii) waive any inaccuracies in the representations and warranties of another Party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by another Party with any of the agreements, covenants, or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. No failure or delay on the part of any Party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant, or agreement contained herein, nor shall any single or partial exercise of any such right preclude other or further exercises thereof or of any other right.

11.10 Remedies Cumulative

All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

11.11 Notices

Unless otherwise expressly provided herein, all notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given (i) when personally delivered, (ii) if mailed by registered or certified mail, postage prepaid, return receipt requested, on the date the return receipt is executed or the letter is refused by the addressee or its agent, (iii) if sent by overnight courier which delivers only upon the executed receipt of the addressee, on the date the receipt acknowledgment is executed or refused by the addressee or its agent, or (iv) if sent by facsimile or electronic mail, on the date confirmation of transmission is received (provided that a copy of any notice delivered pursuant to this clause (iv) shall also be sent pursuant to clause (i), (ii) or (iii)), addressed to the attention of the addressee's General Counsel at the address of its principal executive office or to such other address or facsimile number for a Party as it shall have specified by like notice.

11.12 Counterparts

This Agreement, including the other documents referred to herein, may be executed in multiple counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

11.13 Severability

If any term or other provision of this Agreement is determined by a non-appealable decision by a court, administrative agency, or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the court, administrative agency, or arbitrator shall interpret this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible. If any sentence in this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

11.14 Governing Law

This Agreement (and any claims or disputes arising out of or related hereto or thereto or to the transactions contemplated hereby and thereby or to the inducement of any Party to enter herein and therein, whether for breach of contract, tortious conduct, or otherwise and whether predicated on common law, statute, or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of laws principles of the State of New York, including all matters of validity, construction, effect, enforceability, performance, and remedies.

11.15 Dispute Resolution

The procedures for negotiation and binding arbitration set forth in Section 9 of the Separation and Distribution Agreement shall apply to any dispute, controversy or claim (whether sounding in contract, tort

or otherwise) that arises out of or relates to this Agreement, any breach or alleged breach hereof, the transactions contemplated hereby (including all actions taken in furtherance of the transactions contemplated hereby on or prior to the date hereof), or the construction, interpretation, enforceability, or validity hereof. For the avoidance of doubt, this Section 11.15 shall not apply to any dispute, controversy or claim (whether sounding in contract, tort or otherwise) that arises out of or relates to Sections 11.10 or 11.15(b) of the Separation and Distribution Agreement.

11.16 Performance

Each of Delta and Ultra shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any member of the Delta Group and any member of the Ultra Group, respectively. Each of the Parties agrees to take such further actions and to execute, acknowledge, and deliver, or to cause to be executed, acknowledged, and delivered, all such further documents as are reasonably requested by the other for carrying out the purposes of this Agreement or of any document delivered pursuant to this Agreement.

11.17 Construction

This Agreement shall be construed as if jointly drafted by the Parties and no rule of construction or strict interpretation shall be applied against any Party.

11.18 Effect if Distribution Does Not Occur

Notwithstanding anything in this Agreement to the contrary, if the Separation and Distribution Agreement is terminated prior to the Effective Time, this Agreement shall be of no further force and effect and shall be void *ab initio*.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.
Name: William L. Deckelman, Jr.
Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.
Name: William L. Deckelman, Jr.
Title: Vice President and Secretary

TAX MATTERS AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC TECHNOLOGY COMPANY

and

PERSPECTA INC.

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This **TAX MATTERS AGREEMENT** (this "**Agreement**") is dated as of May 31, 2018, by and between DXC Technology Company, a Nevada corporation ("**Delta**") and Perspecta Inc., a Nevada corporation ("**Ultra**"). Delta and Ultra are also referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (A) As of the date hereof, Delta is the common parent of an affiliated group of domestic corporations within the meaning of Section 1504(a) of the Code (the "**Affiliated Group**"), and the members of the Affiliated Group have heretofore joined in filing consolidated federal Income Tax Returns;
- (B) Delta, acting through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;

- (C) The Board of Directors of Delta (the “**Board**”) has determined that it is appropriate, desirable and in the best interests of Delta and its stockholders to separate Delta into two separate, publicly traded companies, one for each of (i) the Delta Business, which shall be owned and conducted, directly or indirectly, by Delta and (ii) the Ultra Business, which shall be owned and conducted, directly or indirectly, by Ultra;
- (D) In order to effect such separation, the Board has determined that it is appropriate, desirable and in the best interests of Delta and its stockholders to undertake the Internal Reorganization and, following the completion of the Internal Reorganization, for Delta to distribute *pro rata* to the Record Holders in accordance with the Distribution Ratio all of the issued and outstanding shares of Ultra Common Stock (the “**Distribution**”);
- (E) It is the intention of the Parties that the Distribution qualify as a tax-free distribution under Section 355 of the Code;
- (F) It is the intention of the Parties that the contributions of Ultra Assets to, and the assumption of Ultra Liabilities and the payment of the Special Dividend by, Ultra prior to the Distribution, together with the Distribution (collectively, the “**Separation**”), qualify as a reorganization within the meaning of Sections 368(a)(1)(D) and 355 of the Code; and
- (G) As a result of the Distribution, the Parties desire to enter into this Agreement to provide for certain Tax matters, including the assignment of responsibility for the preparation and filing of Tax Returns, the payment of and indemnification for Taxes (including Taxes with respect to the Distribution and related transactions as contemplated in the Separation and Distribution Agreement and the other Ancillary Agreements), entitlement to refunds of Taxes, and the prosecution and defense of any Tax controversies.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement and not defined herein shall have the meanings that such terms have in the Separation and Distribution Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Active Business**” means any active business relied on by the Ultra Group to satisfy the active trade or business requirement of Section 355(b) of the Code in connection with the Separation or any Internal Distribution. Each Active Business has been listed by Delta on Schedule I.

“**Affiliate**” is defined in the Separation and Distribution Agreement.

“**Affiliated Group**” is defined in the recitals hereof.

“**Agreement**” is defined in the preamble hereof.

“**Breaching Party**” is defined in Section 4.2.

“**Business Day**” or “**Business Days**” means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by law to be closed in New York City or Virginia.

“**Closing of the Books Method**” means the apportionment of items between portions of a Tax Period based on a closing of the books and records on the Distribution Date (as if the Distribution Date was the end of such Tax Period); *provided* that any items not susceptible to such apportionment shall be apportioned on the basis of elapsed days during the relevant portion of the Tax Period.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Consolidated Return**” means any Income Tax Return filed pursuant to Section 1502 of the Code, or any comparable combined, consolidated, or unitary group Income Tax Return filed under state or local Tax Law with respect to which Delta or any Delta Subsidiary is the parent entity.

“**Delta**” is defined in the preamble hereof.

“**Delta/Ultra Disclosure Schedule**” is defined in the Merger Agreement.

“**Delta Business**” is defined in the Separation and Distribution Agreement.

“**Delta Group**” is defined in the Separation and Distribution Agreement.

“**Delta Subsidiary**” means any Subsidiary of Delta other than Ultra or any Ultra Subsidiary.

“**Distribution**” is defined in the recitals hereof.

“**Distribution Date**” means the Business Day on which the Distribution is effected.

“**Distribution Taxes**” means any and all Taxes incurred as a result of (a) the failure of the Distribution to qualify as a tax-free distribution to Delta’s stockholders under Section 355(a) of the Code, (b) the failure of the Separation or any Internal Distribution to qualify as a tax-free transaction under Section 368(a)(1)(D) and/or Section 355 of the Code or (c) the failure of the stock of Ultra distributed in the Distribution (or the stock of any Ultra Subsidiary or Delta Subsidiary distributed in any Internal Distribution) be treated as qualified property pursuant to Section 355(e) of the Code.

“**Effective Time**” is defined in the Separation and Distribution Agreement.

“**Final Determination**” means the final resolution of liability for any Tax for any taxable period, including any related interest or penalties, by or as a result of (i) a final and unappealable decision, judgment, decree or other order by any court of competent jurisdiction, (ii) a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or comparable agreement under the laws of other jurisdictions which resolves the entire Tax liability for any taxable period, (iii) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered by the jurisdiction imposing the Tax, or (iv) any other final disposition.

“**Force Majeure**” is defined in the Separation and Distribution Agreement.

“**HPE Tax Matters Agreement**” means the Tax Matters Agreement by and among Hewlett Packard Enterprise Company, Everett Spinco, Inc., and Computer Sciences Corporation, dated as of March 31, 2017.

“**Included Party**” is defined in Section 3.3(b).

“**Income Tax**” or “**Income Taxes**” means any income, franchise or similar Taxes imposed on (or measured by) net income or net profits.

“**Income Tax Returns**” means all Tax Returns relating to Income Taxes.

“**Indemnified Liability**” means any liability subject to indemnification pursuant to Section 4.2.

“**Internal Distribution**” means any transaction (or series of transactions) effected as part of the Internal Reorganization that is intended to qualify as a tax-free transaction under Section 355 and/or Section 368(a)(1)(D) of the Code. Each Internal Distribution, including the Ultra Subsidiaries that were a party thereto and the Ultra Subsidiaries and Delta Subsidiaries the stock of which was distributed therein, has been listed by Delta on Schedule II.

“**Internal Reorganization**” is defined in the Separation and Distribution Agreement.

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

“**LIBOR**” is defined in the Separation and Distribution Agreement.

“**Losses**” has the meaning ascribed to the term “Indemnifiable Losses” in the Separation and Distribution Agreement.

“**Merger Agreement**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**Mergers**” shall have the meaning set forth in the Merger Agreement.

“**Non-Breaching Party**” is defined in Section 4.2.

“**Opinion**” means the opinion delivered by Skadden, Arps, Slate, Meagher & Flom LLP pursuant to Section 4.4(e) of the Separation and Distribution Agreement.

“**Other Taxes**” means Taxes other than Income Tax, other than any such Taxes imposed or incurred in connection with the Internal Reorganization or the Separation.

“**Party**” is defined in the preamble hereof.

“**Payment Period**” is defined in Section 2.4(d).

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

“**Preparing Party**” is defined in Section 3.3(b).

“**Proceeding**” means any audit, examination or other proceeding brought by a Taxing Authority with respect to Taxes.

“**Protective 336 Election**” is defined in Section 4.4(a).

“**Prohibited Acts**” is defined in Section 4.1.

“**Requesting Party**” is defined in Section 4.1.

“**Restricted Period**” means the two (2)-year period commencing on the Distribution Date.

“**Separation**” is defined in the recitals hereof.

“**Separation and Distribution Agreement**” means the Separation and Distribution Agreement, dated as of the date hereof, between Delta and Ultra.

“**Special Dividend**” is defined in the Separation and Distribution Agreement.

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

“**Stub Taxable Period**” is defined in Section 3.3(a).

“**Subsidiary**” is defined in the Separation and Distribution Agreement.

“**Tax**” or “**Taxes**” means (i) all taxes, charges, fees, imposts, levies or other assessments imposed by a Taxing Authority, including all net income, gross receipts, capital, sales, use, gains, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, custom duties, fees, assessments and charges of any kind whatsoever and (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax Return related thereto. Whenever the term “Tax” or “Taxes” is used it shall include penalties, fines, additions to tax and interest thereon.

“**Tax Package**” is defined in Section 3.3(b).

“**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 Returns**” means any report, return, statement or similar document (including information returns and amended returns), including any schedules or attachments thereto, and any amendment or supplement thereof, required to be filed or that were or may be filed for any period with any Taxing Authority in connection with any Tax or Taxes (whether domestic or foreign).

“**Taxing Authority**” means any governmental authority (whether United States or non-United States, and including any state, municipality, political subdivision or governmental agency) responsible for the imposition, administration, collection, determination or regulation of any Tax.

“**Ultra**” is defined in the preamble hereof.

“**Ultra Business**” is defined in the Separation and Distribution Agreement.

“**Ultra Group**” is defined in the Separation and Distribution Agreement.

“**Ultra Subsidiary**” means (i) any Subsidiary of Ultra after the Distribution Date and (ii) any Subsidiary of Ultra before the Distribution Date the successor of which is described in (i) above.

“**Ultra Tax Savings**” is defined in Section 4.4(b).

1.2 References; InterpretationReferences in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, such Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

2. ALLOCATION OF TAX LIABILITIES

2.1 Payment of TaxesTaxes Upon Filing and Adjusted Income Taxes.

(i) The Party responsible for the filing of a Tax Return pursuant to Sections 3.1 and 3.2 shall pay to the relevant Taxing Authority all Taxes due or payable in connection with such Tax Return (including any amounts relating to adjustments to such Tax

Return) and shall be entitled to any refunds (including, for the avoidance of doubt, any similar credit or offset against Taxes) in connection therewith.

(ii) Notwithstanding the foregoing, except as otherwise provided in Section 2.2(c), with respect to any Tax Return (other than a Consolidated Return) of Ultra (but, for the avoidance of doubt, no other member of the Ultra Group) for any taxable period (whether ending on, before or after the Distribution Date), Ultra shall be liable for, and shall be entitled to any refunds of, Taxes (including any amounts relating to adjustments to such Tax Return) relating to such taxable period.

(b) Separation Taxes. Notwithstanding anything in this Section 2.1 to the contrary, and except as provided in Section 4, Delta shall be liable for, and shall be entitled to any refunds of, any Taxes for a taxable period that begins on or before the Distribution Date imposed or incurred in connection with the Internal Reorganization or the Separation, including (i) Distribution Taxes, (ii) Taxes imposed as a result of Delta otherwise recognizing any gain in connection with the Distribution (including, for the avoidance of doubt, the related internal transactions), (iii) Taxes imposed as a result of the recapture of any previously claimed Tax items in connection with the Distribution, (iv) Taxes imposed as a result of any deferred intercompany item or excess loss account (or any similar item under state, local or foreign Tax law) being taken into account in connection with the Distribution pursuant to Section 1502 of the Code and the regulations promulgated thereunder (or any similar provision of state, local or foreign Tax law) and (v) any stamp, duty, transfer, sales and use or similar Taxes incurred in connection with the Internal Reorganization or the Separation.

(c) Other Taxes. At the conclusion of any Proceeding relating to Other Taxes, Delta and Ultra shall reasonably cooperate with one another in a timely manner to determine the amount of any Other Taxes payable by Delta that are attributable to the Ultra Business (and vice-versa) and Ultra or Delta, as the case may be, shall pay such amount of Other Taxes imposed with respect to the Ultra Business or the Delta Business, as applicable, to Delta or Ultra, respectively.

2.2 Indemnity Subject to Section 4, Delta shall indemnify Ultra and its Affiliates from all liability for Taxes for which Delta is responsible pursuant to Section 2.1 and any related Losses.

(a) Subject to Section 4, Ultra shall indemnify Delta and its Affiliates from all liability for Taxes for which Ultra is responsible pursuant to Section 2.1 and any related Losses. With respect to any liability of Ultra for Income Taxes of any affiliated, consolidated, combined, unitary or similar Tax group of which Ultra or any Ultra Subsidiary was a member or in which the Ultra Business was included in a Pre-Distribution Period (other than an affiliated, consolidated, combined, unitary or similar Tax group with respect to which Delta or a Delta Subsidiary was a parent), to the extent Delta may be indemnified for such Income Taxes under the HPE Tax Matters Agreement, Delta shall use its commercially reasonable efforts to seek indemnification for such Income Taxes from Hewlett Packard Enterprise Company. Delta shall pay or cause to be paid to Ultra any such indemnity payments Delta receives from Hewlett Packard Enterprise Company to the extent related to such Ultra Income Taxes, less any Taxes and expenses, fees and costs (including professional fees) incurred by Delta in its sole discretion (and not otherwise reimbursed for or borne by Ultra) in obtaining such indemnity, within thirty (30) days after the receipt thereof. Ultra shall cooperate with Delta in obtaining any such indemnity from Hewlett Packard Enterprise Company and shall reimburse any expenses, fees and costs incurred by Delta in connection with obtaining such indemnity.

(b) Notwithstanding anything herein to the contrary, Delta shall indemnify Ultra and its Affiliates for Taxes incurred by Ultra or any of its Affiliates as a result of the federal Income Tax audits disclosed in Section 4.12(b) of the Delta/Ultra Disclosure Schedule (including any related judicial or administrative Proceedings or contests) (the “**Specified Actions**”), and any related Losses, except to the extent any such Taxes or Losses actually result from Ultra’s or its Affiliate’s interference with Delta’s or Hewlett Packard Enterprise Company’s conduct of any such Specified Action.

(c) Unless otherwise agreed in writing, the indemnifying Party shall pay to the indemnified Party the amount required to be paid pursuant to this Section 2.2 within thirty (30) days of being notified of the amount due by the indemnified Party. The notice by the indemnified Party requesting such payment shall be accompanied by the calculations and other information used to determine the indemnifying Party’s obligations hereunder. Such payment shall be paid by the indemnifying Party to the indemnified Party by wire transfer of immediately available funds to an account designated by the indemnified Party by written notice to the indemnifying Party prior to the due date of such payment. In the event of a disagreement as to the amount required to be paid pursuant to this Section 2.2, the indemnifying Party and the indemnified Party shall cooperate with one another in good faith to resolve any such disagreement.

2.3 Contests

(a) Subject to Section 4, the right to control the conduct of any Proceeding shall belong to the Party responsible, pursuant to Sections 3.1 and 3.2, for the filing of the Tax Return to which such Proceeding relates. Notwithstanding the foregoing, Delta shall have the right to control the conduct of any Proceeding if Delta reasonably determines that it could have an indemnification obligation for an adjustment to Tax pursuant to such Proceeding. Subject to Section 2.3(g), if the Party not controlling a Proceeding could have an indemnification obligation for an adjustment to Tax pursuant to such Proceeding, such Party shall be entitled to participate in (but not control) such Proceeding at its own cost and expense.

(b) Except as set forth in Section 2.3(g), the Party controlling a Proceeding shall not settle such Proceeding in a manner that would result in an indemnity payment from the other Party under this Agreement or otherwise cause a material adverse tax consequence to the other Party without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided that the Party controlling such Proceeding may settle such Proceeding without the consent of the other Party so long as such Party waives its

indemnification rights hereunder in respect of such Proceeding and agrees to indemnify the other Party against any material adverse tax consequence arising from such settlement.

- (c) To the extent relevant, the Parties will use commercially reasonable efforts to work with Taxing Authorities to cause any Proceedings to be bifurcated into pre-Distribution Date and post-Distribution Date periods.
- (d) At Delta's request, Ultra will pay its share of Taxes as needed to file a protest or otherwise respond to a Proceeding.
- (e) Delta and Ultra shall negotiate in good faith concerning the waiver of any law firm and advisor conflicts with respect to any law firms or advisors that were retained by Delta at any time prior to the Effective Time.
- (f) After the Distribution Date, each Party shall promptly notify the other Party in writing upon receipt of written notice of the commencement of any Proceeding or of any demand or claim upon it, which, if determined adversely, would be grounds for indemnification from such other Party pursuant to Section 2.2; provided that failure to provide notice pursuant to this sentence shall not relieve any Party of its obligations pursuant to this Agreement except to the extent such Party is actually prejudiced as a result thereof. Each Party shall, on a timely basis, keep the other Party informed of all developments in the Proceeding and provide such other Party with copies of all pleadings, briefs, orders, and other correspondence pertaining thereto.
- (g) Notwithstanding anything to the contrary contained herein, neither Ultra nor its Affiliates shall have the right to participate in, control, approve, consent to or otherwise hinder the conduct or settlement of the Specified Actions. Neither Ultra nor any Affiliate shall take any action that could reasonably be expected to increase any liability for Taxes related to, or in connection with, the Specified Actions. At Delta's request, Ultra and its Affiliates will cooperate with Delta, Hewlett Packard Enterprise Company and their Affiliates and representatives in connection with the conduct and resolution of the Specified Actions.

2.4 Treatment of Payments; After Tax Basis Unless otherwise required by a Final Determination, this Agreement or as otherwise agreed to between the Parties, any payment made pursuant to this Agreement (other than any payment of interest pursuant to Section 2.4(d)) by (i) Ultra to Delta shall be treated for all Tax purposes as a distribution by Ultra to Delta with respect to the stock of Ultra occurring after Ultra is directly owned by Delta and immediately before the Distribution, or (ii) Delta to Ultra shall be treated for all Tax purposes as a tax-free contribution by Delta to Ultra with respect to its stock occurring after Ultra is directly owned by Delta and immediately before the Distribution; and in each case, no Party shall take any position inconsistent with such treatment. In the event that a Taxing Authority asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as required pursuant to this Agreement (ignoring any potential inconsistent or adverse Final Determination), such Party shall use its commercially reasonable efforts to contest such challenge.

- (a) If the receipt or accrual of any payment pursuant to this Agreement (other than payments of interest pursuant to Section 2.4(d)) results in taxable income to the indemnified Party or any of its Affiliates, such payment shall be increased so that, after the payment of any Taxes with respect to the payment, the indemnified Party and its Affiliates shall have realized the same net amount they would have realized had the payment not resulted in taxable income.
- (b) To the extent that any liability for Taxes or Losses that is subject to indemnification under this Agreement gives rise to a deduction, credit or other Tax benefit to the indemnified Party or any of its Affiliates, the amount of any payment made under this Agreement shall be decreased by taking into account any actual reduction in Taxes (determined on a with and without basis) of the indemnified Party or any of its Affiliates resulting from such Tax benefit. To the extent that the Party responsible for the payment of Taxes pursuant to Section 2.1 incurs a liability for Taxes or a Loss or an adjustment that is not subject to indemnification under this Agreement and the other Party or any of its Affiliates receives a deduction, credit or other Tax benefit as a result, the Party receiving such Tax benefit shall pay to the other Party the Tax benefit (determined on a with and without basis) in accordance with this Section 2.4. If (i) such actual reduction in Taxes of the indemnified Party or its Affiliate occurs in a taxable period following the period in which the indemnification payment is made or (ii) any adjustment to the liability for Taxes for which one Party or any Affiliates is responsible hereunder gives rise to a deduction, credit or other Tax benefit to the other Party or any of its Affiliates, the indemnified Party (or, in the case of (ii), the other Party) shall on an annual basis pay the indemnifying Party (or, in the case of (ii), the responsible Party) the amount of the actual reduction in Taxes (determined on a with and without basis); provided, however, that no such payment shall be required if the actual reduction in Taxes for the relevant year and any unpaid reduction in Taxes for all prior years is less than \$50,000.
- (c) Payments made pursuant to this Agreement that are not made within the period prescribed in this Agreement or, if no period is prescribed, within thirty (30) days after demand for payment is made (the "**Payment Period**") shall bear interest for the period from and including the date immediately following the last date of the Payment Period through and including the date of payment at a rate of simple interest per annum equal to LIBOR. Such interest will be payable at the same time as the payment to which it relates and shall be calculated on the basis of a year of three hundred sixty five (365) days and the actual number of days for which due.

2.5 Allocation of Tax Attributes

Delta shall determine in good faith, consistent with the books and records of Delta, the allocation of tax attributes that are required to be allocated among Delta and Ultra in accordance with the Code and the regulations promulgated thereunder (and any applicable state, local and foreign laws).

3. PREPARATION AND FILING OF TAX RETURNS

- 3.1 Delta's Responsibility for the Preparation and Filing of Tax Returns**Delta shall prepare or cause to be prepared (i) all Consolidated Returns, (ii) all other Tax Returns that it or any member of the Delta Group is legally obligated to file after the Distribution Date according to the laws of the relevant taxing jurisdiction and (iii) all Tax Returns required to be filed before the Distribution Date. Delta shall file or cause to be filed all such Tax Returns with the appropriate Taxing Authority.
- (a) To the extent that any member of the Ultra Group is included in any Consolidated Return for a taxable period that includes the Distribution Date, Delta shall include in such Consolidated Return the results of such member(s) of the Ultra Group on the basis of the Closing of the Books Method consistent with Treas. Reg. Section 1.1502-76(b)(2)(i).
- 3.2 Ultra's Responsibility for the Preparation and Filing of Tax Returns**Ultra shall prepare or cause to be prepared all Tax Returns that it or any member of the Ultra Group is legally obligated to file after the Distribution Date according to the laws of the relevant taxing jurisdiction; provided, however, that Delta shall have the right to review and comment with respect to items on such Tax Returns if and to the extent such items directly relate to Taxes for which Delta would be liable under Section 2.1, such comment not to be unreasonably rejected. Ultra shall file or cause to be filed all such Tax Returns with the appropriate Taxing Authority.
- 3.3 Manner of Preparation**To the extent permitted by law, any taxable period of Ultra or any Ultra Subsidiary for any state, local or foreign Income Tax purposes that would otherwise include but not end on the Distribution Date shall be bifurcated into two (2) separate taxable periods, one ending on the Distribution Date and the other beginning on the day following the Distribution Date (each a "**Stub Taxable Period**"), and a separate Income Tax Return for each Stub Taxable Period shall be prepared and filed by the Party responsible for such preparation and filing pursuant to Sections 3.1 and 3.2.
- (a) To the extent any Tax Return required to be prepared by Delta pursuant to Section 3.1 contains items relating to the Ultra Business or any Tax Return required to be prepared by Ultra pursuant to Section 3.2 contains items relating to the Delta Business, the Party not responsible for preparing such Tax Return (the "**Included Party**") shall, at its own cost and expense, prepare and deliver to the Party responsible for preparing such Tax Return (the "**Preparing Party**") a true and correct accounting of all relevant Tax items (in a form reasonably requested by the Preparing Party) relating to the Included Party (or any of its Subsidiaries) for the taxable period covered by such Tax Return (a "**Tax Package**") within thirty (30) days following the written request of the Preparing Party. In the event an Included Party does not fulfill its obligations pursuant to this Section 3.3(b), the Preparing Party shall be entitled to prepare or cause to be prepared the information required to be included in the Tax Package for purposes of preparing any such Tax Return, and the Included Party shall reimburse the Preparing Party for any out-of-pocket expenses incurred in the preparation of such information.
- (b) All Tax Returns for taxable periods (or portions thereof) beginning before the Distribution Date that are required to be filed after the Distribution Date that could give rise to an indemnity obligation pursuant to Sections 2.2(a) or 2.2(b) shall, unless otherwise required by law, be prepared in a manner consistent with past practices (e.g., accounting methods and accelerating deductions through bonus depreciation or otherwise) and the preparing Party shall, at the other Party's request, share any such Tax Return with such other Party after the filing thereof.
- (c) All Income Tax Returns filed on or after the Distribution Date shall be prepared in a manner that is consistent with the Opinion, or any rulings obtained from the IRS or other Taxing Authorities in connection with the Internal Reorganization or the Separation (in the absence of a Final Determination to the contrary) and shall be filed on a timely basis (including pursuant to extensions) by the Party responsible for such filing pursuant to Sections 3.1 and 3.2. In the absence of a Final Determination to the contrary or a change in law, all Income Tax Returns of Ultra and its Subsidiaries for taxable periods beginning before the Distribution Date shall be prepared consistent with the Tax Returns of the Affiliated Group.
- (d) Except to the extent required by Law, no member of the Ultra Group shall amend any Income Tax Return relating to a taxable period (or portion thereof) ending on or before the Distribution Date without the written consent of Delta (which consent shall not be unreasonably withheld, conditioned or delayed). Except to the extent required by Law, no member of the Delta Group shall amend any Income Tax Return relating to Ultra or any Ultra Subsidiary without the written consent of Ultra (which consent shall not be unreasonably withheld, conditioned or delayed).
- 3.4 Costs and Expenses of Preparation**Subject to Section 3.3(b), the Party responsible for preparing any Tax Return under Sections 3.1 and 3.2 shall be responsible for the costs and expenses associated with preparing such Tax Returns.
- 3.5 Carrybacks**To the extent permitted by law, each member of the Ultra Group shall elect to forgo a carryback of any net operating losses, capital losses or credits for any taxable period ending after the Distribution Date to a taxable period, or portion thereof, ending on or before the Distribution Date. Notwithstanding the previous sentence, if any member of the Delta Group receives a refund or otherwise realizes a Tax benefit as a result of any mandatory carryback of any item from a member of the Ultra Group, it shall remit to Ultra the amount of such refund or Tax benefit, less any Tax or other reasonable out-of-pocket costs incurred by Delta or the Delta Subsidiary, as the case may be; provided, however, if a Taxing Authority subsequently reduces or disallows such refund or Tax benefit, Ultra shall, within thirty (30) days of the reduction or disallowance, return the amount previously remitted to Ultra.
- 3.6 Retention of Records; Access**Delta and Ultra shall, and shall cause each of their Subsidiaries to, retain adequate records, documents, accounting data and other information (including computer data) necessary for the preparation and filing of all Tax Returns required to be filed by Delta or Ultra hereunder and for any Proceeding relating to such Tax Returns or to any Taxes payable by Delta or Ultra

hereunder. Furthermore, Ultra shall retain adequate records, documents, accounting data and other information (including computer data) necessary to comply with Delta's existing record retention policies.

- (a) Delta and Ultra shall reasonably cooperate with one another in a timely manner in any Proceeding involving any matter that may result in an indemnification obligation by the other Party. Delta and Ultra shall, and shall cause each of their Subsidiaries to, provide reasonable access to (i) all records, documents, accounting data and other information (including computer data) necessary for the preparation and filing of all Tax Returns required to be filed by Delta or Ultra and for any Proceeding relating to such Tax Returns or to any Taxes payable by Delta or Ultra and (ii) its personnel and premises, for the purpose of the preparation, review or audit of such Tax Returns, or in connection with any Proceeding, as reasonably requested by either Delta or Ultra. Furthermore, at a Party's request, the other Party shall designate a member of its tax department or an outside advisor as a point of contact with respect to each audit. Except to the extent necessary to comply with Section 3.3(d), Party requesting or otherwise entitled to any books, records, information, officers or employees pursuant to this Section 3.6(b) shall bear all reasonable out-of-pocket costs and expenses (except reimbursement of salaries, employee benefits and general overhead) incurred in connection with providing such books, records, information, officers or employees.
- (b) The obligations set forth above in Sections 3.6(a) and 3.6(b) shall continue until the longer of (i) the time of a Final Determination or (ii) expiration of all applicable statutes of limitations, to which the records and information relate. For purposes of the preceding sentence, each Party shall assume that no applicable statute of limitations has expired unless such Party has received notification or otherwise has actual knowledge that such statute of limitations has expired.

3.7 Confidentiality; Ownership of Information; Privileged Information The provisions of Article VII of the Separation and Distribution Agreement relating to confidentiality of information, ownership of information, privileged information and related matters shall apply with equal force to any records and information prepared and/or shared by and among the Parties in carrying out the intent of this Agreement.

4. DISTRIBUTION AND RELATED TAX MATTERS

Notwithstanding anything herein to the contrary, the provisions of this Section 4 shall govern all matters among the parties hereto related to an Indemnified Liability.

4.1 Opinion Requirement for Major Transactions Undertaken by Ultra During the Restricted Period

Other than pursuant to the transactions contemplated by the Separation and Distribution Agreement or the Merger Agreement or issuances satisfying the requirements of Safe Harbors VIII or IX of Treas. Regs. Section 1.355-7(d), Ultra agrees that during the Restricted Period it shall not, and shall cause each Ultra Subsidiary that was a party to any Internal Distribution not to, (a) merge or consolidate with or into any other entity, (b) liquidate or dissolve, (c) sell or transfer any portion of its assets that would violate the "continuity of business enterprise" requirement of Treas. Regs. Section 1.368-1(d) or 1.355-3, (d) redeem or otherwise repurchase any of its capital stock other than pursuant to open market stock repurchase programs meeting the requirements of section 4.05(1)(b) of Rev. Proc. 96-30, 1996-1 C.B. 696 (prior to its modification by Rev. Proc. 2003-48), (e) cease the active conduct of its Active Business, (f) enter into any negotiations, agreements or arrangements with respect to transactions or events (including any transactions described in Sections 4.1(a)-(d), stock issuances (pursuant to the exercise of options or otherwise), option grants or acquisitions, or a series of such transactions or events, but excluding the Separation, and the Merger) that may cause the Distribution or any Internal Distribution to be treated as part of a plan pursuant to which one or more persons acquire directly or indirectly stock of Ultra (or stock of any Ultra Subsidiary that was a party to any Internal Distribution) representing a "30-percent or greater interest" (*i.e.*, stock possessing at least thirty percent (30%) of the total combined voting power of all classes of stock entitled to vote or at least thirty percent (30%) of the total value of shares of all classes of stock, as such terms are used in Section 355(d)(4) of the Code), or (g) take any other action (or series of actions), or permit any Subsidiary to take any such action (or series of actions), where the taking of such action (or series of actions) described in this Section 4.1 could reasonably be expected to (i) cause the Distribution to fail to qualify as a tax-free distribution to Delta's stockholders under Section 355(a) of the Code, (ii) cause the Separation or any Internal Distribution to fail to qualify as a reorganization within the meaning of Section 368(a)(1)(D) and/or Section 355 of the Code or (iii) cause the stock of Ultra distributed in the Distribution (or the stock of any Ultra Subsidiary or Delta Subsidiary distributed in any Internal Distribution) to fail to be treated as qualified property pursuant to Section 355(e) of the Code (the acts listed in (a)-(g) collectively, the "**Prohibited Acts**"). Notwithstanding the foregoing, Ultra may take, and may permit any Ultra Subsidiary to take, any of the Prohibited Acts, subject to Section 4.2, if (x) Ultra first obtains (at its expense) an opinion in form and substance reasonably acceptable to Delta of a nationally recognized law firm or a "big four" accounting firm reasonably acceptable to Delta, which opinion may be based on factual representations (reasonably acceptable to Delta) or (y) a ruling is obtained from the IRS, in each case, to the effect that such Prohibited Act or Prohibited Acts, and any transaction related thereto, should not cause (A) the Distribution to fail to qualify as a tax-free distribution to Delta's stockholders under Section 355(a) of the Code, (B) the Separation or any Internal Distribution to fail to qualify as a reorganization within the meaning of Section 368(a)(1)(D) and/or Section 355 of the Code or (C) the stock of Ultra distributed in the Distribution (or the stock of any Ultra Subsidiary or Delta Subsidiary distributed in any Internal Distribution) to fail to be treated as qualified property pursuant to Section 355(e) of the Code. Ultra may also take, and may permit any Ultra Subsidiary to take, any of the Prohibited Acts, subject to Section 4.2, with the consent of Delta in its sole and absolute discretion. During the Restricted Period, Delta shall provide all information and written representations reasonably requested by Ultra that Delta is reasonably able to provide relating to any transaction involving an acquisition (directly or indirectly) of the stock of Ultra within the meaning of Section 355(e) of the

Code or any other matter reasonably necessary to enable Ultra to obtain the opinion described in clause (x) hereof, or for the ruling described in clause (y) hereof to be obtained by Ultra (or, if necessary, by Delta at Ultra's reasonable request).

4.2 Indemnification for Distribution Taxes If, after the Distribution, a Party or any of its Affiliates takes any action or enters into any agreement to take any action, including any of the Prohibited Acts as defined in Section 4.1 of this Agreement (other than any such action contemplated in the Separation and Distribution Agreement or related documents), or if there is any direct or indirect acquisition of a Party's stock, and as a result (a) the Distribution shall fail to qualify as a tax-free distribution to Delta's stockholders under Section 355(a) of the Code, (b) the Separation or any Internal Distribution shall fail to qualify as a tax-free transaction under Sections 368(a)(1) (D) and/or Section 355 of the Code or (c) the stock of Ultra distributed in the Distribution (or the stock of any Delta Subsidiary or Ultra Subsidiary distributed in any Internal Distribution) shall fail to be treated as qualified property pursuant to Section 355(e) of the Code, then such Party (the "**Breaching Party**") shall indemnify and hold harmless the other Party (the "**Non-Breaching Party**") and any of its Affiliates against any and all resulting Distribution Taxes (and any related Losses) imposed upon or incurred by the Non-Breaching Party or any of its Affiliates (and any Taxes of Delta stockholders to the extent the Non-Breaching Party or any of its Affiliates is liable with respect to such Taxes, whether to a Taxing Authority, to a stockholder or to any other person), unless such Taxes would, in any event, have been imposed upon or incurred by the Non-Breaching Party or any of its Affiliates without regard to such actions, breaches or events, as determined at such time; provided, however, that Ultra shall not be obligated to indemnify Delta under this Section 4.2 to the extent that (i) Ultra took such action or entered into such agreement in reliance upon any representation, warranty or covenant made by Delta in the representation letter Delta furnished to Skadden, Arps, Slate, Meagher & Flom LLP in connection with the Opinion and Delta breached such representation, warranty or covenant, or (ii) the indemnification claim arises from any breached representation, warranty or covenant made by Ultra in its representation letter provided in connection with the Opinion to the extent such representation, warranty or covenant creates a restriction more onerous than the restrictions described in Section 4.1. Subject to the foregoing proviso, the Non-Breaching Party and any of its Affiliates shall be indemnified and held harmless under this Section 4.2 without regard to whether an opinion or ruling pertaining to the action pursuant to Section 4.1 was obtained, and without regard to whether the Non-Breaching Party gave its consent to such action pursuant to Section 4.1 or otherwise.

4.3 Procedural Matters

- (a) Notice. If either Delta or Ultra receives any written notice of deficiency, claim or adjustment or any other written communication from a Taxing Authority that may result in an Indemnified Liability, the Party receiving such notice or communication shall promptly give written notice thereof to the other Party, provided that any delay in such notification shall not relieve the indemnifying Party of any liability to the other Party hereunder except to the extent the indemnifying Party is materially and adversely prejudiced by such delay. Delta undertakes and agrees that from and after such time as Delta obtains knowledge that any representative of a Taxing Authority has begun to investigate or inquire into the Separation (whether or not such investigation or inquiry is a formal or informal investigation or inquiry), Delta shall (i) notify Ultra thereof, provided that any delay by Delta in so notifying Ultra shall not relieve Ultra of any liability to Delta hereunder except to the extent Ultra is materially and adversely prejudiced by such delay, (ii) consult with Ultra from time to time as to the conduct of such investigation or inquiry, (iii) provide Ultra with copies of all correspondence between Delta or its representatives and such Taxing Authority or any representative thereof pertaining to such investigation or inquiry, and (iv) cooperate with Ultra to permit a representative (reasonably satisfactory to Delta) of Ultra to be present at, and participate in (but not control), all meetings with such Taxing Authority or any representative thereof pertaining to such investigation or inquiry, provided that any costs relating to Ultra's representation at such meetings shall be borne by Ultra.
- (b) Tax Proceedings Controlled by Delta. With respect to any Proceeding that may result in an Indemnified Liability with respect to which Ultra would be entitled to indemnification from Delta, Delta shall be entitled to control the defense of such Proceeding at its own expense, provided that (i) Ultra shall be entitled to participate in (but not control) such Proceeding at its own cost and expense and (ii) Delta shall not settle such Proceeding without the prior written consent of Ultra (not to be unreasonably withheld, conditioned or delayed).
- (c) Tax Proceedings Controlled by Ultra. With respect to any Proceeding that may result in an Indemnified Liability with respect to which Delta would be entitled to indemnification from Ultra, Ultra shall be entitled to control the defense or settlement of such Proceeding at its own expense; provided that Ultra shall not settle such Proceeding without the prior written consent of Delta (not to be unreasonably withheld, conditioned or delayed). Ultra undertakes and agrees to (i) consult with Delta from time to time as to the conduct of any such Proceeding over which it exercises control, (iii) provide Delta with copies of all correspondence between Ultra or its representatives and such Taxing Authority or any representative thereof pertaining to such Proceeding, and (iv) cooperate with Delta to permit a representative (reasonably satisfactory to Ultra) of Delta to be present at, and participate in (but not control), all meetings with such Taxing Authority or any representative thereof pertaining to such Proceeding, provided that any costs relating to Delta's representation at such meetings shall be borne by Delta.
- (d) Time and Manner of Payment. Unless otherwise agreed in writing, Delta or Ultra, as the case may be, shall pay to the other Party the amount with respect to an Indemnified Liability determined pursuant to a Final Determination (less any amount paid directly by the indemnifying Party to the Taxing Authority) at least two (2) Business Days prior to the date payment of the Indemnified Liability is required to be made to the Taxing Authority. Such payment shall be paid by wire transfer of immediately available funds to an account designated by the indemnified Party by written notice to the indemnifying Party prior to the due date of such payment.
- (e) Refund of Amounts. Should a Party or any of its Affiliates receive a refund in respect of an Indemnified Liability or other Taxes for which the other Party was responsible under this Agreement, or should any such amounts that would otherwise be refundable to such

Party or any of its Affiliates be applied or credited by the Taxing Authority to obligations of such Party or any of its Affiliates unrelated to an Indemnified Liability, then such Party shall, promptly following receipt (or notification of credit), remit such refund or an amount equal to such credit (including any statutory interest that is included in such refund or credited amount) to the other Party.

- (f) **Cooperation.** Subject to the provisions of Section 3.6, Delta and Ultra shall reasonably cooperate with one another in a timely manner in any Proceeding involving any matter that may result in an Indemnified Liability. Delta and Ultra agree that such cooperation shall include, without limitation, making available to the other Party, during normal business hours, all books, records and information, officers and employees (without substantial interruption of employment) necessary or useful in connection with any such judicial or administrative Proceeding. The Party requesting or otherwise entitled to any books, records, information, officers or employees pursuant to this Section 4.3(f) shall bear all reasonable out-of-pocket costs and expenses (except reimbursement of salaries, employee benefits and general overhead) incurred in connection with providing such books, records, information, officers or employees.
- (g) **Rulings.** Delta shall provide Ultra a copy of and an opportunity to comment upon any ruling sought from the IRS with respect to the Internal Reorganization or the Separation and no ruling request shall be made without Ultra's consent if such ruling would materially expand Ultra's indemnification obligations under Section 4.2.

4.4 **Protective Section 336(e) Elections**

- (a) Delta and Ultra shall make a protective election under Section 336(e) of the Code (and any similar election under state or local law) (the "**Protective 336 Election**") with respect to the Separation in accordance with Treas. Reg. Section 1.336(e)-2(h) and (j) (and any applicable provisions under state and local law) and shall cooperate in the timely completion and/or filings of such elections and any related filings or procedures. This is intended to constitute a binding, written agreement to make an election under Section 336(e) of the Code with respect to the Separation. In connection with such election, Delta shall make an election under Treas. Reg. Section 1.1502-13(f)(5)(ii) with respect to the Distribution.
- (b) In the event that (i) the Separation fails to qualify as a tax-free transaction under Section 355 and/or Section 368(a)(1)(D) of the Code; (ii) Delta is not entitled to indemnification for the resulting Taxes under Section 4.2; and (iii) Delta is not the Breaching Party, Delta shall be entitled to payments from Ultra equal to the Tax savings if, as and when realized in cash (or in a reduction in Taxes otherwise owed) by the Ultra Group arising from the step up in Tax basis (including, for the avoidance of doubt, any such step up attributable to payments made pursuant to this Section 4.4) resulting from the Protective 336 Election, determined on a "with and without" basis (treating any deductions or amortization attributable to the step up in Tax basis resulting from the Protective 336 Election, or any other recovery of such step up, as the last items claimed for any taxable year, including after the utilization of any available net operating loss carryforwards) (the amount such Tax savings to the Ultra Group, the "**Ultra Tax Savings**"); provided, that, to the extent that the step up in Tax basis resulting from the Protective 336 Election is reduced pursuant to a Proceeding, Delta shall promptly repay to Ultra an amount equal to any Ultra Tax Savings previously paid to Delta that is attributable to such reduction. Ultra shall pay, or cause to be paid, to Delta any amount in respect of Ultra Tax Savings within thirty (30) days of filing any Tax Return for the period in which an Ultra Tax Savings is realized. Delta shall bear one-half of the reasonable expenses incurred by Ultra in connection with determining the Ultra Tax Savings, which expenses shall in no event exceed the Ultra Tax Savings. Notwithstanding anything to the contrary in this Section 4.4(b), in no event will Ultra be required to pay any amounts in respect of any Ultra Tax Savings (x) if such payments would place Ultra or the Ultra Group in a worse after-Tax position than it would have occupied had the Protective Section 336 Election not been made or (y) to the extent such Ultra Tax Savings exceed the actual cash Tax liability paid by Delta as a result of the Separation failing to qualify as a tax-free transaction under Section 355 and/or Section 368(a)(1)(D) of the Code.

5. MISCELLANEOUS

- 5.1 **Notices**All notices, requests, claims, demands and other communications under this Agreement shall be made and delivered in conformity with Section 10.6 of the Separation and Distribution Agreement.
- 5.2 **Amendment and Waiver**This Agreement may be terminated, modified or amended at any time by an agreement in writing signed by Delta and Ultra. In the event of such termination prior to the Effective Time, no Party shall have any liability of any kind to the other Party or any other Person. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 5.3 **Entire Agreement**This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. To the extent any provision of this Agreement conflicts with the provisions of the Separation and Distribution Agreement (other than Sections 10.10] and 10.15(b) thereof), the provisions of this Agreement shall be deemed to control with respect to the subject matter hereof.
- 5.4 **Assignment; Successors and Assigns**This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable in whole in connection with a merger or consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant Party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Parties to this Agreement. No assignment

permitted by this [Section 5.4](#) shall release the assigning Party from liability for the full performance of its obligations under this Agreement. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

5.5 SeverabilityIn the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

5.6 Governing Law; JurisdictionThis Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the laws of any other jurisdiction. Subject to the provisions of Article VIII of the Separation and Distribution Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Article VIII of the Separation and Distribution Agreement or to prevent irreparable harm, and to the non-exclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in Section 10.6 of the Separation and Distribution Agreement shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this [Section 5.6](#). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

5.7 Waiver of Jury TrialEACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (a) CERTIFIES THAT 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 AND (b) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS [SECTION 5.7](#).

5.8 CounterpartsThis Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

5.9 Third Party BeneficiariesThis Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties (other than indemnified third parties) any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

5.10 Force MajeureNo Party (or any Person acting on its behalf) 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 claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event (a) notify the other applicable Parties of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

5.11 Double RecoveryNothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

5.12 Title and HeadingsTitles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

5.13 Survival

Except as otherwise contemplated by this Agreement, the covenants and agreements contained herein to be performed following the Distribution shall survive the Effective Time in accordance with their respective terms.

5.14 Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Vice President and Secretary

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INTELLECTUAL PROPERTY MATTERS AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC Technology Company

and

Perspecta Inc.

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This **INTELLECTUAL PROPERTY MATTERS AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018 (the “**Effective Date**”), by and between DXC Technology Company, a Nevada corporation (“**Delta**”), and Perspecta Inc., a Nevada corporation (“**Ultra**”). Each of Delta and Ultra is sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) Delta, acting directly and through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) Delta and Ultra have entered into the Separation and Distribution Agreement by and between Delta and Ultra dated as of the Effective Date (the “**Separation and Distribution Agreement**”), in connection with the separation of the Ultra Business from Delta and the Distribution of Ultra Common Stock to stockholders of Delta;
- (C) Delta and Ultra plan to enter into the Master Partnered Product and Services Agreement and the Commercial License Agreement concurrently with this Agreement; and
- (D) in connection therewith, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General

Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed in the Separation and Distribution Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Acquiring Person**” shall have the meaning set forth in Section 7.2(a) of this Agreement.

“**Affiliate**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**Agreement**” shall have the meaning set forth in the preamble to this Agreement, and shall be deemed to include all schedules, exhibits and attachments hereto.

“**Applicable Licensed Product Items**” shall mean, with respect to each Licensed Product, the Licensed Product Items if and to the extent indicated on Schedule 1.1(a).

“**Applicable Licensor**” shall mean Delta or Ultra in its capacity as a licensor under this Agreement, as applicable.

“**Applicable Security Laws and Regulations**” shall mean regulations and policies promulgated by the Defense Security Service, including the National Industrial Security Program Operating Manual (NISPOM), established by Executive Order 12829, and analogue guidance from United States federal government intelligence agencies.

“Change of Control” shall mean the sale of all or substantially all of the assets of Ultra; any merger, consolidation or acquisition of Ultra with, by or into another corporation or other entity; any change in the ownership of more than fifty percent (50%) of the voting capital stock of Ultra or of any corporation of other entity controlling Ultra in one or more related transactions of the like.

“Commercial License Agreement” means the Commercial License Agreement dated as of the Effective Date between the Parties, as amended, restated or otherwise modified from time to time.

“Confidential Information” shall have the meaning set forth in the Separation and Distribution Agreement.

“Contract” shall have the meaning set forth in the Separation and Distribution Agreement.

“Contractor” shall mean any prime contractor, subcontractor or provider of outsourcing services to Ultra or an Ultra Subsidiary in relation to the Ultra Business that requires the right to use the Licensed Products or Licensed Product Items on behalf of Ultra or an Ultra Subsidiary in order to perform a Customer Contract.

“Customer” shall mean any Person who receives, directly or indirectly, goods and/or services from Ultra or any Ultra Subsidiary in connection with the operation of the Ultra Business and shall exclude (for the avoidance of doubt) any Contractor.

“Customer Contract” shall mean any contract, including all task and delivery orders issued thereunder, assumed or entered into between Ultra or any Ultra Subsidiary, on the one hand, and a Customer, on the other hand, in connection with the Ultra Business.

“Delta” shall have the meaning set forth in the preamble to this Agreement, or any Delta Subsidiary, as applicable.

“Delta Business” shall have the meaning set forth in the Separation and Distribution Agreement.

“Delta Field” shall have the meaning set forth in the Separation and Distribution Agreement.

“Delta Improved Imminent IP” shall mean Improvements made to Imminent Ultra IP by Delta during the Term and owned by Delta.

“Delta Indemnitees” shall have the meaning set forth in Section 9.2 of this Agreement.

“Delta Legacy Products” shall mean the software products and offerings to be licensed to Ultra under the Commercial License Agreement.

“Delta Licensed Know-How” shall mean the information, ideas, knowledge, skill and experience owned by Delta or a Delta Subsidiary as of the Effective Date whether or not proprietary or patentable, or public or confidential, and whether stored or transmitted in oral, documentary, electronic or other form but excluding, for the avoidance of doubt, any Restricted IP, Licensed Mark, Licensed Products, Licensed Product Items, Distributed Products and Delta Legacy Products.

“Delta Proprietary Items” shall mean the Licensed Products, the Licensed Product Items, the Delta Licensed Know-How, Delta Improved Imminent IP and the Licensed Marks and any databases and Software a part of or ancillary thereto, any data format, engine, platform, program, method of processing, graphical

user interface, technique, procedure, concept, form, image, documentation, specification, development language, development tool, design, flow chart, instructional material, user booklet, printouts, or other written or machine-readable materials that are a part of or ancillary to the Licensed Products, the Licensed Product Items, the Delta Licensed Know-How, Delta Improved Imminent IP and the Licensed Marks, any update, modification, enhancement or derivative work thereof made by or on behalf of Delta or assigned to Delta pursuant to Section 2.1(c), and all copyrights, trademarks, trade secrets, patents and other intellectual property right subsisting in or covering any of them.

“**Delta Subsidiary**” shall mean any direct or indirect wholly owned subsidiary of Delta.

“**DFARS**” shall mean the U.S. Department of Defense Federal Acquisition Regulation Supplement.

“**Distributed Products**” shall mean the software products in existence and owned by Delta or a Delta Subsidiary and licensed to Ultra under the Commercial License Agreement.

“**Distribution**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Enforcement Action**” shall have the meaning set forth in Section 2.6 of this Agreement.

“**Export Control Laws and Regulations**” shall mean trade controls found at 22 U.S.C. 2778 of the Arms Export Control Act (“AECA”) Executive Order 13637, the International Traffic in Arms Regulations (“ITAR”) 22 CFR 120-130 Executive Order 13556, and DFARS 252.204-7000 Disclosure of Information and similar special clauses inserted in United States federal government contracts to which Ultra or a Ultra Subsidiary is a party or that have been passed through to Ultra or a Ultra Subsidiary as a subcontractor and that require United States government contracting officer consent prior to disclosure to Third Parties of unclassified documents subject to disclosure restrictions.

“**FAR**” shall mean the U.S. Federal Acquisition Regulation.

“**Governmental Entity**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**HVH**” shall mean HVH Precision Analytics LLC, a Delaware limited liability company.

“**Imminent Ultra IP**” shall mean any Intellectual Property Rights acquired (whether by merger, consolidation, stock or asset purchase or other similar transaction) by Ultra or an Ultra Subsidiary or developed (including by way of improvement) by Ultra or a Ultra Subsidiary without making use of any Delta Proprietary Items, in each case within six (6) months after the effective date of the Merger Agreement, excluding all Intellectual Property Rights of Vector, Kodiak and their respective direct and indirect Subsidiaries (including HVH).

“**Imminent Ultra IP License**” shall have the meaning set forth in Section 4.1(a) of this Agreement.

“**Improvements**” shall mean, with respect to any Licensed Product, Licensed Product Items, Imminent Ultra IP, Ultra-Owned Products, Ultra Intellectual Property, Distributed Products and Delta Legacy Products, Vector and Kodiak Intellectual Property, all derivative works of such Licensed Product, Licensed Product Items, Ultra-Owned Products, Vector and Kodiak Intellectual Property, Ultra Intellectual Property,

Delta Legacy Products, Distributed Products, or Imminent Ultra IP as well as all inventions, modifications, improvements, fixes, enhancements and/or updates made to or derived therefrom, in each case whether or not any of the foregoing is entitled to protection under applicable Law.

“Intellectual Property Rights” shall mean all intellectual property, proprietary and industrial property rights of any kind worldwide, including all (i) patents, patent applications, inventions and invention disclosures and utility models, (ii) Trademarks, (iii) copyrights and copyrightable subject matter, including software, code, algorithms, databases, compilations and documentation, (iv) technology, trade secrets, know-how, processes, formulae, models, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, drawings, blueprints, diagrams, models and prototypes, (v) moral rights and rights of privacy and publicity, (vi) all registrations, applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, renewals, extensions and foreign counterparts thereof and (vii) all rights and remedies against infringement, misappropriation, or other violation of the foregoing.

“Internal Use” shall mean use by Ultra or an Ultra Subsidiary in the conduct of the Ultra Business, including in the performance and delivery of the products and services of Ultra or an Ultra Subsidiary to Customers, and shall expressly include the delivery, sharing, or license or sublicense (including by such means as software-as-a-service) to any other Person (including any Contractor) of any Licensed Product or Licensed Product Item or related Intellectual Property Rights, including any underlying code, documentation, materials, specifications or other embodiments of Intellectual Property Rights comprising or embodied in the Licensed Product or Licensed Product Item.

“Know-How License” shall have the meaning set forth in Section 2.3(a) of this Agreement.

“Kodiak” shall mean KGS Holding Corp.

“Law” shall mean all laws, statutes and ordinances and all regulations, rules and other pronouncements of Governmental Entities having the effect of law of the United States of America, any foreign country, or any domestic or foreign state, province, commonwealth, city, country, municipality, territory, protectorate, possession or similar instrumentality, or any Governmental Entity thereof.

“Licensed Marks” shall have the meaning set forth in Section 2.4(b) of this Agreement.

“Licensed Product Configuration Software” shall mean the code owned by Delta or its controlled Affiliates that, together with the applicable Third Party Software licensed directly by Ultra from such Third Party, is used to create a Licensed Product, including scripts, configuration files, blueprints and Delta proprietary Software.

“Licensed Product Documentation” shall mean the offering and/or service descriptions, installation and instructional guides and training materials generally provided by Delta to clients for use in connection with a Licensed Product.

“Licensed Product Items” shall mean the Licensed Product Configuration Software, Licensed Product Documentation, Licensed Product Sales Materials and Licensed Product Specifications, collectively.

“Licensed Product Sales Materials” shall mean sales and marketing materials generally provided by Delta to its internal sales personnel for use in connection with the Licensed Products.

“Licensed Product Specifications” shall mean the technical description and specifications of the Licensed Products that Delta uses to build and support the Licensed Products, but that are not provided to Delta clients or resellers.

“Licensed Products” shall mean only such Software (inclusive of binaries, APIs, libraries, scripts, patches, configuration files, examples and documentation) and other products and services as listed on Schedule 1.1(a), collectively, developed by and used in the conduct of the Ultra Business as of the date of this Agreement but shall not include the Distributed Products or the Delta Legacy Products, the licenses to which shall be as set forth in the Commercial License Agreement. In no event shall the Licensed Products include any Software, Technical Data or other materials (or the Intellectual Property rights protecting them) developed or acquired, in whole or in part, by the Delta Business.

“Losses” shall mean all losses, damages, claims, demands, judgments or settlements of any nature or kind, known or unknown, fixed, accrued, absolute or contingent, liquidated or unliquidated, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered by a Delta Indemnitee or a Ultra Indemnitee.

“Master Partnered Product Agreement” means the Master Partnered Product and Services Agreement dated as of the Effective Date between the Parties, as amended, restated or otherwise modified from time to time.

“Merger Agreement” shall mean that certain Agreement and Plan of Merger by and among Delta, Ultra, Ultra First VMS Inc., Ultra Second VMS LLC, Ultra KMS Inc., Vencore Holding Corp., KGS Holding Corp., The SI Organization Holdings LLC and KGS Holding LLC.

“Party” and **“Parties”** shall have the meaning set forth in the preamble to this Agreement.

“Person” shall mean any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

“Pre-COC Subsidiaries” shall have the meaning set forth in Section 7.2 of this Agreement.

“Products License” shall have the meaning set forth in Section 2.1(a) of this Agreement.

“Recoveries” shall have the meaning set forth in Section 2.6 of this Agreement.

“Restricted IP” shall have the meaning set forth in Section 3.1(a) of this Agreement.

“Separation and Distribution Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Shared Field” shall have the meaning set forth in the Separation and Distribution Agreement.

“Software” shall mean any software whether in source code or object code, including application software, instructions for controlling the operation of a central processing unit or computer, firmware, middleware, mobile digital applications, assemblers, applets, compilers and binary libraries, but specifically excluding any licensed Third Party software.

“**Tax**” shall mean all income, excise, gross receipts, ad valorem, value-added, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangibles or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“**Technical Data**” shall mean recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“**Term**” shall have the meaning set forth in Section 5.1 of this Agreement.

“**Third Party**” shall mean any Person who is not a Party to this Agreement.

“**Trademarks**” shall mean trademarks, service marks, corporate names, trade names, domain names, logos, slogans, designs, social media identifiers, trade dress and other designations of source or origin, together with the goodwill symbolized by any of the foregoing.

“**Trademarks License**” shall have the meaning set forth in Section 2.4(b) of this Agreement.

“**Ultra**” shall have the meaning set forth in the preamble to this Agreement, and shall be deemed to include any Ultra Subsidiary as of the Effective Date.

“**Ultra Business**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**Ultra Field**” shall have the meaning set forth in the Separation and Distribution Agreement.

“**Ultra Indemnitees**” shall have the meaning set forth in Section 9.1 of this Agreement.

“**Ultra Intellectual Property**” shall mean any Intellectual Property Rights owned by Ultra pursuant to the Separation and Distribution Agreement, excluding any Imminent Ultra IP.

“**Ultra Licensed Know-How**” shall mean the information, ideas, knowledge, skill and experience owned by Ultra or an Ultra Subsidiary as of the Effective Date whether or not proprietary or patentable, or public or confidential, and whether stored or transmitted in oral, documentary, electronic or other form and excluding, for the avoidance of doubt, any Ultra-Owned Products, Ultra Intellectual Property and Imminent Ultra IP.

“**Ultra-Owned Products**” shall mean those products listed as “Ultra Owned Products” on Schedule 1.1(c).

“**Ultra Personnel**” shall mean employees, officers and directors of Ultra or any Ultra Subsidiary engaged in the Ultra Business. Ultra Personnel shall be deemed to exclude all Customers, resellers, distributors or other Persons performing similar functions and any employees, partners, authorized agents and representatives of any such Persons but shall include (for the avoidance of doubt) any Contractor.

“Ultra Security and Digital Protection Services Business” shall mean the Ultra business providing services relating to security and protection of digital enterprises and assets, networks and devices and users thereof.

“Ultra Subsidiary” shall mean any direct or indirect subsidiary of Ultra that is controlled by Ultra, and shall, for the avoidance of doubt, exclude HVH.

“Unlicensed Marks” shall mean all Trademarks owned by Delta or its controlled Affiliates other than the Licensed Marks.

“Vector” shall mean Vencore Holding Corp.

“Vector and Kodiak Intellectual Property” shall mean the Intellectual Property owned by Vector, Kodiak or a Vector and Kodiak Subsidiary as of the closing date of the transactions contemplated under the Merger Agreement.

“Vector and Kodiak Subsidiary” shall mean any direct or indirect subsidiary of Vector or Kodiak that is controlled by Vector or Kodiak, and shall, for the avoidance of doubt, exclude HVH.

“Vector Labs” shall mean the business currently operated by Vector under that name engaged primarily in communications and information research and engineering.

“Vencore and KGS Commercial License” means the Vencore and KGS Commercial License Agreement dated as of the closing date of the transactions contemplated under the Merger Agreement.

“Virginia Courts” shall have the meaning set forth in Section 12.14 of this Agreement.

1.2 References; Interpretation

References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Sections, Exhibits and Schedules shall be deemed references to Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement. The words “written request” when used in this Agreement shall include email. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

2. GRANT OF IP AND LICENSES TO ULTRA

2.1 Grant of Products License

- (a) Upon the terms and subject to the conditions set forth in this Agreement, and excluding any Intellectual Property Rights of any Third Party in the Licensed Products and the Applicable Licensed

Product Items, Delta hereby grants to Ultra a perpetual, non-transferrable, non-assignable, royalty-free limited license to access and use the Licensed Products and the Applicable Licensed Product Items for Internal Use in accordance with and as expressly permitted by this Agreement and in no other manner whatsoever (the “**Products License**”). During the Term, the Products License shall be (i) limited solely to Internal Use in the Ultra Field and Shared Field and (ii) exclusive for use in the Ultra Field (other than and subject to any rights in respect of the Licensed Products or the Applicable Licensed Product Items granted by Delta or any Delta Subsidiaries to any Third Party prior to the date of this Agreement) even as against Delta.

- (b) The Products License shall not entitle Ultra to access or use in accordance herewith, including Section 2.1(d), any Improvements to the Licensed Products or the Applicable Licensed Product Items or any new versions thereof, in each case that are created and released by Delta after the date of this Agreement. Ultra shall have the right to make its own Improvements to the Licensed Products or the Applicable Licensed Product Items.
- (c) Ultra hereby assigns to Delta, and agrees to cause all Ultra Subsidiaries to assign to Delta, all of its right (including all Intellectual Property Rights), title and interest in and to any and all Improvements made or created from or based on any Licensed Products or Applicable Licensed Product Items by or on behalf of Ultra or a Ultra Subsidiary (including by Contractors) during the Term, and, as between the Parties and any Ultra Subsidiaries (and each agreement with a Contractor shall so provide), Delta shall have sole and exclusive ownership of such Improvements and all right (including all Intellectual Property Rights), title and interest therein and thereto. For the avoidance of doubt, the Parties acknowledge and agree that the assignment to Delta of Improvements as set forth in this Section 2.1(c) may be encumbered where a Customer reserves or obtains rights in Improvements made or created during performance of a Customer Contract or where Improvements are created under a Customer Contract involving security considerations that prevent or restrict delivery of the Improvements to Delta and the obligations in this Section 2.1(c) shall be consistent with this understanding.
- (d) Ultra shall provide Delta with written notice of any Improvements made or created from or based on any Licensed Products or Applicable Licensed Product Items by or on behalf of Ultra or an Ultra Subsidiary or, to Ultra’s knowledge, any Contractor during the Term. After such notice is provided, such Improvements shall automatically be included in the definition of Licensed Product Items, and the Products License granted to Ultra in Section 2.1(a) shall automatically be amended to allow Ultra to use such Improvements under the terms and conditions set forth in this Agreement.
- (e) The Products License does not create on behalf of Ultra or any Ultra Subsidiary or Contractor any right to or interest in or right of possession or access to any source code relating to the Licensed Products or Applicable Licensed Product Items or any right to possess, or copy or decompile object code relating to the Licensed Products or Applicable Licensed Product Items, in each case, other than as indicated on Schedule 1.1(a).
- (f) Ultra (acting through Ultra Personnel) may use the Licensed Products and the Applicable Licensed Product Items only to the extent required in connection with the operation of the Ultra Business, which during the Term shall be solely in the Ultra Field and Shared Field, and otherwise in accordance with this Agreement.

- (g) Ultra shall not transfer, assign or sublicense, or purport to transfer, assign or sublicense, its rights under the Licensed Products or Applicable Licensed Product Items other than to Ultra Subsidiaries, Contractors and Customers to the extent required in connection with the operation of the Ultra Business and consistent with the definition of Internal Use.

2.2 Applicable Licensed Product Items

- (a) Notwithstanding anything herein to the contrary, to the extent the Products License granted to Ultra in Section 2.1(a) entitles Ultra to any Licensed Product Specifications, Ultra shall only be permitted pursuant to such license to access, use, copy and make Improvements to such Licensed Products Specifications for Internal Use only as necessary to support the applicable Licensed Product. For the avoidance of doubt, all copies, displays or other disclosure of the Licensed Product Specifications made to Customers or to any Third Party other than Ultra Personnel as permitted hereunder shall include appropriate legends with respect to the confidential and proprietary nature of such materials.
- (b) Notwithstanding anything herein to the contrary, to the extent the Products License granted to Ultra in Section 2.1(a) entitles Ultra to any Licensed Product Sales Materials, Ultra shall only be permitted to access, use, copy and make Improvements to such Licensed Product Sales Materials to support Ultra's sales of the Licensed Products.

2.3 Grant of Know-How License

- (a) Upon the terms and subject to the conditions set forth in this Agreement, Delta hereby grants to Ultra a perpetual, non-transferrable, non-assignable, royalty-free limited license to access, use, copy, and make Improvements to the Delta Licensed Know-How in accordance with and as permitted by this Agreement (the "**Know-How License**"). During the Term, the Know-How License shall be (i) limited solely to the Ultra Field and Shared Field and (ii) exclusive in the Ultra Field (other than and subject to any rights in respect of the Delta Licensed Know-How granted by Delta or any Delta Subsidiaries to any Third Party prior to the date of this Agreement) even as against Delta.
- (b) Ultra shall not transfer, assign or sublicense, or purport to transfer, assign or sublicense, its rights under the Delta Licensed Know-How other than to Ultra Subsidiaries to the extent required in connection with the operation of the Ultra Business solely in the Ultra Field and Shared Field and in accordance with this Agreement.

2.4 Assignment of Trademarks and Trademarks License

- (a) Upon the terms and subject to the conditions set forth in this Section 2.4, Delta hereby assigns, transfers and conveys to Ultra all of Delta's right, title and interest in the trademarks, service marks, logos, and domain names listed on Schedule 2.4(a), whether registered or unregistered, and any and all goodwill symbolized thereby (the "**Transferred Marks**").
- (b) Upon the terms and subject to the conditions set forth in this Section 2.4, including Section 2.4(d), Delta hereby grants to Ultra and Ultra Subsidiaries a non-transferrable, non-assignable, royalty-free, non-exclusive, limited license to use the trademarks, service marks, logos, and domain names listed on Schedule 2.4(b), whether registered or unregistered (the "**Licensed Marks**"), as a

corporate or entity name within the Ultra Field in connection with the operation, advertisement, marketing, promotion and support of the Ultra Business and the Licensed Products in a manner not likely to cause confusion with the Unlicensed Marks (the “**Trademarks License**”).

- (c) Ultra acknowledges and agrees, and agrees to cause all Ultra Subsidiaries to acknowledge and agree, that all right (including all Intellectual Property Rights), title and interest in the Licensed Marks are owned exclusively by Delta. No right, title or interest in any Unlicensed Marks is granted to Ultra, Ultra Subsidiaries or any Third Party by this Agreement.
- (d) Notwithstanding anything herein to the contrary, the Trademarks License with respect to the use of any Ultra existing corporate or entity name is hereby expressly limited to the period commencing on the Effective Date and ending no later than the date six (6) months after the Effective Date; provided, however, that Ultra shall, and shall cause the applicable Ultra Subsidiaries to, (i) use its and their best efforts to promptly file amended articles of incorporation (or equivalent organizational documents) with the appropriate Governmental Entity changing its corporate or entity name to a corporate or entity name that does not contain “DXC,” “Enterprise Services,” “Electronic Data Systems” or “EDS,” and (ii) provide Delta with any additional information, documents and materials that Delta may request to evidence those filings. Ultra will make commercially reasonable efforts to remove all Delta trademarks (but not proprietary legends) from Customer-visible materials within six (6) months after the Effective Date. Customer-visible materials shall include, but not be limited to, externally-facing website material, distributed sales and support material and customer presentations.
- (e) Ultra’s and Ultra Subsidiaries’ use of the Licensed Marks shall comply with relevant elements of Delta’s trademark guidelines and applicable Laws. Delta further reserves the right to approve the quality and propriety of any goods or services using the Licensed Marks, which approval shall not be unreasonably withheld, conditioned or delayed. It is the purpose of this provision to prevent uses of the Licensed Marks in a manner that are inconsistent with Delta’s high quality of goods and services or in a manner that might be offensive to ordinary and customary standards of exceptional service as determined by Delta, in its sole discretion, or that could undermine or damage the reputation of Delta. Ultra further agrees to furnish Delta, upon request, with sample specimens of each item bearing or displaying the Licensed Marks or pre-printed promotional literature, video, media production, web pages, or other marketing aids which Ultra or Ultra Subsidiaries proposes to use with and which incorporate the Licensed Marks. Ultra agrees that all advertising and promotional materials in which it and Ultra Subsidiaries use the Licensed Marks shall be truthful in all respects. Delta shall have the right to require Ultra and Ultra Subsidiaries to make reasonable changes to such literature or marketing aids, or to any goods or services, for the purpose of eliminating inaccuracies, to ensure compliance with the requirements of this section or otherwise to protect the Licensed Marks. If no objection is made by Delta within ten (10) Business Days after its receipt of such material, Delta shall be deemed not to object to its use or distribution. Delta shall not be deemed to endorse the accuracy of, or assume any legal responsibility for the contents of, such promotional material or media presentations. Ultra and Ultra Subsidiaries may not modify, change or alter any Licensed Mark without the prior written consent of Delta. Ultra agrees that it shall not, directly or indirectly, do, omit to do, or permit to be done, any act that will or may dilute the goodwill associated with the Licensed Marks or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Marks or Delta or that will or may invalidate or

jeopardize any registration of the Licensed Marks. Ultra and Ultra Subsidiaries shall not purchase Internet keywords or domain names containing the Licensed Marks.

- (f) Ultra recognizes the ownership of, and great value of the goodwill associated with, the Licensed Marks. Ultra acknowledges that such goodwill belongs to Delta and that such Licensed Marks, have inherent and/or acquired distinctiveness and are famous marks. Nothing in this Agreement gives Ultra and Ultra Subsidiaries any right, title, or interest in the Licensed Marks, except the right to use the Licensed Marks in accordance with the terms of this Agreement. Ultra's and Ultra Subsidiaries' use of the Licensed Marks shall inure to the benefit of Delta. Ultra and Ultra Subsidiaries will not, and will not cause any other Person to, seek to register any marks for, containing, or confusingly similar to, the Licensed Marks. Ultra and Ultra Subsidiaries shall not, and shall not cause any other Person to, oppose or seek to cancel or challenge, in any forum anywhere in the world, including, but not limited to, the United States Patent and Trademark Office, any application or registration by Delta for the Licensed Marks, or any composite mark containing a Licensed Mark as an element of such composite mark. Further, Ultra and Ultra Subsidiaries shall not, and shall not cause any other Person to, object to, or file any action or lawsuit because of, any use by Delta of (i) the Licensed Marks, (ii) any composite mark containing a Licensed Mark, or (iii) any company name, corporate name, trade name, keyword, or domain name consisting of or containing any of the Licensed Marks, for or in connection with any goods or services, whether such use is by Delta directly or through Delta's licensees, Delta Subsidiaries, or Delta's authorized users; and Ultra and Ultra Subsidiaries will not, and will not cause any other Person to, take any other action that may adversely affect or contest Delta's ownership of or right to use or the validity, incontestability or enforceability of the Licensed Marks, any composite mark containing a Licensed Mark, or the goodwill associated with the Licensed Marks.
- (g) Ultra and Ultra Subsidiaries will display on materials utilizing or displaying the Licensed Marks any notice, marking, or indicia of ownership required by this Agreement or otherwise by Delta from time to time. Ultra and Ultra Subsidiaries will in all material respects, use the Licensed Marks in a manner reasonably calculated to prevent the Licensed Marks from becoming generic or otherwise invalid.
- (h) Ultra agrees to notify Delta in writing, as promptly as reasonably practicable, of any of the following that may come to the attention of Ultra: (i) any adoption, use, or registration of any mark, trade name, trading style or corporate name, domain name, or designation which would infringe, impair or dilute, or tend to infringe, impair or dilute, the Licensed Marks, (ii) any challenge to Delta's use, Ultra's use, or Ultra Subsidiaries' use of any Licensed Mark, or (iii) any claim made by any Person of any rights in any Licensed Mark.
- (i) Except as provided herein, Delta shall be responsible, at its sole discretion, for renewing and maintaining at Delta's expense all trademark applications and registrations for the Licensed Marks. Delta may elect, for any reason, not to renew any applications and registrations for the Licensed Marks. Each Party agrees to cooperate and provide promptly, upon any request by the other Party, appropriate samples and specimens of Delta's, Ultra's, and Ultra Subsidiaries' use of the Licensed Marks and to otherwise assist the relevant Party in applying for, registering, maintaining and renewing Delta's applications and registrations for the Licensed Marks, at Delta's expense.

- (j) Nothing in this Agreement shall constitute any representation or warranty by Delta that any Licensed Mark is valid or that the exercise by Ultra or any Ultra Subsidiary of any rights granted under this Agreement with respect to any Licensed Mark will not infringe the Intellectual Property Rights of any Person.

2.5 Preservation of Ownership of Proprietary Rights and Sublicense Requirements

- (a) All rights not specifically granted to Ultra herein are hereby retained by Delta. There are no implied licenses to any of the Delta Proprietary Items (or to any right, title or interest therein or part, portion or aspect thereof). Ultra covenants, and agrees to cause all Ultra Subsidiaries and require all other sublicensees to covenant, to take no action or commit any omission that would reasonably be expected to be adverse to Delta's sole and exclusive ownership of all right (including all Intellectual Property Rights), title and interest in and to the Delta Proprietary Items and shall not (i) apply to register or cooperate in any effort by any Third Party to register any right (including any Intellectual Property Rights), title or interest in or to any Delta Proprietary Items anywhere in the world in connection with any products or services, (ii) challenge or participate in any challenge or diminution of Delta's rights (including any Intellectual Property Rights) in the Delta Proprietary Items, or (iii) do anything else inconsistent with Delta's rights (including any Intellectual Property Rights) in the Delta Proprietary Items. If, contrary to the intent of the Parties, it should occur that Ultra has any rights of ownership in the Delta Proprietary Items, Ultra hereby agrees, at any time upon the written request of Delta, to assign and to sell for ten dollars (US \$10.00) to Delta any and all such rights of ownership as well as the entire right, title and interest to any such right (including any attendant goodwill), and Ultra agrees that it has not entered and shall not enter into any agreement with any Third Party, including any Ultra Subsidiaries or other sublicensees, or otherwise take or fail to take any action, that would prevent such assignment and sale. Ultra shall promptly upon request by Delta execute, without additional consideration, any assignment or other document that may be reasonably necessary or appropriate for Delta to purchase, take assignment or perfect its ownership interest or to memorialize, record or otherwise denote or demonstrate ownership by Delta of all right (including all Intellectual Property Rights), title and interest in and to any Delta Proprietary Items.
- (b) Delta shall be responsible, at Delta's own expense, for, and shall make all decisions concerning, the preparation, filing, registration, prosecution, renewal, enforcement and maintenance of any Intellectual Property Rights in or covering any Delta Proprietary Item. Ultra agrees to, and agrees to cause all Ultra Subsidiaries and require all other sublicensees to, cooperate fully with, and provide reasonable assistance to, Delta in respect thereof, at Delta's own expense.
- (c) In order to assign title to Delta in accordance with the terms of this Agreement, Ultra shall use commercially reasonable efforts to obtain title to inventions made in the performance of a Customer Contract.
- (d) Ultra shall set forth in written agreements with any sublicensee all applicable restrictions and obligations regarding Delta Proprietary Items as set forth in this Agreement. Ultra shall not grant any right to or fail to require any obligation from any permitted sublicensee that is inconsistent with the terms and conditions of this Agreement or reduces or eliminates protections of Delta Proprietary Items or Delta's ownership of Delta Proprietary Items as set forth herein.

- (e) Ultra shall set forth in written agreements with any Contractor all applicable restrictions and obligations regarding such Licensed Product or the Applicable Licensed Product Items as set forth in this Agreement.

2.6 Enforcement Actions

Ultra agrees to notify Delta in writing, as promptly as reasonably practicable, of any actual, threatened or alleged infringement, challenge, misappropriation, claim, impairment or violation of any Intellectual Property Rights relating to the Licensed Products, Delta Licensed Know-How or Licensed Marks that comes to the attention of Ultra or an Ultra Subsidiary. Delta shall have sole and exclusive authority and discretion to take such legal action as it deems appropriate and control any dispute, claim, litigation, United States Patent and Trademark Office or other U.S. or foreign governmental or administrative proceeding, or other action arising out of any actual or alleged infringement, challenge, misappropriation, claim, impairment or violation of any Intellectual Property Rights relating to the Delta Proprietary Items and including any brought by a Third Party (an “**Enforcement Action**”). Unless the Parties otherwise agree, all costs and expenses related to an Enforcement Action shall be borne by Delta, and Delta shall be entitled to all monetary damages, fines, settlement payments, costs, attorneys’ fees, and other amounts (“**Recoveries**”) awarded to Delta as a direct result of an Enforcement Action. Ultra shall, and if requested by Delta cause Ultra Subsidiaries and any sublicensees to, at Delta’s expense, cooperate fully and promptly with Delta with respect to such Enforcement Action, in such manner and to such extent as Delta may reasonably request, including joining such Enforcement Action as a party. Nothing herein shall be construed as requiring Delta to take any action to bring or defend any Enforcement Action or to indemnify or hold harmless Ultra, Ultra Subsidiaries, or any sublicensees in connection therewith. During the Term, in the event Delta provides written notice or confirmation to Ultra that it determines not to bring an Enforcement Action, Ultra may, with the prior written consent of Delta (which consent may be withheld by Delta for any reason in its sole discretion), bring an Enforcement Action with respect to any violation of the Licensed Products, Delta Licensed Know-How or Licensed Marks that Ultra reasonably believes would have a material and adverse effect on its business; provided, however, that Ultra shall not compromise or settle any Enforcement Action without the prior written consent of Delta; provided, further that Ultra shall indemnify, defend and hold harmless (at Ultra’s sole cost and expense) Delta for any losses of Delta arising from or relating to such Enforcement Action brought by Ultra without Delta’s prior written consent, including, for the avoidance of doubt, any losses arising from any counterclaim to such Enforcement Action. Unless the Parties otherwise agree, all costs and expenses related to an Enforcement Action brought by Ultra shall be borne by Ultra and any Recoveries awarded to Ultra as a direct result of an Enforcement Action brought by Ultra shall belong to Ultra. Delta shall, if reasonably requested by Ultra and at Ultra’ expense, provide and cause its controlled Affiliates to provide reasonable cooperation with respect to any such Enforcement Action. For the avoidance of doubt, nothing herein shall be construed as requiring Delta to join as a party any Enforcement Action brought by Ultra.

2.7 Prohibited Uses and Administrative Obligations

- (a) Except as expressly permitted by this Agreement or with the prior written consent of Delta (not to be unreasonably withheld, conditioned or delayed), Ultra shall not, nor shall it allow or give permission to any Third Party, including but not limited to any Ultra Subsidiary, Customer or Governmental Entity, to:

- (i) use, copy (except for internal archival purposes), distribute, rent, lease, license, lend, give, sublicense, disclose or transfer any of the Delta Proprietary Items or any portion thereof;
 - (ii) access or make available to any Third Party source code in any manner (and whether or not subject to escrow arrangements) relating to the Licensed Products, Licensed Product Items or any portion thereof;
 - (iii) translate, modify, adapt, enhance, extend, decompile, disassemble or reverse engineer the Licensed Products, Licensed Product Items or any portion thereof;
 - (iv) transfer, assign or sublicense, or purport to transfer, assign or sublicense, to any Third Party any right, including any Intellectual Property Rights, in or to any of the Delta Proprietary Items;
 - (v) allow any of the Delta Proprietary Items or any right in any of them to become subject of any charge, lien or encumbrance;
 - (vi) alter, remove or obscure any trademark, copyright, trade secret, patent, proprietary right and/or other legal notice of Delta that are part of or affixed to any of the Delta Proprietary Items;
 - (vii) modify, decompile, disassemble or reverse engineer or otherwise attempt to derive, obtain or modify the source code to, write or develop any derivative software based upon the Licensed Products, or sell, rent, lease, license, sublicense, copy, reproduce, disclose or transmit the Delta Proprietary Items or any portion thereof, or permit any Third Party to do any of the foregoing, for any purpose whatsoever;
 - (viii) use or permit use of the Delta Proprietary Items by a Third Party or on any service bureau, time-sharing or similar system; or
 - (ix) create Improvements or additions to any of the Delta Proprietary Items.
- (b) Ultra shall not, and agrees to cause Ultra Subsidiaries to not, directly or indirectly, violate any applicable Laws or regulations in exercising any rights provided by or performed under this Agreement.

2.8 Compliance with Third Party Licenses

Ultra shall comply with the terms of the license agreements governing Third Party vendor materials incorporated into any of the Licensed Products or Licensed Product Items as and to the extent Delta so notifies Ultra in writing from time to time. None of the licenses or rights to sublicense granted hereby include any license to or right to sublicense the Intellectual Property Rights of any Third Party, unless and only to the extent Delta is authorized to provide such license or right to sublicense to Ultra. Ultra acknowledges and agrees that Ultra shall seek any license to or right to sublicense any Intellectual Property Rights of a Third Party in the Delta Proprietary Items from such Third Party.

3. ADDITIONAL GRANTS AND RIGHTS

3.1 Restricted IP

The Parties acknowledge that certain embodiments of Intellectual Property Rights including technical data, tools, know-how or other items, materials, processes or techniques were authored, conceived, created, developed or reduced to practice after April 11, 2017 and prior to the Effective Date by DXC or a DXC Subsidiary in the performance of a Customer Contract, where such embodiments currently uniquely reside in the custody or control of an Ultra Customer and, for reasons of national security, security classification or similar restrictions, may not be duplicated, transferred or removed from such Ultra Customer's restricted facilities, networks or systems (the Intellectual Property Rights embodied thereon, the "**Restricted IP**"). Such Restricted IP is hereby licensed to Ultra under the same terms and conditions as the Licensed Products under Section 2.1(a), provided, however, notwithstanding anything to the contrary set forth in the Agreement, Ultra shall not be required to disclose, duplicate, transfer or remove the embodiments of such Restricted IP made or created from or based on the embodiments of such Restricted IP to DXC if to do so, and for so long as, it would violate Applicable Law, national security considerations, security classifications or similar restrictions.

3.2 Grant of License to Delta Improved Imminent IP

Delta hereby grants to Ultra a non-exclusive, perpetual, non-transferrable, non-assignable, royalty-free, fully paid-up right and license to access, use, copy, make Improvements to and sublicense to end users, any Ultra Subsidiary and any Contractor, any Delta Improved Imminent Ultra IP conceived, created, developed or reduced to practice during the Term. During the Term, this license to Delta Improved Imminent IP License shall be limited solely to outside the Delta Field.

3.3 Distributed Products

To the extent any Distributed Products are, as of the date of this Agreement, distributed by Ultra to Customers (either on a standalone basis or as part of an offering or software platform), Ultra shall have the right to continue to distribute such Distributed Products only in accordance with the Commercial License Agreement.

3.4 Delta Legacy Products

To the extent any Delta Legacy Products are, as of the date of this Agreement, used by Ultra in the conduct of the Ultra Business, Ultra shall have the right to use such Delta Legacy Products only in accordance with the Commercial License Agreement.

4. GRANT OF LICENSE TO DELTA

4.1 Grant of Imminent Ultra IP License to Delta

- (a) Ultra hereby grants to Delta a perpetual, non-transferrable, non-assignable, royalty-free, fully paid-up right and license to access, use, copy, make Improvements to and sublicense to end users, any Delta Subsidiary and any contractor of Delta or of a Delta Subsidiary any Imminent Ultra IP (the "**Imminent Ultra IP License**"). During the Term, the Imminent Ultra IP License shall be limited solely to outside the Ultra Field and shall be exclusive, even as to Ultra, within the Delta Field (other than and subject to any rights in respect of the Imminent Ultra IP granted by Ultra or any Ultra Subsidiary to any Third Party prior to the date of this Agreement).

- (b) Without limiting the foregoing, the Imminent Ultra IP License shall entitle Delta to access, use, copy and sublicense in accordance herewith, all Improvements to the Imminent Ultra IP as well as any new versions thereof in each case that are created and released by Ultra during the Term and made generally available by Ultra to end users of the Imminent Ultra IP. Notwithstanding the foregoing, Ultra shall have no obligation to create or release any such Improvements, and the timing of any such Improvements shall be at the sole discretion of Ultra or its applicable Affiliate.
- (c) Delta shall not transfer, assign or sublicense, or purport to transfer, assign or sublicense, its rights under any Imminent Ultra IP other than to Delta Subsidiaries and any contractor of Delta or of a Delta Subsidiary to the extent required in connection with the operation of the Delta Business (including commercialization with Delta Business customers and end users) outside of the Ultra Field and in accordance with this Agreement.

4.2 Grant of Know-How License

- (a) Upon the terms and subject to the conditions set forth in this Agreement, Ultra hereby grants to Delta a perpetual, non-transferrable, non-assignable, royalty-free limited license to access, use, copy and make Improvements to the Ultra Licensed Know-How in accordance with and as permitted by this Agreement (the “**Ultra Know-How License**”). During the Term, the Ultra Know-How License shall be (i) limited solely to the Delta Field and Shared Field and (ii) exclusive in the Delta Field even as against Ultra (other than and subject to any rights in respect of the Ultra Licensed Know-How granted by Ultra or any Ultra Subsidiaries to any Third Party prior to the date of this Agreement).
- (b) Delta shall not transfer, assign or sublicense, or purport to transfer, assign or sublicense, its rights under the Ultra Know-How License other than to Delta Subsidiaries to the extent required in connection with the operation of the Delta Business solely in the Delta Field and Shared Field and in accordance with this Agreement.
- (c) Each Party shall retain all right to its own derivative works, inventions, modifications, improvements, fixes, enhancements and/or updates made to or derived from the Ultra Licensed Know-How, and the other Party shall not have any rights to the foregoing.

4.3 Grant of Ultra Intellectual Property and Ultra-Owned Products to Delta

- (a) Ultra hereby grants to Delta a perpetual, transferrable, assignable, royalty-free, fully paid-up license to access, use, copy, make Improvements to and sublicense to end users the Ultra-Owned Products and Ultra Intellectual Property in accordance with and as permitted by this Agreement (the “**Ultra-Owned Products and Intellectual Property License**”). During the Term, the Ultra-Owned Products and Intellectual Property License shall be limited solely to outside clause (i) of the definition of Ultra Field on a non-exclusive basis and be exclusive in the Delta Field even as against Ultra and the Ultra Subsidiaries (other than and subject to any rights in respect of the Ultra Owned Products or the Ultra Intellectual Property granted by Ultra or any Ultra Subsidiaries to any Third Party prior to the date of this Agreement). For the avoidance of doubt, following termination of this Agreement or expiration of the Term, the Ultra-Owned Products and Intellectual Property License shall remain in effect in the Delta Field and the Shared Field on a non-exclusive basis.

- (b) Each Party shall retain all right to its own derivative works, inventions, modifications, improvements, fixes, enhancements and/or updates made to or derived from the Ultra-Owned Products and Ultra Intellectual Property, and the other Party shall not have any rights to the foregoing.

4.4 Vector Labs, Kodiak and Ultra Cyber Security Services

- (a) The Parties agree that, for the duration of the Term, Delta may request that Ultra make available, and the Parties shall subsequently negotiate in good faith the terms and conditions of a right of access to the following resources under the terms of the Master Partnered Product Agreement in the Delta Field (including as to Ultra's ability to offer these services to third parties):
- (i) Vector Labs, including its personnel and any necessary ancillary support resources such as equipment, contracted support, technical information, Intellectual Property, code and know-how; and
 - (ii) The Ultra Security and Digital Protection Services Business including its personnel and any necessary ancillary support resources such as equipment, contracted support, technical information, Intellectual Property, code and know-how.
- (b) Ultra hereby agrees to, and shall concurrently with the Merger Agreement closing date grant (or cause its Subsidiary(ies) to grant) to Delta a non-transferrable, non-assignable, license for the Term to access, use, copy, make Improvements to and sublicense to end users the Vector and Kodiak Intellectual Property in accordance with and as permitted by this Agreement (the "**Vector/Kodiak License**"). The Vector/Kodiak License will be royalty-free and fully paid up to the extent that Delta does not commercially exploit the Vector and Kodiak Intellectual Property in the Delta Business. The Vector/Kodiak License shall be exclusive to Delta in the Delta Field even as against Ultra and the Ultra Subsidiaries (other than and subject to any rights in respect of the Vector and Kodiak Intellectual Property granted by Ultra or any Ultra Subsidiaries to any Third Party prior to the date of this Agreement or as specifically provided in the Master Partnered Product Agreement, provided, however that Delta hereby agrees to grant back a royalty-free and fully paid up non-exclusive license of the Vector and Kodiak Intellectual Property to Ultra to use, make Improvements to and to sublicense end users, on case-by-case basis, for any Opportunity, presented to Delta, as set forth in Section 4.4(c) below, as to which Delta has notified Ultra that Delta is not interested in pursuing. Delta shall have the right to make commercial use of Vector and Kodiak Intellectual Property with any Delta customer or other Person in the Delta Field only in accordance with the terms of the Vencore and KGS Commercial License.
- (c) During the Term and subject to any other rights herein or in any other Transaction Document, in the event Vector Labs wishes to pursue research and development of new or improved technology (including software products) which has potential applicability in the Delta Field (each such research and development program, an "**Opportunity**"), Vector Labs shall, prior to pursuing such Opportunity, provide written notice to Delta identifying the Opportunity and describing the specifics thereof in sufficient detail (together with any necessary background information) as reasonably required for Delta to evaluate it together with the commercial prospects thereof. Thereafter, Delta shall notify Ultra in writing within ten (10) Business Days (or such longer period as Delta may require to reasonably evaluate the Opportunity under the circumstances as notified to Ultra within said ten (10) Business Days) whether: (i) Delta desires to pursue the Opportunity together with Vector Labs or (ii) Delta is not interested in pursuing the Opportunity; in which case (subject to any other restrictions and exclusive grants other than the Vector/Kodiak License) Vector Labs may engage in the Opportunity. Unless Delta has notified Ultra that it is not interested in pursuing the Opportunity, the

Parties shall negotiate in good faith toward reaching mutually agreeable terms on a collaborative development and commercialization effort. In the event Delta notifies Ultra that it is not interested in pursuing an Opportunity and, thereafter, the specifics of the Opportunity substantially change (including a change in research scope of commercial prospects or other circumstances that would likely make the Opportunity more attractive to Delta), Ultra shall re-offer the revised Opportunity to Delta in the manner described above. For avoidance of doubt, nothing in this Section 4.4(c) shall permit Ultra during the Term to use, sell or otherwise commercialize, in the Delta Field, any products, services, offerings or the Intellectual Property Rights related thereto, arising out of, developed in connection with or underlying the Opportunity, other than as an agreed Partnered Product under the Master Partnered Product Agreement.

5. TERM

5.1 Term

The Term of this Agreement (the “**Term**”) shall commence as of the Effective Date and continue through the fifth (5th) anniversary of the Effective Date unless terminated earlier pursuant to Section 11.

6. TAXES

6.1 Taxes

Each Party shall be responsible for all Taxes imposed on such Party under applicable Law. In no event shall any Party be responsible for Taxes on or measured by net income of the other Party. The Parties shall cooperate with each other to furnish such forms and certificates that they are legally entitled to furnish to eliminate or reduce Taxes on payments described herein. No Party shall be required to “gross up” the other party for Taxes imposed through withholding or deduction. To the extent any Party is required under applicable Law to collect sales, use or similar taxes from the other Party, the Party required to collect such taxes shall separately state the applicable sales, use or similar tax on an invoice rendered to the other Party.

7. SUPPORT AND MAINTENANCE OBLIGATIONS

7.1 Support and Maintenance Services

- (a) Delta and Ultra may elect to enter into a separate agreement after the date hereof setting forth any additional maintenance and support services to be provided by Delta to Ultra in respect of any Licensed Product or Licensed Product Items, such as training on the Licensed Products. The terms and conditions of any such agreement, including the fees for such services, shall be negotiated and agreed between Delta and Ultra on an arm’s-length basis at such time.
- (b) The Parties will agree on governance procedures for the request and delivery of the Licensed Products, Licensed Product Items and Improvements during the Term but the failure to agree shall not void the Parties’ respective obligations to request and deliver the Licensed Products, Licensed Product Items and Improvements during the Term in accordance with this Agreement.

7.2 M&A Activity

- (a) Notwithstanding anything else to the contrary contained herein, any license granted by Delta hereunder shall not extend to any Person that, directly or indirectly, acquires control of Ultra through

a Change of Control of Ultra (an “**Acquiring Person**”) or to any Affiliate or subsidiary of any such Acquiring Person (other than with respect to the licenses to Ultra and entities that were direct or indirect subsidiaries of Ultra prior to the time such Acquiring Person acquired such control (a “**Pre-COC Subsidiary**”). Without limiting the foregoing, if any material operations or businesses are contributed by any Affiliate of an Acquiring Person (other than a Pre-COC Subsidiary) to Ultra or a Pre-COC Subsidiary, such contributed operations or businesses shall not be entitled to any of the rights granted pursuant to any such license.

- (b) Notwithstanding anything to the contrary contained herein, in the event that any divestiture (whether by spin-off, split-off, stock or asset sale or other similar transaction) of all or any portion of the Delta Business or Ultra Business in an arm’s length transaction to an unaffiliated third party (a “**bona fide purchaser**”) would cause, or be reasonably expected to cause, a Party to breach any of the restrictions or limitations imposed on such Party hereunder and/or under the Separation and Distribution Agreement or any of the Ancillary Agreements, such bona fide purchaser shall be permitted to develop and implement a “firewall plan” to protect the Intellectual Property Rights owned by or exclusively licensed (to the extent of such exclusivity) to such other Party and to prevent Intellectual Property Rights of such divested business from being used by such bona fide purchaser’s business that operates in the other Party’s field (either the Delta Field or the Ultra Field, as applicable); provided, however, that no such “firewall plan” shall be required in respect of any portion of such bona fide purchaser’s business that operates outside of the other Party’s Field (either the Delta Field or the Ultra Field, as applicable) or to prevent a Party’s Employees from transferring into any portion of such bona fide purchaser’s business that operates outside of the other Party’s Field (either the Delta Field or the Ultra Field, as applicable).
- (c) Notwithstanding anything to the contrary contained herein, in the event that any acquisition (whether by merger, consolidation, stock or asset purchase or other similar transaction) of any business by Delta or its controlled Affiliates or by Ultra or the Ultra Subsidiaries contains certain activities that would cause, or be reasonably expected to cause, such Party to breach any of the restrictions or limitations hereunder and/or under the Separation and Distribution Agreement or any of the Ancillary Agreements, such Party shall, at its election, either (a) develop and implement a “firewall plan” to protect the Intellectual Property Rights owned by or exclusively licensed (to the extent of such exclusivity) to such other Party and to prevent Intellectual Property Rights of in such Party’s possession from being used in connection with the offending portions of such business; provided, however, that the fact that (i) no more than five individual managers at the L1 to L3 levels at such Party have management oversight over a potentially offending element or (ii) such Party shared back office support functions (including HR, accounting, tax and IT), but for the avoidance of doubt not any customer facing or front office support functions (such as sales support, product development, customer support and product support), provide support to the acquired entity shall not in itself be deemed a breach of this Section 7.2(c).

8. WARRANTIES

8.1 Warranty Exclusions

- (a) The Applicable Licensor shall in no circumstances have any liability for any of the following: (i) failure of the Licensed Products or Ultra-Owned Products, as applicable resulting from unpermitted modification, abuse or prohibited use of the Licensed Products or Ultra-Owned Products, as

applicable, or use of the Licensed Products or Ultra-Owned Products, as applicable, that does not comply with the requirements of the Licensed Product Sales Materials or Ultra-Owned Product materials, as applicable, (ii) failure of the Licensed Products or the Ultra-Owned Products, as applicable, resulting from use of the Licensed Products or the Ultra-Owned Products, as applicable, in combination with any other software and/or equipment which has not been supplied or approved in writing by the Applicable Licensor for use with the Licensed Products or the Ultra-Owned Products, as applicable, (iii) loss of data or any storage media in the possession or under the control of the Applicable Licensee or any Delta Subsidiary or Ultra Subsidiary, as applicable, (iv) the content and accuracy of any document produced by the Licensed Products or the Ultra-Owned Products, as applicable, (v) the Applicable Licensee's or any Delta Subsidiary's or any Ultra Subsidiary's, as applicable, negligence or hardware malfunction, or (vi) (x) in the case of Ultra, the Ultra-Owned Products, Ultra Licensed Know-How, the Ultra Imminent IP, or the Restricted IP, and (y) in the case of Delta, the Licensed Products, the Licensed Product Items, Delta Licensed Know-How, Delta Improved Imminent IP or Licensed Trademarks.

- (b) NO WARRANTY SHALL BE CREATED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE FROM, THIS AGREEMENT OR EITHER PARTY'S RENDERING OF TECHNICAL, PROGRAMMING, OR OTHER ADVICE OR SERVICE HEREUNDER. EACH PARTY SHALL BE DEEMED TO HAVE ACCEPTED, IN THE CASE OF ULTRA, THE DELTA PROPRIETARY ITEMS, THE RESTRICTED IP AND ANY SERVICES PROVIDED BY DELTA AND, IN THE CASE OF DELTA, THE ULTRA-OWNED PRODUCTS, ULTRA LICENSED KNOW-HOW AND ANY SERVICES PROVIDED BY ULTRA, "AS IS" AND "WHERE IS," AND WITHOUT ANY WARRANTY OF ANY KIND.
- (c) (i) EACH PARTY HEREBY WAIVES ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NON-INFRINGEMENT OR OTHERWISE (INCLUDING TIME OF PERFORMANCE) RESPECTING, IN THE CASE OF ULTRA, THE DELTA PROPRIETARY ITEMS, RESTRICTED IP OR SERVICES PROVIDED BY DELTA, AND IN THE CASE OF DELTA, THE ULTRA-OWNED PRODUCTS, ULTRA LICENSED KNOW-HOW, ULTRA INTELLECTUAL PROPERTY, ULTRA IMMINENT IP OR SERVICES PROVIDED BY ULTRA, AND (ii) NEITHER PARTY MAKES ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN, IN THE CASE OF DELTA, A LICENSED PRODUCT ITEM OR ANY RESTRICTED IP, AND IN THE CASE OF ULTRA, THE ULTRA-OWNED PRODUCTS OR ULTRA LICENSED KNOW-HOW, WILL MEET THE OTHER PARTY'S REQUIREMENTS OR THAT THE OPERATION OF, IN THE CASE OF DELTA, A LICENSED PRODUCT ITEM OR ANY RESTRICTED IP, AND IN THE CASE OF ULTRA, THE ULTRA-OWNED PRODUCTS OR ULTRA LICENSED KNOW-HOW, WILL BE UNINTERRUPTED OR ERROR-FREE.
- (d) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY ASSUMES SOLE RESPONSIBILITY AND ENTIRE RISK AS TO THE SUITABILITY AND RESULTS OBTAINED FROM USE OF, IN THE CASE OF ULTRA, THE DELTA PROPRIETARY ITEMS, THE RESTRICTED IP AND THE SERVICES PROVIDED BY DELTA, AND IN THE CASE OF DELTA, THE ULTRA-OWNED PRODUCTS, ULTRA LICENSED KNOW-HOW AND ANY SERVICES PROVIDED BY ULTRA, AND ANY DECISIONS MADE

OR ACTIONS TAKEN BASED ON THE INFORMATION CONTAINED IN OR GENERATED BY THE FOREGOING, AS APPLICABLE.

9. INDEMNIFICATION; INJUNCTIVE RELIEF; LIMITATIONS OF LIABILITY

9.1 Indemnification by Delta

Delta will indemnify, defend and hold harmless Ultra, and each Ultra Subsidiary and Ultra's and the Ultra Subsidiaries' directors, officers, employees, agents and permitted successors and assigns ("**Ultra Indemnitees**") from and against any and all Losses incurred by any Ultra Indemnitee as a direct result of any claim by a Third Party that is not a Ultra Affiliate that Ultra's use of any Improvements to the Licensed Products provided by Delta pursuant to this Agreement infringes or misappropriates any U.S. copyright or trade secret, except to the extent resulting from (i) Ultra's modification of the Licensed Products or combination by Ultra of the Licensed Products with other products or services if the Licensed Products would not have been infringing but for such combination or modification, (ii) Ultra's use of such Licensed Products other than as permitted under this Agreement, (iii) Ultra's failure to use an updated non-infringing version of the applicable Licensed Products to the extent Ultra was notified that the update cured an infringement, (iv) changes to the Licensed Products made by Delta at the direction of Ultra, (v) any open source software included in the Licensed Products or used by Ultra or an end user in connection with the Licensed Products, or (vi) any portion of the Licensed Products that is owned by a Third Party.

9.2 Indemnification by Ultra

Ultra will indemnify, defend and hold harmless Delta, and each of Delta's Affiliates and Delta's and its Affiliates' directors, officers, employees, agents and permitted successors and assigns ("**Delta Indemnitees**") from and against any and all Losses incurred by any Delta Indemnitee as a direct result of any claim by a Third Party that is not a Delta Affiliate (a) arising from or relating to Ultra's, Ultra Subsidiaries' or any end user's use of the Licensed Products, and/or any end user agreement, documentation or representation provided or made by Ultra to an end user to the extent such end user agreement, documentation or representation differs from the Licensed Product Sales Materials, Licensed Product Documentation, and/or marketing materials provided by Delta or (b) that Delta's use of any Improvements to the Licensed Products provided by Ultra pursuant to this Agreement infringes or misappropriates any U.S. copyright or trade secret, except to the extent resulting from (i) Delta's modification of the Licensed Products or combination by Delta of the Licensed Products with other products or services if the Licensed Products would not have been infringing but for such combination or modification, (ii) Delta's failure to use an updated non-infringing version of the applicable Licensed Products to the extent Delta was notified that the update cured an infringement, (iii) changes to the Licensed Products made by Ultra at the direction of Delta, (iv) any open source software included in the Licensed Products or used by Delta or its customers in connection with the Licensed Products or (v) any portion of the Licensed Products that is owned by a Third Party.

9.3 Sole Remedy; Indemnification Procedures

- (a) If any Improvement for which Delta has an indemnification obligation under Section 9.1 becomes, or in Delta's reasonable opinion is likely to become, the subject of any U.S. copyright, trademark or trade secret infringement or misappropriation claim or proceeding, Delta will, in addition to indemnifying Ultra as provided in Section 9.1, promptly take the following actions, at no additional

charge to Ultra, in the following order of priority: (i) secure the right to continue using the item or (ii) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Delta using commercially reasonable efforts, and only in such event, Delta will remove the applicable Improvements and, in full satisfaction of Delta's obligations with respect to this Section 9.3(a), the applicable Fees will be equitably adjusted to reflect such removal. ARTICLE 9 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF THE APPLICABLE LICENSOR AND THE EXCLUSIVE REMEDY OF THE APPLICABLE LICENSEE, ITS AFFILIATES, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY, IN THE CASE OF DELTA, THE LICENSED PRODUCTS AND THE SUPPORT SERVICES PROVIDED BY DELTA OR ANY PART THEREOF, AND IN THE CASE OF ULTRA, THE ULTRA DEVELOPED PRODUCTS AND THE SUPPORT SERVICES PROVIDED BY ULTRA OR ANY PART THEREOF.

(b) All indemnification procedures shall be governed by Section 6.4 of the Separation and Distribution Agreement.

9.4 Injunctive Relief

The Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of Sections 2, 4, or 10 of this Agreement by a Party or any of its Subsidiaries and that the other Party shall, in addition to any other rights it may have at Law or in equity, be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach (and the Party in breach shall not raise the defense of an adequate remedy at Law) without the posting of a bond or other form of assurance or surety.

9.5 Limitation of Liability

EXCEPT WITH RESPECT TO (a) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ARTICLE 9 WITH RESPECT TO THIRD PARTY CLAIMS, (b) EITHER PARTY'S INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER OR USE OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER IN ANY MANNER OR FOR ANY PURPOSE OR APPLICATION NOT EXPRESSLY PERMITTED BY THIS AGREEMENT, (c) EITHER PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR (d) EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COSTS, OR FOR LOST OR DAMAGED DATA OR LOSS OF PROFIT OR GOODWILL, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

10. CONFIDENTIAL DATA & PROPRIETARY MATERIALS

10.1 Confidential Data, Proprietary Information, and Trade Secrets

All Confidential Information submitted or disclosed by one Party to the other Party in connection with this Agreement shall be governed by the confidentiality obligations set forth in Section 7.5 of the Separation

and Distribution Agreement. For purposes of this Agreement, Confidential Information of Delta shall include all Delta Proprietary Items.

10.2 Employees and Sublicensees

Each Party shall require its sublicensees and cause its Affiliates and its and their employees, authorized agents and representatives to comply with the provisions set forth in this Agreement and shall be deemed for purposes of this Agreement to have taken the actions and inactions of the same in connection thereto.

11. TERMINATION

11.1 Events of Termination

This Agreement may only be terminated if:

- (a) the Parties mutually agree;
- (b) the other Party is in material breach or default of any of its representations, warranties, covenants or obligations under this Agreement or violates or infringes the Intellectual Property Rights of such Party and which breach, violation or infringement has remained uncured or otherwise unresolved for a period of thirty (30) days or more following that Party's receipt of written notice regarding such breach; or
- (c) the other Party makes any assignment or assumption for the benefit of creditors or files a petition in bankruptcy or is adjudged bankrupt or is placed in the hands of a receiver or if the equivalent of any of the proceedings or acts referred to in this clause, though known and/or designated by some other name or term, occurs;

and such Party notifies the other Party of its election to terminate this Agreement.

11.2 Effect of Termination or Expiration

Unless a contrary intention clearly appears, expressions of termination, cancellation or rescission of this Agreement may not be construed as a renunciation or discharge of any claim in damages for an antecedent breach of this Agreement or an obligation incurred prior to the termination or expiration thereof.

11.3 Survival of Terms

Upon the termination of this Agreement or the expiration of the Term for any reason, the following shall survive: (a) any unsatisfied payment obligation or other right or remedy regardless of whether based on prior default or performance or otherwise, (b) any limitation on the scope, manner, method, or location of the exercise of rights in the Delta Proprietary Items, (c) any limitation, exclusion or waiver of warranties, remedy, liability or damages, (d) any obligation of confidentiality, nondisclosure, return of data or materials, or singular obligation to the extent that the obligation was created by the terms of this Agreement, (e) any right for effectuating any of the aforesaid, (f) the right of Delta to receive any and all Improvements made or created from or based on the Licensed Products or any Licensed Product Items by or on behalf of Ultra or a Ultra Subsidiary following the Effective Date, and (g) the provisions of Sections 2, 3, 4, 6, 8, 9, 10, 11 and 12, including the perpetual licenses granted herein.

12. GENERAL PROVISIONS

12.1 Further Assurances

In addition to the actions specifically provided for elsewhere in this Agreement, each Party agrees to execute or cause to be executed and to record or cause to be recorded such other agreements, instruments and other documents, and to take such other action, as reasonably necessary or desirable, to fully effectuate the license grants, assignment, intents and purposes of this Agreement.

12.2 Relationship of the Parties

This Agreement shall not be construed to place the Parties in the relationship of legal representatives, partners, joint venturers or agents of or with each other. No Party shall have any power to obligate or bind the other Party in any manner whatsoever, except as specifically provided herein.

12.3 Amendment

This Agreement may not be modified or amended, except by an agreement in writing signed by each of the Parties.

12.4 Entire Agreement

The Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. This Agreement (including the Schedules) together with the Separation and Distribution Agreement, the Master Partnered Product Agreement, the Commercial License Agreement constitute the entire agreement between the Parties related to the subject matter of the Agreement and supersede all prior agreements, discussions and understandings between the Parties related to its subject matter.

12.5 Priority of Agreements

If there is a conflict between any provision of this Agreement and the Separation and Distribution Agreement (or any other agreement referred to therein), the provisions of this Agreement will control. If there is a conflict between any provision of the Master Partnered Products Agreement or the Commercial License Agreement, on one hand, and this Agreement, on the other hand, the provisions of this Agreement will control except as specifically set forth otherwise in this Agreement.

12.6 Assignment

This Agreement shall not be assignable by Ultra, in whole or in part, directly or indirectly, without the prior written consent of Delta, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided, however, that Ultra may assign this Agreement (a) to an Affiliate controlled by Ultra, or (b) to a purchaser of all or substantially all of the properties and assets of Ultra, in each case so long as such assignee expressly assumes, in a written instrument in form reasonably satisfactory to Delta, the due and punctual performance or observance of every agreement and covenant of this Agreement to be performed or observed on the part of Ultra. Notwithstanding the foregoing, because of its personal nature to Delta, the Trademarks License may not be assigned to any Person without the prior written consent of Delta, which consent may be withheld by Delta for any reason in its sole discretion. For

the avoidance of doubt, this Agreement shall be assignable by Delta, in whole or in part, directly or indirectly, to any Person without restriction.

12.7 Successors and Assigns

The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

12.8 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective Affiliates and shall not be deemed to confer upon any Third Party any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement, except that any Ultra Indemnitees or Delta Indemnitees shall be intended third-party beneficiaries of Section 9.1(a) of this Agreement.

12.9 Notices

All notices, requests, claims, demands and other communications under this Agreement shall be made and delivered in conformity with Section 10.6 of the Separation and Distribution Agreement.

12.10 Rules of Construction

This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party. Moreover, drafts of the Agreement and Schedules shall not be taken into account in interpreting, or establishing the nature or limits of, a Party's rights and obligations hereunder. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Notwithstanding anything herein to the contrary, all rights granted herein and hereby shall be construed so as to permit or require only such action and/or use that is in compliance with Applicable Security Laws and Regulations. Notwithstanding the foregoing, the Parties shall comply with all applicable Export Control Laws and Regulations.

12.11 Title and Headings

Titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

12.12 No Waiver

A Party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.

12.13 Severability

If any provision of this Agreement is determined by any court or Governmental Entity to be unenforceable, the Parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

12.14 Governing Law; Jurisdiction

This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common Law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the Laws of any other jurisdiction. Subject to the provisions of Section 8 of the Separation and Distribution Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Section 8 of the Separation and Distribution Agreement or to prevent irreparable harm, and to the non-exclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in Section 10.6 of the Separation and Distribution Agreement shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this Section 12.14. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12.15 Dispute Resolution

The procedures set forth in Section 8 of the Separation and Distribution Agreement shall apply to the resolution of all disputes arising under this Agreement.

12.16 Specific Performance

From and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party to this Agreement that is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the Effective Date, the remedies at Law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss, that any defense in any action for specific performance that a remedy at Law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

12.17 Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

12.18 Noncontravention

Notwithstanding anything else herein, nothing in this Agreement shall require or have the effect of licensing or transferring any Intellectual Property Rights of an Applicable Licensor in violation or breach of any agreement with a Third Party in effect as of the date of this Agreement or which would restrict the ability of either Party to continue to commercialize under any subsisting contractual joint venture or teaming arrangement any offering in violation or breach thereof (provided, however, that this provision shall not eliminate the obligation of Ultra to obtain necessary rights under agreements with Delta with respect to commercialization or distribution of any Delta Legacy Products and Distributed Products). In the event of such conflict the Parties agree to consult and agree on how best to effectuate the commercial intent of the Parties which is the subject of the conflict in a manner that does not contravene any Third Party agreements or current commercialization arrangements, including, by way of seeking to obtain consents or modifications to existing contractual arrangements.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Vice President and Secretary

TRANSITION SERVICES AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC TECHNOLOGY COMPANY

and

PERSPECTA INC.

DOC ID - 26801911.2

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This **TRANSITION SERVICES AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018, by and between DXC Technology Company, a Nevada corporation (“**Delta**”) and Perspecta Inc., a Nevada corporation (“**Ultra**”). Delta and Ultra are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Separation and Distribution Agreement dated as of May 31, 2018, by and between Delta and Ultra (as such may be amended from time to time, the “**Separation and Distribution Agreement**”).

WHEREAS:

- (A) Delta, acting directly and through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) Delta and Ultra have entered into the Separation and Distribution Agreement in connection with the separation of the Ultra Business from Delta and the Distribution of Ultra Common Stock to stockholders of Delta; and
- (C) in connection therewith, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SERVICES PROVIDED** During the period commencing on the Distribution Date and ending on the applicable Termination Date (as defined in Section 11), Service Provider shall provide, or shall cause one or more of its Affiliates or a contractor, subcontractor, vendor or other third-party service provider (each, a “**Third Party Provider**”) to provide, upon the terms and subject to the conditions set forth herein, the services (the “**Services**”) described on Schedule A (Services Provided by Delta to Ultra) or Schedule B (Services Provided by Ultra to Delta) (collectively, the “**Services Schedules**,” which shall be prepared substantially in the form of Schedule D).
 - 1.1 With respect to each Service, the Party required to provide such Service is the “**Service Provider**” and the other Party is the “**Service Recipient**.” In performing the Services, Service Provider and each of its Affiliates shall provide, or ensure that any Third Party Provider shall provide, the Services consistent with the “**Performance Standards**,” which shall mean performance of the Services (i) in substantially the same manner and at substantially the same level of service (including, as applicable, with respect to type, frequency, quality, quantity, priority and timeliness) as compared with the six-month period prior to the Distribution Date, except as may be set forth in individual Service Schedules, and/or (ii) with substantially the same degree of skill and care, in each case, as provided and used by the Service Provider during the six-month period prior to the Distribution Date.
 - (a) Notwithstanding the foregoing, if external circumstances reasonably justify a material change in the nature or delivery of a Service (whether as a result of increased quantity or quality, changing frequency or regulatory requirements or otherwise), Service Recipient acknowledges and agrees that such Service may not be provided consistent with the Performance Standards and, in such a case, Service Provider and each of its Affiliates shall use commercially reasonable efforts to provide, or to ensure that any Third Party Provider shall provide, such Service in a timely and professional manner.
 - (b) Notwithstanding anything herein to the contrary, the Services are to be provided in a manner that treats Service Recipient (or its Subsidiaries or its or their personnel or business) substantially as favorably as Service Provider treats itself (or its Affiliates or its or their personnel or business) in connection with the provision of a Self-Service (as defined in Section 2.4), to the extent the Parties are similarly situated with respect to applicable requirements or restrictions.
 - 1.2 If Service Provider wishes to provide a Service by using a Third Party Provider and if such Services were not provided by such Third Party Provider to Service Recipient during the six-month period prior to the Distribution Date, Service Provider shall obtain the consent of Service Recipient (such consent shall not be unreasonably withheld, delayed or conditioned) prior to such Third Party Provider so providing such Service; provided further that in any case, Service Provider shall remain responsible for the performance by any Third Party Provider of its obligations hereunder.
 - 1.3 Increased Services.
 - (a) Service Recipient may request additional quantities or amounts (e.g., number of Service Recipient personnel, number of transactions per month) of Services beyond the quantities or amounts specified in the applicable Services Schedule (“**Increased Services**”) from Service Provider by providing written notice. Service Provider shall use commercially reasonable efforts to accommodate such request; it being understood, however, that Service Provider shall not be required to provide Increased Services if the Parties are unable to reach agreement on the terms thereof. Upon the mutual written agreement as to the nature, cost (including cost of additional equipment as stated in (b) below), duration and scope of such Increased Services, the Parties shall supplement in writing the Services Schedules hereto to include such Increased Services. Service Provider’s obligations with respect to providing any such Increased Services shall become effective only upon a new Services Schedule or an amendment to an existing Services Schedule being duly executed by the Parties.
 - (b) Unless otherwise agreed by the Parties, if an Increased Service requires Service Provider to purchase any machinery, equipment, apparatuses, computer hardware and other electronic data processing and communications equipment, tools, instruments, furniture, office equipment, automobiles, trucks, and other transportation equipment, special and general tools, test devices, molds, tooling, dies, prototypes and models and other tangible personal property (collectively, “**Equipment**”), Service Recipient shall bear the costs of such Equipment, which Service Provider will provide at cost. Upon the termination of the applicable Service, such Equipment shall be assigned and transferred to Service Recipient.
2. **PAYMENT** Except as otherwise provided on the applicable Services Schedule, for each Service, Service Recipient shall pay Service Provider an amount equal to the Service Costs (as defined below) for all Services being provided to Service Recipient.
 - 2.1 The “**Service Costs**” for each Service shall be the total of (a) the cost set forth on the applicable Services Schedule, which are intended to reflect the Historic Cost Allocation multiplied by the applicable Service markup for the period during which such Service is provided as set forth on the Service Schedules, and (b) all Service Expenses related to such Service. “**Historic Cost Allocation**” shall mean the allocation of costs associated with such Service reflected in the financial presentation of the Ultra Business set forth in the Ultra Financial Statements. “**Service Expenses**” shall mean, to the extent not already included in the Historic Cost Allocation for a Service, any of the following (but only to the extent allocable to the provision of the Services):
 - (a) any reasonable out-of-pocket expenses incurred by Service Provider with Third Party Providers in connection with the provision of Services, without markup or fee, including to the extent applicable to the Services, one-time set-up costs, license fees, costs to enter into or amounts paid third party agreements, costs to exit third party agreements, termination fees, and other costs incurred in connection with Third Party Providers providing Services in compliance with this Agreement (other than costs related to licenses and consents covered by Section 3.4);

- (b) the ongoing cost of licenses for software or other intellectual property (a “**Third Party License**”), without markup or fee (other than costs related to licenses and consents covered by Section 3.4);
- (c) any sales, transfer, goods, services, value added, gross receipts or similar taxes, fees, charges or assessments (including any such taxes that are required to be withheld) arising out of such Service and incurred by Service Provider; provided that the Parties agree to use commercially reasonable efforts to minimize any such taxes, fees or assessments and Service Recipient shall not be obligated to pay any income or franchise taxes imposed on the Service Provider; and
- (d) the cost of travel expenses that are reasonable and incurred in accordance with Service Provider’s normal travel policy and other reasonable miscellaneous out-of-pocket costs and expenses incurred by Service Provider.

2.2 Except as otherwise provided on the applicable Services Schedule or required by applicable Law, all amounts shall be invoiced and paid in U.S. Dollars. To the extent necessary, local currency conversion on any such invoice shall be based on Service Provider’s internal exchange rate for the then-current month, based upon the average for such month, as calculated consistently with how such local currency conversion was calculated in the twelve-month period prior to the Distribution Date.

2.3 With respect to any service that a Service Provider provides or causes an Affiliate to provide to itself or its Affiliates that is the same or substantially similar to a Service provided to Service Recipient or its Subsidiaries hereunder (such service, a “**Self-Service**”), Service Provider reserves the right to expand, modify, or upgrade the level of Services or the manner in which it provides the Services to conform to modifications in the manner in which Service Provider, or its Affiliates, generally provide a Self-Service, so long as (a) as such modifications would not result in Service Recipient generally being treated any less favorably than Service Provider or its Affiliates receiving a Self-Service, and (b) Service Provider notifies Service Recipient of such modification as promptly as practicable and no later than ninety (90) days prior to the date it intends to stop providing the Self-Service. To the extent such changes affect a Service: (i) Service Provider shall have no obligation to continue to supply such Service using its former technology, and (ii) Service Recipient shall have no obligation to continue to receive such Service, and shall have the right to terminate the affected Service upon the implementation of such changes, provided that Service Recipient notifies Service Provider in writing of its election to discontinue such Service within ten (10) days of Service Provider’s notification of such changes. To the extent Service Recipient wishes to continue to receive such Service, Service Recipient shall be obligated to modify its systems as necessary to conform to Service Provider’s upgraded technology.

2.4 Invoices and Payment.

- (a) Except as provided on the applicable Services Schedule, Service Provider shall invoice Service Recipient for the Service Costs owed hereunder on a monthly basis, included on a combined single invoice, and shall provide reasonable documentation supporting such Service Costs. Service Recipient shall pay the amount of such invoice by electronic transfer of immediately available funds not later than forty-five (45) days after the date of such invoice.
- (b) Neither Party nor any of its respective Affiliates shall have a right of set-off against the other Party or its Subsidiaries, except in connection with any amounts billed hereunder.
- (c) In the event Service Recipient does not pay Service Provider in accordance with the terms hereof (a) all amounts so payable and past due shall accrue interest from the forty-sixth (46st) day after the date of the invoice to the receipt of payment at a rate per annum equal to the six (6)-month LIBOR rate (as shown on the Reuters Screen LIBOR 01 Page (or on any successor or substitute of such page) at approximately 11:00 a.m. on the thirty-first (31st) day after the date of the invoice, or the next Business Day, if such day is not a Business Day) plus 3% (the “**Interest Rate**,” with the applicable rate to be recalculated every six (6) months), until such amounts, together with all accrued and unpaid interest thereon, are paid in full, and (b) Service Recipient shall pay, as additional fees, all reasonable out-of-pocket costs and expenses incurred by Service Provider in attempting to collect and collecting amounts so due, including all reasonable attorneys’ fees and expenses.
- (d) In the event that Service Recipient in good faith disputes an invoice submitted by Service Provider, Service Recipient may withhold payment of any amount subject to the dispute; provided that (a) Service Recipient shall continue to pay all undisputed amounts in accordance with the terms hereof, (b) Service Recipient shall notify Service Provider, in writing, of any disputed amounts and the reason for any dispute by the due date for payment of the invoice containing any disputed charges, and (c) in the event any dispute is resolved in Service Provider’s favor, any amount that Service Recipient should have paid shall be deemed to have accrued interest at the Interest Rate from the date such payment should have been made.
- (e) In the event of a dispute regarding the amount of any invoice, the Parties shall use commercially reasonable efforts to resolve such dispute within forty-five (45) days after Service Recipient provides written notification of such dispute to Service Provider. Each Party shall provide full supporting documentation concerning any disputed amount or invoice within thirty (30) days after written notification of the dispute. Unpaid fees that are under good faith dispute shall not be considered a basis for default hereunder. To the extent that a dispute regarding the amount of any invoice cannot be resolved pursuant to this Section 2.5(e), the dispute resolution procedures set forth in Section 9 herein shall apply.

3. **COOPERATION** Service Recipient and Service Provider shall cooperate and work together in good faith to develop a global transition plan in order to facilitate a smooth and orderly termination of a Service by its applicable Termination Date or at such earlier time as Service Recipient terminates Service Provider’s performance of the Services in accordance with Section 11.

- 3.1 In furtherance of the foregoing, Service Provider, if requested and at Service Recipient's expense, will provide Service Recipient with reasonable support necessary to transition or migrate the services to Service Recipient or any third party or parties chosen by Service Recipient, which may include, but not be limited to, consulting and training and providing reasonable access to data and other information and to Service Provider's and its Affiliates' employees; provided that such activities shall not unduly burden or interfere with Service Provider's business and operations.
- 3.2 It is understood that it will require significant efforts by the Parties to implement this Agreement and ensure performance hereunder. Service Recipient shall (i) cooperate with and provide Service Provider with such information and documentation as is reasonably necessary for Service Provider to perform the Services, and (ii) perform such other duties and tasks as may be reasonably required to permit Service Provider to perform the Services, including (A) cooperating in obtaining any consents or approvals from third parties necessary to facilitate Service Provider's ability to provide the Services and (B) conducting such testing as may be reasonably required by Service Provider in connection with any updates or changes to the applicable systems or processes involved in providing a Service; provided that Service Provider has given Service Recipient such prior written notice as set forth in the applicable Services Schedules or, if not contemplated therein, a reasonable time before conducting such testing, taking into account the type and scope of such testing. A Service Provider shall not be deemed to be in breach of its obligations to provide or make available any Service to the extent that Service Recipient has not provided information and access to appropriate personnel that is reasonably necessary for the performance of such Service.
- 3.3 Service Provider shall use commercially reasonable efforts to obtain, if required, any Third Party License or consent required by any Third Party Provider to provide the applicable Service to Service Recipient, and Service Recipient shall, as necessary, cooperate with Service Provider in obtaining any such Third Party License or consent. If such Third Party License or consent cannot be obtained on commercially reasonable terms, the Parties will use commercially reasonable efforts to arrange for an alternative method of obtaining any such Service on Service Recipient's behalf ("**Alternative Method**"), which may include Service Provider providing such Service itself. All costs and expenses related to obtaining such licenses and consents shall be paid by Delta.
- 3.4 The Parties shall use the fiscal quarter and year ends as set forth in the applicable Service Schedule in connection with the provision and receipt of applicable Services hereunder, for so long as such Services are being provided.
- 4. PERFORMANCE STANDARDS; REPORTS; PERSONNEL** Services shall be provided in accordance with the Performance Standards and applicable Law. To the extent any Law applicable to the performance of a Service is different than to that of a Self-Service, Service Provider shall use commercially reasonable efforts to perform such Service in accordance with the Performance Standards provided that to the extent material additional costs are required to comply with applicable Law as a result of such Service being provided to Service Recipient, such material additional costs shall be borne by Service Recipient and any failure by Service Provider to meet the Performance Standards shall not be a breach of this Agreement.
- 4.1 It will not be deemed to be a breach of this Agreement if Service Provider fails to meet the Performance Standards because of (i) the failure of Service Recipient to reasonably cooperate with or provide information, facilities, equipment, hardware or software, services or decisions to Service Provider as required hereunder, (ii) changes reasonably deemed to be required by changes in Law, technology or the availability of reasonably commercially available products and services, (iii) changes otherwise permitted hereunder, (iv) changes to the relevant systems, processes or personnel of Service Recipient, to the extent Service Provider's failure to meet the Performance Standards is the direct result of such changes, or (v) Force Majeure as further provided in Section 8.
- 4.2 Service Provider shall not make changes in the manner of providing a Service unless (i) Service Provider is making similar changes in a Self-Service being performed for itself or its Subsidiaries or such changes are *de minimis*, in each case so long as such changes do not prevent Service Provider from meeting the Performance Standards, (ii) such changes are required by Service Provider or Service Recipient pursuant to applicable Law, (iii) otherwise permitted hereunder, or (iv) Service Recipient provides its prior written consent (which shall not be unreasonably withheld, conditioned or delayed) to such changes (in each case, for the avoidance of doubt, with the costs of any such change to be included in the calculation of Service Costs).
- 4.3 Service Provider shall not be required to provide any Service that would constitute a breach of applicable Law, including any applicable U.S. and non-U.S. Laws and regulations relating to the protection of classified and critical unclassified information, export controls, sanctions, and imports, including those regulations maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Export Administration Regulations maintained by the U.S. Department of Commerce, Bureau of Industry and Security, the Foreign Corrupt Practices Act and the International Traffic in Arms Regulations maintained by the U.S. Department of State, Directorate of Defense Trade Controls.
- 4.4 Except as provided in the applicable Services Schedule for a Service, in providing, or causing to be provided, the Services, Service Provider shall only provide employees or agents of Service Recipient with access to systems or software to the extent that such employees or agents of Service Recipient or its Subsidiaries had authorized access immediately prior to the Distribution Date or, subject to Service Provider's discretion, are replacement employees or agents of Service Recipient or its Subsidiaries, subject to the terms and conditions of Sections 6.4 and 6.5.
- 4.5 Unless otherwise set forth in the applicable Services Schedule and except as may be otherwise required (or prohibited) by applicable Law, in performing the Services, Service Provider shall, if requested to do so in writing by Service Recipient, prepare and furnish to Service Recipient reports concerning the Services, which reports shall contain substantially the same data, in substantially the same

format, and prepared and delivered on substantially the same timetable, as reports prepared by Service Provider with respect to such Services during the six (6)-month period prior to the Distribution Date (excluding any reports solely prepared in contemplation of the Distribution). Upon Service Recipient's written request for modifications to the reporting and data transfer practices reasonably required to assist Service Recipient in transitioning off the Service, Service Provider shall cooperate and consult in good faith with Service Recipient to discuss such modifications and determine if applicable changes are commercially reasonable; provided that if Service Provider reasonably determines in its sole discretion that any such modification may cause Service Provider to incur additional costs or be in breach of its other obligations to Service Recipient, then Service Provider shall not be under any obligation to make such modifications.

- 4.6 Service Provider shall make available such personnel as may be required to provide the Services, including any specific personnel designated on the applicable Services Schedule. Except as otherwise provided in the applicable Services Schedule, Service Provider shall have the right to designate which personnel it will assign to perform the Services. Service Provider also shall have the right to remove and replace any such personnel at any time or designate any of its Affiliates or a Third Party Provider (subject to Section 1.3 herein) at any time to perform the Transition Services; provided that Service Provider shall use its commercially reasonable efforts consistent with past practice to limit the disruption to Service Recipient in the transition of the Services to different personnel; provided further that if a Services Schedule designates a certain person as a "key personnel", if such person is no longer in the employ of the Service Provider or its Affiliates or is otherwise not available to perform the Services, then the portion of such Service performed by such person may be terminated by Service Recipient upon fifteen (15) days' prior written notice to Service Provider, even if prior to the end of the Minimum Service Period. Except as set forth in the Services Schedules, Service Provider shall have no obligation to retain any individual employee for the sole purpose of providing a particular Service. In the event Service Recipient requires that a Service be provided or facilitated by personnel who are U.S. citizens or lawful permanent resident aliens pursuant to applicable Law, Service Provider shall use commercially reasonable efforts to accommodate the request at no additional charge.
- 4.7 During the term of this Agreement and for a period of one (1) year thereafter, Service Recipient will not solicit, encourage, induce or attempt to induce or assist others to solicit, encourage, induce or attempt to induce any employees, consultants or independent contractors of Service Provider involved in providing the Services to terminate their employment or other engagement with Service Provider. Notwithstanding the foregoing, solicitation by Service Recipient through general advertising and hiring as a result of such general advertising shall not be deemed to be in violation of this Section 4.8. Subject to the foregoing, in the event Service Recipient or any of its Affiliates hires an employee of Service Provider or its Affiliates, and such employee was material to providing Services to Service Recipient, Service Provider shall have the option, in its sole discretion (in addition to any other remedies available to it under the Separation and Distribution Agreement or otherwise), upon ten (10) Business Days' written notice to Service Recipient to suspend its obligations with respect to the Services performed by the hired employee (with a reduction in the applicable Service Costs associated with the hired employee) effective on the date of such employee's termination of employment with Service Provider. Any provision of Service following a reduction in Service Provider's obligations pursuant to this Section shall be deemed to be consistent with Service Provider's obligations under this Agreement, so long as Service Provider satisfies the Performance Standards and the obligations contained in this Section 4 with respect to such Service.
- 4.8 Each Party agrees that it shall be responsible for compliance by its personnel (including any Third Party Provider) performing or otherwise involved with Services with all of the terms and conditions of this Agreement.
- 4.9 Each Party shall notify the other Party in writing as promptly as practicable after becoming aware of any default or breach of this Agreement committed by either it or the other Party. Service Provider shall notify Service Recipient of any event that may reasonably be expected to materially impact a Service provided hereunder.
- 4.10 In the event Service Provider has received a written notice of default or breach in the performance of a Service hereunder (including as a result of material error(s) in the performance of such Service), it will use its commercially reasonable efforts to cure such default or breach. In the event Service Provider is unable to cure such breach or default within thirty (30) days from receipt of notice thereof, in addition to the rights available under Section 11, there shall be an adjustment to Service Costs to reflect the costs to Service Recipient associated with such default, breach or error, including any incremental reasonable out-of-pocket costs and expenses incurred by Service Recipient in retaining any Third Party Provider to provide such Service or in providing such Service itself during the minimum period required to be provided by Service Provider.
5. **NEW SERVICES** If, after the date hereof and on or prior to the ninetieth (90th) day following the Distribution Date, the Parties mutually determine that a service required by Service Recipient and provided by Service Provider or one of its Subsidiaries prior to the Distribution Date was omitted from the Services Schedules, Service Recipient may request that Service Provider perform such service ("**New Service**") in addition to the Services being provided hereunder. Service Provider shall promptly begin performing any New Service consistent with past practice upon a timely written request from Service Recipient (which request may be in the form of email) that includes (a) a description of the New Service, and (b) a schedule for commencing and completing such New Service. Thereafter, Service Provider and Service Recipient shall enter into good faith negotiations to agree to an amendment to the Services Schedules providing for such New Service; provided that if no agreement for an Additional Service Schedule Amendment has been reached in writing in thirty (30) days, such New Service shall be deemed to have a Termination Date of one year from the Distribution Date, with Service Costs as provided for in Section 2.1, calculated as if the amendment to the Services Schedule for such New Service were silent regarding costs and expenses (such amendment or deemed amendment pursuant to the foregoing proviso, an "**Additional Service Schedule Amendment**"). Any New Service shall be considered a Service hereunder and the Services Schedules shall incorporate, and be deemed to be duly amended by, such Additional Service Schedule Amendment.

- 6. INTELLECTUAL PROPERTY; IT SECURITY** Service Recipient agrees to comply with, and to cause its Subsidiaries to comply with, the terms of any license or other agreement of Service Provider or any of its Affiliates relating to software or other Intellectual Property that is provided to Service Recipient and is used in connection with the provision of any Services hereunder. In the event that Service Recipient provides written notice of its inability to comply therewith, Service Provider may in its sole discretion suspend its provision of any Services under such licenses or other agreements effective after thirty (30) days' notice of the same. While such Service is suspended, Service Provider shall use commercially reasonable efforts to identify alternative software or Intellectual Property with accompanying licenses or other agreements acceptable to Service Recipient. Upon entering into new software licenses or other agreements, Service Provider shall resume or commence providing Service. Service Recipient shall indemnify Service Provider for any claims by third parties arising out of or in connection with Service Recipient's noncompliance with or violation of licenses or other agreements relating to software or Intellectual Property that is provided to Service Recipient and is used in connection with the provision of any Services hereunder; provided that Service Recipient will not be obligated to indemnify Service Provider for any claims related to periods after the date that Service Provider receives such notice. Subject to the foregoing, the Parties shall cooperate to identify any material licenses or consents necessary for such provision and shall use commercially reasonable efforts to minimize the costs associated therewith.
- 6.1 If the receipt or provision of any Service hereunder requires the use by a Party of the Intellectual Property (other than Trademarks) of the other Party, then such Party and its Affiliates shall have the non-exclusive, royalty-free, non-sublicensable (except as required for its and its Affiliates' receipt or provision of Services) right and license to use such Intellectual Property for the sole purpose of, and only to the extent necessary for, the receipt or provision of such Services hereunder, pursuant to the terms and conditions of this Agreement. This license does not permit a Party to access, possess, or modify the source code of the other Party or to reverse engineer the software of the other Party. Upon the Termination Date applicable to such Service, or the earlier termination of any Services in accordance with Section 11, the license herein to the applicable Intellectual Property will terminate; and the applicable Service Recipient and/or Service Provider shall cease all use of the Intellectual Property licensed hereunder. Nothing in this Section 6.2 shall be deemed to limit, modify or terminate any License Agreement between the Parties.
- 6.2 Subject to the limited licenses granted in Section 6.2, and unless the Parties expressly agree otherwise in the Services Schedules or in a separate written agreement executed by authorized personnel of each Party, each Party shall exclusively own any Intellectual Property that it creates, develops or invents in connection with the provision of any Services hereunder.
- 6.3 While using or accessing any computers, systems, software, networks, information technology or related infrastructure or equipment (including any data stored thereon or transmitted thereby) ("**Systems**") of the other Party (whether or not a Service), each Party shall and shall cause each of its Affiliates to comply with all applicable Laws and adhere in all respects to the other Party's controlled processes, policies and procedures (including any of the foregoing with respect to Confidential Information, data, communications and system privacy, operation, security and proper use) as in effect on the Distribution Date or as communicated to such Party from time to time in writing.
- 6.4 Those employees of Service Recipient and Service Provider (or their respective Affiliates) having access to the other Party's Systems may be required by Service Provider or Service Recipient, as the case may be, to enter into a customary non-disclosure or similar agreement in connection with, and as a condition to, such access.
- 7. RECORDS AND AUDIT** Service Provider shall provide to Service Recipient, upon Service Recipient's request, taking into consideration the financial reporting, internal controls and other public company requirements of the Parties, all information and records reasonably required to maintain full and accurate books relating to the provision of Services to the extent any such information and/or records were provided or maintained during the twelve (12)-month period prior to the Distribution Date. Upon reasonable notice and reasonable request from the Service Recipient, and at the Service Recipient's cost, Service Provider shall (a) make available for inspection and copying by Service Recipient's agents or representatives such information, books and records reasonably relating to the Services during reasonable business hours and (b) certify that the controls in effect prior to the Distribution Date continue to be in effect, or if Service Provider is aware of any instances where such controls are not so in effect, in lieu of certification for such instances, provide a list of such instances and descriptions of the change in such controls thereof. Each Party shall keep and preserve all such aforementioned records for a period of at least eight (8) years from and after the end of the relevant Services term.
- 8. FORCE MAJEURE; REDUCTION OF SERVICES** No Party (or any Person acting on its behalf) 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 claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) notify the other Party of the nature and extent of any such Force Majeure condition and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as feasible. Service Recipient shall be entitled to terminate Services so affected by a Force Majeure that continues for a period of thirty (30) days or more upon five (5) days' prior written notice in respect of any such delay or failure resulting from any such Force Majeure, without any penalty or obligation to pay for Services not performed; provided that Service Provider is in compliance with its obligations under clauses (a) and (b) above.
- 9. TSA LEADERS; DISPUTE RESOLUTION** Each Party shall nominate in writing one representative to act as the primary contact with respect to the provision and receipt of Services (a "**TSA Leader**"), with the initial TSA Leaders as listed on Schedule C. Each Party may, at its discretion, from time to time select another individual to serve in these capacities during the term of this Agreement; provided that each Party shall notify the other Party promptly (and in any event within five (5) Business Days) of any change in an

individual serving in this capacity, setting forth the name and contact information of the replacement, and stating that such replacement is authorized to act for such Party in accordance with this Section 9.1.

- 9.1 The TSA Leaders shall meet as expeditiously as possible to resolve any dispute hereunder, and notwithstanding anything in Section 9 (*Dispute Resolution*) of the Separation and Distribution Agreement to the contrary, in the event any dispute is not so resolved within thirty (30) days, a TSA Leader may provide written notice of such dispute to the General Counsel of each Party (or such other executive as designated by the General Counsel of such Party), who shall attempt within a period of fifteen (15) days following the end of such previous thirty (30)-day period to conclusively resolve any such issue, and in the event the dispute remains unresolved following such fifteen (15)-day period, the dispute may be submitted to mediation in accordance with Section 9.2 (*Mediation*) of the Separation and Distribution Agreement, and if any dispute remains unresolved after the Mediation Period, such dispute shall be determined, at the request of either Party, by arbitration in accordance with Section 9.3 (*Arbitration*) of the Separation and Distribution Agreement and the other applicable provisions of Section 9 (*Dispute Resolution*) of the Separation and Distribution Agreement. Nothing in this Section 9 or any provision of the Separation and Distribution Agreement shall be construed to prevent a Party from applying to any court of competent jurisdiction for interim measures or other provisional relief in connection with the subject matter of any disputes.
- 9.2 In the event of any dispute between the Parties regarding a Service, prior to the applicable Termination Date, Service Provider shall not discontinue the supply of any such Service, unless (i) so provided for in a settlement agreement between the Parties or arbitral determination pursuant to and in accordance with Section 9.2 herein and Section 9 of the Separation and Distribution Agreement, (ii) Service Recipient has failed to pay to Service Provider undisputed amounts for a Service in accordance with the terms hereof, in which case Service Provider may terminate such Service as provided in accordance with Section 11.4, or (iii) as requested by Service Recipient pursuant to a Termination Notice.
- 10. DISCLAIMER; INDEMNIFICATION; LIMITED LIABILITY** Service Recipient acknowledges that the Services being provided pursuant to this Agreement are provided as an accommodation to Service Recipient. Other than in the event of Service Provider's gross negligence or willful misconduct or a violation of applicable Law, Service Provider will not be liable for any error or omission in rendering Services under this Agreement, or for any defect in Services so rendered; provided that if there is a material error in, or failure to provide, any of the Services, Service Provider shall use commercially reasonable efforts to attempt to correct the error and/or provide the Service, or if Service Provider is unable to so correct such error and/or provide the Service, to provide an adjustment to the Service Costs for such Service in reasonable proportion to that which the error and/or failure bears to the Service provided for such month, which adjustment shall include any reasonable out-of-pocket costs and expenses incurred by Service Recipient in retaining a Third Party Provider to provide such Service or in providing such Service itself.
- 10.1 Service Provider shall indemnify Service Recipient and its Affiliates and its and their respective officers, directors, employees, partners, managers or persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the "**Service Recipient Indemnitees**") in respect of, and hold such Service Recipient Indemnitees harmless from and against, any and all Losses incurred or suffered by Service Recipient Indemnitees in connection with the receipt of the Services to the extent that such Losses result from the gross negligence or willful misconduct of, Service Provider, any of its Affiliates or any of its or their respective officers, directors or employees. Service Recipient shall indemnify Service Provider and its Affiliates and its and their respective officers, directors, employees, partners, managers or persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the "**Service Provider Indemnitees**") in respect of, and hold Service Provider Indemnitees harmless from and against, any and all Losses incurred or suffered by Service Provider Indemnitees in connection with the provision of the Services to the extent that such Losses result from the gross negligence or willful misconduct of, Service Recipient, any of its Affiliates or any of its or their respective officers, directors or employees.
- 10.2 Service Provider shall have no responsibility to maintain insurance to cover any loss or damage to goods or equipment to which Service Recipient has title that are in the possession or control of Service Provider, its Affiliates or a Third Party Provider as a result of this Agreement and the risk of loss with respect to such goods or equipment shall be solely with Service Recipient. Service Recipient shall obtain from its insurance company a waiver of subrogation on behalf of Service Provider and its Subsidiaries effective as of Distribution Date. Service Recipient shall have no responsibility to maintain insurance to cover any loss or damage to goods or equipment to which Service Provider has title that are in the possession or control of Service Recipient or its Subsidiaries as a result of this Agreement and the risk of loss with respect to such goods or equipment shall be solely with Service Provider. Service Provider shall obtain from its insurance company a waiver of subrogation on behalf of Service Recipient and its Subsidiaries effective as of the Distribution Date.
- 10.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION) ARE MADE BY SERVICE PROVIDER OR ANY OF ITS AFFILIATES WITH RESPECT TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH REPRESENTATIONS OR WARRANTIES NOT SET FORTH IN THIS AGREEMENT ARE HEREBY WAIVED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES, INCLUDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, SHALL SERVICE PROVIDER BE LIABLE FOR, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, REMITTANCES, COLLECTIONS, INVOICES, PENALTIES, INTEREST OR FOR INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED BY THE PERFORMANCE OF, ANY DELAY IN THE PERFORMING, FAILURE TO PERFORM OR DEFECTS IN THE PERFORMANCE OF, THE SERVICES CONTEMPLATED TO BE PERFORMED BY SERVICE PROVIDER PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11. TERM OF AGREEMENT AND SERVICE TERMINATION DATE** This Agreement (other than Sections 2 (until all Service Charges are paid in full by Service Recipient), 6.3, 7 (for eight (8) years) 9, 10, 11.1, 13, 19, 20, and 24) shall terminate upon the last of the Termination Dates in respect of all Services to be provided hereunder; provided that the rights of the Parties in respect of any claims that have accrued prior to such termination shall survive such termination.
- 11.1 For each Service, the “**Termination Date**” shall be the date specified for a Service on the applicable Services Schedule (unless such Service may be extended per the terms of the applicable Services Schedule to the extent that such Services Schedule allows for an extension of such Termination Date); provided that the Parties may mutually agree to extend any Service for a reasonable period and such Service may be terminated earlier as provided in this Agreement or in the applicable Services Schedule.
- 11.2 For each Service, the minimum service period (“**Minimum Service Period**”), if any, during which Service Recipient is obligated to receive such Service is set forth in each Service Schedule.
- (a) Service Recipient may terminate any Service on or after its Minimum Service Period and prior to its Termination Date by providing to Service Provider written notice of termination, which shall be deemed irrevocable upon delivery (a “**Termination Notice**”), by the date as set forth in the applicable Services Schedule, or if no such date is specified, not less than thirty (30) days before the date of such earlier termination or as otherwise may be mutually agreed to by the Parties; provided that if the Services Schedule indicates that any Service is dependent on one or more other Services, then each such Service must be terminated together; provided further that any termination may be on a location by location basis if so indicated on the Services Schedules. If no Minimum Service Period is provided in a particular Services Schedule, such Service may be terminated by Service Recipient at any time before its Termination Date as may be mutually agreed by the Parties. Notwithstanding anything herein to the contrary, unless the Parties otherwise agree, each Minimum Service Period shall be sixty (60) days.
- (b) Upon the receipt of a Termination Notice, if Service Provider is unable to transition the applicable Service to the Service Recipient or its designee in a commercially reasonable manner that does not unduly disrupt the Service on the requested termination date, Service Provider shall use commercially reasonable efforts consistent with past practice to transition such Service as soon as possible, and any resulting third party, out-of-pocket costs to Service Recipient shall be shared equally between Service Provider and Service Recipient.
- 11.3 In the event either Party breaches or defaults in the performance of a Service, and if such breach or default is not cured within thirty (30) days after written notice from the other Party specifying such breach or default as provided in Sections 4.10 and 10.1, then the Service Recipient may at any time thereafter terminate, at its option, any such Service that is the subject of such default by giving five (5) days’ prior written notice to Service Provider.
- 12. INDEPENDENT CONTRACTOR** The Parties hereto understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever. The Parties expressly acknowledge (a) that Service Provider is an independent contractor with respect to Service Recipient in all respects, including the provision of the Services, and (b) that the Parties are not partners, joint venturers, employees or agents of or with each other.
- 13. CONFIDENTIALITY** Any Confidential Information of either Party shall be subject to Section 8.5 of the Separation and Distribution Agreement; provided that a Party’s Confidential Information may be used in connection with the provision and receipt of the Services and Confidential Information may be provided to Third Party Providers to the extent required to perform any such Service; provided that such Third Party Provider is subject to appropriate and customary confidentiality obligations. In connection with any permitted disclosure of this Agreement to any third party, each Party shall redact the portions of the Services Schedules that are not relevant to such third party’s inquiry.
- 13.1 It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Section 13 and that each Party shall be entitled to seek equitable relief, including injunction and specific performance, as remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach, but shall be in addition to all other remedies herein described available at Law or equity.
- 14. BENEFICIARY OF SERVICES; NO THIRD PARTY BENEFICIARIES** This Agreement is for the sole benefit of the Parties hereto, and nothing expressed or implied shall give or be construed to give any person any legal or equitable rights hereunder, whether as a third-party beneficiary or otherwise, except that any Service Recipient Indemnitees or Service Provider Indemnitees shall be intended third-party beneficiaries of Section 10.2. Each Party agrees, and each Party in its capacity as a Service Recipient represents and warrants, that the Services shall be provided solely to, and shall be used solely by, Service Recipient and its Subsidiaries. Service Recipient shall not resell or provide the Services to any other Person, or permit the use of the Services by any Person other than Service Recipient and its Subsidiaries.

15. **ENTIRE AGREEMENT**This Agreement, together with the Separation and Distribution Agreement and the other Ancillary Agreements, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation and Distribution Agreement or any other Ancillary Agreement, the Parties agree that this Agreement shall govern. The Parties agree that, in the event of an express conflict between the terms of this Agreement and a Services Schedule, the terms of the Services Schedule shall govern.
16. **AMENDMENT; WAIVER**This Agreement and the Services Schedules may be amended, and any provision of this Agreement may be waived, if but only if such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is effective. No failure or delay by either Party in exercising any right, power or privilege under this Agreement 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.
17. **NOTICES**All notices, requests and other communications to any Party hereunder shall be in writing (including telecopy or similar writing) and shall be given as follows:
- (a) if to Delta or to any of its Affiliates:
- DXC Technology Company
1775 Tysons Boulevard
Tysons, VA 22102
Attn : General Counsel
- (b) if to Ultra or to any of its Affiliates:
- Perspecta Inc.
13600 EDS Drive
Herndon, Virginia 20171
Attn : General Counsel
- or to such other address or fax number and with such other copies, as such Party may hereafter specify for the purpose of notice to the other Parties. Each such notice, request or other communication shall be effective (a) if given by fax, when such fax is transmitted to the fax number specified in this Section 17 and evidence of receipt is received or (b) if given by any other means, upon delivery or refusal of delivery at the address specified in this Section 17.
18. **NON-ASSIGNABILITY**Neither this Agreement nor any of the rights, interests or obligations of either Party hereunder may be assigned or transferred (whether directly or indirectly) by any such Party in whole or in part without the prior written consent of the other Party (not to be unreasonably withheld, delayed or conditioned), and any purported assignment without such prior written consent shall be null and void; provided that a Party may assign or transfer all its rights hereunder without such consent to an acquirer in connection with a sale of all or substantially all of its assets or other similar change in control of such Party.
19. **FURTHER ASSURANCES**From time to time after the date hereof, without further consideration, each Party shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably proper or advisable under applicable Law, and execute and deliver such documents as may be required or appropriate to carry out the provisions of this Agreement and to consummate, perform and make effective the transition contemplated hereby.
20. **DEFINITIONS AND RULES OF CONSTRUCTION**Defined terms used in this Agreement have the meanings ascribed to them by definition in this Agreement or in the Separation and Distribution Agreement.
- 20.1 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.
- 20.2 Whenever the words “include”, “including”, or “includes” appear in this Agreement, they shall be read to be followed by the words “without limitation” or words having similar import.
- 20.3 As used in this Agreement, the plural shall include the singular and the singular shall include the plural.
21. **COUNTERPARTS; EFFECTIVENESS**This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 21; provided that receipt of copies of such counterparts is confirmed. This Agreement shall become effective when each Party has received a counterpart hereof signed by the other Party hereto.
22. **SECTION HEADINGS**The section headings contained in this Agreement are for reference purposes only and shall not affect the

meaning or interpretation of this Agreement.

23. **SEVERABILITY** If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect, and the Parties shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the Parties as expressed by such illegal, void, or unenforceable provision.
24. **GOVERNING LAW; JURISDICTION** This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common Law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the Laws of any other jurisdiction. Subject to the provisions of Section 9 of the Separation and Distribution Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Section 9 of the Separation and Distribution Agreement or to prevent irreparable harm, and to the non-exclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in Section 11.6 of the Separation and Distribution Agreement shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this Section 24. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Vice President and Secretary

[Signature to Transition Services Agreement]

**REAL ESTATE MATTERS AGREEMENT
DATED AS OF MAY 31, 2018
by and between**

DXC TECHNOLOGY COMPANY

and

PERSPECTA, INC.

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This **REAL ESTATE MATTERS AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018 by and between DXC Technology Company, a Nevada corporation (“**Delta**”) and Perspecta, Inc., a Nevada corporation (“**Ultra**”). Ultra and Delta are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS:

- (A) Delta, acting directly and through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) Delta and Ultra have entered into the Separation and Distribution Agreement by and between Delta and Ultra dated as of the date hereof (the “**Separation and Distribution Agreement**”), in connection with the separation of the Ultra Business from Delta and the Distribution of Ultra Common Stock to stockholders of Delta;
- (C) in connection therewith, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General

Capitalized terms used in this Agreement and not defined herein shall have the meanings that such terms have in the Separation and Distribution Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Action**” shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

2 “**Actual Closing**” shall mean, with respect to each Leased Real Property, the consummation of the assignment or transfer of the rights, title and interest of Ultra or its applicable Subsidiary in and to the Lease of such Leased Real Property to Delta or one of its Subsidiaries, including delivery of a Lease Consent to the extent the Leased Real Property is subject to a Lease Requiring Consent.

3 “**Agreement**” shall mean this Real Estate Matters Agreement, together with all amendments, modifications, and changes hereto entered into pursuant to Section 6.2.

4 “**Ancillary Agreements**” shall have the meaning set forth in the Separation and Distribution Agreement.

5 “**Business Day**” shall have the meaning set forth in the Separation and Distribution Agreement.

6 “**Contracts**” shall have the meaning set forth in the Separation and Distribution Agreement.

7 “**Delta**” shall have the meaning set forth in the preamble to this Agreement.

8 “**Distribution**” shall have the meaning set forth in the Separation and Distribution Agreement.

- 9 “**Distribution Date**” shall have the meaning set forth in the Separation and Distribution Agreement.
- 10 “**Guaranteed Leases**” shall mean any Leases as to which Ultra or any member of the Ultra Group has not received a Release and as to which Obligations remain at the time any determination with respect thereto is made.
- 11 “**Guaranteed Properties**” shall mean any Leased Real Properties leased, subleased, used or occupied under any Guaranteed Leases.
- 12 “**Guaranteed Rent**” shall mean the aggregate annual rent, additional rent and other charges, fees, costs and expenses that Ultra or any of its Subsidiaries is required to pay to the Landlords under the Guaranteed Leases from time to time through the remaining terms of the Guaranteed Leases, regardless of such Person’s volume of business and taking into account any expected escalations in rent, operating expenses and other charges in accordance with the terms of the Leases.
- 13 “**Landlord**” shall mean (i) the holder of the landlord’s rights, title and interests in and to any Lease from time to time, (ii) with respect to the Lease Consents, any other Person from which any consent or waiver is required to assign any Lease or sublease any Leased Real Property to Delta or its applicable Subsidiary on the terms and conditions of this Agreement, and (iii) with respect to the release of all Liabilities of Ultra or any of its Subsidiaries under any Lease, any other Person having the right to enforce any such Liabilities.
- 14 “**Lease**” shall mean, with respect to each Leased Real Property, any lease, sublease or other agreement under which Ultra or its applicable Subsidiary (including, for the avoidance of doubt, through any division of Ultra or any such Subsidiary) holds a leasehold or subleasehold interest in such Leased Real Property or has the right to use or occupy such Leased Real Property, together with any amendments or extensions of such leases, subleases or agreements, any guaranty of such lease, sublease or agreement by any member of the Ultra Group, and any other agreements affecting such leases, subleases or agreements, such leasehold or subleasehold interest or the use and occupancy of such Leased Real Property.
- 15 “**Lease Consents**” shall mean all consents under, or amendments or waivers of any provision of, any Leases required (i) to assign the Lease or sublease the applicable Leased Real Property to Delta or its applicable Subsidiary on the terms and conditions of this Agreement and (ii) in order to prevent a breach or default thereunder, in connection with the consummation of the Distribution.
- 16 “**Lease Requiring Consent**” shall mean any Lease (i) which prohibits the assignment of such Lease, or the sublease of the applicable Leased Real Property, to Delta or its applicable Subsidiary or (ii) under which the consent of any Landlord is required for assignment of such Lease, or the sublease of the applicable Leased Real Property, to Delta or such Subsidiary, on the terms and conditions of this Agreement or, in order to prevent a breach or default thereunder, in connection with the consummation of the Distribution.
- 17 “**Lease Requiring Notice**” shall mean any Lease under which notice to any Landlord is required for assignment of such Lease, or the sublease of the applicable Leased Real Property, to Delta or its applicable Subsidiary, on the terms and conditions of this Agreement or, in order to prevent a breach or default thereunder, in connection with the consummation of the Distribution.
- 18 “**Leased Real Properties**” shall mean those real properties, including without limitation any land, buildings, fixtures and other improvements constituting real property, leased, subleased or otherwise used and occupied by Ultra or one of its Subsidiaries and identified in Schedule 2.2, together with (i) all easements, rights-of-way, restrictions, reservations and other rights and interests appurtenant to such real properties

- and (ii) all of Ultra's or such Subsidiary's rights, interests and obligations under any subleases, sub-subleases, licenses or other agreements regarding the use or occupancy of all or any portion of any such real property.
- 19 **"Letter of Credit"** shall mean an irrevocable standby letter of credit in the Required Amount issued by a Qualified Bank for the benefit of Ultra on terms and conditions satisfactory to Ultra.
- 20 **"Letter of Credit Term"** shall have the meaning set forth in Section 5.1(b) of this Agreement.
- 21 **"Liabilities"** shall have the meaning set forth in the Separation and Distribution Agreement.
- 22 **"Loss"** or **"Losses"** shall have the meaning set forth in the Separation and Distribution Agreement.
- 23 **"Separation and Distribution Agreement"** shall have the meaning set forth in the recitals to this Agreement.
- 24 **"Obligations"** shall mean all Liabilities of Ultra or a member of the Ultra Group as lessee, sublessee, assignor, sublessor, guarantor or otherwise under or relating to any Lease, including, without limitation, any guarantee, surety, letter of credit, security deposit or other security which Ultra or its Subsidiaries have provided or will provide to a Landlord with respect to any Lease, to the extent such Liabilities have not expired, terminated or been fully and unconditionally released.
- 25 **"Obtaining Party"** shall have the meaning set forth in Section 2.6(b) of this Agreement.
- 26 **"Owned Real Properties"** shall mean (i) that real property, including without limitation all land and any buildings, fixtures and other improvements on such land, owned by Ultra or one of its Subsidiaries and identified in Schedule 2.1 together with (A) all easements, rights-of-way, restrictions, reservations and other rights and interests appurtenant to such real properties and (B) such owners' rights, interests and obligations under any leases, subleases, licenses or other agreements regarding the use or occupancy of all or any portion of any such real property.
- 27 **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.
- 28 **"Person"** shall have the meaning set forth in the Separation and Distribution Agreement.
- 29 **"Properties"** shall mean the Owned Real Properties and the Leased Real Properties.
- 30 **"Proposed Transfer"** shall have the meaning set forth in Section 5.4.
- 31 **"Proposed Transferee"** shall have the meaning set forth in Section 5.4.
- 32 **"Qualified Bank"** shall be a financial institution with a minimum rating of A by Standard & Poor's or a minimum rating of A2 by Moody's Investors Services.
- 33 **"Related Property"** shall have the meaning set forth in Section 4.2(a) of this Agreement.
- 34 **"Release"** shall mean, with respect to each Lease, the unconditional release of all Liabilities of Ultra or any member of the Ultra Group under such Lease, including, without limitation, the termination and return of any guarantee, surety, letter of credit, security deposit or other security which Ultra or any of its Subsidiaries has provided to any Landlord with respect to such Lease.

35 “**Remaining Ultra Leased Real Property**” shall mean those real properties, including without limitation any land, buildings, fixtures and other improvements constituting real property, leased, subleased or otherwise used and occupied by Ultra or one of its Subsidiaries and identified in Schedule 2.3, together with (i) all easements, rights-of-way, restrictions, reservations and other rights and interests appurtenant to such real properties and (ii) all of Ultra’s or such Subsidiary’s rights, interests and obligations under any subleases, sub-subleases, licenses or other agreements regarding the use or occupancy of all or any portion of any such real property.

36 “**Required Amount**” shall mean one hundred percent (100%) of the Guaranteed Rent.

37 “**Subsidiary**” shall have the meaning set forth in the Separation and Distribution Agreement.

38 “**Surviving Person**” shall have the meaning set forth in Section 5.1(a).

39 “**Transaction**” shall have the meaning set forth in Section 5.1(a).

40 “**Transfer**” shall mean transfer, contribute, distribute, assign, and/or convey (and deliver, as applicable), or cause to be transferred, contributed, distributed, assigned, and/or conveyed (and delivered, as applicable).

41 “**Ultra**” shall have the meaning set forth in the preamble to this Agreement.

42 “**Ultra Business**” shall have the meaning set forth in the Separation and Distribution Agreement.

43 “**Ultra Group**” shall have the meaning set forth in the Separation and Distribution Agreement.

44 “**Ultra Indemnitees**” shall have the meaning set forth in the Separation and Distribution Agreement.

45 “**Virginia Courts**” shall have the meaning set forth in Section 6.6.

1.2 References; Interpretation

References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Sections, Exhibits and Schedules shall be deemed references to Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement. The words “written request” when used in this Agreement shall include email. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

2. OWNED AND LEASED REAL PROPERTIES

2.1 Owned Real Properties

Ultra shall convey or otherwise Transfer to Delta or its designated Subsidiary, or cause its applicable Subsidiary to convey or otherwise Transfer to Delta or its designated Subsidiary, and Delta shall accept,

or cause its applicable Subsidiary to accept, all of Ultra's or its Subsidiary's rights, title and interests in and to the Owned Real Properties, subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation and Distribution Agreement and the other Ancillary Agreements. The Parties shall use commercially reasonable efforts to effect such conveyance or Transfer on or prior to the Distribution Date or as soon as practicable thereafter. The Parties shall reasonably cooperate in structuring the Transfers in the most tax efficient manner.

2.2 Leased Real Properties

Ultra shall assign or otherwise Transfer to Delta or its designated Subsidiary, or cause its applicable Subsidiary to assign or otherwise Transfer to Delta or its designated Subsidiary, and Delta shall accept and assume, or cause its designated Subsidiary to accept and assume, all of Ultra's or its Subsidiary's rights, title, interests in and to, and Obligations under, the Leases (including thereunder, any right, title and interest in and to any security deposits and related interest posted in accordance with such Leases), subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation and Distribution Agreement and the other Ancillary Agreements. The Parties shall use commercially reasonable efforts to effect such Transfer on or prior to the Distribution Date or as soon as practicable thereafter.

2.3 Lease Consents Ultra has provided or plans to provide prior to the Distribution Date any notice required to be delivered under each Lease Requiring Notice substantially in the form of Exhibit 2 attached hereto and has requested the Lease Consents by written notice substantially in the form of Exhibit 3 attached hereto to the Landlord with respect to each Lease Requiring Consent. Each such written notice for Lease Consents requests consent with respect to the assignment of the Lease by Ultra or its applicable Subsidiary to Delta or its designated Subsidiary. Ultra or its applicable Subsidiary shall use commercially reasonable efforts to obtain such Lease Consents provided, however, that neither Ultra nor any member of the Ultra Group shall be required to commence or pursue any Action, nor shall Ultra nor any member of the Ultra Group be required to offer or grant any accommodation (financial or otherwise) beyond what is required under the terms of such Lease to obtain any Lease Consent.

- (a) Ultra has provided or plans to provide prior to the Distribution Date any notice or consent required to be delivered under each lease for the respective Remaining Ultra Leased Real Properties to the landlord thereunder (and any other Person from which any consent or waiver is required thereunder) with respect to the change of affiliation and/or control of Ultra that may occur in connection with the Distribution.
- (b) Delta shall cooperate as reasonably requested by Ultra to obtain the Lease Consents. Neither Ultra nor any of its Subsidiaries shall have any liability to Delta or any of its Subsidiaries arising out of, or relating to, the failure to obtain any Lease Consents or any default, loss of any rights or acceleration of any obligations under, or any termination of, any Lease Requiring Consent as a result of any failure to obtain any Lease Consents. If and to the extent that a Lease Requiring Consent provides the applicable Landlord the opportunity to recapture all or a portion of a leased premises due to a request for a Lease Consent and such Lease Requiring Consent permits a request to be withdrawn (or words of similar import) upon such Landlord's election so to recapture, then, if Delta so requests in writing at least three (3) Business Days prior to the expiration of any recapture withdrawal period, Ultra shall use commercially reasonable efforts to exercise such right to withdraw a request for Lease Consent.
- (c) Delta shall use its commercially reasonable efforts to satisfy promptly, or cause its applicable Subsidiaries to use their commercially reasonable efforts to satisfy promptly, all of the requirements set forth in each Lease Requiring Consent and any other lawful and reasonable requirements of the Landlord in obtaining the Lease Consents, including, without limitation:

- (i) if required by any Landlord with respect to any Lease Requiring Consent, entering into an agreement with such Landlord to assume, observe and perform the tenant's obligations under such Lease Requiring Consent during the remainder of the term of such Lease Requiring Consent; and
- (ii) if required by any Landlord with respect to any Lease Requiring Consent, providing any financial statements or other evidence of creditworthiness to Landlord and providing, or causing another Person (other than Ultra or any other member of the Ultra Group) to provide, a guarantee, surety, letter of credit, security deposit or other security in reasonable form and amount to meet the reasonable requirements of the Landlord with respect to the creditworthiness of Delta or its designated Subsidiary.

2.4 Releases Intentionally omitted.

- (a) To the extent that Delta or Ultra does not obtain a Release from each Landlord with respect to any Lease (including, without limitation, the renewal or extension of any Lease), Delta shall indemnify, defend, protect and hold harmless the Ultra Indemnitees from and against, and shall reimburse each Ultra Indemnitee for, all Losses incurred or suffered by any Ultra Indemnitee following the Distribution Date arising from or as a result of (i) any Obligations or the failure by Delta or any of its Subsidiaries to pay, perform, observe and discharge all Obligations or (ii) Delta's or its applicable Subsidiary's or any of their respective representatives', agents', contractors' or invitees' use or occupancy of the respective Leased Real Properties under each such Lease, including without limitation Delta's or such Subsidiary's or any of their respective representatives', agents', contractors' or invitees' use or occupancy of any Leased Real Property under Section 2.5 of this Agreement. For the avoidance of doubt, nothing herein limits any obligations of Ultra or any subsidiary thereof under any subleases entered into pursuant to and in accordance with the provisions of Section 3.3 hereof.

2.5 Temporary Occupancy In the event that the Actual Closing for any Leased Real Property does not occur on or before the Distribution Date, Delta and Ultra shall use their respective commercially reasonable efforts to allow Delta to occupy such Leased Real Property upon the terms and conditions contained in the relevant Lease and until the Actual Closing for such Leased Real Property; provided, however, that if an enforcement action or forfeiture by the relevant Landlord due to Delta's or its applicable Subsidiary's occupation of such Leased Real Property constituting a breach of the relevant Lease cannot, in the reasonable opinion of Ultra, be avoided other than by requiring Delta or its applicable Subsidiary to promptly vacate the relevant Leased Real Property, Ultra may, by notice to Delta, promptly require Delta or its applicable Subsidiary to vacate the relevant Leased Real Property on not less than ten (10) days prior written notice. Delta will be responsible for all Losses incurred or suffered by Ultra or any of its Subsidiaries as a consequence of such occupation or failure to timely vacate. Neither Delta nor its applicable Subsidiary shall be entitled to make any claim or demand against, or obtain reimbursement from, Ultra or any member of the Ultra Group with respect to any Losses incurred or suffered by Delta or its applicable Subsidiary as a consequence of being obliged to vacate the Leased Real Property or in obtaining alternative premises, including, without limitation, any Action or forfeiture which a Landlord may take against Delta or its applicable Subsidiary.

2.6 Performance of Leases Following the Distribution Date, whether or not (i) the Actual Closing with respect to any Leased Real Property has occurred, (ii) Delta or its applicable Subsidiary occupies such Leased Real Property under Section 2.5 of this Agreement or subleases such Leased Real Property under Section 2.7 of this Agreement or (iii) Delta or its applicable Subsidiary is required to vacate such Leased Real Property under Section 2.5 of this Agreement, Delta shall pay, perform, observe and discharge promptly when due, or cause its applicable Subsidiary to pay, perform, observe and discharge promptly when due, all Obligations under the Lease of such Leased Real Property; provided, however, that if, prior to an Actual Closing, a Landlord refuses to accept direct payment, performance, observation or other discharge of Obligations by Delta or its applicable

Subsidiary, then Ultra, at Delta's or its applicable Subsidiary's written request, shall make such payment, performance, observation or otherwise discharge such Obligations until such Actual Closing, subject to Ultra's receipt of payment from Delta or its applicable Subsidiary of all rent and other amounts payable under the applicable Lease prior to payment by Ultra to the Landlord; and provided, further, that if Delta or its applicable Subsidiary is required to vacate such Leased Real Property under Section 2.5 of this Agreement, Delta or its applicable Subsidiary shall pay to (if a Landlord refuses to accept direct payment, performance, observation or other discharge of Obligations by Delta or its applicable Subsidiary), or be entitled to be reimbursed by (if a Landlord otherwise accepts direct payment, performance, observation or other discharge of Obligations by Delta or its applicable Subsidiary), Ultra or its designated Subsidiary, monthly in advance (no later than the 10th day of each calendar month), fifty percent (50%) of the Obligations payable under the applicable Lease for the remainder of the term of such Lease.

- (a) Upon (i) the Actual Closing with respect to any Guaranteed Property or (ii) the commencement of Delta's or its applicable Subsidiary's occupancy of any Leased Real Property under Section 2.5 of this Agreement or sublease of any Leased Real Property under Section 2.7 of this Agreement, Delta and each of its applicable Subsidiaries shall obtain and maintain all insurance, in such amounts and with such coverage, terms and conditions, as the tenant is required to maintain under each such Lease; provided, however, if, prior to an Actual Closing, a Landlord refuses to accept Delta's performance of the insurance requirements of any Lease or Delta's insurer does not recognize an insurable interest on behalf of Delta under any such Lease, then Ultra at Delta's written request shall use commercially reasonable efforts to obtain and maintain insurance policies, until such Actual Closing, in such amounts and with such coverage, terms and conditions, as the tenant is required to maintain under such Lease, subject to (A) Ultra's receipt of payment from Delta of all premiums and other amounts owing with respect to such policies prior to payment by Ultra to the carriers and (B) indemnification from Delta against any Losses which any Ultra Indemnitee may incur or suffer under or in connection with such arrangements. Delta and each of its applicable Subsidiaries shall maintain all insurance required under the applicable Lease for so long as Ultra or any of its Subsidiaries retains any Obligations with regard to the Leases and Leased Real Properties subject to such insurance. Each of Delta and Ultra (each, an "**Obtaining Party**") shall, when obtaining insurance pursuant to this Agreement, use commercially reasonable efforts to provide that coverage under such insurance shall not expire or be terminated or materially modified without such insurer endeavoring to provide written notice to the other Party at least thirty (30) days in advance of such expiration, termination or modification. All policies of commercial general liability insurance obtained by an Obtaining Party (or any Subsidiary of such Obtaining Party) shall designate the other Party and, as applicable, the other members of the Ultra Group or the appropriate Subsidiary of Delta, as additional insureds. On or before each such Actual Closing as provided in clause (i) above or the commencement of any such occupancy or sublease as provided in clause (ii) above, and thereafter at least thirty (30) days before the expiration of any such insurance or within ten (10) days after receiving a written request from the other Party, the Obtaining Party shall deliver certificates from the issuers of all such insurance evidencing full compliance with this Section 2.6(b), together with evidence of the payment of any premiums due on account of such insurance.
- (b) Ultra shall use commercially reasonable efforts to promptly deliver to Delta or its applicable Subsidiary copies of all invoices, demands, notices and other communications received by Ultra or its applicable Subsidiary or agents in connection with any of the Leased Real Properties or the Leases and shall, at Delta's cost and upon Delta's reasonable written request, use commercially reasonable efforts to give notices and otherwise communicate on behalf of Delta or its applicable Subsidiary with respect to matters relating to any Lease or Leased Real Property. Delta shall use commercially reasonable efforts to promptly deliver to Ultra copies of all demands, notices and other communications received by Delta or its applicable Subsidiary or agents that allege any breach or default of any Lease, which breach or default could reasonably be expected to result in Ultra or any of its Subsidiaries or any other member of the Ultra Group incurring any Liabilities under such Lease or relating to the applicable Leased Real Property.

2.7 Alternative Sublease

If, at any time, the relevant Lease Consent is expressly refused or if Ultra does not reasonably expect to obtain such Lease Consent with respect to a Lease Requiring Consent, Ultra shall use commercially reasonable efforts to sublease (using an instrument substantially in the form of Exhibit 4 attached to this Agreement) all of the relevant Leased Real Property with respect to a Lease Requiring Consent utilized by Delta or its applicable Subsidiary to Delta or such Subsidiary for the remainder of the term of the Lease (or, if required by Landlord, for a period equal to substantially all of the remainder of the term of such Lease). Ultra shall apply to the relevant Landlord for the Lease Consent with respect to such sublease, and, on the grant of such Lease Consent, Ultra shall sublease or cause its applicable Subsidiary to sublease to Delta or its applicable Subsidiary (subject to reasonable creditworthy requirements) the relevant Leased Real Property for the remainder of the term of the Lease Requiring Consent, at a rent equal to the rent (including all additional rent and other charges, fees, expenses and costs charged under the applicable Lease) from time to time under the Lease Requiring Consent, but otherwise on substantially the same terms and conditions as the Lease Requiring Consent, except to the extent inconsistent with this Agreement and except that Ultra shall have no obligation to perform any obligations of such Landlord under such Lease and Delta shall look only to such Landlord for such obligations, to the extent of Landlord's obligations under the relevant Lease. The sublease shall provide that (i) Ultra or its applicable Subsidiary shall use commercially reasonable efforts to enforce such Lease for the benefit of Delta or its applicable Subsidiary, at Delta's or its applicable Subsidiary's sole cost and expense (but in no event shall any member of the Ultra Group have an obligation to commence any Action against the relevant Landlord), (ii) Ultra shall not terminate or otherwise amend such Lease so as to materially adversely affect such subleased premises or Delta's or its applicable Subsidiary's rights thereunder, and (iii) subject to Section 2.13 of this Agreement, Ultra shall exercise such Lease rights as may be reasonably requested in writing by Delta or its applicable Subsidiary from time to time, at Ultra's or its applicable Subsidiary's sole cost and expense and subject to indemnification from Delta against any Losses any Ultra Indemnitee may suffer in connection therewith.

2.8 Form of Transfer

Ultra or its applicable Subsidiary shall make the conveyance or transfer of the Owned Real Properties in accordance with Section 2.1 of this Agreement using one or more quitclaim deeds in form appropriate for the local jurisdiction and shall make the assignment, sublease or transfer of the Leased Real Property in accordance with Sections 2.2 and 2.7 of this Agreement using one or more instruments substantially in the form of Exhibits, 2, 3, 4 or 5 (as applicable) attached to this Agreement (or, if any Landlord so requires, in the form of assignment reasonably proposed by the relevant Landlord), in each case with such modifications as are necessary to conform to local requirements, customs and practices to the extent necessary to render such form effective and, if requested by Delta (at Delta's sole cost and expense), recordable.

2.9 Title to the Properties

Ultra makes no representations or warranties, express or implied, with respect to the quality or condition of, or any encumbrances on, the title to the Properties; and Delta or its applicable Subsidiary shall accept the rights, title and interests of Ultra or its applicable Subsidiary in and to each Owned Real Property and each Lease, subject to any defects in the quality or condition of such title and any easements, covenants, conditions, restrictions, reservations and other matters affecting, encumbering or relating to each Property.

2.10 Condition of Properties

Ultra makes no representations or warranties, express or implied, with respect to the condition of the Properties; and Delta or its applicable Subsidiary shall accept each Property "AS IS, WHERE IS" and in such condition and state of repair as exists on the Distribution Date, with respect to the Owned Real

Properties, and on the Actual Closing Date, with respect to the Leased Real Properties, with all faults, limitations and defects (latent and apparent), without any representations or warranties, whether oral or written, express, implied presumed, statutory or otherwise, as to its quality, nature, merchantability, value, marketability, adequacy or its fitness for any intended use or particular purpose. Delta, for itself and on behalf of its Subsidiaries, acknowledges that it has had the opportunity to inspect the Properties and all aspects relating thereto, including, without limitation, all of the physical, environmental and operational aspects of, or conditions on, the Property to its full satisfaction and is familiar with the Properties. The Parties' obligations under this Agreement are not conditioned upon the Properties being in any particular condition, and, any damage from condemnation or any fire or other casualty or any other change in the condition of any Property notwithstanding, Ultra shall make, or cause its applicable Subsidiary to make, the conveyances, assignments and transfers under Section 2.1 and 2.2 of this Agreement, and Delta shall accept, or cause its applicable Subsidiary to accept, all such conveyances, assignments and transfers; provided, however, in the event of any such damage from condemnation or fire or other casualty before the Distribution Date, with respect to the Owned Real Properties, or the Actual Closing, with respect to the Leased Real Properties, Ultra or its applicable Subsidiary shall confer with Delta regarding, and use commercially reasonable efforts to pursue and assign (without representation or warranty) to Delta or its applicable Subsidiary, all rights and interests of Ultra or its applicable Subsidiary in and to any proceeds of insurance arising from such fire or casualty or proceeds arising from any condemnation proceeding (less any costs incurred by Ultra in pursuing such proceeds) at the time of the conveyance, assignment or transfer for the relevant Property. To the extent that there is any damage from condemnation or any fire or other casualty to any Leased Real Property prior to the Actual Closing, Ultra shall consult with Delta prior to the exercise of any right set forth in the respective Lease with respect to such an event.

2.11 Lease Termination

If any Lease expires or is terminated prior to the Distribution Date, (a) Ultra or its applicable Subsidiary shall not be required to assign or transfer such Lease, (b) Delta or its applicable Subsidiary shall not be required to accept an assignment or transfer of such Lease or a sublease of the Leased Real Property relating to such Lease, and (c) neither Party shall have any further obligations with respect to such Lease or Leased Real Property under this Agreement subject to any obligations that expressly survive termination or expiration pursuant to the terms of this Agreement.

2.12 Tenant's Fixtures and Fittings

The Separation and Distribution Agreement and the other Ancillary Agreements shall govern the ownership, and the transfer of ownership, of any trade fixtures and personal property located at each Property.

2.13 Lease Extensions If Delta or its Subsidiary wishes to remain in any Guaranteed Property after the expiration of the term contemplated by any Guaranteed Lease (inclusive of any permitted renewal terms currently contemplated by such Guaranteed Lease), Delta shall enter into, or cause its applicable Subsidiary to enter into, a new lease of such Guaranteed Property under which neither Ultra nor any of its Subsidiaries nor any other member of the Ultra Group shall have any Liabilities (as tenant, guarantor or otherwise). If any Guaranteed Lease provides on the date hereof (a) a right or option to renew such Guaranteed Lease or extend the term of such Guaranteed Lease that the tenant under such Guaranteed Lease may exercise with respect to such Guaranteed Lease or (b) that such Guaranteed Lease shall renew or the term of such Guaranteed Lease shall be extended automatically if the tenant under such Guaranteed Lease fails to take an action to prevent such automatic renewal or extension, then, Delta or its applicable Subsidiary shall have the right to exercise, such right or option to renew such Guaranteed Lease or to automatically extend the term of such Guaranteed Lease without Ultra's prior written consent. Neither Ultra nor any of its Subsidiaries shall have any Liabilities under (i) any Lease that expires or is subject to renewal pursuant to a new agreement on or after the Distribution Date, or

(ii) any new lease executed by Delta or its Subsidiaries in connection with the Delta Business on or after the Distribution Date.

2.14 Costs and Expenses

Delta shall pay all out-of-pocket costs and expenses incurred in connection with obtaining the Lease Consents and any consents required under the leases for the Remaining Ultra Leased Real Properties by Ultra and by each Landlord, including, without limitation, any fee charged by any Landlord for any Lease Consent or any consent required under such lease for the Remaining Ultra Leased Property, and any attorneys' fees and any costs and expenses relating to renegotiation or renewal of any Lease. Delta shall also pay all out-of-pocket costs and expenses payable in connection with the conveyance or transfer of the Owned Real Properties and the assignment or transfer of the Leases, including, without limitation, any escrow fees, recording fees and any transfer, documentary, sales, use, stamp, registration and other such federal, state and local taxes and fees (including any penalties, interest, additions to tax and costs and expenses relating to such taxes).

2.15 Landlord Estoppel Certificates

If requested in writing to do so by Delta, Ultra will use its commercially reasonable efforts to provide estoppel certificates to landlords under the Guaranteed Leases, subject to the receipt of factual representations from Delta in form and substance reasonably satisfactory to Ultra (and subject to receipt of an acknowledgement from Delta that it will be solely responsible for, and will hold Ultra harmless against, any Liabilities which may arise from such estoppel certificate or the matters covered thereby).

2.16 Title Insurance

At the written request of Delta (and at Delta's sole cost and expense), Ultra shall use its commercially reasonable efforts to obtain endorsements to existing title insurance policies held by the Ultra Group for the applicable Owned Real Properties providing for the transfer of such policies to Delta or its designated Subsidiaries to the extent available in the applicable jurisdiction. Delta may, at its own cost and expense, elect to obtain title insurance policies and/or surveys with respect to any or all of the Owned Real Properties. In no event shall any title insurance, endorsement or survey deliveries delay the timing for Transfer of the Owned Real Properties contemplated by this Agreement.

3. SHARED PROPERTIES

3.1 Plano, Texas Facility Sublease

Delta or its applicable Subsidiary (as lessor) and Ultra or its applicable Subsidiary (as lessee) have entered or shall enter into a sublease of portions of the Plano, Texas Facility pursuant to a sublease agreement with a termination date of November 30, 2021 substantially in the agreed form attached hereto as Exhibit 4.

3.2 Delta Subleases

Delta or its applicable Subsidiary (as sublessor) and Ultra or its applicable Subsidiary (as sublessee) have entered or shall enter into a sublease of portions of the Leased Real Property listed on Schedule 3.2 pursuant to a sublease agreement substantially in the agreed form attached hereto as Exhibit 5.

3.3 Ultra Subleases

Ultra or its applicable Subsidiary (as sublessor) and Delta or its applicable Subsidiary (as sublessee) have entered or shall enter into a sublease of portions those real properties listed on Schedule 3.3 pursuant to a sublease agreement substantially in the agreed form attached hereto as Exhibit 5.

4. INDEMNIFICATION

4.1 Indemnification and Reimbursement

- (a) Delta shall provide Ultra with a copy of any written notice of default, notice of alleged default or other notice that Delta or any of its Subsidiaries receives from a Landlord or a lender with respect to any Guaranteed Lease that may result in an event of default, which copy shall be given to Ultra as soon as practicable and in any event no later than five (5) Business Days after Delta's or any of its Subsidiaries' receipt of any such notice. Ultra shall provide Delta with a copy of any written notice of default, notice of alleged default or other notice that Ultra or any member of the Ultra Group receives from a Landlord with respect to any Guaranteed Lease, which copy shall be given to Delta as soon as practicable and in any event no later than five (5) Business Days after Ultra's or any of the Ultra Group members' receipt of any such notice.
- (b) Delta shall deliver to Ultra, as soon as practicable and in any event no later than five (5) Business Days after Delta's or any of its Subsidiaries' receipt of any notice described in Section 4.1(a) hereof, a statement from Delta concerning Delta's intentions with respect to said default or alleged default. Ultra shall reasonably cooperate (at Delta's sole cost and expense) with any attempt by Delta pursuant to this Section 4.1(b) to cure or contest a default or alleged default.
- (i) If Delta indicates an intent to contest said default or alleged default, then Delta shall engage legal counsel reasonably acceptable to Ultra and shall diligently pursue such contest; provided, however, if Ultra reasonably believes that Delta is not likely to prevail in such contest and Ultra reasonably believes that Ultra or any member of the Ultra Group will suffer adverse consequences as a result of such default or alleged default if it is not cured promptly, then, in any such event, Ultra may (in its sole and absolute discretion and without any obligation to do so) give Delta written notice of Ultra's intention to cure the default or alleged default under such Guaranteed Lease, and the Parties shall be thereafter be governed by Section 4.1(b)(iii).
- (ii) If Delta indicates its intent to cure such default or alleged default, Delta shall cure said default or alleged default within the applicable cure period set forth in the applicable Guaranteed Lease, or if said default or alleged default is of a character which does not permit the curing of said default or alleged default within the time period set forth in the applicable Guaranteed Lease, Delta shall eliminate, cure, obtain a waiver or otherwise constructively address such default or alleged default and proceed diligently and continuously with respect to said default or alleged default until cured, waived or eliminated, but, in any event, in the manner required under the terms and conditions of the applicable Guaranteed Lease. So long as Delta is working diligently and continuously to cure such default or alleged default in accordance with the foregoing, Ultra shall refrain from taking actions to cure such default or alleged default and shall cooperate as reasonably requested by Delta (at Delta's sole cost and expense) with respect to curing such default or alleged default or settling such dispute with the applicable Landlord; provided, however, if Delta (A) provides written notice to Ultra of its intention not to cure said default or alleged default, (B) fails to send any notice of its intentions, or (C) fails to cure a default or alleged default in accordance with its previous notice

to Ultra, or if Ultra reasonably believes that Ultra or any member of the Ultra Group will suffer adverse consequences as a result of such default or alleged default if it is not cured promptly, then, in any such event, Ultra may (in its sole and absolute discretion and without any obligation to do so) give Delta written notice of Ultra's intention to cure the default or alleged default under such Guaranteed Lease and the parties shall be thereafter be governed by Section 4.1(b)(iii).

- (iii) If Delta has not cured such default or alleged default within five (5) days after Delta's receipt of Ultra's written notice to Delta pursuant to the final sentences of Sections 4.1(b)(i) or 4.1(b)(ii) (or, if such default or alleged default cannot be cured within such five (5) day period, Delta has not commenced to cure and continued to diligently and continuously pursue such cure to completion within the grace or cure periods provided under, and otherwise in accordance with the terms of the applicable Guaranteed Lease), then, regardless of any stated intention of Delta, Ultra may (in its sole and absolute discretion and without any obligation to do so) cure such default or alleged default on behalf of Delta at Delta's sole cost and expense, and Delta, for itself and on behalf of each of its Subsidiaries, hereby grants to Ultra a license to enter upon any Leased Real Property for the purpose of effecting such cure, subject to the provisions of such Guaranteed Lease.
- (iv) If Ultra or any member of the Ultra Group incurs or suffers any Losses as a result of a default or alleged default under any Guaranteed Lease by Delta or any of its Subsidiaries, and if Delta does not pay to Ultra the full amount of such Losses promptly after receipt of notice of such Losses from Ultra, Ultra shall be entitled to exercise any and all remedies available to it under this Agreement or under any other agreement between the parties, at law or in equity.

- (c) Delta, for itself and as agent for each of its Subsidiaries, hereby agrees to indemnify, defend (or, where applicable, pay the costs of defense for) and hold harmless the Ultra Indemnitees from and against, and shall reimburse such Ultra Indemnitees for, all Losses incurred or suffered by the Ultra Indemnitees by reason of (i) the incurrence by any Ultra Indemnitees of reasonable out-of-pocket costs of enforcement (excluding any internal administrative costs of such Ultra Indemnitees) of any terms, covenants or agreements contained in this Agreement, (ii) any and all payments or performance required of any of the Ultra Indemnitees with respect to any Obligation, and (iii) any breach or default by Delta or any of its Subsidiaries under any Guaranteed Lease, provided that notwithstanding anything to the contrary contained herein, Delta shall assume exclusively, and Ultra shall consent to such assumption, the defense of any Action under or pursuant to this clause (iii). If any Ultra Indemnitee incurs or suffers any such Losses, Delta shall reimburse Ultra for the full amount thereof, within ten (10) days after receiving a written demand for such Losses from Ultra. In the event that, with the written consent of Ultra, Delta assumes the defense of any Ultra Indemnitee with respect to any Action arising out of any matter from and against which Delta is obligated to indemnify, defend and hold harmless such Ultra Indemnitee under this Section 4.1(c), such defense shall include the employment of counsel reasonably satisfactory to Ultra and Delta and the payment by Delta of all of such counsel's fees and expenses. Ultra shall not be liable for the payment of any settlement of any such Action effected by Delta without the written consent of Ultra. Delta shall not, without the prior written consent of Ultra (not to be unreasonably withheld or delayed), effect any settlement of any Action in respect of which any Ultra Indemnitee is a party and from and against which Delta is obligated to indemnify, defend and hold harmless such Ultra Indemnitee under this Section 4.1(c), unless such settlement is paid, in the first instance, by Delta, contains no admission of wrongdoing on the part of any Ultra Indemnitee, and includes an unconditional release of all Ultra Indemnitees from all liability on all claims that are the subject matter of such Action. Ultra agrees to cooperate reasonably with Delta's defense of any such Action, as reasonably requested by Delta and at Delta's sole cost and expense. The terms and conditions

of this provision shall survive indefinitely. For the avoidance of doubt, nothing herein limits any obligations of Ultra or any subsidiary thereof under any subleases entered into pursuant to Section 3.3 hereof, and Delta shall not be obligated to indemnify Ultra for any Losses resulting from actions or inactions of any Ultra Indemnitees thereunder.

4.2 Termination of Assignment Upon Breach or Event of Default

If a breach or default occurs under any of the Guaranteed Leases and such breach or default remains uncured after any applicable notice and cure period, then Ultra, at its election, shall have the following non-exclusive remedies:

- (a) Ultra shall be entitled to all of the rights and remedies which Ultra may have under this Agreement or any other Contract or at law or in equity;
 - (i) Ultra shall have the right to terminate the assignment to Delta or its applicable Subsidiary of Ultra's or its applicable Subsidiary's right, title and interest in and to the Guaranteed Lease with respect to which there exists a default following any notice and cure period provided for in such Guaranteed Lease, which right Ultra shall exercise by written notice to Delta. Provided that such Guaranteed Lease is not a Lease Requiring Consent, upon receiving such notice from Ultra, such assignment shall be of no further force and effect; and Delta shall assign or otherwise transfer, or cause its applicable Subsidiary to assign or otherwise transfer, to Ultra all of Delta or such Subsidiary's right, title and interest in and to such Guaranteed Lease and any related improvements and fixtures (but excluding any furnishings, trade fixtures and business equipment) used in connection with the Leased Real Property demised under such Guaranteed Lease (collectively, the "**Related Property**"). If such Guaranteed Lease is a Lease Requiring Consent, then Ultra may seek Landlord's consent to reassignment of the Lease to Ultra at Delta's sole cost and expense, and, upon the receipt of such consent, Ultra (or its Subsidiary) shall perform such assignment and transfer called for in the preceding sentence.
 - (ii) If Ultra exercises its right to terminate the assignment to Delta of any Guaranteed Lease, Ultra shall have the immediate right to possession and use of the Leased Real Property with respect to which such breach or event of default exists and any Related Property associated with such Leased Real Property, and, upon receiving the notice of termination of such Guaranteed Lease from Ultra, Delta shall quit and vacate, or shall cause its applicable Subsidiary and all other tenants and occupants of such Leased Real Property, to quit and vacate such Leased Real Property in accordance with the requirements of such Guaranteed Lease and broom clean, with all rubbish, debris and personal property belonging to Delta or such Subsidiary, tenant or occupant (other than the Related Property) having been removed. If Delta or any such Subsidiary, tenant or occupant shall fail to quit and vacate such Leased Real Property after receipt of such notice of termination in accordance with the requirements of the Guaranteed Lease, Ultra shall have all rights and remedies available at law and in equity to evict Delta, or such Subsidiary, tenant or occupant from such Leased Real Property.
 - (iii) Delta, for itself and as agent for each of its Subsidiaries, hereby irrevocably constitutes and appoints Ultra its true and lawful attorney-in-fact for the purpose of carrying out the terms and provisions of this Section 4.2 after a breach or default under this Agreement or under any Guaranteed Lease (which continues after the giving of any notice and the expiration of any cure period provided under such Guaranteed Lease), in Delta's or such Subsidiary's name and stead, (i) to secure and maintain the use and possession of any Leased Real Properties with respect to which any breach or event of default exists under any Guaranteed Lease and any Related Property, (ii) to take any

and all actions which Ultra reasonably deems necessary to protect, maintain and secure its interest in any such Leased Real Property and Related Property, and (iii) to put and substitute one or more agents, attorney or attorneys-in-fact for Delta or any such Subsidiary to do, execute, perform and finish for Delta or such Subsidiary those matters which shall be reasonably necessary or advisable, or which Delta's agent, attorney-in-fact or its substitute shall deem reasonably necessary or advisable, with respect to such Leased Real Property or Related Property, including, without limitation, executing on behalf of Delta any instrument deemed necessary or advisable by Ultra to evidence the termination of the previous assignment, and the assignment of Delta's or its Subsidiary's rights, title and interests in and to such Guaranteed Lease under this Section 4.2, as thoroughly, amply and fully as Delta could do personally. All such powers of attorney shall be deemed coupled with an interest and shall be irrevocable.

4.3 No Obligation to Pay Rent

Nothing in this Agreement or the instruments assigning the Guaranteed Leases to Delta or its applicable Subsidiary creates any obligation on the part of Ultra or any member of the Ultra Group to pay any amounts due or owing under any of the Guaranteed Leases.

5. COVENANTS

5.1 Merger

- (a) As long as the Guaranteed Rent in the aggregate through the remaining life of the Guaranteed Leases exceeds One Million Dollars (\$1,000,000), prior to the completion by Delta of any consolidation with or merger into any Person (or of any transaction involving or related to an acquisition of a controlling interest in Delta or a sale of all or substantially all of Delta's assets on a consolidated basis) (in each case, a "**Transaction**"), the surviving Person of such Transaction (the "**Surviving Person**") shall deliver to Ultra a Letter of Credit in the Required Amount to support the Surviving Person's obligations under this Agreement (on such terms and conditions as are reasonably acceptable to Ultra); provided that no such Letter of Credit shall be required if the Surviving Person of such Transaction is rated as investment grade by Standard & Poor's or Moody's Investor Services following the completion of the Transaction.
- (b) If the Surviving Person provides the Letter of Credit under Section 5.1(a), the Surviving Person shall be obligated to maintain the Letter of Credit in the Required Amount during the term commencing on the Distribution Date and terminating on the earlier of (i) a Release with respect to all Guaranteed Leases or (ii) the date on which the Guaranteed Rent falls below One Million Dollars (\$1,000,000) (such term, the "**Letter of Credit Term**").

5.2 Security Interests

As long as Ultra's (or any Subsidiary of Ultra) duties under any Obligation remain outstanding with regards to any Leased Real Properties or Leases, Delta shall not pledge, hypothecate, collaterally assign, mortgage or otherwise encumber, or permit any lien or encumbrance upon, or grant any security interest in, any of Delta's rights, title or interests, as lessee, sublessee or assignee, in or to any of such Leased Real Properties or Leases, except to the extent any such lien, encumbrance or security interest is subordinate to, and would not otherwise interfere with, the interests, rights or remedies of Ultra or its Subsidiary with respect to such Leased Real Property or Lease under the terms of this Agreement; provided, however, that this Section 5.2 shall not apply to (a) any lien or encumbrance on any Landlord's interest in any Leased Real Property existing as of the Distribution Date or expressly permitted under a Lease, (b) any liens against the Properties for real estate taxes or mechanics', materialmens' or other liens based upon claims for work, labor or materials relating to any Property, if (i) such taxes or claims are not due and payable or are being contested

in good faith by appropriate proceedings and (ii) Delta maintains adequate reserves for payment of such taxes or claims in accordance with generally accepted accounting principles, and (c) any mortgage, deed of trust or security interest on any Property or Lease in favor of the provider or providers of any senior working capital facility and/or any senior term loan facility. It shall not be considered a default of this Agreement if, within ten (10) Business Days after Delta receives notice of a lien against a Property, Delta causes such lien to be released of record or provides Ultra with insurance against the same issued by a major title insurance company or such other protection against the same as Ultra shall accept in its sole and absolute discretion.

5.3 Intentionally Deleted

5.4 Limitation on Assignment

As long as any Obligations remain outstanding with regards to a Guaranteed Lease, Delta or its applicable Subsidiary may assign or otherwise transfer its rights, title and interests in and to under any such Guaranteed Lease, or sublease all or substantially all of any the Guaranteed Property, to a third party (any such proposed assignee, sublessee or transferee being a “**Proposed Transferee**,” and any such proposed assignment, sublease or transfer being a “**Proposed Transfer**”); provided, however, that (a) Ultra consents to such Proposed Transfer, which consent Ultra may grant or withhold in its reasonable discretion, (b) effective upon or before such Proposed Transfer, a Release of all Ultra Indemnitees is obtained under such Guaranteed Lease, (c) Delta remains liable under such Guaranteed Lease (and the indemnities in favor of Ultra under this Agreement continue to apply) with respect to any assignment or sublease in whole or in part or (d) the Proposed Transferee is a direct or indirect wholly owned Subsidiary of Delta, under common control with Delta, or in control of Delta at all times and Delta remains primarily liable for the Obligations as if Delta were still the tenant or assignee under the applicable Guaranteed Lease or Guaranteed Leases. Any transfer in violation of this Section 5.4 is void. Nothing herein shall limit or modify the requirements to obtain the consent of any Landlord under the terms of any Guaranteed Lease.

5.5 Further Assurances

At any time and from time to time, upon the request of the other Party, Ultra and Delta shall each execute and deliver to the other Party such further instruments and documents, and do such further acts and things, as such other Party may reasonably request in order to effectuate fully the purposes of this Agreement. To the extent it is possible without causing a default under any Lease, Ultra shall take such other actions as may be reasonably requested in writing by Delta in order to place Delta, insofar as reasonably possible, in the same position as if the Leases for any Leased Real Property for which the Actual Closing did not occur on or before the Distribution Date had been transferred as contemplated hereby.

6. MISCELLANEOUS

6.1 Notices

All notices, requests, claims, demands and other communications under this Agreement shall be made and delivered in conformity with Section 11.6 of the Separation and Distribution Agreement.

6.2 Amendment and Waiver

Subject to Section 8.20(b) of the Agreement and Plan of Merger, this Agreement may be terminated, modified or amended at any time prior to the Effective Time by and in the sole discretion of Delta without the approval of Ultra or the stockholders of Delta. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. After the Effective Time, this Agreement may

not be terminated, modified or amended except by an agreement in writing signed by Delta and Ultra. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6.3 Entire Agreement

This Agreement, together with the documents referenced herein (including the Separation and Distribution Agreement), constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof. To the extent any provision of this Agreement conflicts with the provisions of the Separation and Distribution Agreement, the provisions of this Agreement shall be deemed to control with respect to the subject matter hereof.

6.4 Assignment; Successors and Assigns

This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable in whole in connection with a merger or consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant Party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement. No assignment permitted by this Section 6.4 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

6.5 Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

6.6 Governing Law; Jurisdiction

This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the laws of any other jurisdiction. Subject to the provisions of Section 9 of the Separation and Distribution Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Section 9 of the Separation and Distribution Agreement or to prevent irreparable harm, and to the non-

exclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth in Section 11.6 of the Separation and Distribution Agreement shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this Section 6.6. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

6.7 Waiver of Jury Trial

EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT 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 AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.7.

6.8 Counterparts

This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

6.9 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

6.10 Force Majeure

No Party (or any Person acting on its behalf) 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 claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other applicable Parties of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

6.11 Double Recovery

Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

6.12 Title and Headings

Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.13 Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Vice President and Secretary

—

Signature Page to Real Estate Matters Agreement

NON-U.S. AGENCY AGREEMENT

DATED AS OF MAY 31, 2018

by and between

DXC TECHNOLOGY COMPANY

and

PERSPECTA INC.

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This **NON-U.S. AGENCY AGREEMENT** (this “**Agreement**”) is dated as of May 31, 2018, by and between DXC Technology Company, a Nevada corporation (“**Delta**”) and Perspecta Inc. (formerly Ultra SC Inc.), a Nevada corporation (“**Ultra**”). Delta and Ultra are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS:

- (A) Delta, acting directly and through its direct and indirect Subsidiaries, currently conducts the Delta Business and the Ultra Business;
- (B) Delta and Ultra have entered into the Separation and Distribution Agreement by and between Delta and Ultra dated as of May 31, 2018 (the “**Separation and Distribution Agreement**”), in connection with the separation of the Ultra Business from Delta and the Distribution of Ultra Common Stock to stockholders of Delta; and
- (C) in connection therewith, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements, terms and conditions herein contained, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General

Capitalized terms used in this Agreement and not defined herein shall have the meanings that such terms have in the Separation and Distribution Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Control**”, when used with respect to any Person, shall mean 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 or other interests, by Contract or otherwise.

“**Customer**” shall mean any Person located outside of the United States or that is Controlled, directly or indirectly, by any Person located outside of the United States, provided that the term “Customer” shall not include any Governmental Entity in the United States or any branch or location thereof located outside of the United States.

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

“**Governmental Entity**” shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

“**Permitted Direct Sales**” shall have the meaning ascribed to it in Section 2.1.

“**Person**” shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

“**Services**” shall mean any products or services generally made available to unaffiliated third parties by Ultra or its controlled Affiliates.

“**Territory**” shall mean worldwide, other than in the United States of America.

1.2 References; Interpretation

References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Sections, Exhibits and Schedules shall be deemed references to Sections of, and Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement. The words “written request” when used in this Agreement shall include email. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof

2. APPOINTMENT

- 2.1 Ultra hereby appoints Delta as its sole and exclusive (including as against Ultra) agent and representative to, directly or indirectly, offer to sell, and sell on behalf of Ultra, Services to Customers in the Territory on the terms of this Agreement, other than to (a) a non-U.S. Governmental Entity located in the Territory if and to the extent such Services are provided directly or indirectly by Ultra in connection with a contract entered into between Ultra and/or one or more of its subsidiaries and a United States federal Governmental Entity or (b) a Governmental Entity located in the Territory if and to the extent such Services are provided directly or indirectly by Ultra in connection with a contract entered into between Ultra and/or one or more of its subsidiaries and a Governmental Entity located in the Territory pursuant to U.S. federal government sponsored or financed military sales (clauses (a) and (b), collectively, the “**Permitted Direct Sales**”).
- 2.2 Ultra shall not, during the duration of this Agreement, (a) make any offer or sale of Services, directly or indirectly, to Customers in the Territory, except (i) as and to the extent directed by Delta as agent hereunder or (ii) for Permitted Direct Sales or (b) appoint any other Person as its agent, distributor or franchisee for the offer or sale of Services to Customers in the Territory, except in connection with Permitted Direct Sales.
- 2.3 Without limiting the foregoing, Ultra shall not, unless permitted in writing to do so by Delta, directly or indirectly make offers or proposals (or respond to requests for the same) or negotiate with or make arrangements to sell Services to any Customer in the Territory, and shall refer all such possible transactions to Delta, in each case, other than Permitted Direct Sales.

2.4 Delta shall use commercially reasonable efforts to refer to Ultra any transactions that Delta reasonably determines would be (a) within Ultra's core competency and (b) better handled by Ultra than by Delta or its subsidiaries or other Persons.

2.5 Ultra acknowledges and agrees that (a) Delta shall not be obligated to expend any material resources in furtherance of marketing Ultra's Services in the Territory, it being understood that the principal focus of Ultra's business is on providing services to the U.S. federal government and (b) subject to Section 2.4 of this Agreement and Section 5.5 of the Separation and Distribution Agreement, Delta may pursue for itself or other Persons any opportunities with Customers and may subcontract any of its obligations under this Agreement, at any time, in whole or in part, to any Person (but only to the extent that such subcontracting arrangement does not, and would not reasonably be expected to, result in any conflict with any Laws applicable to Ultra's business).

3. ULTRA'S UNDERTAKINGS

3.1 Ultra undertakes and agrees with Delta during the term of this Agreement:

- (a) to indemnify Delta against any liabilities that Delta may incur as a result of Ultra's failure to perform its obligations to Delta or any Customer in accordance with the terms hereof. All out-of-pocket expenses, costs and charges incurred by Delta on behalf of Ultra, including marketing, introduction and coordination expenses, shall be reimbursed by Ultra promptly upon production by Delta of appropriate invoices and receipts in support thereof;
- (b) to promptly and efficiently deal with any complaint, dispute or after-sales inquiry relating to any Services raised by a Customer in the Territory;
- (c) on Delta's request, to communicate to Delta the name and address of any Customer in the Territory to which Ultra has sold any Services pursuant to Section 2.4, to the extent permitted by applicable Law; and
- (d) to comply with all reasonable and lawful instructions of Delta from time to time concerning the sale of Services to Customers in the Territory.

4. REFERRAL PROCEDURES

4.1 In the event that Delta determines to refer an opportunity to provide Services to a Customer in the Territory to Ultra, Delta shall provide prompt written notice to Ultra (in accordance with Section 8) and the CEO of Ultra (via email) describing the nature of the opportunity (or portion thereof as to which Ultra is being offered an opportunity to participate), the identity of the Customer, the timing and details required to be included in a response to a request for proposal or other bidding opportunity and if available, the opportunity to ask clarifying questions of the prospective Customer.

4.2 Ultra shall treat all information it receives in connection with any opportunity to provide Services to a Customer in the Territory (other than any Permitted Direct Sales) as confidential information pursuant to Section 8.5 of the Separation and Distribution Agreement.

5. DURATION AND TERMINATION

- 5.1 This Agreement shall commence on the Distribution Date and shall continue through the fifth (5th) anniversary of the Distribution Date, unless terminated earlier pursuant to Sections 5.2 or 5.3.
- 5.2 This Agreement may be terminated at any time upon the mutual consent of the Parties.
- 5.3 Ultra may terminate this Agreement with immediate effect by giving written notice to Delta if:
- (a) from and after the second (2nd) anniversary hereof, Delta is controlled by or there is a change of control of Delta that results in the control of Delta by a Person that derives a significant amount of revenue from the provision of IT services to Governmental Entities in the United States of America;
 - (b) prior to the second anniversary hereof, there is a change of control of Delta that results in the control of Delta by a Person that is principally engaged in the provision of IT services to Governmental Entities in the United States of America;
 - (c) Delta suspends or ceases carrying on all or a substantial part of the Delta Business; or
 - (d) in the event of a material breach by Delta of its obligations under Section 2.4, if such breach is not cured by Delta within thirty (30) days after Delta's receipt of written notice of such breach from Ultra.

6. CONSEQUENCES OF TERMINATION

- 6.1 Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of such termination or expiration, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of such termination or expiration.
- 6.2 On termination or expiration of this Agreement:
- (a) Ultra shall not be required to use Delta to sell Services to Customers in the Territory; and
 - (b) Delta shall immediately cease to describe itself as an agent of Ultra.
- 6.3 On termination or expiration of this Agreement, Section 3.1(a) shall continue in full force and effect.

7. CONFIDENTIALITY

- 7.1 Each Party undertakes that it shall not at any time disclose to any Person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Section 7.2.
- 7.2 Each Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out such Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Section 7; and

(b) as may be required or expressly permitted by applicable Law or this Agreement, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

7.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by a Party shall be returned promptly to the disclosing Party on termination of this Agreement, and no copies shall be kept.

8. NOTICES

All notices, requests, claims, demands and other communications under this Agreement shall be made and delivered in conformity with Section 11.6 of the Separation and Distribution Agreement.

9. ENTIRE AGREEMENT

This Agreement, together with the documents referenced herein (including the Separation and Distribution Agreement), constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof. To the extent any provision of this Agreement conflicts with the provisions of the Separation and Distribution Agreement, the provisions of this Agreement shall be deemed to control with respect to the subject matter hereof.

10. AMENDMENT AND WAIVER

This Agreement may not be terminated, modified or amended except by an agreement in writing signed by Delta and Ultra. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable in whole in connection with a merger or consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other parties to this Agreement. No assignment permitted by this Section 11 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

12. AUTHORITY

The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

13. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

14. GOVERNING LAW; JURISDICTION

This Agreement (and any claims or disputes arising out of or related thereto or to the transactions contemplated thereby or to the inducement of any Party to enter therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common Law, statute or otherwise) shall in all respects be governed by and construed in accordance with the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any choice-of-law or conflict of law principles that might lead to the application of the Laws of any other jurisdiction. Subject to the provisions of Section 9 of the Separation and Distribution Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of (a) the Fairfax County Circuit Court and any appeals courts thereof or (b) the United States District Court for the Eastern District of Virginia and any appeals courts thereof (the courts referred to in clauses (a) and (b), the “**Virginia Courts**”), for the purposes of any suit, action or other proceeding to compel arbitration or for provisional relief in aid of arbitration in accordance with Section 9 of the Separation and Distribution Agreement or to prevent irreparable harm, and to the non-exclusive jurisdiction of the Virginia Courts for the enforcement of any award issued thereunder. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in Section 11.6 of the Separation and Distribution Agreement shall be effective service of process for any action, suit or proceeding in the Virginia Courts with respect to any matters to which it has submitted to jurisdiction in this Section 14. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Virginia Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

15. WAIVER OF JURY TRIAL

EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (a) CERTIFIES THAT 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 AND (b) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS

APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. COUNTERPARTS

This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

17. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

18. FORCE MAJEURE

No Party (or any Person acting on its behalf) 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 claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other applicable Parties of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

[Signature Page Follows]

SIGNATORY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DXC TECHNOLOGY COMPANY

By: /s/ William L. Deckelman, Jr.
Name: William L. Deckelman, Jr.
Title: Executive Vice President, General Counsel & Secretary

PERSPECTA INC.

By: /s/ William L. Deckelman, Jr.
Name: William L. Deckelman, Jr.
Title: Vice President and Secretary

DXC TECHNOLOGY COMPANY
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

On May 31, 2018, DXC Technology Company (“DXC” or the “Company”) completed the previously announced separation of its U.S. Public Sector business, Perspecta, Inc. (“Perspecta”) (the “Separation”). The Separation was accomplished through a two-for-one pro rata distribution of 100% of the outstanding common stock of Perspecta to DXC’s shareholders (the “Distribution”). Perspecta is now an independent public company trading under the symbol “PRSP” on the New York Stock Exchange.

The unaudited pro forma condensed consolidated statement of operations of DXC for the fiscal year ended March 31, 2018 assumes the Distribution had occurred on April 1, 2017. The unaudited pro forma condensed consolidated balance sheet of DXC as of March 31, 2018 assumes the Distribution had occurred on March 31, 2018. Beginning in the first quarter of fiscal 2019, Perspecta’s historical financial results for periods prior to the Distribution will be reflected in DXC’s condensed consolidated financial statements as discontinued operations.

The unaudited pro forma condensed consolidated financial statements and the accompanying notes should be read in conjunction with the audited consolidated financial statements and accompanying notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in DXC’s Form 10-K for the fiscal year ended March 31, 2018.

The information presented in the “Historical DXC” column in the unaudited pro forma condensed consolidated financial statements reflects DXC’s historical financial statements for the periods presented and do not reflect any adjustments related to the Distribution and related events.

The information presented in the “Perspecta Separation” column was derived from DXC’s audited consolidated financial statements and the related accounting records as of and for the fiscal year ended March 31, 2018.

The “Pro Forma Adjustments” column reflects adjustments to give effect to the Distribution.

The pro forma adjustments represent the Company’s current best estimates and may differ from those that will be calculated to report Perspecta as discontinued operations in DXC’s future filings. The unaudited pro forma condensed consolidated financial statements are provided for illustrative and informational purposes only and are not intended to represent or be indicative of what DXC’s results of operations or financial position would have been had the Separation occurred on the dates indicated. The unaudited pro forma condensed consolidated financial statements also should not be considered representative of DXC’s future results of operations or financial position.

See notes to the unaudited pro forma condensed consolidated financial statements for a more detailed discussion of these transactions.

DXC TECHNOLOGY COMPANY
PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)
Fiscal Year Ended March 31, 2018

(in millions, except per-share amounts)	Historical DXC	Perspecta Separation	Pro Forma Adjustments	Notes	Pro Forma* DXC Continuing Operations
Revenues	\$ 24,556	\$ (2,819)	\$ —		\$ 21,737
Costs of services (excludes depreciation and amortization and restructuring costs)	17,944	(2,098)	—		15,846
Selling, general and administrative (excludes restructuring costs)	2,010	(157)	—		1,853
Depreciation and amortization	1,964	(170)	—		1,794
Restructuring costs	803	(14)	—		789
Interest expense	335	(11)	(4)	(A)	320
Interest income	(89)	—	—		(89)
Other income, net	(82)	—	—		(82)
Total costs and expenses	22,885	(2,450)	(4)		20,431
Income before income taxes	1,671	(369)	4		1,306
Income tax benefit	(111)	(132)	1	(B)	(242)
Net income	1,782	(237)	3		1,548
Less: net income attributable to non-controlling interest, net of tax	31	—	—		31
Net income attributable to DXC common stockholders	\$ 1,751	\$ (237)	\$ 3		\$ 1,517
Income per common share:					
Basic	\$ 6.15				\$ 5.32
Diluted	\$ 6.04				\$ 5.24
Weighted average common shares outstanding for:					
Basic EPS	284.93				284.93
Diluted EPS	289.77				289.77

*Pro forma as defined under Article 11 of SEC Regulation S-X

See accompanying notes.

DXC TECHNOLOGY COMPANY
PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)
As of March 31, 2018

(in millions)	Historical DXC	Perspecta Separation	Pro Forma Adjustments	Notes	Pro Forma* DXC Continuing Operations
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 2,648	\$ —	\$ 984	(C)	\$ 3,632
Receivables, net	5,913	(459)	—		5,454
Prepaid expenses	571	(75)	—		496
Other current assets	485	(74)	—		411
Total current assets	9,617	(608)	984		9,993
Intangible assets, net	8,091	(912)	—		7,179
Goodwill	9,652	(2,031)	—		7,621
Deferred income taxes, net	373	—	—		373
Property and equipment, net	3,646	(275)	—		3,371
Other assets	2,542	(139)	—		2,403
Total Assets	\$ 33,921	\$ (3,965)	\$ 984		\$ 30,940
LIABILITIES and EQUITY					
Current liabilities:					
Short-term debt and current maturities of long-term debt	\$ 2,073	\$ (155)	\$ —		\$ 1,918
Accounts payable	1,708	(195)	—		1,513
Accrued payroll and related costs	766	(22)	—		744
Accrued expenses and other current liabilities	3,466	(339)	—		3,127
Deferred revenue and advance contract payments	1,694	(53)	—		1,641
Income taxes payable	145	(18)	—		127
Total current liabilities	9,852	(782)	—		9,070
Long-term debt, net of current maturities	6,306	(135)	(79)	(A)	6,092
Non-current deferred revenue	802	(7)	—		795
Non-current pension obligations	879	—	—		879
Non-current income tax liabilities and deferred tax liabilities	1,329	(198)	—		1,131
Other long-term liabilities	916	(72)	—		844
Total Liabilities	20,084	(1,194)	(79)		18,811
Commitments and contingencies					
DXC stockholders' equity					
Preferred stock	—	—	—		—
Common stock	3	—	—		3
Additional paid-in capital	12,210	—	—		12,210
Retained earnings/ Net Parent Investment	1,301	(2,771)	1,063	(D)	(407)
Accumulated other comprehensive income	58	—	—		58
Treasury stock	(85)	—	—		(85)
Total DXC stockholders' equity	13,487	(2,771)	1,063		11,779
Non-controlling interest in subsidiaries	350	—	—		350
Total Equity	13,837	(2,771)	1,063		12,129
Total Liabilities and Equity	\$ 33,921	\$ (3,965)	\$ 984		\$ 30,940

*Pro forma as defined under Article 11 of SEC Regulation S-X

See accompanying notes.

DXC TECHNOLOGY COMPANY
NOTES TO THE UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The unaudited pro forma condensed consolidated statement of operations for the fiscal year ended March 31, 2018 and the unaudited pro forma condensed consolidated balance sheet as of March 31, 2018 include the following pro forma adjustments:

- (A) Reflects the 7.45% senior notes due 2029 ("EDS Notes") retained by Perspecta that were not exchanged for DXC notes pursuant to DXC's offer to exchange any and all of the outstanding EDS Notes for newly issued DXC notes, which was made pursuant to the terms and conditions set forth in DXC's prospectus, dated as of January 8, 2018.
- (B) Represents the tax impact of pro forma adjustments.
- (C) Adjusted for cash dividend payment from Perspecta to DXC.
- (D) Retained earnings was adjusted as a result of pro forma adjustments.