

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

FORM 10-Q

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

For the quarterly period ended September 27, 2024
OR

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

For the transition period from _____ to _____
COMMISSION FILE NUMBER: 001-41194

MERCURY SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction of
incorporation or organization)

04-2741391
(I.R.S. Employer
Identification No.)

50 MINUTEMAN ROAD
ANDOVER MA
(Address of principal executive offices)

01810
(Zip Code)

978 - 256-1300
(Registrant's telephone number, including area code)
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.01 per share	MRCY	Nasdaq Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐
Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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. o
Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Shares of Common Stock outstanding as of October 31, 2024: 59,632,512 shares.

MERCURY SYSTEMS, INC.

INDEX

	<u>PAGE NUMBER</u>
PART I. FINANCIAL INFORMATION	
Item 1.	3
	3
	4
	5
	6
	7
Item 2.	23
Item 3.	33
Item 4.	33
PART II. OTHER INFORMATION	
Item 1.	34
Item 1A.	35
Item 5.	35
Item 6.	36
	38

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

MERCURY SYSTEMS, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)
(Unaudited)

	September 27, 2024	June 28, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 158,123	\$ 180,521
Accounts receivable, net of allowance for credit losses of \$ 1,989 and \$ 2,020 at September 27, 2024 and June 28, 2024, respectively	124,546	111,441
Unbilled receivables and costs in excess of billings, net of allowance for credit losses of \$ 5,311 and \$ 6,340 at September 27, 2024 and June 28, 2024, respectively	298,270	304,029
Inventory	351,088	335,300
Prepaid expenses and other current assets	22,289	22,493
Total current assets	954,316	953,784
Property and equipment, net	105,059	110,353
Goodwill	938,093	938,093
Intangible assets, net	239,306	250,512
Operating lease right-of-use assets, net	58,359	60,860
Deferred tax assets	66,362	58,612
Other non-current assets	7,486	6,691
Total assets	<u>\$ 2,368,981</u>	<u>\$ 2,378,905</u>
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	\$ 74,741	\$ 81,068
Accrued expenses	42,548	42,926
Accrued compensation	18,098	36,398
Income taxes payable	1,115	109
Deferred revenues and customer advances	96,292	73,915
Total current liabilities	232,794	234,416
Income taxes payable	7,713	7,713
Long-term debt	591,500	591,500
Operating lease liabilities	59,798	62,584
Other non-current liabilities	17,335	9,917
Total liabilities	909,140	906,130
Commitments and contingencies (Note L)		
Shareholders' equity:		
Preferred stock, \$ 0.01 par value; 1,000,000 shares authorized; no shares issued or outstanding	—	—
Common stock, \$ 0.01 par value; 85,000,000 shares authorized; 58,454,728 and 58,093,528 shares issued and outstanding at September 27, 2024 and June 28, 2024, respectively	584	581
Additional paid-in capital	1,253,249	1,242,402
Retained earnings	202,274	219,799
Accumulated other comprehensive income	3,734	9,993
Total shareholders' equity	1,459,841	1,472,775
Total liabilities and shareholders' equity	<u>\$ 2,368,981</u>	<u>\$ 2,378,905</u>

The accompanying notes are an integral part of the consolidated financial statements.

MERCURY SYSTEMS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except per share data)
(Unaudited)

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Net revenues	\$ 204,431	\$ 180,991
Cost of revenues	152,641	130,464
Gross margin	51,790	50,527
Operating expenses:		
Selling, general and administrative	33,153	35,794
Research and development	18,383	31,872
Amortization of intangible assets	11,235	12,547
Restructuring and other charges	2,260	9,546
Acquisition costs and other related expenses	177	969
Total operating expenses	65,208	90,728
Loss from operations	(13,418)	(40,201)
Interest income	544	103
Interest expense	(8,906)	(7,863)
Other expense, net	(1,339)	(1,774)
Loss before income tax benefit	(23,119)	(49,735)
Income tax benefit	(5,594)	(13,027)
Net loss	\$ (17,525)	\$ (36,708)
Basic net loss per share	\$ (0.30)	\$ (0.64)
Diluted net loss per share	\$ (0.30)	\$ (0.64)
Weighted-average shares outstanding:		
Basic	58,260	57,105
Diluted	58,260	57,105
Comprehensive loss:		
Net loss	\$ (17,525)	\$ (36,708)
Change in fair value of derivative instruments, net of tax	(5,885)	1,742
Foreign currency translation adjustments	(320)	420
Pension benefit plan, net of tax	(54)	(56)
Total other comprehensive (loss) income, net of tax	(6,259)	2,106
Total comprehensive loss	\$ (23,784)	\$ (34,602)

The accompanying notes are an integral part of the consolidated financial statements.

MERCURY SYSTEMS, INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)
(Unaudited)

For the First Quarter Ended September 27, 2024

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Shares	Amount				
Balance at June 28, 2024	58,094	\$ 581	\$ 1,242,402	\$ 219,799	\$ 9,993	\$ 1,472,775
Issuance of common stock under employee stock incentive plans	235	2	(2)	—	—	—
Issuance of common stock under defined contribution plan	126	1	4,511	—	—	4,512
Stock-based compensation	—	—	6,338	—	—	6,338
Net loss	—	—	—	(17,525)	—	(17,525)
Other comprehensive loss	—	—	—	—	(6,259)	(6,259)
Balance at September 27, 2024	58,455	\$ 584	\$ 1,253,249	\$ 202,274	\$ 3,734	\$ 1,459,841

For the First Quarter Ended September 29, 2023

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Shares	Amount				
Balance at June 30, 2023	56,962	\$ 570	\$ 1,196,847	\$ 357,439	\$ 11,829	\$ 1,566,685
Issuance of common stock under employee stock incentive plans	187	2	(2)	—	—	—
Issuance of common stock under defined contribution plan	125	1	4,637	—	—	4,638
Stock-based compensation	—	—	4,091	—	—	4,091
Net loss	—	—	—	(36,708)	—	(36,708)
Other comprehensive income	—	—	—	—	2,106	2,106
Balance at September 29, 2023	57,274	\$ 573	\$ 1,205,573	\$ 320,731	\$ 13,935	\$ 1,540,812

The accompanying notes are an integral part of the consolidated financial statements.

MERCURY SYSTEMS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Cash flows from operating activities:		
Net loss	\$ (17,525)	\$ (36,708)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	21,220	22,692
Stock-based compensation expense	6,092	4,117
Stock-based matching contributions on defined contribution plan	4,432	4,841
Benefit for deferred income taxes	(7,847)	(12,795)
Provision for bad debt	218	36
Other non-cash items	2,707	150
Cash settlement for termination of interest rate swap	—	7,403
Changes in operating assets and liabilities:		
Accounts receivable, unbilled receivables, and costs in excess of billings	(6,148)	27,046
Inventory	(13,907)	(27,630)
Prepaid income taxes	(63)	(765)
Prepaid expenses and other current assets	1,982	(1,813)
Other non-current assets	1,840	2,315
Accounts payable, accrued expenses, and accrued compensation	(27,004)	(13,020)
Deferred revenues and customer advances	21,239	1,760
Income taxes payable	978	(13,863)
Other non-current liabilities	(2,874)	(2,834)
Net cash used in operating activities	(14,660)	(39,068)
Cash flows from investing activities:		
Purchases of property and equipment	(6,236)	(8,015)
Net cash used in investing activities	(6,236)	(8,015)
Cash flows from financing activities:		
Borrowings under credit facilities	—	65,000
Payments of deferred financing and offering costs	(2,249)	—
Net cash (used in) provided by financing activities	(2,249)	65,000
Effect of exchange rate changes on cash and cash equivalents	747	(111)
Net (decrease) increase in cash and cash equivalents	(22,398)	17,806
Cash and cash equivalents at beginning of period	180,521	71,563
Cash and cash equivalents at end of period	\$ 158,123	\$ 89,369
Cash paid (received) during the period for:		
Interest	\$ 8,898	\$ 6,417
Income taxes (refunded) paid, net	\$ (923)	\$ 14,568
Supplemental disclosures—non-cash activities:		
Non-cash investing activity: Purchases of property and equipment incurred but not yet paid	\$ 3,300	\$ 6,192

The accompanying notes are an integral part of the consolidated financial statements.

MERCURY SYSTEMS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands except per share data)

(Unaudited)

A. Description of Business

Mercury Systems, Inc. (the Company) is a technology company that delivers mission-critical processing power to the edge - where signals and data are collected - to solve the most pressing aerospace and defense challenges. Mercury's products and solutions are deployed in more than 300 programs and across 35 countries. The Company is headquartered in Andover, Massachusetts, and has over 20 locations worldwide.

The Mercury Processing Platform is the unique advantage the Company provides to its customers. It comprises the innovative technologies the Company has developed and acquired for more than 40 years that brings integrated, mission-critical processing capabilities to the edge. The Company's processing platform spans the full breadth of signal processing—from RF front end to the human-machine interface—to rapidly convert meaningful data, gathered in the most remote and hostile environments, into critical decisions. It allows the Company to offer standard products and custom solutions from silicon to system scale, including components, modules, subsystems, and systems, and it embodies the customer-centric approach the Company takes to delivering capabilities that are mission-ready, trusted and secure, software-defined, and open and modular.

B. Summary of Significant Accounting Policies

BASIS OF PRESENTATION

The accompanying consolidated financial statements have been prepared by the Company in accordance with Generally Accepted Accounting Principles ("GAAP") in the United States of America for interim financial information and with the instructions to the Form 10-Q and Article 10 of Regulation S-X. Certain information and footnote disclosures normally included in annual consolidated financial statements have been condensed or omitted pursuant to those rules and regulations; however, in the opinion of management the financial information reflects all adjustments, consisting of adjustments of a normal recurring nature, necessary for fair presentation. These consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes for the fiscal year ended June 28, 2024, which are contained in the Company's Annual Report on Form 10-K filed with the SEC on August 13, 2024. The results for the first quarter ended September 27, 2024 are not necessarily indicative of the results to be expected for the full fiscal year.

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

All references to the first quarter of fiscal 2025 are to the quarter ended September 27, 2024. There were 13 weeks during the first quarters ended September 27, 2024 and September 29, 2023, respectively.

USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

FOREIGN CURRENCY

Local currencies are the functional currency for the Company's subsidiaries in Switzerland, the United Kingdom, Spain and Canada. The accounts of foreign subsidiaries are translated using exchange rates in effect at period-end for assets and liabilities and at average exchange rates during the period for results of operations. The related translation adjustments are reported in Accumulated other comprehensive income ("AOCI") in shareholders' equity. Gains (losses) resulting from non-U.S. currency transactions are included in Other expense, net in the Consolidated Statements of Operations and Comprehensive Loss and were immaterial for all periods presented.

ACCOUNTS RECEIVABLE

Accounts receivable, net, represents amounts that have been billed and are currently due from customers. The Company maintains an allowance for credit losses to provide for the estimated amount of receivables that will not be collected. The Company provides credit to customers in the normal course of business. The Company performs ongoing credit evaluations of its customers' financial condition and limits the amount of credit extended as necessary. The allowance is based upon an assessment of the customer's credit worthiness, reasonable forecasts about the future, history with the customer, and the age of

the receivable balance. The Company typically invoices a customer upon shipment of the product (or completion of a service) for contracts where revenue is recognized at a point in time. For contracts where revenue is recognized over time, the invoicing events are typically based on specified performance obligation deliverables or milestone events, or quantifiable measures of performance.

ACCOUNTS RECEIVABLES FACTORING

On September 27, 2022, the Company executed an uncommitted receivables purchase agreement ("RPA"), pursuant to which the Company may offer to sell certain customer receivables, subject to the terms and conditions of the RPA. The RPA is an uncommitted arrangement such that the Company is not obligated to sell any receivables and the party has no obligation to purchase any receivables from the Company. Pursuant to the RPA, the party may purchase certain of the Company's customer receivables at a discounted rate, subject to a limit that as of any date, the total amount of purchased receivables held by the party, less the amount of all collections received on such receivables, may not exceed \$ 20,000 . The RPA has an indefinite term and the agreement remains in effect until it is terminated by either party. Factoring under the RPA Agreement is treated as a true sale of accounts receivable by the Company. The Company has continued involvement in servicing accounts receivable under the RPA, but no retained interests related to the factored accounts receivable. On March 14, 2023, the Company amended the RPA to increase the capacity from \$ 20,000 to \$ 30,600 . On June 21, 2023, the Company further amended the RPA to increase the capacity from \$ 30,600 to \$ 60,000 . On August 13, 2024, the Company terminated the RPA in conjunction with entering into a new receivables purchase and service agreement.

On August 13, 2024, the Company entered into a \$ 60,000 committed receivables purchase and servicing agreement ("RPSA") with a new party. The RPSA has an initial term of two years. Pursuant to the RPSA, the new party has committed to purchase receivables from a certain number of agreed upon customers, maintaining a balance of purchased receivables at or below \$ 60,000 . Under the RPSA, a portion of the factored receivables is paid by the counterparty in cash and classified as a deferred purchase price receivable, which is paid as receivables are collected by the Company.

Proceeds for amounts factored by the Company are recorded as an increase to cash and a reduction to accounts receivable outstanding in the Consolidated Balance Sheets. Cash Flows attributable to factored receivables are reflected as cash flows from operating activities in the Company's Consolidated Statements of Cash Flows. Factoring fees are included as selling, general and administrative expenses in the Company's Consolidated Statements of Operations and Comprehensive Loss.

The Company had \$ 43,659 and \$ 362 of factored accounts receivables and factoring fees, respectively, for the first quarter ended September 27, 2024. At September 27, 2024, the Company had \$ 18,835 of factored receivables included in Accounts receivable, net allowance for credit losses on Consolidated Balance Sheet. The Company had \$ 28,826 and \$ 308 of factored accounts receivables and factoring fees, respectively, for the first quarter ended September 29, 2023.

DERIVATIVES

The Company records the fair value of its derivative financial instruments in its consolidated financial statements in Other non-current assets, or Other non-current liabilities depending on their net position, regardless of the purpose or intent for holding the derivative contract. Changes in the fair value of the derivative financial instruments are either recognized periodically in earnings or in shareholders' equity as a component of Other comprehensive income (loss) ("OCI"). Changes in the fair value of cash flow hedges that qualify for hedge accounting treatment are recorded in OCI and reclassified into earnings in the same line item on the Consolidated Statements of Operations and Comprehensive Loss as the impact of the hedged transaction when the underlying contract matures and, for interest rate exposure derivatives, over the term of the corresponding debt instrument. Changes in the fair values of derivatives not qualifying for hedge accounting are reported in earnings as they occur. All derivatives for the Company qualified for hedge accounting as of September 27, 2024.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*, ("ASC 606"). Revenues are derived from the sales of products that are grouped into one of the following three categories: (i) components; (ii) modules and sub-assemblies; and (iii) integrated solutions. The Company also generates revenues from the performance of services, including systems engineering support, consulting, maintenance and other support, testing and installation. Each promised good or service within a contract is accounted for separately under the guidance of ASC 606 if they are distinct. Promised goods or services not meeting the criteria for being a distinct performance obligation are bundled into a single performance obligation with other goods or services that together meet the criteria for being distinct. The appropriate allocation of the transaction price and recognition of revenue is then determined for the bundled performance obligation.

Revenue recognized at a point in time generally relates to contracts that include a combination of components, modules and sub-assemblies, integrated solutions and related system integration or other services. Contracts with distinct performance obligations recognized at a point in time, with or without an allocation of the transaction price, totaled 45 % and 42 % of revenues for the first quarters ended September 27, 2024 and September 29, 2023, respectively.

The Company also engages in contracts for development, production and service activities and recognizes revenue for performance obligations over time. These over time contracts involve the design, development, manufacture, or modification of complex modules and sub-assemblies or integrated solutions and related services. Over time contracts include both fixed-price and cost reimbursable contracts. The Company's cost reimbursable contracts typically include cost-plus fixed fee and time and material contracts.

Accounting for contracts recognized over time requires significant judgment relative to estimating total contract revenues and costs. In particular, this includes assumptions relative to the amount of time to complete the contract and the assessment of the nature and complexity of the work to be performed and the impact of contract amendments which may result in cumulative adjustments. The Company's estimates are based upon the professional knowledge and experience of its engineers, operations, program managers and other personnel, who review each over time contract monthly to assess the contract's schedule, performance, technical matters and estimated cost at completion. Changes in estimates are applied retrospectively and when adjustments in estimated contract costs are identified, such revisions may result in current period adjustments to earnings applicable to performance in prior periods. The aggregate effects of these favorable and unfavorable changes across the Company's portfolio of programs can have a significant effect upon its reported Loss from operations, Net loss and Diluted net loss per share in each of the reporting periods. The net impact of changes in estimates had the following impact on the Company's operating results:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
<i>(In thousands, except per share data)</i>		
Loss from operations	\$ (8,293)	\$ (16,463)
Net loss (1)	\$ (6,054)	\$ (12,018)
Diluted net loss per share	\$ (0.10)	\$ (0.21)
Diluted Shares	58,260	57,105
(1) Federal and state statutory rate of 27%		

Total revenue recognized over time was 55 % and 58 % of total revenues for the first quarters ended September 27, 2024 and September 29, 2023, respectively.

The Company generally does not provide its customers with rights of product return other than those related to assurance warranty provisions that permit repair or replacement of defective goods generally over a period of 12 to 36 months. The Company accrues for anticipated warranty costs upon product shipment. The Company does not consider activities related to such assurance warranties, if any, to be a separate performance obligation. The Company does offer separately priced extended warranties which generally range from 12 to 36 months that are treated as separate performance obligations. The transaction price allocated to extended warranties is recognized over time in proportion to the costs expected to be incurred in satisfying the obligations under the contract.

The Company's contracts generally do not include significant financing components. The Company's over time contracts may include milestone payments, which align the payment schedule with the progress towards completion on the performance obligation. Otherwise, the Company's contracts are predicated on payment upon completion of the performance obligation. On certain contracts, the Company may be entitled to receive an advance payment, which is not considered a significant financing component because most contracts have a duration of approximately two years on average and it is used to facilitate inventory demands at the onset of a contract and to safeguard the Company from the failure of the other party to abide by some or all of their obligations under the contract.

All revenues are reported net of government assessed taxes (e.g., sales taxes or value-added taxes). Refer to Note K for disaggregation of revenue for the period.

CONTRACT BALANCES

Contract balances result from the timing of revenue recognized, billings and cash collections resulting in the generation of contract assets and liabilities. Contract assets represent revenue recognized in excess of amounts invoiced to the customer and the right to payment is not subject to the passage of time. Instead, while the Company has an enforceable right to payment as progress is made over performance obligations, billings to customers are generally predicated on (i) completion of defined milestones, (ii) monthly costs incurred or (iii) final delivery of goods or services. Contract assets are presented as Unbilled receivables and costs in excess of billings, net of allowance for credit losses on the Company's Consolidated Balance Sheets. Contract liabilities consist of deferred product revenue, billings in excess of revenues, deferred service revenue and customer advances. Deferred product revenue represents amounts that have been invoiced to customers, but are not yet recognizable as revenue because the Company has not satisfied its performance obligations under the contract. Billings in excess of revenues represents milestone billing contracts where the billings of the contract exceed recognized revenues. Deferred service revenue primarily represents amounts invoiced to customers for annual maintenance contracts or extended warranty contracts, which are recognized over time in proportion to the costs expected to be incurred in satisfying the obligations under the contract. Customer advances represent deposits received from customers on an order. Contract liabilities are included in deferred revenue as well as Other non-current liabilities on the Company's Consolidated Balance Sheets. Contract balances are reported in a net position on a contract-by-contract basis.

The contract asset balances were \$ 298,270 and \$ 304,029 as of September 27, 2024 and June 28, 2024, respectively. The contract asset balance decreased due to \$ 117,865 of billings, offset by revenue recognized under over time contracts of \$ 112,106 during the first quarter ended September 27, 2024. The contract liability balances were \$ 96,859 and \$ 74,367 as of September 27, 2024 and June 28, 2024, respectively. The contract liability increased due to a higher volume of milestone billing events as well as timing of revenue recognized across multiple programs.

Revenue recognized for the first quarter ended September 27, 2024 that was included in the contract liability balance at June 28, 2024 was \$ 26,411 . Revenue recognized for the first quarter ended September 29, 2023 that was included in the contract liability balance at June 30, 2023 was \$ 21,015 .

REMAINING PERFORMANCE OBLIGATIONS

The Company includes in its computation of remaining performance obligations customer orders for which it has accepted executed sales orders. The definition of remaining performance obligations excludes contracts with original expected durations of less than one year, as well as those contracts that provide the customer with the right to cancel or terminate the order with no substantial penalty, even if the Company's historical experience indicates the likelihood of cancellation or termination is remote. As of September 27, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was \$ 765,775 . The Company expects to recognize approximately 54 % of its remaining performance obligations as revenue in the next 12 months and the balance thereafter.

LONG-LIVED ASSETS

Long-lived assets primarily include property and equipment, intangible assets and right-of-use ("ROU") assets. The Company regularly evaluates its long-lived assets for events and circumstances that indicate a potential impairment in accordance with ASC 360, *Property, Plant and Equipment* ("ASC 360"). The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a comparison of the estimated undiscounted cash flows of the asset as compared to the recorded value of the asset. If impairment is indicated, the asset is written down to its estimated fair value.

GOODWILL AND INTANGIBLE ASSETS

Goodwill is the amount by which the purchase price of a business acquisition exceeded the fair values of the net identifiable assets on the date of purchase (see Note E). In accordance with the requirements of Intangibles-Goodwill and Other ("ASC 350"), goodwill is not amortized. Goodwill is assessed for impairment at least annually, on a reporting unit basis, or when events and circumstances ("triggering event") occur indicating that the recorded goodwill may be impaired. Potential triggering events include macroeconomic conditions, industry and market considerations, financial performance and expectations of projected financial performance and cash flows, and changes in the Company's stock price in relation to the carrying value of its reporting units, among other relevant factors. Adverse changes to these events and circumstances could require the Company to perform an interim impairment test.

Intangible assets result from the Company's various business acquisitions and certain licensed technologies, and consist of identifiable intangible assets, including completed technology, licensing agreements, patents, customer relationships, trademarks, backlog and non-compete agreements. Intangible assets are reported at cost, net of accumulated amortization and

are either amortized on a straight-line basis over their estimated useful lives of up to 12.5 years or over the period the economic benefits of the intangible asset are consumed.

PRODUCT WARRANTY ACCRUAL

The Company's product sales generally include a 12 to 36 month standard hardware warranty. At time of product shipment, the Company accrues for the estimated cost to repair or replace potentially defective products. Estimated warranty costs are based upon prior actual warranty costs for substantially similar transactions and any specifically identified warranty requirements. Product warranty accrual is included as part of accrued expenses in the accompanying Consolidated Balance Sheets. The following table presents the changes in the Company's product warranty accrual.

	Total
Balance at June 28, 2024	\$ 5,721
Accruals for warranties issued during the period	97
Settlements made during the period	(998)
Balance at September 27, 2024	\$ 4,820

WEIGHTED-AVERAGE SHARES

Weighted-average shares were calculated as follows:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Basic weighted-average shares outstanding	58,260	57,105
Effect of dilutive equity instruments	—	—
Diluted weighted-average shares outstanding	58,260	57,105

Equity instruments to purchase 2,694 and 1,912 shares of common stock were not included in the calculation of diluted net loss per share for the first quarters ended September 27, 2024 and September 29, 2023, respectively, because the equity instruments were anti-dilutive.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (ASC 280): Improvements to Reportable Segment Disclosures*, an amendment of the FASB Accounting Standards Codification. The amendments in this ASU address improvements to reportable segment disclosure requirements, specifically requiring disclosure of significant segment expenses. The amendment also extends certain annual disclosures to interim periods, and clarifies that single reportable segment entities must apply ASC 280 in its entirety, inclusive of this update. This ASU is effective for fiscal years beginning after December 15, 2023, as well as all interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted, including adoption in an interim period. The Company is currently evaluating the effect that this standard will have on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, *Improvement to Income Tax Disclosures*, an amendment of the FASB Accounting Standards Codification. The amendments in this ASU enact new income tax disclosure requirements in addition to modifying existing requirements. The amendment requires entities to categorize and provide greater disaggregation of information in the rate reconciliation and income taxes paid disclosures. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the effect that this standard will have on its consolidated financial statements and related disclosures.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

The Company has evaluated all issued accounting pronouncements and determined there were no recently adopted accounting pronouncements.

C. Fair Value of Financial Instruments

The following table summarizes the Companies' financial instruments measured at fair value on a recurring basis as of September 27, 2024:

	Fair Value Measurements			
	September 27, 2024	Level 1	Level 2	Level 3
Liabilities:				
Interest rate swap	\$ 9,628	\$ —	\$ 9,628	\$ —
Total	\$ 9,628	\$ —	\$ 9,628	\$ —

The carrying values of cash and cash equivalents, including money market funds, restricted cash, accounts receivable and payable, contract assets and liabilities and accrued liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The Company determined the carrying value of long-term debt approximated fair value due to variable interest rates charged on the borrowings, which reprice frequently.

During the first quarter ended September 29, 2023, the Company entered into an interest rate hedging agreement (the "September 2023 Swap"). The fair value of the September 2023 Swap is estimated using a discounted cash flow analysis based on the contractual terms of the derivative, leveraging observable inputs other than quoted prices, such as interest rates. As of September 27, 2024, the fair value of the September 2023 Swap was a liability of \$ 9,628 and is included within Other non-current liabilities in the Company's Consolidated Balance Sheets. As of June 28, 2024, the fair value of the September 2023 Swap was a liability of \$ 2,436 and was included within Other non-current liabilities in the Company's Consolidated Balance Sheets.

The following table summarizes the Companies' financial instruments measured at fair value on a recurring basis as of June 28, 2024:

	Fair Value Measurements			
	June 28, 2024	Level 1	Level 2	Level 3
Liabilities:				
Interest rate swap	\$ 2,436	\$ —	\$ 2,436	\$ —
Total assets measured at fair value	\$ 2,436	\$ —	\$ 2,436	\$ —

The fair value of the September 2023 Swap is estimated using a discounted cash flow analysis based on the contractual terms of the derivative, leveraging observable inputs other than quoted prices, such as interest rates.

Refer to Note M for further information regarding the September 2023 Swap .

D. Inventory

Inventory is stated at the lower of cost (first-in, first-out) or net realizable value, and consists of materials, labor and overhead. On a quarterly basis, the Company uses consistent methodologies to evaluate inventory for net realizable value. Once an item is written down, the value becomes the new inventory cost basis. The Company reduces the value of inventory for excess and obsolete inventory, consisting of on-hand inventory in excess of estimated usage. The excess and obsolete inventory evaluation is based upon assumptions about future demand, historical usage, product mix and possible alternative uses. Inventory was comprised of the following:

	As of	
	September 27, 2024	June 28, 2024
Raw materials	\$ 206,986	\$ 200,501
Work in process	124,321	118,060
Finished goods	19,781	16,739
Total	\$ 351,088	\$ 335,300

E. Goodwill

In accordance with FASB ASC 350, *Intangibles-Goodwill and Other* ("ASC 350"), the Company determines its reporting units based upon whether discrete financial information is available, if management regularly reviews the operating results of the component, the nature of the products offered to customers and the market characteristics of each reporting unit. A reporting unit is considered to be an operating segment or one level below an operating segment also known as a component. Component level financial information is reviewed by management across two divisions: Mission Systems and Microelectronics. Accordingly, these were determined to be the Company's reporting units.

The Company performs its annual goodwill impairment test in the fourth quarter of each fiscal year. The Company estimates its fair value and compares the fair value with the carrying value of its reporting units, including goodwill using an income approach based upon a discounted cash flow ("DCF") model to calculate the present value of cash flows to estimate its implied fair value. The future cash flows for the Company's reporting units are projected based on the Company's estimates, at that time, of future revenues, expenses, capital expenditures, and working capital. The discount rates used in the Company's DCF model were based on a weighted-average cost of capital ("WACC") determined from relevant market comparisons, adjusted upward for specific reporting unit risks (primarily the uncertainty of achieving projected operating cash flows). A terminal value growth rate is applied to the final year of the projected period, which reflects the Company's estimate of stable, perpetual growth. The Company then calculated a present value of the respective cash flows for each reporting unit to arrive at an estimate of fair value under the income approach. In addition, the Company uses the market approach, which compares the reporting unit to publicly traded companies and transactions involving similar businesses, to support the conclusions of the income approach. Finally, the Company compared its estimates of fair values to its total market capitalization to assess the reasonableness of the reporting units combined determined fair value.

The Company also assesses potential triggering events during interim reporting periods. During the first quarter ended September 27, 2024, the Company assessed events and circumstances to consider its reporting units for a potential triggering event, including: macroeconomic conditions, industry and market considerations, financial performance and expectations of projected financial performance and cash flows, changes in the Company's stock price in relation to the carrying value of its reporting units, among other relevant factors. The Company concluded that there were no triggering events during the period that would require an interim impairment test.

F. Restructuring

During the first quarter ended September 27, 2024, the Company incurred \$ 2,260 of severance costs. The Company incurs restructuring and other charges in connection with management's decision to undertake certain actions to realign operating expenses through workforce reductions and the closure of certain Company facilities, businesses and product lines. All of the restructuring and other charges are classified as Operating expenses in the Consolidated Statements of Operations and Comprehensive Loss and any remaining restructuring obligations are expected to be paid within the next twelve months. The restructuring liability is classified as Accrued expenses in the Consolidated Balance Sheets.

The following table presents the detail of charges included in the Company's liability for restructuring and other charges:

	Severance & Related	
Balance at June 28, 2024	\$	8,758
Restructuring charges		2,260
Cash paid		(6,185)
Balance at September 27, 2024	\$	4,833

G. Income Taxes

The Company recorded an income tax benefit of \$ 5,594 and \$ 13,027 on a loss before income taxes of \$ 23,119 and \$ 49,735 for the first quarters ended September 27, 2024 and September 29, 2023, respectively.

During the first quarters ended September 27, 2024 and September 29, 2023, the Company recognized a tax provision of \$ 219 and \$ 1,215 related to stock compensation shortfalls, respectively.

The effective tax rate for the first quarter ended September 27, 2024 differed from the federal statutory rate primarily due to federal and state research and development credits, non-deductible compensation and state taxes. The effective tax rate for the first quarter ended September 29, 2023 differed from the federal statutory rate primarily due to federal and state research and development credits and state taxes.

The Company continues to maintain a valuation allowance on the majority of its foreign net operating loss carryforwards and state research and developmental tax credit carryforwards. Based on forecasted taxable income and the scheduled reversal of the remaining deferred tax assets, the Company believes it is more likely than not that all other deferred tax assets will be recognized.

H. Debt

REVOLVING CREDIT FACILITY

The Company maintains a 5 -year revolving credit facility (the "Revolver") with a maturity extended to February 28, 2027. As of September 27, 2024, the Company's outstanding balance of unamortized deferred financing costs was \$ 5,108 , which is being amortized to Other expense, net in the Consolidated Statements of Operations and Comprehensive Loss on a straight line basis over the term of the Revolver and includes the costs incurred in conjunction with the August 2024 amendment to the Revolver.

On November 7, 2023, due to the uncertainty surrounding a government shutdown or prolonged continuing resolution and the potential impact on the second quarter and fiscal 2024 results, the Company proactively executed Amendment No. 5 to the Revolver, as amended to date, with a syndicate of commercial banks and Bank of America, N.A acting as the administrative agent allowing for a temporary increase in the Consolidated Total Net Leverage Ratio covenant requirement from 4.50 to 5.25 for the second quarter ended December 29, 2023. In conjunction with Amendment No. 5 to the Revolver, the Company incurred \$ 1,931 of new deferred financing costs that will be amortized over the remaining term of the Revolver. Refer to exhibit 10.1 on Form 8-K filed by the Company with the SEC on November 7, 2023.

On August 13, 2024, the Company executed Amendment No. 6 to the Revolver, decreasing the permanent borrowing capacity to \$ 900,000 , with a temporary reduction in credit availability to \$ 750,000 until the Company meets a minimum consolidated EBITDA level, as defined in the Amendment No. 6 to the Revolver. In conjunction with Amendment No. 6 to the Revolver, the Company incurred \$ 2,249 of new deferred financing costs that will be amortized over the remaining term of the Revolver. As part of the amendment, the Company wrote off \$ 714 of previously deferred financing costs associated with the line of credit facility prior to the amendment. This write-off is included in Other expense, net in the Consolidated Statements of Operations and Comprehensive Loss. Refer to exhibit 10.7.6 on Form 10-K filed by the Company with the SEC on August 13, 2024.

During the first quarter ended September 27, 2024, the Company made no additional borrowings. As of September 27, 2024, the Company was in compliance with all covenants and conditions under the Revolver and there were outstanding borrowings of \$ 591,500 against the Revolver, resulting in interest expense of \$ 8,906 for the first quarter ended September 27, 2024. The borrowing capacity as defined under the Revolver as of September 27, 2024 is approximately \$ 750,000 less outstanding borrowings of \$ 591,500 . There were outstanding letters of credit of \$ 753 as of September 27, 2024.

I. Employee Benefit Plan

PENSION PLAN

The Company maintains a defined benefit pension plan (the "Plan") for its Swiss employees, which is administered by an independent pension fund. The Plan is mandated by Swiss law and meets the criteria for a defined benefit plan under ASC 715, *Compensation—Retirement Benefits* ("ASC 715"), because participants of the Plan are entitled to a defined rate of return on contributions made. The independent pension fund is a multi-employer plan with unrestricted joint liability for all participating companies for which the Plan's overfunding or underfunding is allocated to each participating company based on an allocation key determined by the Plan.

The Company recognizes a net asset or liability for the Plan equal to the difference between the projected benefit obligation of the Plan and the fair value of the Plan's assets as required by ASC 715. The funded status may vary from year to year due to changes in the fair value of the Plan's assets and variations on the underlying assumptions of the projected benefit obligation of the Plan. The Plan's funded status at September 27, 2024 was a net liability of \$ 5,383 , which is recorded in Other non-current liabilities on the Consolidated Balance Sheet. The Company recognized net periodic benefit costs of \$ 232 and \$ 207 associated with the Plan and a net loss of \$ 54 and \$ 56 in AOCI during the first quarters ended September 27, 2024 and September 29, 2023, respectively. The Company's total expected employer contributions to the Plan during fiscal 2025 are \$ 959 .

401(k) Plan

The Company maintains a qualified 401(k) plan (the "401(k) Plan") for its U.S. employees and matches participants' contributions to the plan of up to 6 % of their eligible annual compensation in Company stock. The Company may also make optional contributions to the plan for any plan year at its discretion. The Company had \$ 2,981 and \$ 2,901 of capitalized stock-based 401(k) matching compensation expense on the Consolidated Balance Sheets at September 27, 2024 and June 28, 2024, respectively. Stock-based 401(k) matching compensation cost is measured based on the value of the matching amount and is recognized as expense as incurred. During the first quarter ended September 27, 2024, the Company recognized share-based matching contributions related to the 401(k) plan of \$ 4,432 , as compared to \$ 4,841 during the first quarter ended September 29, 2023.

Deferred Compensation Plan

The Company implemented a nonqualified deferred compensation plan as of January 1, 2024, under which eligible employees may defer up to 50% of their base salaries and up to 100% of their annual incentive bonuses. The Company may also make employer contributions to participant accounts in its sole discretion, and for calendar year 2024, will match participants' deferrals under the plan of up to 6% of their eligible annual compensation in the form of deferred stock units (or at the Company's election, a cash deferral credited to participants' account balances). The Company's matching obligation for 2024 is subject to the satisfaction of a financial performance condition for the Company's four fiscal quarters corresponding to the 2024 calendar year. Participant deferrals under the plan are held in a Rabbi trust and are subject to the claims of the Company's creditors. Assets held by the Rabbi trust are classified as trading securities and are recorded at fair value, with changes in value recorded as adjustments to other income. All deferrals or employer contributions under the plan, and all earnings thereon, are fully vested as and when made or credited to plan participants.

As of September 27, 2024, the Company held assets under the Rabbi trust of \$ 183 , and was subject to liabilities for amounts payable under the plan to participants (including accrued employer matching contributions not yet credited to plan participants) of \$ 183 . Assets related to this plan are included in Other assets, and liabilities related to this plan are included in Other long-term liabilities in the Consolidated Balance Sheets. During the first quarter ended September 27, 2024, the Company recognized an immaterial value of compensation expense as a result of changes in the value of notional investments selected by plan participants for the investment of their plan account balances, with the same amount being recorded as other income attributable to changes in the market value of the assets held by the Rabbi trust. The nonqualified deferred compensation plan was not in place as of the first quarter ended September 29, 2023.

J. Stock-Based Compensation

STOCK INCENTIVE PLANS

At September 27, 2024, the aggregate number of shares authorized for issuance under the Company's Amended and Restated 2018 Stock Incentive Plan (the "2018 Plan") is 7,862 shares, including 3,000 shares approved by the Company's shareholders on October 28, 2020 and 2,000 shares approved for future grant under the 2018 Plan by the Company's shareholders on October 26, 2022. On October 25, 2023, the Company's shareholders approved an additional 3,450 shares to be added to the 2018 plan. The 2018 Plan shares available for issuance also include 948 shares rolled into the 2018 Plan that were available for future grant under the Company's 2005 Stock Incentive Plan, as amended and restated (the "2005 Plan"). The 2018 Plan replaced the 2005 Plan. The shares authorized for issuance under the 2018 Plan will continue to be increased by any future cancellations, forfeitures or terminations of awards under the 2005 Plan. The foregoing does not affect any outstanding awards under the 2005 Plan, which remain in full force and effect in accordance with their terms. The 2018 Plan provides for the grant of non-qualified and incentive stock options, restricted stock, stock appreciation rights and deferred stock awards to employees and non-employees. Stock options must be granted with an exercise price of not less than 100 % of the fair value of the Company's common stock on the date of grant and the options generally have a term of seven years . There were 3,091 available shares for future grant under the 2018 Plan at September 27, 2024.

As part of the Company's ongoing annual equity grant program for employees, the Company grants performance-based restricted stock awards to certain executives and employees pursuant to the 2018 Plan. Performance awards vest based on the requisite service period subject to the achievement of specific financial performance targets. Based on the performance targets, some of these awards require graded vesting which results in more rapid expense recognition compared to traditional time-based vesting over the same vesting period. The Company monitors the probability of achieving the performance targets on a quarterly basis and may adjust periodic stock compensation expense accordingly based on its determination of the likelihood for reaching targets. The performance targets generally include the achievement of financial performance goals, either on an absolute basis or relative to a peer group of companies. Payouts under performance-based restricted stock awards may also be

subject to modification based on Mercury's total shareholder return relative to the component companies within the Spade Defense Index.

EMPLOYEE STOCK PURCHASE PLAN

The Company's 1997 Employee Stock Purchase Plan, as amended and restated (the "1997 ESPP") was terminated in accordance with its terms effective May 14, 2024. Under the 1997 ESPP, rights were granted to purchase shares of common stock at 85 % of the lesser of the market value of such shares at either the beginning or the end of each six-month offering period. The 1997 ESPP permitted employees to purchase common stock through payroll deductions, which may not have exceeded 10 % of an employee's compensation as defined in the 1997 ESPP. There were no shares issued under the 1997 ESPP during the first quarter ended September 29, 2023.

The Company adopted a new employee stock purchase plan (the "2024 ESPP") in April 2024. The Company's shareholders approved the plan at the Company's 2024 annual meeting of shareholders, held on October 23, 2024. The number of shares authorized for issuance under the 2024 ESPP is 1,000 shares. Under the 2024 ESPP, rights are granted to purchase shares of common stock at 85 % of the lesser of the market value of such shares at either the beginning or the end of each six-month offering period. The 2024 ESPP permits employees to purchase common stock through payroll deductions, which may not exceed 10 % of an employee's compensation as defined in the 2024 ESPP. As of September 27, 2024, no shares have been issued under the 2024 ESPP.

STOCK OPTION AND AWARD ACTIVITY

On August 15, 2023, the Company announced that William L. Ballhaus was appointed as the Company's President and Chief Executive Officer. Mr. Ballhaus received an onboarding grant of premium-priced stock options ("New Hire Option") under the 2018 Plan. The Company and Mr. Ballhaus are parties to an employment agreement, which is included in exhibit 10.1 on Form 8-K filed by the Company with the SEC on August 15, 2023.

The following table summarizes activity of the Company's stock option plans since June 28, 2024:

	Options Outstanding				Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value as of September 27, 2024
	Number of Shares	Weighted Average Grant Date Fair Value	Weighted Average Exercise Price			
Outstanding at June 28, 2024	934	\$ 12.71	\$ 45.00			—
Granted	—		—			
Exercised	—		—			
Canceled	—		—			
Outstanding at September 27, 2024	934	\$ 12.71	\$ 45.00	3.45		—
Exercisable at September 27, 2024	—	\$ —	\$ —	—		—

There were no options vested or exercised during the first quarter ended September 27, 2024. Non-vested stock options are subject to the risk of forfeiture until the fulfillment of specified conditions. As of September 27, 2024, there was \$ 8,360 of total unrecognized compensation cost related to non-vested options granted that is expected to be recognized over a weighted-average period of 2.45 years from September 27, 2024. There were no stock options granted during fiscal year ended June 28, 2024.

The following table summarizes the status of the Company's non-vested restricted stock awards and deferred stock awards since June 28, 2024:

	Non-vested Restricted Stock Awards	
	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at June 28, 2024	1,526	\$ 41.35
Granted	895	40.08
Vested	(235)	44.61
Forfeited	(63)	44.18
Outstanding at September 27, 2024	2,123	\$ 40.31

STOCK-BASED COMPENSATION EXPENSE

The Company recognizes expense for its share-based payment plans in the Consolidated Statements of Operations and Comprehensive Loss in accordance with ASC 718, *Compensation - Stock Compensation* ("ASC 718"). The Company had \$ 715 and \$ 456 of capitalized stock-based compensation expense on the Consolidated Balance Sheets for the periods ended September 27, 2024 and June 28, 2024, respectively. Under the fair value recognition provisions of ASC 718, stock-based compensation cost is measured at the grant date based on the value of the award and is recognized as expense over the service period, net of estimated forfeitures.

The following table presents share-based compensation expenses included in the Company's Consolidated Statements of Operations and Comprehensive Loss:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Cost of revenues	\$ 113	\$ 816
Selling, general and administrative	4,611	1,761
Research and development	1,368	1,540
Stock-based compensation expense before tax	6,092	4,117
Income taxes (1)	(1,645)	(1,112)
Stock-based compensation expense, net of income taxes	\$ 4,447	\$ 3,005
(1) Federal and state statutory rate of 27%		

K. Operating Segment, Geographic Information and Significant Customers

Operating segments are defined as components of an enterprise evaluated regularly by the Company's chief operating decision maker ("CODM") in deciding how to allocate resources and assess performance. The Company evaluated its internal organization under FASB ASC 280, *Segment Reporting* ("ASC 280") to determine whether there has been a change to its conclusion of a single operating and reportable segment. The Company concluded there has been no changes given the CODM continues to evaluate and manage the Company on the basis of one operating and reportable segment. The Company utilized the management approach for determining its operating segment in accordance with ASC 280.

The geographic distribution of the Company's revenues as determined by country in which the Company's legal subsidiary is domiciled is summarized as follows:

	U.S.	Europe	Asia Pacific	Eliminations	Total
FIRST QUARTER ENDED SEPTEMBER 27, 2024					
Net revenues to unaffiliated customers	\$ 192,660	\$ 11,771	\$ —	\$ —	\$ 204,431
Inter-geographic revenues	2,055	2,819	—	(4,874)	—
Net revenues	\$ 194,715	\$ 14,590	\$ —	\$ (4,874)	\$ 204,431
FIRST QUARTER ENDED SEPTEMBER 29, 2023					
Net revenues to unaffiliated customers	\$ 171,881	\$ 9,104	\$ 6	\$ —	\$ 180,991
Inter-geographic revenues	1,719	92	—	(1,811)	—
Net revenues	\$ 173,600	\$ 9,196	\$ 6	\$ (1,811)	\$ 180,991

The Company offers a broad family of products and processing solutions designed to meet the full range of requirements in compute-intensive, signal processing, image processing and command and control applications. To maintain a competitive advantage, the Company seeks to leverage technology investments across multiple product lines and product solutions.

The Company's products are typically compute-intensive and require extremely high bandwidth and high throughput. These processing solutions often must also meet significant size, weight and power ("SWaP") constraints for use in aircraft, unmanned aerial vehicles, ships and other platforms and be ruggedized for use in harsh environments. The Company's products transform the massive streams of digital data created in these applications into usable information in real time. The systems can scale from a few processors to thousands of processors.

In recent years, the Company completed a series of acquisitions that changed its technological capabilities, applications and end markets. As these acquisitions and changes occurred, the Company's proportion of revenue derived from the sale of components in different technological areas, and modules, sub-assemblies and integrated solutions which combine technologies into more complex diverse products has shifted. The following tables present revenue consistent with the Company's strategy of expanding its technological capabilities and program content. As additional information related to the Company's products by end user, application, product grouping and/or platform is attained, the categorization of these products can vary over time. When this occurs, the Company reclassifies revenue by end user, application, product grouping and/or platform for prior periods. Such reclassifications typically do not materially change the underlying trends of results within each revenue category.

The following table presents the Company's net revenue by end user for the periods presented:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Domestic ⁽¹⁾	\$ 161,194	\$ 146,467
International/Foreign Military Sales ⁽²⁾	43,237	34,524
Total Net Revenue	\$ 204,431	\$ 180,991

(1) Domestic revenues consist of sales where the end user is within the U.S., as well as sales to prime defense contractor customers where the ultimate end user location is not defined.

(2) International/Foreign Military Sales consist of sales to U.S. prime defense contractor customers where the end user is outside the U.S., foreign military sales through the U.S. government, and direct sales to non-U.S. based customers intended for end use outside of the U.S.

The following table presents the Company's net revenue by end application for the periods presented:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Radar ⁽¹⁾	\$ 33,749	\$ 26,703
Electronic Warfare ⁽²⁾	26,346	24,466
Other Sensor & Effector ⁽³⁾	26,366	21,166
Total Sensor & Effector	86,461	72,335
C4I ⁽⁴⁾	85,280	90,238
Other ⁽⁵⁾	32,690	18,418
Total Net Revenue	\$ 204,431	\$ 180,991

(1) Radar includes end-use applications where radio frequency signals are utilized to detect, track and identify objects.

(2) Electronic Warfare includes end-use applications comprising the offensive and defensive use of the electromagnetic spectrum.

(3) Other Sensor and Effector products include all Sensor and Effector end markets other than Radar and Electronic Warfare.

(4) C4I includes rugged secure rackmount servers that are designed to drive the most powerful military processing applications.

(5) Other products include all component and other sales where the end use is not specified.

The following table presents the Company's net revenue by product grouping for the periods presented:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Components ⁽¹⁾	\$ 44,864	\$ 37,509
Modules and Sub-assemblies ⁽²⁾	45,822	37,533
Integrated Solutions ⁽³⁾	113,745	105,949
Total Net Revenue	\$ 204,431	\$ 180,991

(1) Components represent the basic building blocks of an electronic system. They generally perform a single function such as switching, storing or converting electronic signals. Some examples include power amplifiers and limiters, switches, oscillators, filters, equalizers, digital and analog converters, chips, MMICs (monolithic microwave integrated circuits) and memory and storage devices.

(2) Modules and sub-assemblies combine multiple components to serve a range of complex functions, including processing, networking and graphics display. Typically delivered as computer boards or other packaging, modules and sub-assemblies are usually designed using open standards to provide interoperability when integrated in a subsystem. Examples of modules and sub-assemblies include embedded processing boards, switched fabrics and boards for high-speed input/output, digital receivers, graphics and video, along with multi-chip modules, integrated radio frequency and microwave multi-function assemblies and radio frequency tuners and transceivers.

(3) Integrated solutions bring components, modules and/or sub-assemblies into one system, enabled with software. Subsystems are typically, but not always, integrated within an open standards-based chassis and often feature interconnect technologies to enable communication between disparate systems. Spares and replacement modules and sub-assemblies are provided for use with subsystems sold by the Company. The Company's subsystems are deployed in sensor processing, aviation and mission computing and C4I applications.

The following table presents the Company's net revenue by platform for the periods presented:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
Airborne ⁽¹⁾	\$ 90,490	\$ 104,716
Land ⁽²⁾	34,314	25,703
Naval ⁽³⁾	20,653	21,143
Space ⁽⁴⁾	15,359	6,063
Other ⁽⁵⁾	43,615	23,366
Total Net Revenues	\$ 204,431	\$ 180,991

(1) Airborne platform includes products that relate to personnel, equipment or pieces of equipment designed for airborne applications.

(2) Land platform includes products that relate to fixed or mobile equipment, or pieces of equipment for personnel, weapon systems, vehicles and support elements operating on land.

(3) Naval platform includes products that relate to personnel, equipment or pieces of equipment designed for naval operations.

(4) Space platform includes products that relate to personnel, equipment or pieces of equipment designed for space operations.

(5) All platforms other than Airborne, Land, Naval, or Space.

The geographic distribution of the Company's identifiable long-lived assets is summarized as follows:

	U.S.	Europe	Total
September 27, 2024	\$ 103,176	\$ 1,883	\$ 105,059
June 28, 2024	\$ 107,655	\$ 2,698	\$ 110,353

Identifiable long-lived assets exclude right-of-use assets, goodwill, and intangible assets.

Customers comprising 10% or more of the Company's revenues for the periods shown are as follows:

	First Quarters Ended	
	September 27, 2024	September 29, 2023
L3Harris	12 %	12 %
Lockheed Martin Corporation	11 %	13 %
RTX Corporation	* %	11 %
	23 %	36 %

* Indicates that the amount is less than 10% of the Company's revenue for the respective period.

While the Company typically has customers from which it derives 10% or more of its revenue, the sales to each of these customers are spread across multiple programs and platforms. There were no programs comprising 10% or more of the Company's revenues for the first quarters ended September 27, 2024 and September 29, 2023.

L. Commitments and Contingencies

LEGAL CLAIMS

The Company is subject to litigation, claims, investigations and audits arising from time to time in the ordinary course of business. Although legal proceedings are inherently unpredictable, the Company believes that it has valid defenses with respect to those matters currently pending against the Company and intends to defend itself vigorously. The outcome of these matters, individually and in the aggregate, is not expected to have a material impact on the Company's cash flows, results of operations, or financial position.

On December 7, 2021, counsel for National Technical Systems, Inc. ("NTS") sent the Company an environmental demand letter pursuant to Massachusetts General Laws Chapter 21E, Section 4A, and CERCLA 42 U.S.C. Section 9601, related to a site that NTS formerly owned at 533 Main Street, Acton, Massachusetts. NTS received a Notice of Responsibility from the Massachusetts Department of Environmental Protection ("MassDEP") alleging trichloroethene, freon and 1,4-dioxane contamination in the groundwater emanating from NTS's former site. NTS alleges in its demand letter that the operations of a predecessor company to the Company that was acquired in the Company's acquisition of the Microsemi Carve-Out Business that once owned and operated a facility at 531 Main Street, Acton, Massachusetts contributed to the groundwater contamination. NTS is seeking payment from the Company of NTS's costs for any required environmental remediation. In April 2022, the Company engaged in a meet and confer session with NTS pursuant to Massachusetts General Laws Chapter 21E, Section 4A to discuss the status of the environmental review performed by NTS and its licensed site professional. The Company subsequently delivered a letter to NTS outlining the deficiencies in their claim and reiterated that the Company is not obligated to tender a substantive response to their demand without first having received the responsive information requested in connection with the meet and confer session. In April 2024, counsel for NTS sent additional communications on their demand that the Company participate in their environmental monitoring and remediation planning, and in May 2024, the Company responded with a rebuttal of the allegations. The Company believes the NTS claims are without merit and intends to defend itself vigorously. In addition, in November 2021, the Company responded to a request for information from MassDEP regarding the detection of PFAS (per- and polyfluoroalkyl substances) in the Acton, Massachusetts Water District's Conant public water supply wells near the former facility at 531 Main Street, Acton, Massachusetts at a level above the standard that MassDEP published for PFAS in October 2020. The Company has not been contacted by MassDEP since the Company's response was provided in November 2021. It is too early to determine what responsibility, if any, Mercury may have for these environmental matters.

On June 19, 2023, the Board of Directors received notice of the Company's former CEO's resignation from the positions of President and Chief Executive Officer. The Board accepted his resignation effective June 24, 2023. In the notice, the former CEO claimed he was entitled to certain benefits, including equity vesting, severance, and other benefits, under the change in control severance agreement (the "CIC Agreement") because the former CEO had resigned with good reason during a potential change in control period. The Company disputes these claims and maintains that the former CEO resigned without good reason. On September 19, 2023, the former CEO filed for binding arbitration under the employment rules of the American Arbitration Association ("AAA"). An arbitrator was appointed on November 29, 2023, and an arbitration trial that was initially scheduled for mid-December 2024 has been rescheduled to late March 2025. On March 25, 2024, the arbitrator denied Mr. Aslett's motion for compensation during the dispute and payment of his legal fees, preserving those matters for the arbitration trial. The Company intends to contest vigorously the claims under the CIC Agreement and believes that the Company has strong arguments that the former CEO's claims lack merit. If the arbitrator rules in the Company's favor, the Company may still need to pay the former CEO's reasonable legal fees, interest, and compensation during the dispute. If instead the arbitrator rules for the former CEO, the Company could be liable for up to approximately \$ 14,100 , based on the closing price of the Company's common stock on June 26, 2023, for accelerated equity vesting, severance, and other benefits under the CIC Agreement, plus interest, legal fees and expenses and compensation during dispute, which could include Mr. Aslett's base salary and other amounts based on the compensation, benefit and insurance plans in which he participated. The Company categorically denies any wrongdoing or liability under the CIC Agreement, but the outcome of potential arbitration is inherently uncertain. Accordingly, it is reasonably possible that the Company will incur a liability in this matter, and the Company estimates the potential range of exposure from \$ 0 to \$ 14,100 , plus costs and attorneys' fees, interest and compensation to the former CEO during the dispute.

On December 13, 2023, a securities class action complaint was filed against the Company, Mark Aslett, and Michael Ruppert in the U.S. District Court for the District of Massachusetts. The complaint asserted Section 10(b) and 20(a) securities fraud claims on behalf of a purported class of purchasers and sellers of the Company's stock from December 7, 2020, through June 23, 2023. The complaint alleged that the Company's public disclosures in SEC filings and on earnings calls were false and/or misleading. On February 27, 2024, the Court entered an order appointing Carpenters Pension Trust Fund for Northern California as lead plaintiff. On April 18, 2024, the lead plaintiff filed an amended complaint including William Ballhaus and David Farnsworth as additional defendants and amended the class period to February 3, 2021 through February 6, 2024. The Company filed a motion to dismiss on May 24, 2024, and after the plaintiffs' filed their opposition motion and the Company filed its reply to their opposition, a hearing on the motion was conducted by the Court on July 24, 2024. On July 24, 2024, the Court dismissed the case without prejudice and permitted the plaintiffs 30 days to file an amended complaint. The plaintiffs filed for leave to amend their complaint on August 23, 2024, Mercury filed its opposition motion on September 6th, the plaintiffs filed their response brief on September 17, 2024, and Mercury filed its reply on September 30, 2024. On October 17, 2024, Mercury received a shareholder derivative demand alleging the same claims as those covered in the federal securities class action. Subject to the terms of the Company's by-laws and applicable Massachusetts law, Mr. Aslett, the Company's former Chief Executive Officer, and Mr. Ruppert, the Company's former Chief Financial Officer, Mr. Ballhaus, the Company's current Chief Executive Officer, and Mr. Farnsworth, the Company's current Chief Financial officer, are indemnified by the

Company for this matter. The Company believes the claims in the complaints are without merit and intends to defend itself vigorously. It is too early to determine what responsibility, if any, the Company will have for this matter.

On January 31, 2024, a former employee at the Company's Torrance, California location, filed a wage and hour class action lawsuit in California state court in Los Angeles County, along with a companion Private Attorneys General Act ("PAGA") lawsuit, to act in a representative capacity for other Mercury Mission Systems, LLC employees in California, alleging a range of violations of California wage and hour regulations. On October 1, 2024, a second former employee at our Torrance location filed a PAGA notice to act in a representative capacity on allegations of a range of violations of California wage and hour regulations. The Company believes the claims in the complaints are without merit and intends to defend itself vigorously. It is too early to determine what responsibility, if any, the Company will have for this matter.

INDEMNIFICATION OBLIGATIONS

The Company's standard product sales and license agreements entered into in the ordinary course of business typically contain an indemnification provision pursuant to which the Company indemnifies, holds harmless, and agrees to reimburse the indemnified party for losses suffered or incurred by the indemnified party in connection with any patent, copyright or other intellectual property infringement claim by any third party with respect to the Company's products. Such provisions generally survive termination or expiration of the agreements. The potential amount of future payments the Company could be required to make under these indemnification provisions is, in some instances, unlimited.

PURCHASE COMMITMENTS

As of September 27, 2024, the Company has entered into non-cancelable purchase commitments for certain inventory components and services used in its normal operations. The purchase commitments covered by these agreements are for less than one year and aggregate to \$ 120,574 .

OTHER

As part of the Company's strategy for growth, the Company continues to explore acquisitions or strategic alliances. The associated acquisition costs incurred in the form of professional fees and services may be material to the future periods in which they occur, regardless of whether the acquisition is ultimately completed.

The Company may elect from time to time to purchase and subsequently retire shares of common stock in order to settle employees' tax liabilities associated with vesting of a restricted stock award or exercise of stock options. These transactions would be treated as a use of cash in financing activities in the Company's Consolidated Statements of Cash Flows.

M. Derivatives

The Company utilizes interest rate derivatives to mitigate interest rate exposure with respect to its financing arrangements. On September 29, 2022, the Company entered into the Swap with JP Morgan Chase Bank, N.A. ("JPMorgan") for a notional amount of \$ 300,000 in order to fix the interest rate associated with a portion of the total \$ 511,500 existing borrowings on the Revolver at the time of the Swap. The Swap agreement was designated and qualified for hedge accounting treatment as a cash flow hedge. The Swap was scheduled to mature on February 28, 2027, coterminous with the maturity of the Revolver. The Swap established a fixed interest rate on the first \$ 300,000 of the Company's outstanding borrowings against the Revolver obligation at 3.79 %.

On September 28, 2023, the Company terminated the Swap. At the time of termination, the fair value of the Swap was an asset of \$ 7,403 . The Company received the cash settlement of \$ 7,403 and these proceeds are classified within Operating Activities of the Consolidated Statements of Cash Flows.

Following the termination of the Swap, the Company entered into the September 2023 Swap agreement on September 28, 2023 with JPMorgan for a notional amount of \$ 300,000 in order to fix the interest rate associated with a portion of the total \$ 576,500 existing borrowings on Company's Revolver at the time of the Swap at 4.66 %. The September 2023 Swap agreement was designated and qualified for hedge accounting treatment as a cash flow hedge. The September 2023 Swap matures on February 28, 2027, coterminous with the maturity of the Revolver.

As of September 27, 2024, the fair value of the September 2023 Swap was a liability of \$ 9,628 and is included within Other non-current liabilities in the Company's Consolidated Balance Sheets.

During the first quarter ended September 27, 2024, the Company amortized a total of \$ 881 of the gain associated with the interest swaps terminated on September 29, 2022 and September 28, 2023, which is included within Other comprehensive loss.

The market risk associated with the Company's derivative instrument is the result of interest rate movements that are expected to offset the market risk of the underlying arrangement. The counterparty to the September 2023 Swap is JPMorgan. Based on the credit ratings of the Company's counterparty as of September 27, 2024, nonperformance is not perceived to be a material risk. Furthermore, none of the Company's derivatives are subject to collateral or other security arrangements and none contain provisions that are dependent on the Company's credit ratings from any credit rating agency. While the contract or notional amounts of derivative financial instruments provide one measure of the volume of these transactions, they do not represent the amount of the Company's exposure to credit risk. The amounts potentially subject to credit risk (arising from the possible inability of the counterparty to meet the terms of their contracts) are generally limited to the amounts, if any, by which the counterparty obligations under the contracts exceed the obligations of the Company to the counterparty. As a result of the above considerations, the Company does not consider the risk of counterparty default to be significant.

N. Subsequent Events

The Company has evaluated subsequent events from the date of the Consolidated Balance Sheet through the date the consolidated financial statements were issued and noted no items requiring adjustment of the financial statements or additional disclosures.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

From time to time, information provided, statements made by our employees or information included in our filings with the Securities and Exchange Commission ("SEC") may contain statements that are not historical facts but that are "forward-looking statements," which involve risks and uncertainties. You can identify these statements by the words "may," "will," "could," "should," "would," "plans," "expects," "anticipates," "continue," "estimate," "project," "intend," "likely," "forecast," "probable," "potential," and similar expressions. These forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those projected or anticipated. Such risks and uncertainties include, but are not limited to, continued funding of defense programs, the timing and amounts of such funding, general economic and business conditions, including unforeseen weakness in our markets, effects of any U.S. federal government shutdown or extended continuing resolution, effects of geopolitical unrest and regional conflicts, competition, changes in technology and methods of marketing, delays in or cost increases related to completing development, engineering and manufacturing programs, changes in customer order patterns, changes in product mix, continued success in technological advances and delivering technological innovations, changes in, or in the U.S. government's interpretation of, federal export control or procurement rules and regulations, changes in, or in the interpretation or enforcement of, environmental rules and regulations, market acceptance of our products, shortages in or delays in receiving components, supply chain delays or volatility for critical components, production delays or unanticipated expenses including due to quality issues or manufacturing execution issues, adherence to required manufacturing standards, capacity underutilization, increases in scrap or inventory write-offs, failure to achieve or maintain manufacturing quality certifications, such as AS9100, the impact of supply chain disruption, inflation and labor shortages, among other things, on program execution and the resulting effect on customer satisfaction, inability to fully realize the expected benefits from acquisitions, restructurings, and operational efficiency initiatives or delays in realizing such benefits, challenges in integrating acquired businesses and achieving anticipated synergies, effects of shareholder activism, increases in interest rates, changes to industrial security and cyber-security regulations and requirements and impacts from any cyber or insider threat events, changes in tax rates or tax regulations, such as the deductibility of internal research and development, changes to interest rate swaps or other cash flow hedging arrangements, changes to generally accepted accounting principles, difficulties in retaining key employees and customers, litigation, including the dispute arising with the former CEO over his resignation, unanticipated costs under fixed-price service and system integration engagements, and various other factors beyond our control. These risks and uncertainties also include such additional risk factors as are discussed in our filings with the U.S. Securities and Exchange Commission, including our Annual Report on Form 10-K for the fiscal year ended June 28, 2024. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. We undertake no obligation to update any forward looking statement to reflect events or circumstances after the date on which such statement is made.

OVERVIEW

Mercury Systems is a technology company that delivers mission-critical processing power to the edge - where signals and data are collected - to solve the most pressing aerospace and defense challenges. Mercury's products and solutions are deployed in more than 300 programs and across 35 countries. The Company is headquartered in Andover, Massachusetts, and has over 20 locations worldwide.

The Mercury Processing Platform is the unique advantage we provide to our customers. It comprises the innovative technologies we've developed and acquired for more than 40 years that bring integrated, mission-critical processing capabilities to the edge. Our processing platform spans the full breadth of signal processing—from radio frequency ("RF") front end to the human-machine interface—to rapidly convert meaningful data, gathered in the most remote and hostile environments, into critical decisions. It allows us to offer standard products and custom solutions from silicon to system scale, including components, modules, subsystems, and systems and it embodies the customer-centric approach we take to delivering capabilities that are mission-ready, trusted and secure, software-defined, and open and modular.

As a leading manufacturer of essential components, products, modules and subsystems, we sell to all of the top defense prime contractors, the U.S. government and original equipment manufacturers ("OEM") commercial aerospace companies. Our mission-critical products and solutions are deployed by our customers for a variety of applications including sensor and radar processing, electronic warfare, avionics, weapons, and command, control, communications, and intelligence ("C4I"). Mercury has built a trusted, robust portfolio of proven capabilities, leveraging the most advanced commercial silicon technologies and purpose-built to exceed the performance needs of our defense and commercial customers. Customers add their own applications and algorithms to our specialized, secure and innovative products and pre-integrated solutions. This allows them to complete their full system by integrating with their platform, the sensor technology and, increasingly, the processing from Mercury.

Our deep, long-standing relationships with leading high-tech and other commercial companies, coupled with our targeted research and development ("R&D") investments and industry-leading trusted and secure design and manufacturing capabilities, are the foundational tenets of this highly successful model. We are leading the development and adaptation of commercial technology for aerospace and defense solutions. From chip-scale to system scale and from data, including RF to digital to decision, we make mission-critical technologies safe, secure, affordable and relevant for our customers.

Our capabilities, technology, people and R&D investment strategy combine to differentiate Mercury in our industry. We maintain our technological edge by investing in critical capabilities and intellectual property ("IP" or "building blocks") in processing, leveraging open standards and open architectures to adapt quickly those building blocks into solutions for highly data-intensive applications, including emerging needs in areas such as artificial intelligence ("AI").

As of September 27, 2024, we had 2,369 employees. We employ hardware and software architects and design engineers, primarily engaged in engineering and research and product development activities to achieve our objectives to fully capitalize upon and maintain our technological leads in the high-performance, real-time sensor processing industry and in mission computing, platform management and other safety-critical applications. Our talent attraction, engagement and retention is critical to execute on our long-term strategy. We invest in our culture and values to drive employee engagement that turns ideas into action, delivering trusted and secure solutions at the speed of innovation. We believe that our success depends on our ability to embrace diversity company-wide and realize the benefits of a diverse workforce that includes a greater variety of solutions to problems, a broader collection of skills and experiences and an array of viewpoints to consider. We are strongly focused on providing an inclusive environment that respects the diversity of the world. We believe that the workforce required to grow our business and deliver creative solutions must be rich in diversity of thought, experience and culture. Our diversity and inclusion initiatives focus on building and maintaining the talent that will create cohesive and collaborative teams that drive innovation. We believe that these values will help our employees realize their full potentials at work to provide Innovation That Matters®.

Our consolidated revenues, net loss, diluted net loss per share, adjusted earnings per share ("adjusted EPS"), and adjusted EBITDA for the first quarter ended September 27, 2024 were \$204.4 million, (\$17.5) million, (\$0.30), \$0.04, and \$21.5 million, respectively. See the Non-GAAP Financial Measures section for a reconciliation to our most directly comparable GAAP financial measures.

RESULTS OF OPERATIONS:

There were 13 weeks included in the results of operations for the first quarters ended September 27, 2024 and September 29, 2023, respectively. The results for the first quarter ended September 27, 2024 are not necessarily indicative of the results to be expected for the full fiscal year.

The first quarter ended September 27, 2024 compared to the first quarter ended September 29, 2023

The following table sets forth, for the first quarter ended indicated, financial data from the Consolidated Statements of Operations and Comprehensive Loss:

(In thousands)	September 27, 2024	As a % of		September 29, 2023	As a % of	
		Total Net	Revenue		Total Net	Revenue
Net revenues	\$ 204,431	100.0	%	\$ 180,991	100.0	%
Cost of revenues	152,641	74.7		130,464	72.1	
Gross margin	51,790	25.3		50,527	27.9	
Operating expenses:						
Selling, general and administrative	33,153	16.2		35,794	19.8	
Research and development	18,383	9.0		31,872	17.6	
Amortization of intangible assets	11,235	5.5		12,547	6.9	
Restructuring and other charges	2,260	1.1		9,546	5.3	
Acquisition costs and other related expenses	177	0.1		969	0.5	
Total operating expenses	65,208	31.9		90,728	50.1	
Loss from operations	(13,418)	(6.6)		(40,201)	(22.2)	
Interest income	544	0.3		103	0.1	
Interest expense	(8,906)	(4.4)		(7,863)	(4.4)	
Other expense, net	(1,339)	(0.6)		(1,774)	(1.0)	
Loss before income tax benefit	(23,119)	(11.3)		(49,735)	(27.5)	
Income tax benefit	(5,594)	(2.7)		(13,027)	(7.2)	
Net loss	\$ (17,525)	(8.6)	%	\$ (36,708)	(20.3)	%

REVENUES

Total revenues increased \$23.4 million, or 13.0%, to \$204.4 million during the first quarter ended September 27, 2024, as compared to \$181.0 million during the first quarter ended September 29, 2023. Revenues increased year over year as we pivoted our resources in fiscal 2024 to executing on our program base, including progress toward full rate production of our common processing architecture. As a result, we are experiencing a temporary volume shift in our total revenue, including our point in time revenue and over time revenue which increased by approximately \$16.0 million and \$7.4 million, respectively. Over time revenue represented 55% of total revenues during the first quarter ended September 27, 2024, as compared to 58% of total revenues during the first quarter ended September 29, 2023.

Revenue increases were driven by the modules and sub-assemblies, integrated solutions, and components product groupings which increased \$8.3 million, \$7.8 million and \$7.4 million, respectively during the first quarter ended September 27, 2024 when compared to the prior period. The increase in total revenue was primarily driven by the other, radar, other sensor and effector, and electronic warfare end applications with increases of \$14.3 million, \$7.0 million, \$5.2 million, and \$1.9 million respectively, partially offset by a decrease to C4I end applications of \$5.0 million. The increase in total revenue was also driven by higher Other, Space, and Land platforms of \$20.2 million, \$9.3 million and \$8.6 million, respectively, partially offset by decreases to Airborne and Naval platforms of \$14.2 million and \$0.5 million, respectively. The largest program increases were related to a strategic weapons program, a secure processing program, and MH-60R/S, partially offset by decreases in the F-35, AARGM, and CH-53K programs when compared to the prior period. There were no programs comprising 10% or more of our revenues for the first quarters ended September 27, 2024 or September 29, 2023.

GROSS MARGIN

Gross margin was 25.3% for the first quarter ended September 27, 2024, a decrease of 260 basis points from the 27.9% gross margin realized during the first quarter ended September 29, 2023. The lower gross margin was driven primarily by higher manufacturing adjustments and inventory reserves of \$11.2 million, partially offset by net EAC change impact on our programs recognized over time of approximately \$8.3 million recorded in the quarter, an incremental improvement of approximately \$8.2 million, or 500 basis points, when compared to the prior period.

We had the following aggregate effects of favorable and unfavorable margin impacts as a result of changes in estimates across our portfolio for the period presented:

(in thousands)	First Quarters Ended	
	September 27, 2024	September 29, 2023
Gross favorable	\$ 7,774	\$ 6,335
Gross unfavorable	(16,067)	(22,798)
Net impact of changes in estimates	<u>\$ (8,293)</u>	<u>\$ (16,463)</u>

The changes in estimates are assessed based on historical results and cumulative adjustments are recorded to recognize revenue to date based on changes in estimated margin on programs, including impact of contract amendments factored for potential risks and opportunities. We utilize the latest and best information available when revising our estimates and apply consistent judgement across the full portfolio of programs.

SELLING, GENERAL AND ADMINISTRATIVE

Selling, general and administrative expenses decreased \$2.6 million, or 7.4%, to \$33.2 million during the first quarter ended September 27, 2024, as compared to \$35.8 million in the first quarter ended September 29, 2023. The decrease was primarily driven by the savings from reductions in force initiated in fiscal 2024, resulting in lower compensation costs including \$5.0 million of salary and benefit expense as well as lower software licensing fees of \$1.2 million, and lower directors fees of \$0.5 million. These decreases were partially offset by higher stock-based compensation of \$2.9 million.

RESEARCH AND DEVELOPMENT

Research and development expenses decreased \$13.5 million, or 42.3%, to \$18.4 million during the first quarter ended September 27, 2024, as compared to \$31.9 million during the first quarter ended September 29, 2023. The decrease during the first quarter ended September 27, 2024 was primarily driven by the savings from reductions in force initiated in fiscal 2024, reducing headcount by approximately 130, resulting in lower expense of \$10.0 million as well as decreased spend on equipment, supplies, and outside services of \$3.8 million.

AMORTIZATION OF INTANGIBLE ASSETS

Amortization of intangible assets decreased \$1.3 million to \$11.2 million during the first quarter ended September 27, 2024, as compared to \$12.5 million during the first quarter ended September 29, 2023, primarily due to various developed technology and customer relationship intangibles being fully amortized in fiscal 2024.

RESTRUCTURING AND OTHER CHARGES

We incurred \$2.3 million of restructuring and other charges during the first quarter ended September 27, 2024, as compared to \$9.5 million during the first quarter ended September 29, 2023. Restructuring and other charges during the first quarter ended September 27, 2024 are primarily related to severance related charges. Restructuring and other charges during the first quarter ended September 29, 2023 includes \$9.5 million of severance costs related to a workforce reduction that eliminated approximately 150 positions.

ACQUISITION COSTS AND OTHER RELATED EXPENSES

There was an immaterial amount of acquisition costs and other related expenses during the first quarter ended September 27, 2024. The acquisition costs and other related expenses during the first quarter ended September 29, 2023 includes \$0.3 million related to the conclusion of the Board of Directors' review of strategic alternatives, as well as \$0.3 million for third-party advisory fees in connection with engagements by activist investors.

INTEREST EXPENSE

We incurred \$8.9 million of interest expense during the first quarter ended September 27, 2024, as compared to \$7.9 million during the first quarter ended September 29, 2023. The increase was driven by a higher interest rate and higher average outstanding borrowings during the period on our existing credit facility (the "Revolver").

OTHER EXPENSE, NET

Other expense, net was \$1.3 million during the first quarter ended September 27, 2024, as compared to \$1.8 million during the first quarter ended September 29, 2023. The first quarter ended September 27, 2024 includes \$2.3 million of financing costs, \$0.5 million of consulting costs, and \$0.2 million securities class action expenses, partially offset by \$1.5 million net foreign currency translation gains and \$0.2 million of other income. The first quarter ended September 29, 2023 includes net foreign currency translation losses of \$1.0 million, financing costs and litigation and settlement expenses of \$0.5 million, partially offset by other income of \$0.3 million.

INCOME TAXES

We recorded an income tax benefit of \$5.6 million and \$13.0 million on a loss before income taxes of \$23.1 million and \$49.7 million for the first quarters ended September 27, 2024 and September 29, 2023, respectively.

During the first quarters ended September 27, 2024 and September 29, 2023, we recognized a tax provision of \$0.2 million and \$1.2 million related to stock compensation shortfalls, respectively.

The effective tax rate for the first quarters ended September 27, 2024 differed from the federal statutory rate primarily due to federal and state research and development credits, non-deductible compensation and state taxes. The effective tax rate for the first quarter ended September 29, 2023 differed from the federal statutory rate primarily due to federal and state research and development credits and state taxes.

We continue to maintain a valuation allowance on the majority of our foreign net operating loss carryforwards and state research and developmental tax credit carryforwards. Based on forecasted taxable income and the scheduled reversal of the remaining deferred tax assets, we believe it is more likely than not that all other deferred tax assets will be recognized.

LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity come from existing cash and cash generated from operations, our Revolver, our ability to raise capital under our universal shelf registration statement and our ability to factor our receivables. Our near-term fixed commitments for cash expenditures consist primarily of payments under operating leases and inventory purchase commitments. We have experienced growth in our working capital balances and, in particular, related to unbilled receivables and inventory over the last several years. As we receive follow-on production awards, we believe that both unbilled receivables and inventory is expected to convert to cash reducing our working capital balances.

Based on our current plans and business conditions, we believe that existing cash and cash equivalents, our available Revolver, cash generated from operations and our financing capabilities will be sufficient to satisfy our anticipated cash requirements for at least the next twelve months.

Shelf Registration Statement

On October 4, 2023, we filed a shelf registration statement on Form S-3ASR with the SEC. The shelf registration statement, which was effective upon filing with the SEC, registered each of the following securities: debt securities, preferred stock, common stock, warrants and units. We intend to use the proceeds from financings using the shelf registration statement for general corporate purposes, which may include the following:

- the acquisition of other companies or businesses;
- the repayment and refinancing of debt;
- capital expenditures;
- working capital; and
- other purposes as described in the prospectus supplement.

We have an unlimited amount available under the shelf registration statement.

Revolving Credit Facilities

On November 7, 2023, due to the uncertainty surrounding a government shutdown or prolonged continuing resolution and the potential impact on the second quarter and fiscal 2024 results, we proactively executed Amendment No. 5 to the Revolver, as amended to date, with a syndicate of commercial banks and Bank of America, N.A acting as the administrative agent allowing for a temporary increase in the Consolidated Total Net Leverage Ratio covenant requirement from 4.50 to 5.25 for the second quarter ended December 29, 2023. As part of Amendment No. 5, the Company agreed to a temporary reduction of Revolver capacity to \$750.0 million through the earlier of May 15, 2024 or the filing of the compliance certificate for the period ended March 29, 2024.

On August 13, 2024, we executed Amendment No. 6 to the Revolver, decreasing the permanent borrowing capacity to \$900.0 million, with a temporary reduction in credit availability to \$750.0 million until we meet a minimum consolidated EBITDA level of \$75.0 million.

During the first quarter ended September 27, 2024, we did not have any additional borrowings or repayments. As of September 27, 2024, the Company was in compliance with all covenants and conditions under the Revolver and expects to be within our covenant and conditions for the remainder of the year. The borrowing capacity as defined under the Revolver as of September 27, 2024 is approximately \$750.0 million, less outstanding borrowings of \$591.5 million.

Receivables Purchase Agreement

On September 27, 2022, we entered into an uncommitted receivables purchase agreement ("RPA"), pursuant to which we may offer to sell certain customer receivables, subject to the terms and conditions of the RPA. The RPA is an uncommitted arrangement such that we are not obligated to sell any receivables and the party has no obligation to purchase any receivables from us. Pursuant to the RPA, the party may purchase certain of our customer receivables at a discounted rate, subject to a limit that as of any date, the total amount of purchased receivables held by the party, less the amount of all collections received on such receivables, may not exceed \$20.0 million. The RPA has an indefinite term and the agreement remains in effect until it is terminated by either party. On March 14, 2023, we amended the RPA to increase the capacity from \$20.0 million to \$30.6 million. On June 21, 2023, we further amended the RPA to increase the capacity from \$30.6 million to \$60.0 million. On August 13, 2024, we terminated the RPA in conjunction with entering into a new receivables purchase and service agreement.

On August 13, 2024, we entered into a \$60.0 million committed receivables purchase and servicing agreement ("RPSA") with a new party. The RPSA has an initial term of two years. Pursuant to the RPSA, the new party has committed to purchase receivables from a certain number of agreed upon customers, maintaining a balance of purchased receivables at or below \$60.0 million. We factored accounts receivable and incurred factoring fees of approximately \$43.7 million and \$0.4 million, respectively, for the first quarter ended September 27, 2024. We received \$18.8 million of factoring proceeds on the first business day of the second quarter that were outstanding as of September 27, 2024. The \$18.8 million was included in Accounts receivable, net of allowance for credit losses on the Consolidated Balance Sheet as of September 27, 2024. We factored accounts receivable and incurred factoring fees of approximately \$28.8 million and \$0.3 million respectively, for the first quarter ended September 29, 2023.

CASH FLOWS

(In thousands)	As of and For the First Quarters Ended,	
	September 27, 2024	September 29, 2023
Net cash used in operating activities	\$ (14,660)	\$ (39,068)
Net cash used in investing activities	\$ (6,236)	\$ (8,015)
Net cash (used in) provided by financing activities	\$ (2,249)	\$ 65,000
Net (decrease) increase in cash and cash equivalents	\$ (22,398)	\$ 17,806
Cash and cash equivalents at end of period	\$ 158,123	\$ 89,369

Our cash and cash equivalents decreased by \$22.4 million from June 28, 2024 to September 27, 2024, as the result of \$14.7 million of cash used in operating activities, \$6.2 million invested in purchases of property and equipment, and \$2.2 million of cash paid in deferred financing and offering costs.

Operating Activities

During the first quarter ended September 27, 2024, we had an outflow of \$14.7 million in cash from operating activities compared to a \$39.1 million outflow during the first quarter ended September 29, 2023. The lower outflow during the first quarter ended September 27, 2024 was primarily due to a higher inflow from deferred revenues and customer advances of \$19.5 million, a lower net loss of \$19.2 million, an income tax refund received of \$1.0 million as compared to income tax payments of \$13.9 million during the first quarter ended September 29, 2023, and a \$13.7 million reduced outflow of inventory. This activity was partially offset by a \$6.1 million outflow from accounts receivable, unbilled receivables and costs in excess of billings as compared to a \$27.0 million inflow during the first quarter ended September 29, 2023 and a \$14.0 million higher outflow from accounts payable, accrued expenses, and accrued compensation. The first quarter ended September 29, 2023 also included a \$7.4 million inflow from the cash settlement for the termination of the interest rate swap.

Investing Activities

During the first quarter ended September 27, 2024, we invested \$6.2 million, a decrease of \$1.8 million, as compared to \$8.0 million during the first quarter ended September 29, 2023 due to lower purchases of property and equipment.

Financing Activities

During the first quarter ended September 27, 2024, we had no additional borrowings on our Revolver as compared to \$65.0 million of borrowings during the first quarter ended September 29, 2023. The first quarter ended September 27, 2024, included \$2.2 million of cash paid in deferred financing in conjunction with the amendment to our Revolver during the first quarter of fiscal 2025.

COMMITMENTS, CONTRACTUAL OBLIGATIONS AND CONTINGENCIES

The following is a schedule of our commitments and contractual obligations outstanding at September 27, 2024:

(In thousands)	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Purchase obligations	\$ 120,574	\$ 120,574	\$ —	\$ —	\$ —
Operating leases	85,590	15,455	27,035	22,762	20,338
	<u>\$ 206,164</u>	<u>\$ 136,029</u>	<u>\$ 27,035</u>	<u>\$ 22,762</u>	<u>\$ 20,338</u>

Purchase obligations represent open non-cancelable purchase commitments for certain inventory components and services used in normal operations. The purchase commitments covered by these agreements are for less than one year and aggregated approximately \$120.6 million at September 27, 2024.

We have a liability at September 27, 2024 of \$7.7 million for uncertain tax positions that have been taken or are expected to be taken in various income tax returns. We do not know the ultimate resolution on these uncertain tax positions and as such, do not know the ultimate timing of payments or amount, if any, related to this liability. Accordingly, these amounts are not included in the above table.

Our standard product sales and license agreements entered into in the ordinary course of business typically contain an indemnification provision pursuant to which we indemnify, hold harmless and agree to reimburse the indemnified party for losses suffered or incurred in connection with certain intellectual property infringement claims by any third party with respect to our products. Such provisions generally survive termination or expiration of the agreements. The potential amount of future payments we could be required to make under these indemnification provisions is, in some instances, unlimited.

As part of our strategy for growth, we continue to explore acquisitions or strategic alliances. The associated acquisition costs incurred in the form of professional fees and services may be material to the future periods in which they occur, regardless of whether the acquisition is ultimately completed.

We may elect from time to time to purchase and subsequently retire shares of common stock in order to settle employees' tax liabilities associated with vesting of a restricted stock award. These transactions would be treated as a use of cash in financing activities in our Consolidated Statements of Cash Flows.

OFF-BALANCE SHEET ARRANGEMENTS

Other than certain indemnification provisions in the normal course of business, we do not have any off-balance sheet financing arrangements or liabilities, guarantee contracts, retained or contingent interests in transferred assets, or any obligation arising out of a material variable interest in an unconsolidated entity. We do not have any majority-owned subsidiaries that are not consolidated in the financial statements. Additionally, we do not have an interest in, or relationships with, any special purpose entities.

NON-GAAP FINANCIAL MEASURES

In our periodic communications, we discuss certain important measures that are not calculated according to U.S. generally accepted accounting principles ("GAAP"), including adjusted EBITDA, adjusted income, adjusted EPS, and free cash flow.

Adjusted EBITDA is defined as net income before other non-operating adjustments, interest income and expense, income taxes, depreciation, amortization of intangible assets, restructuring and other charges, impairment of long-lived assets, acquisition, financing and other third party costs, fair value adjustments from purchase accounting, litigation and settlement income and expense, COVID related expenses, and stock-based and other non-cash compensation expense. We use adjusted EBITDA as an important indicator of the operating performance of our business. We use adjusted EBITDA in internal forecasts and models when establishing internal operating budgets, supplementing the financial results and forecasts reported to our board of directors, determining the portion of bonus compensation for executive officers and other key employees based on operating performance, evaluating short-term and long-term operating trends in our operations and allocating resources to various initiatives and operational requirements. We believe that adjusted EBITDA permits a comparative assessment of our operating performance, relative to our performance based on our GAAP results, while isolating the effects of charges that may vary from period to period without any correlation to underlying operating performance. We believe that these non-GAAP financial adjustments are useful to investors because they allow investors to evaluate the effectiveness of the methodology and information used by management in our financial and operational decision-making. We believe that trends in our adjusted EBITDA are valuable indicators of our operating performance.

Adjusted EBITDA is a non-GAAP financial measure and should not be considered in isolation or as a substitute for financial information provided in accordance with GAAP. This non-GAAP financial measure may not be computed in the same manner as similarly titled measures used by other companies. We expect to continue to incur expenses similar to the adjusted EBITDA financial adjustments described above, and investors should not infer from our presentation of this non-GAAP financial measure that these costs are unusual, infrequent or non-recurring.

The following table reconciles our net loss, the most directly comparable GAAP financial measure, to our adjusted EBITDA:

(In thousands)	First Quarters Ended	
	September 27, 2024	September 29, 2023
Net loss	\$ (17,525)	\$ (36,708)
Other non-operating adjustments, net	(1,735)	731
Interest expense, net	8,362	7,760
Income tax benefit	(5,594)	(13,027)
Depreciation	9,985	10,145
Amortization of intangible assets	11,235	12,547
Restructuring and other charges	2,260	9,546
Impairment of long-lived assets	—	—
Acquisition, financing and other third party costs	2,331	1,332
Fair value adjustments from purchase accounting	177	177
Litigation and settlement expense, net	1,394	503
Stock-based and other non-cash compensation expense	10,560	8,951
Adjusted EBITDA	\$ 21,450	\$ 1,957

Adjusted income and adjusted EPS exclude the impact of certain items and, therefore, have not been calculated in accordance with GAAP. We believe that exclusion of these items assists in providing a more complete understanding of our underlying results and trends and allows for comparability with our peer company index and industry. These non-GAAP financial measures may not be computed in the same manner as similarly titled measures used by other companies. We use these measures along with the corresponding GAAP financial measures to manage our business and to evaluate our performance compared to prior periods and the marketplace. We define adjusted income as net income before other non-operating adjustments, amortization of intangible assets, restructuring and other charges, impairment of long-lived assets, acquisition, financing and other third party costs, fair value adjustments from purchase accounting, litigation and settlement income and expense, and stock-based and other non-cash compensation expense. The impact to income taxes includes the impact to the effective tax rate, current tax provision and deferred tax provision. Adjusted EPS expresses adjusted income on a per share basis using weighted average diluted shares outstanding.

Adjusted income and adjusted EPS are non-GAAP financial measures and should not be considered in isolation or as a substitute for financial information provided in accordance with GAAP. We expect to continue to incur expenses similar to the adjusted income and adjusted EPS financial adjustments described above, and investors should not infer from our presentation of these non-GAAP financial measures that these costs are unusual, infrequent or non-recurring.

The following table reconciles net loss and diluted loss per share, the most directly comparable GAAP measures, to adjusted (loss) income and adjusted EPS:

(In thousands, except per share data)	First Quarters Ended			
	September 27, 2024		September 29, 2023	
Net loss and loss per share	\$ (17,525)	\$ (0.30)	\$ (36,708)	\$ (0.64)
Other non-operating adjustments, net	(1,735)		731	
Amortization of intangible assets	11,235		12,547	
Restructuring and other charges	2,260		9,546	
Impairment of long-lived assets	—		—	
Acquisition, financing and other third party costs	2,331		1,332	
Fair value adjustments from purchase accounting	177		177	
Litigation and settlement expense, net	1,394		503	
Stock-based and other non-cash compensation expense	10,560		8,951	
Impact to income taxes ⁽¹⁾	(6,253)		(10,758)	
Adjusted income (loss) and adjusted earnings (loss) per share ⁽²⁾	<u>\$ 2,444</u>	<u>\$ 0.04</u>	<u>\$ (13,679)</u>	<u>\$ (0.24)</u>
Diluted weighted-average shares outstanding		<u>58,585</u>		<u>57,105</u>

(1) Impact to income taxes is calculated by recasting income before income taxes to include the items involved in determining adjusted income and recalculating the income tax provision using this adjusted income from operations before income taxes. The recalculation also adjusts for any discrete tax expense or benefit related to the items.

(2) Adjusted earnings per share is calculated using diluted shares whereas Net loss per share or Adjusted loss per share is calculated using basic shares. There was no impact to the calculation of adjusted earnings per share as a result of this for the first quarters ended September 27, 2024 and September 29, 2023.

Free cash flow, a non-GAAP measure for reporting cash flow, is defined as cash provided by operating activities less capital expenditures for property and equipment, which includes capitalized software development costs. We believe free cash flow provides investors with an important perspective on cash available for investments and acquisitions after making capital investments required to support ongoing business operations and long-term value creation. We believe that trends in our free cash flow can be valuable indicators of our operating performance and liquidity.

Free cash flow is a non-GAAP financial measure and should not be considered in isolation or as a substitute for financial information provided in accordance with GAAP. This non-GAAP financial measure may not be computed in the same manner as similarly titled measures used by other companies. We expect to continue to incur expenditures similar to the free cash flow adjustment described above, and investors should not infer from our presentation of this non-GAAP financial measure that these expenditures reflect all of our obligations which require cash.

The following table reconciles cash used in operating activities, the most directly comparable GAAP financial measure, to free cash flow:

(In thousands)	First Quarters Ended	
	September 27, 2024	September 29, 2023
Net cash used in operating activities	\$ (14,660)	\$ (39,068)
Purchase of property and equipment	(6,236)	(8,015)
Free cash flow	<u>\$ (20,896)</u>	<u>\$ (47,083)</u>

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

See Note B to our consolidated financial statements (under the caption "Recently Issued Accounting Pronouncements").

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

See Note B to our consolidated financial statements (under the caption "Recently Adopted Accounting Pronouncements").

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There were no material changes in our exposure to market risk from June 28, 2024 to September 27, 2024.

ITEM 4. CONTROLS AND PROCEDURES***(a) Evaluation of Disclosure Controls and Procedures***

We conducted an evaluation under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively), regarding the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of September 27, 2024. We continue to review our disclosure controls and procedures and may from time to time make changes aimed at enhancing their effectiveness and to ensure that our systems evolve with our Company's business. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

(b) Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended September 27, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to litigation, claims, investigations and audits arising from time to time in the ordinary course of our business. Although legal proceedings are inherently unpredictable, we believe that we have valid defenses with respect to those matters currently pending against us and intend to defend ourselves vigorously. The outcome of these matters, individually and in the aggregate, is not expected to have a material impact on our cash flows, results of operations, or financial position.

On December 7, 2021, counsel for National Technical Systems, Inc. ("NTS") sent us an environmental demand letter pursuant to Massachusetts General Laws Chapter 21E, Section 4A, and CERCLA 42 U.S.C. Section 9601, related to a site that NTS formerly owned at 533 Main Street, Acton, Massachusetts. NTS received a Notice of Responsibility from the Massachusetts Department of Environmental Protection ("MassDEP") alleging trichloroethene, freon and 1,4-dioxane contamination in the groundwater emanating from NTS's former site. NTS alleges in its demand letter that the operations of a predecessor company to Mercury that was acquired in our acquisition of the Microsemi Carve-Out Business that once owned and operated a facility at 531 Main Street, Acton, Massachusetts contributed to the groundwater contamination. NTS is seeking payment from us of NTS's costs for any required environmental remediation. In April 2022, we engaged in a meet and confer session with NTS pursuant to Massachusetts General Laws Chapter 21E, Section 4A to discuss the status of the environmental review performed by NTS and its licensed site professional. We subsequently delivered a letter to NTS outlining the deficiencies in their claim and reiterated that we are not obligated to tender a substantive response to their demand without first having received the responsive information requested in connection with the meet and confer session. In April 2024, counsel for NTS sent additional communications on their demand that we participate in their environmental monitoring and remediation planning, and in May 2024, we responded with a rebuttal of the allegations. We believe the NTS claims are without merit and intend to defend ourselves vigorously. In addition, in November 2021, we responded to a request for information from MassDEP regarding the detection of PFAS (per- and polyfluoroalkyl substances) in the Acton, Massachusetts Water District's Conant public water supply wells near the former facility at 531 Main Street, Acton, Massachusetts at a level above the standard that MassDEP published for PFAS in October 2020. We have not been contacted by MassDEP since our response was provided in November 2021. It is too early to determine what responsibility, if any, we may have for these environmental matters.

On June 19, 2023, our Board of Directors received notice of our former CEO's resignation from his positions of President and Chief Executive Officer. The Board accepted his resignation effective June 24, 2023. In his notice, the former CEO claimed he was entitled to certain benefits, including equity vesting, severance, and other benefits, under his change in control severance agreement (the "CIC Agreement") because he had resigned with good reason during a potential change in control period. We dispute these claims and maintain that he resigned without good reason. On September 19, 2023, our former CEO filed for binding arbitration under the employment rules of the American Arbitration Association ("AAA"). An arbitrator was appointed on November 29, 2023, and an arbitration trial that was initially scheduled for mid-December 2024 has been rescheduled to late March 2025. On March 25, 2024, the arbitrator denied Mr. Aslett's motion for compensation during the dispute and payment of his legal fees, preserving those matters for the arbitration trial. We intend to contest vigorously the claims under the CIC Agreement and believe that we have strong arguments that our former CEO's claims lack merit. If the arbitrator rules in our favor, we may still need to pay the former CEO's reasonable legal fees, interest, and compensation during the dispute. If instead the arbitrator rules for the former CEO, we could be liable for up to approximately \$14.1 million, based on the closing price of our common stock on June 26, 2023, for accelerated equity vesting, severance and other benefits under the CIC Agreement, plus interest, legal fees and expenses and compensation during dispute, which could include Mr. Aslett's base salary and other amounts based on the compensation, benefit and insurance plans in which he participated. We categorically deny any wrongdoing or liability under the CIC Agreement, but the outcome of potential arbitration is inherently uncertain. Accordingly, it is reasonably possible that we will incur a liability in this matter, and we estimate the potential range of exposure from \$0 to \$14.1 million, plus costs and attorneys' fees, interest, and compensation to our former CEO during the dispute.

On December 13, 2023, a securities class action complaint was filed against us, Mark Aslett, and Michael Ruppert in the U.S. District Court for the District of Massachusetts. The complaint asserted Section 10(b) and 20(a) securities fraud claims on behalf of a purported class of purchasers and sellers of our stock from December 7, 2020, through June 23, 2023. The complaint alleged that our public disclosures in SEC filings and on earnings calls were false and/or misleading. On February 27, 2024, the Court entered an order appointing Carpenters Pension Trust Fund for Northern California as lead plaintiff. On April 18, 2024, the lead plaintiff filed an amended complaint including William Ballhaus and David Farnsworth as additional defendants and amended the class period to February 3, 2021 through February 6, 2024. We filed a motion to dismiss on May 24, 2024, and after the plaintiffs' filed their opposition motion and we filed our reply to their opposition, a hearing on the motion was conducted by the Court on July 24, 2024. On July 24, 2024, the Court dismissed the case without prejudice and permitted the plaintiffs 30 days to file an amended complaint. The plaintiffs filed for leave to amend their complaint on August 23, 2024, Mercury filed its opposition motion on September 6th, the plaintiffs filed their response brief on September 17th, and Mercury filed our reply on September 30th. On October 17, 2024, Mercury received a shareholder derivative demand alleging the same

claims as those covered in the federal securities class action. Subject to the terms of our by-laws and applicable Massachusetts law, Mr. Aslett, our former Chief Executive Officer, Mr. Ruppert, our former Chief Financial Officer, Mr. Ballhaus, our current Chief Executive Officer, and Mr. Farnsworth, our current Chief Financial officer, are indemnified by us for this matter. We believe the claims in the complaints are without merit and intend to defend our self vigorously. It is too early to determine what responsibility, if any, we will have for this matter.

On January 31, 2024, a former employee at our Torrance, California location, filed a wage and hour class action lawsuit in California state court in Los Angeles County, along with a companion Private Attorneys General Act ("PAGA") lawsuit, to act in a representative capacity for other Mercury Mission Systems, LLC employees in California, alleging a range of violations of California wage and hour regulations. On October 1, 2024, a second former employee at our Torrance location filed a PAGA notice to act in a representative capacity on allegations of a range of violations of California wage and hour regulations. We believe the claims in the complaints are without merit and intend to defend our self vigorously. It is too early to determine what responsibility, if any, Mercury will have for this matter.

ITEM 1A. RISK FACTORS

You should carefully review and consider the information regarding certain factors that could materially affect our business, financial condition or future results set forth under Item 1A (Risk Factors) in our Annual Report on Form 10-K for the fiscal year ended June 28, 2024. There has been no changes from the factors disclosed in our 2024 Annual Report on Form 10-K filed on August 13, 2024, although we may disclose additional changes to such factors from time to time in our future filings with the Securities and Exchange Commission.

ITEM 5. OTHER INFORMATION

During the first quarter ended September 27, 2024, none of the Company's directors or executive officers adopted , modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement as each term is defined in Section 408(a) of Regulation S-K.

ITEM 6. EXHIBITS

The following Exhibits are filed or furnished, as applicable, herewith:

<u>10.1*</u>	<u>Separation Agreement, dated January 25, 2024, between the Company and Christopher C. Cambria</u>
<u>10.2*</u>	<u>First Amendment to Restricted Stock Award Agreements Granted to Christopher C. Cambria on August 16, 2021 and February 15, 2022</u>
<u>10.3*</u>	<u>First Amendment to Performance Restricted Stock Award Agreement Granted to Christopher C. Cambria on August 16, 2021 and February 15, 2022</u>
<u>10.4*</u>	<u>First Amendment to Restricted Stock Award Agreement Granted to Christopher C. Cambria on August 17, 2023</u>
<u>10.5*</u>	<u>First Amendment to Performance Restricted Stock Award Agreement Granted to Christopher C. Cambria on August 17, 2023</u>
<u>10.6*</u>	<u>Separation Agreement, dated February 15, 2024, between the Company and Allen Couture</u>
<u>10.7*</u>	<u>First Amendment to Restricted Stock Award Agreement Granted to Allen Couture on October 17, 2022</u>
<u>10.8*</u>	<u>First Amendment to Performance Restricted Stock Award Agreement Granted to Allen Couture on October 17, 2022</u>
<u>31.1</u>	<u>Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>31.2</u>	<u>Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>32.1+</u>	<u>Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS	eXtensible Business Reporting Language (XBRL) Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Identifies a management contract or compensatory plan in which an executive officer or director of the Company participates.

+ Furnished herewith. This certificate shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

MERCURY SYSTEMS, INC.

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, thereunto duly
MERCURY SYSTEMS, INC.

By:

/s/ DAVID E. FARNSWORTH

David E. Farnsworth

Executive Vice President,

Chief Financial Officer

authorized, in Andover, Massachusetts, on November 5, 2024.



Separation Agreement and General Release

January 12, 2024

Revised as of January 24, 2024

Revised as of January 25, 2024

Mercury Systems, Inc. and its subsidiaries (the "Company") has notified the employee listed in the table below ("you" or the "Employee") that your employment will end on the Separation Date listed in the table below. This Separation Agreement and General Release (this "Agreement") outlines the special severance package and other consideration that the Company is offering to you in connection with your separation from the Company (the "Special Severance Package"). The table below has defined terms that are used throughout this Agreement:

Defined Term	Meaning
"You" or "Employee"	Christopher Cambria EVP, General Counsel, and Secretary 2650 Lake Shore Drive, Unit 2302, Riviera Beach, FL 33404
"Separation Date"	March 1, 2024
"Human Resources Business Partner"	Steve Ratner
"Number of Weeks of Salary Continuation after Termination of Employment"	78 weeks
"Due Date for Signed Agreement"	February 2, 2024

You must take the following actions to obtain the Special Severance Package:

1. You must sign this Agreement and then email that signed Agreement to Steve Ratner by the later of (a) the Due Date for Signed Agreement listed above, and (b) the end of the twenty-one (21) calendar day period after your receipt of this Agreement. If you cannot email the signed Agreement, please contact your Human Resources Business Partner for mailing instructions or other delivery options.
2. After the Separation Date, you must sign and deliver the Affirmation of Separation Agreement and General Release that is attached to this Agreement as Exhibit A (the "Affirmation") to the Company by email to Steve Ratner before the end of the twenty-one (21) calendar day period after the Separation Date. If you cannot email the Affirmation, please contact your Human Resources Business Partner for mailing instructions or other delivery options.
3. You must not revoke this Agreement during the revocation period specified in the "Consideration/Revocation" section of this Agreement.

Special Severance Package

The Company will provide you with the Special Severance Package described below in consideration of your acceptance of all of the terms and conditions of this Agreement and subject to your compliance with the terms and conditions hereunder.

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

1. Continued Employment. The Company will continue your employment through and including the Separation Date.
2. Salary Continuation. The Company will pay your regular salary to you for a period of week(s) equal to the Number of Weeks of Salary Continuation after Termination of Employment listed in the table on page 1 of this Agreement (the "Salary Continuation Period"), less legally-required and voluntarily-authorized deductions (such payments, the "Salary Continuation").

The Company will make the Salary Continuation payments to you beginning with the first payroll cycle after the Effective Date of the Affirmation. The Salary Continuation will be paid in equal installments on the Company's regularly scheduled paydays, without regard to your death or disability during such period.

3. Bonus. You will receive a lump sum payment of \$883,931 reflecting your target bonus for the Salary Continuation Period plus 66.667% of your target annual bonus (excluding any potential over-achievement bonus) for Fiscal Year 2024.

Any amount payable to you under this section will be paid to you as soon as administratively feasible following the Effective Date of the Affirmation.

4. Amendment to FY22 and FY24 Outstanding Equity Awards. Your outstanding fiscal 2022 equity awards shall be amended to provide the similar severance-based vesting as was included in your fiscal 2024 equity awards, such that by virtue of your execution of this Agreement, the vesting of your time-based awards granted in fiscal 2022 shall accelerate at the Separation Date for the number of shares that would vest thereunder during the 12-month period following your Separation Date, and the vesting of the performance awards shall be prorated based on the portion of the vesting period satisfied through the February 28, 2025, with the actual payout dependent on the Company's performance for the entire performance period. Your outstanding fiscal 2024 time-based equity awards shall be amended to provide that the vesting of your time-based awards granted in fiscal 2024 shall accelerate at the Separation Date for the number of shares that would vest thereunder during the 24-month period following your Separation Date, and the vesting of the performance awards shall be prorated based on the portion of the vesting period satisfied through the February 28, 2025, with the actual payout dependent on the Company's performance for the entire performance period.
5. Consulting Agreement. A 12-month post-employment consulting agreement with a monthly cash retainer of \$33,133, under which you would provide legal advice, services and support as requested from time to time by the office of the General Counsel in connection with: (1) the transition of your duties and transfer of your knowledge to one or more employees of the Company; and (2) the prosecution or defense of any legal matters arising from any facts or circumstances in existence on or prior to the Separation Date (with your monthly hours under the consulting agreement not to exceed 20% of the typical monthly hours previously incurred by you during your final three years of employment with the Company). You may engage in other employment and consulting during the term of the consulting agreement provided that it does not unreasonably interfere with your ability to perform the services to Mercury. The form of consulting agreement is attached hereto as attachment A and will be executed as of the Separation Date.
6. Benefits. By virtue of your employment through March 1, 2024, you will continue to be eligible for medical, vision and/or dental coverage under the Company's group health plan at active employee rates through March 31, 2024, provided that you are currently a participant in such plan. In addition, if you currently participate in medical, vision and/or dental coverage under the Company's group health plan,

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

and you properly and timely elect to continue such coverage beginning April 1, 2024 in accordance with the continuation requirements of COBRA, then the Company shall pay the same portion of your premium as it pays with respect to active employees (at the same level of coverage for you and your covered dependents in effect immediately prior to the Separation Date) for a period of time equal to the Salary Continuation Period (unless your COBRA coverage period ends earlier) (the "COBRA Payment Period").

Following the COBRA Payment Period, and provided that the COBRA coverage period has not expired, you shall be entitled to continue your elected COBRA coverage for the remainder of the COBRA coverage period at your own and sole expense. Company payments of your COBRA premiums are subject to all the terms and conditions set forth in the Company's group health plan and are intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended (the "Code").

If the Company, in its sole discretion, determines that the payments of any COBRA premiums would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the premium payments may be imputed as income and treated as taxable to you to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

If you become employed by another employer and are eligible for coverage under the group benefits plan of the new employer, then the Company will no longer pay premiums for COBRA continuation as of the date of eligibility. You agree to immediately notify the Company in writing of such new employment so that the Company receives such notification prior to the commencement of such new employment. You shall deliver such notice to Mercury Systems, Inc., Attention: Total Rewards, 50 Minuteman Road, Andover, MA 01810.

Your basic group life insurance coverage includes a portability provision. In accordance with this provision, you may elect within 30 days of the termination of your employment to continue this coverage at rates which are based on the portable pool experience of the applicable insurance provider.

7. **Outplacement Services.** The Company will provide you with outplacement services through a provider designated by the Company in an amount up to \$30,000 at the level of executive outplacement.
8. **Waiver of Reimbursement Obligations.** The Company will waive any obligation that you reimburse the Company for tuition payments previously reimbursed to you, any signing bonus, or any relocation or immigration assistance paid or provided to you by the Company that would otherwise be required to be repaid to the Company in connection with the termination of your employment.

You understand and agree that you would not receive the monies and/or benefits specified above, except for your timely signing and non-revocation of this Agreement and the fulfillment of the promises contained herein. If you breach any provision of this Agreement, then you shall not be entitled to any additional monies and/or benefits specified above; however, your release of claims shall remain in effect.

Performance of Job Duties

You must continue to satisfactorily perform your job duties through January 29, 2024. Those actions include, but are not limited to, continuing to work your regularly scheduled hours, organizing your electronic and hard copy files for transition to appropriate persons designated by the Company, your professional and good faith

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

participation in any meetings with appropriate Company employees regarding your responsibilities and past and current projects, maintaining a professional, discreet, and collaborative demeanor during any interactions with Company employees, customers, suppliers, and/or consultants, and your performance of any other duties or projects that may be directed by the Company to assist with the transition of your duties. You are permitted to work remotely effective January 29, 2024, at which time you shall cease to be an executive officer of Mercury and will be given the title of Special Counsel. From January 29, 2024 through the Separation Date, you shall only be required to perform transition and other duties along the lines outlined in the Consulting Agreement discussed above.

Acknowledgements and Affirmations

You affirm that you have not filed, caused to be filed, or presently are a party to any claim against the Company. Nothing in this Agreement or these affirmations is intended to impair your rights under whistleblower laws or cause you to disclose your participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity. You also affirm that you have reported all hours worked as of the date you sign this Agreement and have been paid and/or have received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date you sign this Agreement, except for any payments due under the Special Severance Package. You also affirm you have been reimbursed for all necessary expenses or losses in following the Company's directions or incurred by you within the scope of your employment as of the date you sign this Agreement. You affirm that you have no known workplace injuries or occupational diseases. You further affirm that you have been granted any leave to which you were entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws. You also affirm that you have not reported internally to the Company any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud, and you have not been retaliated against for reporting any such allegations internally to the Company. You and the Company acknowledge your rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

General Release, Claims Not Released & Related Provisions

General Release. You, on your own behalf and on behalf of your heirs, executors, administrators, successors, and assigns, hereby voluntarily and knowingly release and forever discharge the Company and all of its predecessor, successor, parent, subsidiary, affiliated and related companies and all of their present, former and future directors, officers, trustees, members, attorneys, employees, shareholders, agents, successors, assigns and representatives, individually and in their official capacities, and their employee benefit plans and programs and their administrators and fiduciaries, individually and in their official capacities (collectively referred to as the "Releasees") of and from any and all claims, known or unknown, suspected or unsuspected, asserted or unasserted, arising or which may have existed at any time to the date of the signing of this Agreement, whether in law or equity, including, but not limited to, any claims arising from any alleged violation by Releasees of any federal, state or local statutes, ordinance or common laws, specifically including, but not limited to, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Immigration Reform and Control Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act of 2008, the Massachusetts Law Against Discrimination, G.L. c. 151 B, Massachusetts Wage Payment Statute, G.L. c. 149, § §148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq., Massachusetts Wage and hour laws, G.L. c.

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

151§1A et seq.; the New Jersey Law Against Discrimination, N.J. Rev. Stat. § 10:5-1 et seq., the New Jersey Conscientious Employee Protection Act, N.J. Stat. Ann. § 34:19-3 et seq., and any and all other federal, state, county or local ordinances, statutes or regulations or public policy, all as may be amended, which may lawfully be released, and any other claim relating to or arising out of your employment with or separation from the Company, including, without limitation, any claim for costs, fees or other expenses including attorneys' fees in connection with these matters. Further, you hereby agree to resign from all affiliated Company director or fiduciary positions, including any board of directors, board committee, and benefit plan fiduciary positions with the Company and any parent, subsidiary, and affiliates of the Company.

Claims Not Released. You are not waiving any rights you may have to: (i) your own vested or accrued employee benefits under any applicable Company qualified retirement benefit plan and non-qualified deferred compensation matching plan as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; and (iv) enforce this Agreement or the Consulting Agreement.

Governmental Agencies. Nothing in this Agreement prohibits, prevents, or otherwise limits you from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., the Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Securities and Exchange Commission) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, your rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, non-disparagement, and return of property clauses, prohibits you from: (i) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (ii) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (iii) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. You are not required to notify or obtain permission from the Company when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents you from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs. Additionally, nothing in this Agreement prohibits or prevents you from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of the Company or any agents or employees of the Company, when you have been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature.

Collective/Class Action Waiver. If any claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Company or any other Releasee identified in this Agreement is a party relating to facts or circumstances arising on or prior to the Separation Date.

Waiver of Civil Code Section 1542

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

The following provision is applicable to you only if you have worked for the Company in California.

To effect a full and complete general release as described above, you expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, you expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims you do not know or suspect to exist in your favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. You warrant you have read this Agreement, including this waiver of California Civil Code section 1542, and that you have consulted with or had the opportunity to consult with counsel of your choosing about this Agreement and specifically about the waiver of section 1542, and that you understand this Agreement and the section 1542 waiver, and so you freely and knowingly enter into this Agreement. You further acknowledge that you later may discover facts different from or in addition to those you now know or believe to be true regarding the matters released or described in this Agreement, and even so you agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. You expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to you relating thereto.

Non-Disclosure

You agree that you will not disclose, directly or indirectly, the existence of this Agreement or any terms or provisions of this Agreement, except: (a) to members of your immediate family, on the condition that they be advised that they cannot further disclose the same to others; (b) as may be necessary to obtain professional legal, tax and/or financial planning advice; (c) as required by applicable law; and/or (d) to any federal, state or local government agency. For purposes of this paragraph, "immediate family" includes spouse, parents and children. By signing this Agreement, your signature affirms that you have not previously breached this paragraph. You acknowledge this provision constitutes a material inducement to the Company to enter into this Agreement. Nothing in this Agreement has the purpose or effect of preventing you from making truthful disclosures about alleged unlawful conduct. Additionally, this provision shall not be construed to limit your rights under the National Labor Relations Act including, but not limited to, the right to engage in protected concerted activity, including discussing terms and conditions of employment with coworkers, and attempting to improve terms and conditions of employment through channels outside the immediate employee-employer relationship, such as through the National Labor Relations Board.

Non-Disparagement

You agree that you will refrain from making false statements that are maliciously disparaging or defamatory about Releasees, or Releasees' customers, suppliers, or vendors, including but not limited to

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor, on blogs, by text or email or other electronic means. This provision does not prohibit you from making truthful statements about the terms or conditions of your employment, or from exercising your rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

The Company will direct its Board of Directors and Executive Leadership team to refrain from making false statements that are maliciously disparaging or defamatory of you.

Protection of Confidential Information

You further agree that you have not and will never, directly or indirectly, use or disclose any Confidential Information of Releasees. For purposes of this Agreement, "Confidential Information" is defined as any and all information not generally known to others with whom Releasees do business, or plan to compete or do business (including, without limitation, information related to Releasees' services, customers, customer lists, markets, developments, inventions, processes, formulas, technology, marketing, finances and all other business information), and also includes comparable information that Releasees receive or have received belonging to others who do business with Releasees. This obligation specifically includes, but is not limited to, information protected from disclosure by the Health Insurance Portability and Accountability Act, the Americans with Disabilities Act and all other federal and state laws governing the confidentiality of employee information. Confidential Information includes all information that Releasees receive or have received from others with any understanding, express or implied, that it will not be disclosed. Confidential information does not include information regarding wages or other terms and conditions of employment. Under the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to your attorney in relation to a lawsuit against the Company for retaliation against you for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You acknowledge and recognize that any disclosure of Confidential Information by you may give rise to irreparable injury to Releasees, which may not be adequately compensated by monetary damages, and that Releasees shall be entitled, in addition to any other damages, to obtain without posting a bond, an injunction restraining you from disclosing, in whole or in part, the Confidential Information (or from rendering services to any person or entity to whom such Confidential Information, in whole or in part, may be or has been disclosed).

Return of Property

Except as provided otherwise in this Agreement or by law, you agree to return to the Company immediately upon your separation or as otherwise requested by the Company, without copying or otherwise reproducing, all the Company property, including without limitation, Confidential Information, computer and paper files, mailing lists, reports, memoranda, records, computer hardware, software, data, cellular telephones, credit cards, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company, and that you will not retain any copies, duplicates, reproductions or excerpts thereof.

Assignment of Intellectual Property

You hereby assign to the Company any right, title and interest to all Intellectual Property, to the maximum extent permitted by applicable law. You agree to sign any and all applications for domestic or foreign patents,

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

copyrights, and other proprietary rights and to do such other acts (including, among others, the signing and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company and to permit the Company to enforce any patents, copyrights and other proprietary rights in the Intellectual Property, to the maximum extent permitted by applicable law. You will not charge the Company for time spent in complying with these obligations. For purposes of this Agreement, "Intellectual Property" means inventions, copyrightable works, discoveries, developments, clinical and other research materials, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by you (whether alone or with others) during your employment that relate in any way to the business, products or services of the Company or to any prospective activity of the Company, or which were assisted in any way by Company resources or facilities. Intellectual Property includes, without limitation, all Confidential Information. Furthermore, you acknowledge and agree that, without obtaining prior written authorization from the Company's General Counsel, you are prohibited from (a) publishing any information or materials related to or arising out of your employment at the Company, and (b) mentioning the Company in any published work.

Enforcement of Covenants

You agree that if you violate any of the foregoing covenants, then in addition to all other remedies that may be available and damages that may be awarded to the Company, you shall continue to be bound by the restrictions set forth in such covenant until a period of twelve (12) months has expired without any violation of such provision, to the maximum extent permitted by applicable law. You further acknowledge that the scope of prohibited activities and time duration of these restrictions are reasonable in nature and are no broader than are necessary to maintain the goodwill of the Company and the confidentiality of its Confidential Information and to protect the other legitimate business interests of the Company. You further acknowledge that assertion of a breach of this Agreement by the Company shall not serve as a defense to claims arising from the Company's enforcement of this Agreement.

No Admission

You acknowledge and agree that the existence and signing of this Agreement shall not be considered as an admission by Releasees of wrongdoing or any liability, error, violation or omission. The purpose of this Agreement is to "buy peace" from future claims.

Cooperation

You agree that following the separation of your employment with the Company, you will cooperate fully with the Company, subject to and in accordance with the terms of the Consulting Agreement, upon the Company's written request with reasonable notice, in relation to the defense, prosecution or other involvement by the Company, in any continuing or future claims, lawsuits, charges, audits and internal or external investigations that arise out of events or business matters that occurred during your employment with the Company to the extent you are not taking a position adverse to the Company in such matters. This continuing duty of cooperation shall include you being available to the Company, upon reasonable notice, for depositions, interviews and appearances as a witness, and furnishing information to the Company and its legal counsel upon request. The Company agrees to reimburse you for reasonably documented travel, food, and lodging expenses in connection with the aforementioned cooperation. If you are employed at a new employer, you shall not be required, in connection with the aforementioned cooperation, to be absent from your employment in a manner that causes you to lose wages or to use up paid vacation time granted to you by your new employer unless you are fairly compensated for such lost wages or lost paid vacation time.

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

Further, you agree to be available to the Company, upon reasonable notice, to answer questions regarding matters in addition to the legal matters discussed in the above paragraph on the same terms as set forth above.

Entire Agreement

This Agreement and the Consulting Agreement constitute the entire agreement between you and Releasees and supersedes all prior and contemporaneous agreements, communications and understandings, written or oral, with respect to all matters including, but not limited to, your employment and its separation; provided, however, that this Agreement shall not terminate or supersede any ongoing obligations you may have pursuant to your Confidentiality Agreement with the Company, and any and all arbitration, intellectual property, non-compete, restrictive covenant, non-solicitation, non-disclosure, or confidentiality agreements between you and the Company that exist on the date of this Agreement which shall remain in full force and effect according to their terms. You acknowledge that you have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept this Agreement, except for those set forth in this Agreement. This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of this Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

Understanding and Governing Law

In signing this Agreement, you give the Company assurance that you have read and understand all provisions of this Agreement and that you have signed this Agreement freely and voluntarily. You acknowledge and understand that this Agreement will be governed by and interpreted in accordance with the laws of the state in which you worked for the Company as of the date you sign this Agreement, without giving effect to its conflicts of laws provisions. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. If any portion of this Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Remedies Upon Breach

You agree and understand that if you breach any term of this Agreement, in addition to all other remedies available to Releasees in law and in equity, the Company shall be entitled to: (a) discontinue its obligations under this Agreement; (b) recover any and all expenses (including costs and attorneys' fees) incurred in recovering any and all consideration paid to you pursuant to this Agreement; and (c) obtain a court order enforcing the breached provision(s) of this Agreement. You further understand that you could be held liable in monetary damages to Releasees for any action constituting a breach under this Agreement. This paragraph does not limit the right of Releasees to sue for breach of this Agreement and obtain injunctive relief in connection therewith, nor does it limit your right to sue for breach of this Agreement and obtain injunctive relief in connection therewith. You acknowledge and agree that the return of any consideration paid to you pursuant to this Agreement shall not affect the validity of this Agreement. You shall have no automatic repayment obligations if you were to challenge the Age Discrimination in Employment Act waiver only.

Consideration/Revocation

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

The Company wants to be certain that this Agreement, and the consideration (including the Special Severance Package) provided hereunder, will resolve any concerns you may have. The Company therefore encourages you to carefully consider the terms of this Agreement and to seek the advice of an attorney before signing it.

You acknowledge that you have had a period of at least twenty-one (21) calendar days to consider the terms of this Agreement. You may sign this Agreement and return it to your Human Resources Business Partner at any time within this twenty-one (21) calendar day period.

You may revoke this Agreement during the seven (7) calendar days immediately following your signing of this Agreement by submitting a revocation, in writing, to your Human Resources Business Partner. The revocation must be postmarked, or if personally delivered received by your Human Resources Business Partner, within seven (7) calendar days after you sign or enter into this Agreement.

If you do not revoke this Agreement prior to the expiration of this seven (7) day period, this Agreement shall take effect at that time as a legally binding agreement between you and the Company on the basis set forth herein (the "Effective Date").

If you accept the terms of this Agreement, please sign below and return this Agreement to your Human Resources Business Partner on or before the end of the twenty-one (21) calendar day period after your receipt of this Agreement.

YOU ARE HEREBY ADVISED THAT YOU HAVE TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND ANY AND ALL INFORMATION PROVIDED, AND ARE HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING OF THIS SEPARATION AGREEMENT AND GENERAL RELEASE.

HAVING ELECTED TO SIGN THIS SEPARATION AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS ABOVE, YOU FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SEPARATION AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YOU HAVE OR MIGHT HAVE AGAINST MERCURY SYSTEMS, INC. AND RELEASEES.

Sincerely,



Steve Ratner
Executive Vice President & CHRO

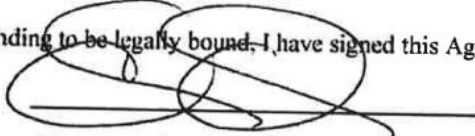
mercury

This is a legal document. You have been advised to consult with an attorney prior to signing this Agreement.

By signing this Agreement, you acknowledge and affirm that you are competent, that you were provided at least twenty-one (21) calendar days to review and consider this Agreement with an attorney of your choice, that you have read and understand and accept this document as fully and finally waiving and releasing any and all claims and rights which you may have against Releasees (as defined above), including any and all claims and rights under the Age Discrimination in Employment Act, that you have received and understood all information required by the Age Discrimination in Employment Act, that no promises or inducements have been made to you except as set forth in this Agreement, and that you have signed this Agreement freely, knowingly and voluntarily, intending to be legally bound by its terms.

Intending to be legally bound, I have signed this Agreement as of the date set forth below.

Signature:



Name:

Christopher Cambria
Christopher Cambria

Date:

January 25, 2024

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//



EXHIBIT A

AFFIRMATION OF SEPARATION AGREEMENT AND GENERAL RELEASE

On _____, 2024, I voluntarily signed a Separation Agreement and General Release with Mercury Systems, Inc. and its subsidiaries (the "Company"). I was provided an opportunity to consider the Separation Agreement and General Release pursuant to the terms of the Separation Agreement and General Release. I was advised by the Company in the Separation Agreement and General Release to consult with an attorney of my choosing prior to signing the Separation Agreement and General Release.

I have not revoked my acceptance or signing of that Separation Agreement and General Release. Pursuant to my obligations as set forth in the Separation Agreement and General Release and in consideration of the promises and benefits provided to me pursuant to the Separation Agreement and General Release, I hereby reaffirm, restate effective as of today and incorporate by reference my acceptance of the terms of that Separation Agreement and General Release, including but not limited to my release of any and all claims against the Company and Releasees arising out of my employment with the Company, as set forth in the Separation Agreement and General Release.

I acknowledge and agree that I have not filed, caused to be filed, or presently are a party to any claim against the Company. I have reported all hours worked as of the date set forth below, and have been paid and/or have received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date set forth below, excluded any payments to be made pursuant to the Separation Agreement and General Release. I also affirm that I have been reimbursed for all necessary expenses or losses in following the Company's directions or incurred by me within the scope of my employment. I affirm that I have no known workplace injuries or occupational diseases. I further affirm that I have been granted any leave to which I was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws. I also affirm that I have not reported internally to the Company any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud, and I have not been retaliated against for reporting any such allegations internally to the Company. I acknowledge my rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

I have returned all of the Company's property, including, but not limited to, any and all documents, records, identification cards, keys, computer or other electronic equipment, telephones, computer access codes, electronic storage devices, instructional or personnel manuals, and other physical property, which I received or prepared or helped to prepare in connection with my employment with the Company, as well as all Confidential Information as defined in the Separation Agreement and General Release. I agree that I have not kept copies of any Confidential Information in any form, whether print, electronic or otherwise. I agree that I have disclosed to the Company all passwords that I used to access the Company's computer and other systems.

I warrant and represent that I have not breached any of my obligations pursuant to the Separation Agreement and General Release. Moreover, I understand and acknowledge that the Company may void this Affirmation and the Separation Agreement and General Release (and the benefits offered therein) if I have engaged in any intentional misconduct that the Company determines, by unanimous vote of the Board of

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

Directors, is materially and adversely harmful to the Company prior to the effective date of this Affirmation (the "Effective Date of the Affirmation"). I understand that if the Company voids this Affirmation and the Separation Agreement and General Release based on my inappropriate conduct, the benefits of the Separation Agreement and General Release will not be available to me.

I acknowledge that I have been encouraged to carefully consider the terms of this Affirmation and to seek the advice of an attorney before signing it. I also acknowledge that I have had at least twenty-one (21) calendar days to consider the terms of this Affirmation, and that I have been advised that I may revoke this Affirmation at any time during the seven (7) days immediately following my signing of this Affirmation by submitting a written revocation to Steve Ratner, EVP, Chief Human Resources Officer. If not revoked, the eighth day after I sign this Affirmation is the Effective Date of the Affirmation.

Intending to be legally bound, I have signed this Affirmation as of the date set forth below.

Signature: _____

Name: _____
Christopher Cambria

Date: _____



ATTACHMENT A

Consulting Agreement

[attached]

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is made and entered into effective this 25th day of January, 2024 ("Effective Date"), by and between Christopher Cambria with a place of business located at 2650 Lake Shore Drive, Unit 2302, Riviera Beach, FL 33404 ("Consultant") and Mercury Systems, Inc. with a principal place of business located at 50 Minuteman Road, Andover, MA 01810 ("Mercury") (each, a "Party" and, collectively, the "Parties").

WHEREAS, Mercury has the need for the provision of certain services; and

WHEREAS, Consultant has been employed by Mercury as General Counsel and Senior Counsel from August 1, 2016 and has represented to Mercury that he has the requisite expertise to provide the services; and

WHEREAS, Mercury desires to retain Consultant, and Consultant has agreed, to provide the services on the terms and conditions set forth herein, following the termination of Consultant's employment with Mercury.

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

1. Definitions

1.1. "Deliverables" means all data, information, materials, inventions, computer programs and computer software (including, without limitation, all source code), designs, samples, specifications, schematics, processes and formulae, development tools, inventions, ideas, concepts, know-how, techniques, materials, flow charts, outlines, lists, compilations, manuscripts, writings and pictorial materials, and all documentation and media constituting, describing, or relating to the foregoing including, without limitation, manuals, memoranda, records, and deliverables, conceived, created, developed, and/or reduced to practice during the term of this Agreement in connection with a Statement of Work by Consultant, or jointly by Mercury and Consultant, or otherwise by Consultant pursuant to specifications or materials provided by Mercury.

1.2. "Force Majeure Event" [RESERVED]

1.3. "Mercury Content" means the specifications and/or materials, proprietary tools, and methodologies including, but not limited to software and hardware, provided by Mercury to Consultant or of which Consultant otherwise becomes aware.

1.4. "Services" means the services provided by Consultant to Mercury pursuant to this Agreement, as further described in each Statement of Work.

1.5. "Standard Tools" means Consultant's proprietary tools, methodologies, and materials developed prior to the performance of Services and used by Consultant in the performance of the Services.

Does not contain Technical Data.
//Mercury Proprietary/No Tech Data//

1.6. "Statement of Work" means the executed Statement of Work that is attached to this Agreement as an exhibit that describes the Services to be performed by Consultant for Mercury. Such a Statement of Work shall be in the form of the template statement of work set forth as Exhibit A to this Agreement.

1.7. "Third Party Content" means the third party specifications and/or materials, tools, and methodologies, including, but not limited to software and hardware, and other third party data and information provided by Mercury to Consultant or of which Consultant becomes aware.

2. Services

2.1. Scope of Services. Consultant shall provide Mercury with the Services, as described in and agreed to by Consultant in one or more Statements of Work, in accordance with the specifications, requirements, and timeframes set forth therein. The provision of Services by Consultant shall be subject to and governed by the terms and conditions of this Agreement and the terms and conditions stated in the Statement of Work. No Services shall be provided by virtue of this Agreement alone but shall be provided in accordance with the applicable Statement of Work. If there is a discrepancy between the Statement of Work and this Agreement, this Agreement shall control unless the Statement of Work specifically references and amends a section of this Agreement. As appropriate, each Statement of Work will describe the work to be done, results to be achieved, the fees or other charges, the start date, and the particular employees or other personnel provided. Each Statement of Work will provide the project objectives and scope of Services, the roles and responsibilities of Consultant and Mercury, Deliverables, acceptance criteria, project management, and quality approach, as well as other required details. Unless otherwise set forth in the applicable Statement of Work, all written Deliverables delivered to Mercury shall be written in the English language.

2.2. Scheduling. Consultant shall provide all Services and Deliverables in accordance with the timeframes established in the applicable Statement of Work. Consultant shall provide Mercury with advance written notice in the event Consultant foresees any difficulties in meeting the timeframes or costs established in the applicable Statement of Work. For the avoidance of doubt, any modified timeframes and additional costs shall be subject to Mercury's prior written consent. Consultant will not exceed any estimate of time, fees, or costs without the prior written consent of Mercury.

2.3. Service Management. Consultant will be solely responsible for managing the relationship with Mercury and will:

- (a) be the primary contact for Mercury in dealing with operational issues arising under this Agreement;
- (b) have overall responsibility for managing and coordinating the delivery of the Services;
- (c) meet as needed with Mercury's authorized representatives within the parameters established by the Statement of Work; and

- (d) have the power and authority to make decisions with respect to actions to be taken in the ordinary course of day-to-day performance of the Services in accordance with this Agreement.

2.4. Consultant Relationship and Benefits. Consultant is not entitled to any compensation (except as agreed to in a Statement of Work) or benefits from Mercury, including but not limited to retirement, medical coverage, life insurance, or other benefits, which may be afforded to Mercury's regular employees (other than as set forth in a separate agreement between the Parties such a separation agreement for a former Mercury employee).

2.5. Subcontractors. Consultant shall not delegate any Services to be performed under this Agreement to a subcontractor.

2.6. Corrective Actions. If the Services are not provided with the skill and expertise required by this Agreement, Consultant shall undertake the following corrective actions for any problem or issue reported by Mercury:

- (a) Mercury will notify Consultant when there is a problem or issue with the delivery of Services (including any breach of law or inappropriate conduct of any Consultant).
- (b) Consultant will meet or confer with Mercury within one (1) business day (or such other time as mutually agreed upon by the Parties) to assess the delivery problems or issues and develop a corrective action plan.
- (c) Unless mutually agreed upon by the Parties, the corrective action plan shall provide remedy:
 - (i) for critical business matters within one (1) business day including removal of the subject employee or other personnel, if requested by Mercury; and
 - (ii) for normal business matters within five (5) business days including removal of the subject employee or other personnel, if requested by Mercury.

2.7. Security. Consultant shall comply with the Mercury's rules and regulations, including those relating to access and security as in effect from time to time, as a condition to being provided access to Mercury's facilities or systems. Mercury's facilities contain export-controlled information and items as well as U.S. government-classified information and items. Mercury is required by law to ensure that unauthorized persons do not have access to such information and items. To enable Mercury to comply with all applicable requirements relating to such matters, Mercury reserves the right, at any time while Consultant is at Mercury's facilities, to search the belongings of Consultant and to require that Consultant empty any pockets and other concealed areas of clothing and display the contents of those pockets and areas to Mercury's authorized representatives.

2.8. Final Acceptance Procedure.

(a) Except as otherwise provided in a Statement of Work, upon completion of each Deliverable identified under a Statement of Work and delivery of such Deliverable to Mercury, Consultant shall advise Mercury in writing that Mercury must provide Consultant with written notice of its acceptance or rejection of the Deliverable.

(b) Except as otherwise provided in a Statement of Work, Mercury shall respond within thirty (30) days of its receipt of the request either (i) finally accepting the Deliverable, or (ii) notifying Consultant of its rejection of the Deliverable and detailing and documenting what it considers to be incomplete or not performing in accordance with the material specifications, including a description of such deficiency that is the basis for rejection of such Deliverable.

(c) If a deficiency is claimed, Consultant shall respond to Mercury within ten (10) days of receipt of Mercury's response with a plan to cure the deficiency. The plan shall include the period required to cure the deficiency, provided, however, that the cure period may not exceed thirty (30) days. After completing its efforts to cure the Deliverable, Consultant shall provide Mercury with the revised Deliverable and the acceptance procedure described herein will be followed again. If Mercury, at any time in its sole discretion, determines that the deficiency has not been cured to Mercury's satisfaction and/or that the revised Deliverable does not otherwise conform to its specifications or applicable documentation, Mercury shall have the option to extend the cure period or terminate the applicable Statement of Work. If Mercury chooses to terminate the Statement of Work, Mercury, in its sole discretion shall either (i) retain all other Deliverables and receive a full refund of all fees paid for the unaccepted Deliverable, or (ii) if Mercury reasonably believes that the conforming Deliverables have insufficient value without successful delivery by Consultant of all Deliverables contemplated in the applicable Statement of Work, return all Deliverables and receive a full refund of all fees paid under the Statement of Work. Mercury shall not be charged for Consultant's cure of any deficiency in any Deliverable provided to Mercury for testing pursuant to Section 2.9(a) whether the applicable engagement is a time and materials or fixed rate engagement.

(d) To the extent that Deliverables that have been returned to Consultant contain any Confidential Information of Mercury or any third party, Consultant shall destroy all notes, memoranda, programs or other materials, wherever located, which Consultant made or possesses relating in any way to any of the foregoing and confirm such destruction to Mercury in writing.

3. Service Changes

3.1. [RESERVED]

4. Fees and Expenses

4.1. Services Fee. Mercury shall pay Consultant for Services provided under a Statement of Work in accordance with any one or all of the following, as specified in the applicable Statement of Work:

- (a) Time and materials at an individual rate per hour worked per individual furnished by Consultant;
- (b) A fixed rate for completion of all Services and delivery of all conforming Deliverables; or
- (c) At any other rate agreed to by Mercury and Consultant, set forth in such Statement of Work.

4.2. Travel and Other Expenses. Mercury shall reimburse Consultant for all reasonable out-of-pocket travel and other expenses (over and above normal daily expenses of working and commuting) incurred by Consultant in connection with Services as further provided under a Statement of Work. All such travel and other expenses must be authorized by Mercury prior to being incurred unless otherwise provided in the applicable Statement of Work.

4.3. Additional Charges. Mercury shall also pay, as additional charges under this Agreement, amounts equal to any taxes, however designated, levied, or based on this Agreement, or on Services provided hereunder, including state or local sales taxes, value added taxes, and use or service taxes, if applicable, or amounts in lieu thereof paid or payable by Consultant in respect of the foregoing, excluding any taxes based upon Consultant's net or gross income. In the event that any tax levied hereunder is later held to be invalid, Consultant shall refund to Mercury any amount paid by Mercury of the tax held to be invalid.

4.4. Invoices. Mercury shall pay Consultant the fixed services fee on the date specified in the Statement of Work, as well as all undisputed amounts of Consultant's travel and other expenses, if applicable, within thirty (30) days of Mercury's receipt of an applicable monthly invoice from Consultant. All invoices and any taxes and other payments due under this Agreement shall be paid in US dollars.

5. Proprietary Information

Mercury may from time to time communicate to Consultant, or Consultant may otherwise gain access to, certain proprietary business and/or technical information with respect to Mercury's operations, business plans, and/or intellectual property (the "Information"). Information for purposes of this Section shall also include Deliverables. Consultant shall treat all Information as proprietary, whether or not so identified, and shall not disclose, or permit the disclosure of, any Information without the prior written consent of Mercury. Consultant shall limit the use and disclosure of the Information within its organization to the extent necessary to perform its obligations hereunder. Consultant shall ensure that its employees and other personnel or others to whom it gives, or whom may otherwise gain access to, the Information under the terms of this Agreement shall comply with the obligations of confidentiality set forth in this Section 5. If Consultant is an individual, Consultant shall execute an Acknowledgement of Proprietary Information and Confidentiality Obligations in the form of Attachment 1 attached hereto prior to the date that Consultant performs any Services for Mercury and shall provide a signed copy of such form to Mercury.

6. Intellectual Property

6.1. Deliverables. All Deliverables shall belong exclusively to Mercury. Consultant acknowledges that all Deliverables are being created for Mercury as “works made for hire” and shall be the exclusive property of Mercury. To the extent the Deliverables are not deemed a “work for hire” under applicable law, Consultant hereby irrevocably assigns and transfers to Mercury all right, title and interest in the Deliverables, including but not limited to patent and copyright interests and rights to create derivative works, and shall execute all documents reasonably required and provide all assistance reasonably necessary for Mercury to perfect its rights in such Deliverables.

6.2. Consultant Tools. All of Consultant’s Standard Tools shall remain the property of Consultant. If any Standard Tools are used or incorporated into Deliverables by Consultant in its performance of the Services hereunder, Consultant hereby grants to Mercury a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, paid-up license to use, display, copy, and modify such Standard Tools in connection with Mercury’s use of such Deliverable.

6.3. Mercury Content. All Mercury Content is owned solely by Mercury and is the Confidential Information of Mercury. Subject to the terms and conditions of this Agreement Mercury grants to Consultant a worldwide, royalty-free, non-exclusive and non-transferable license to store, manage and use any Mercury Content provided to Consultant by Mercury, all solely in connection with and for the purposes of providing the Services to Mercury hereunder. Such license shall terminate immediately upon the termination of this Agreement or earlier, upon completion of the Statement of Work.

6.4. Third Party Content. All Third Party Content is owned solely by Mercury or the applicable third party and shall be considered the Confidential Information of Mercury and such third party. Subject to the terms and conditions of this Agreement, Mercury grants to Consultant a limited, non-exclusive, non-transferable and revocable right to use, the Third Party Content solely in connection with and for the purposes of providing the Services to Mercury hereunder subject to any restrictions imposed by such third party. Such right of use shall terminate immediately upon the misuse of such Third Party Content by Consultant, the termination of this Agreement, or upon completion of the Statement of Work, whichever occurs first.

6.5. Restrictions. Consultant agrees that she will not: (i) permit any third party to use Mercury Content or the Third Party Content; (ii) sell, rent, license or otherwise use Mercury Content or the Third Party Content for any purpose other than as expressly authorized under this Agreement; or (iii) allow or cause any information accessed or made available through use of the Mercury Content or Third Party Content to be published, redistributed, retransmitted, or used for any purpose other than as expressly authorized under this Agreement.

6.6. No Modifications; Reverse Engineering. Consultant agrees not to modify the Mercury Content or the Third Party Content in any way, enhance or otherwise create derivative works based upon the Mercury Content or the Third Party Content or reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the Mercury Content or the Third Party Content, without Mercury’s express prior consent.

6.7. Compliance. In connection with its access to and use of the Mercury Content and the Third Party Content, Consultant will comply with all applicable security policies and procedures required by Mercury. Consultant will advise Mercury immediately in the event that it learns or has reason to believe that any person who has obtained access to Mercury Content or the Third Party Content through Consultant has violated or intends to violate the terms of this Agreement and will cooperate with Mercury in seeking injunctive or other equitable relief. Consultant further agrees to immediately discontinue use of Mercury Content or Third Party Content, if requested, for any security reasons cited by Mercury or such third party.

6.8. Modifications. Mercury reserves the right to modify or eliminate any portion of the Mercury Content or Third Party Content in any way at any time.

6.9. No Warranties. The Mercury Content or Third Party Content is provided "AS IS" and with no representation or warranty.

6.10. DISCLAIMERS. MERCURY FOR ITSELF AND ANY RELEVANT LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE MERCURY CONTENT OR THIRD PARTY CONTENT TO BE PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF SERVICES.

6.11. Termination. Mercury may terminate use of the Mercury Content or the Third Party Content by Consultant immediately and without prior notice in the event of the failure of Consultant to comply with the provisions of Section 6.5.

7. Compliance With Law; Change in Law

7.1. Compliance. Each Party will perform its/his obligations hereunder in a manner that complies with all applicable U.S. federal and state laws, rules, regulations, and applicable non-U.S. laws, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections). As applicable, Consultant shall, in accordance with Massachusetts regulation 201 CMR 17.00, implement and maintain appropriate security measures for the protection of personal information. If a charge of non-compliance by either Party with any such laws, regulations, ordinances, policies or codes is made, the Party charged with such non-compliance will promptly notify the other Party of such charges in writing and any remediation plan.

7.2. Notice of Material Adverse Effects. Consultant will promptly notify Mercury of:

- (a) any notice of violation of any applicable statutes, ordinances, orders, judgments, decrees, rules, or regulations promulgated by any regulatory, administrative, or judicial authority that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfill its duties and obligations under this Agreement;

(b) the commencement of any litigation or any regulatory, administrative, or judicial proceeding or investigation adverse to Consultant that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfill its duties and obligations under this Agreement;

(c) any other event relating to Consultant which may have a material adverse effect on its ability to perform the Services or fulfill its duties and obligations under this Agreement, as the case may be; and

(d) any breach or suspected breach by Consultant or its employees, other personnel, or Approved Subcontractors of any confidentiality provision hereunder or any misuse of, or improper access to any proprietary intellectual property of Mercury, Mercury Content, or Third Party Content by Consultant or its employees, other personnel, or Approved Subcontractors.

8. Export

Consultant recognizes and understands that the information and intellectual property disclosed under this Agreement and any Statement of Work are or may be subject to U.S. and local country export and import laws, regulations, and controls. Accordingly, Consultant shall not export, re-export, license/sub-license, sell, loan, lease, or distribute by any means, including electronically, either directly or indirectly, separately or embedded in either software or any product(s) utilizing the information and intellectual property, any such information or intellectual property received under this Agreement, without first obtaining the written approval from Mercury, as well as complying with all export and import regulations and applicable laws and obtaining all approvals and licenses from the U.S. Department of Commerce, U.S. Department of State, or any other appropriate U.S. and/or local government agency, at its own cost and expense.

9. Warranties

9.1. Performance. Consultant represents and warrants that (i) he will perform the Services hereunder in a good and workmanlike manner in the estimated and projected time specified; (ii) the Deliverables and Services will conform to the specifications or requirements stated in the Statement of Work; and (iii) no Deliverable will contain open source software or freeware unless Mercury has specifically authorized such use in writing.

9.2. Execution, Delivery. (a) Consultant represents and warrants that the execution, delivery and performance by Consultant of this Agreement (i) require no action by or in respect of, or filing with, any governmental body, agency or official other than those which have already been duly taken or made or will be duly taken or made as and when required, (ii) do not contravene or constitute a default under any provision of applicable law or regulation or any agreement, judgment, order, decree or other instrument binding upon Consultant, and (iii) this Agreement constitutes a legal, valid and binding obligation. Consultant agrees to inform Mercury immediately if any statement set forth in this Section 9.2 ceases to be true and correct as of any date after the Effective Date.

(b) Mercury represents and warrants that this Agreement has been duly authorized by all necessary corporate action and that the execution, delivery and performance by Consultant of this Agreement (i) require no action by or in respect of, or filing with, any governmental body, agency or official other than those which have already been duly taken or made or will be duly taken or made as and when required, (ii) do not contravene or constitute a default under any provision of applicable law or regulation or any agreement, judgment, order, decree or other instrument binding upon Mercury, and (iii) this Agreement has been duly executed by an authorized representative of Mercury and constitutes a legal, valid and binding obligation of Mercury. Mercury agrees to inform Consultant immediately if any statement set forth in this Section 9.2 ceases to be true and correct as of any date after the Effective Date.

9.3. Records Retention. Consultant represents and warrants that she shall keep proper and sufficient books of account and records and supporting documentation sufficient to document the performance of its obligations hereunder and the related fees charged to Mercury with respect to Services provided hereunder and shall make such books of account and records and supporting documentation available to Mercury for audit. Consultant represents and warrants that he shall retain such books of account, records and supporting documentation until not earlier than seven (7) years following the completion of the Services to which such performance and fees relate.

9.4. Citizenship, Permanent Residence. Consultant represents and warrants that he is a citizen of the United States.

9.5. Disclaimers. THE WARRANTIES STATED HEREIN SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification

10.1. Intellectual Property Indemnification.

(a) By Consultant. Consultant shall defend at his sole cost and expense or, at its option, settle, any claim or proceeding brought against Mercury to the extent that it is based on an assertion that the Deliverables or the Services constitute infringement of any United States patent or copyright or misappropriation of a trade secret, and shall indemnify and hold Mercury harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against Mercury which result from any such claim. Without limiting the generality of the foregoing, should the Deliverables or Services or any part thereof become, or in Consultant's opinion be likely to become, the subject of a claim of infringement or the like under applicable patent or copyright or trade secret laws, Consultant shall either procure for Mercury the right to continue using the Deliverables or Services, or to replace or modify the Deliverables or Services, without changing their functional capabilities, so that the Deliverables or Services becomes non-infringing. If Consultant is unable to do either of the foregoing within thirty (30) days, upon request Consultant shall refund the entire fees paid to Consultant by Mercury prorated to reflect

use of the Deliverable or Services by Mercury prior to commencement of the Claim or proceeding described herein.

(b) By Mercury. Mercury shall defend at its sole cost and expense or, at its option, settle, any claim or proceeding brought against Consultant to the extent that it is based on an assertion that the Mercury Content and/or Third Party Content provided by Mercury to Consultant constitutes infringement of any patent or copyright or misappropriation of a trade secret, and shall indemnify and hold Consultant harmless from and against all costs, damages and expenses, including reasonable attorney's fees, asserted against Consultant which result from any such claim, provided that Consultant notifies Mercury promptly in writing of any such claim or proceeding. This subsection shall constitute Consultant's sole remedy as to matters covered in this subsection.

10.2. Personal Injury and Property Damage. Each Party shall indemnify, defend, and hold harmless the other Party from and against all claims and actions and all damages, costs and expenses incidental to such claims or actions (including reasonable attorney's fees), based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the indemnifying Party or anyone acting under its/his direction or control or on its/his behalf in the course of its performance under this Agreement, provided that each Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the negligence of the other Party.

10.3. Export Related Claims. Consultant shall indemnify, defend, and hold harmless Mercury from and against all claims and actions and all damages, costs, and expenses incidental to claims or actions (including reasonable attorneys' fees) based upon or arising out of Consultant's failure to comply with Section 8 of this Agreement.

10.4. Content Indemnification. Consultant shall indemnify, defend, and hold harmless Mercury from and against all claims and actions and all damages, costs and expenses incidental to claims or actions (including reasonable attorneys' fees) based upon or arising out of Consultant's use of any Mercury Content or Third Party Content in violation of this Agreement (excluding claims under Section 10.1(b)); provided that Consultant shall not indemnify Mercury for any claims brought by or on behalf of Mark Aslett arising out of Consultant's provision of Services relating to or regarding Mr. Aslett or his employment with Mercury.

10.5. Indemnification Procedures. Promptly after the receipt by a Party (the "Indemnified Party") of notice of any claim, determination, suit or cause of action with respect to which the other Party is obligated to provide indemnification (the "Indemnifying Party") pursuant to this Agreement, the Indemnified Party shall give the Indemnifying Party written notice thereof, provided, however, that any delay by the Indemnified Party to so notify the Indemnifying Party shall relieve the Indemnifying Party of its indemnification obligations only to the extent that such delay materially prejudices the Indemnifying Party's defense. The Indemnifying Party shall be entitled to assume control of the defense and the negotiations, if any, regarding settlement of this matter. If the Indemnifying Party assumes such control, the Indemnified Party shall be entitled to participate in the defense and negotiations of such matter at its own expense; if the Indemnifying Party does not assume control of the defense and negotiations, the Indemnified Party may conduct such defense and negotiations and its reasonable costs and expenses shall be subject to

indemnification. The Parties agree to cooperate in such negotiations, defense or settlement and to give each other full access to any information relevant thereto. The Indemnified Party shall not enter into any settlement of such matter without the written consent of the Indemnifying Party, and the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any settlement entered into without the written consent of the Indemnifying Party. If the consent of the Indemnified Party is required to effectuate any settlement negotiated by the Indemnifying Party, then such consent shall not be unreasonably withheld.

11. Limitation of Liability

11.1. Cap on Liability. Except for willful misconduct and fraud, the Parties agree that the total liability of each of the Parties for any breach of its obligations under this Agreement shall not exceed the total of fees received by Consultant under any Statement of Work out of which such liability arises.

11.2. Exclusion of Damages. EXCEPT FOR CLAIMS UNDER SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

12. Term and Termination

12.1. Term. This Agreement shall be effective upon the Effective Date and thereafter shall remain in effect until terminated in accordance with the terms hereof or 30 days after the termination of the final Statement of Work. Each Statement of Work shall be effective when signed by both Parties, and thereafter shall remain in effect until terminated (i) as provided in the applicable Statement of Work, or (ii) in accordance with the terms of this Agreement.

12.2. Termination for Convenience. [RESERVED].

12.3. Termination for Cause. [RESERVED].

12.4. Transition Cooperation. [RESERVED]

13. General

13.1. Force Majeure. [RESERVED].

13.2. Assignment. Neither this Agreement nor any rights and duties hereunder may be assigned or transferred, by operation of law or otherwise, or delegated by Consultant without the prior written consent of Mercury. Mercury may assign this Agreement to a subsidiary or affiliate or a successor in interest in case of a merger or acquisition of Mercury or in case of a transfer of

all or substantially all of its assets, or the assets of a major division, to another party. This Agreement shall be binding and shall inure to the benefit of any such successors and assigns of the respective Parties.

13.3. Notices. Any notice to be given hereunder by either Party to the other may be effected either by personal delivery in writing, by electronic means, or by mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, but each Party may change such address by written notice in accordance with this section. Electronic communications must be acknowledged by the recipient thereof (automatic notices of delivery do not constitute acknowledgement) or supplement by a mailed communication to be effective. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing. Each of the Parties may communicate with the other by electronic means and such communication is acceptable as a signed writing.

13.4. No Waiver. Any failure by either Party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that Party's right thereafter to enforce each and every term and condition of this Agreement.

13.5. Titles. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and are not an aid in the interpretation of this Agreement.

13.6. Governing Law and Jurisdiction. This Agreement is deemed to be made under and shall be construed according to the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws. All actions relating to this Agreement shall be brought in the appropriate state or federal court located in Boston, Massachusetts. Each of the Parties irrevocably consents to the jurisdiction and venue of the state and federal courts of the Commonwealth of Massachusetts.

13.7. Reference and Publicity. Consultant shall not use, and shall cause its employees or other personnel to refrain from using, Mercury's name, logo, trademark, or any other intellectual property of Mercury in any marketing or advertising materials, customer lists, or any website of Consultant without Mercury's prior written approval, which may be withheld for any reason. Consultant is permitted to use Mercury's name, logo and trademark in any description of his employment history with Mercury in any written, electronic or other medium.

13.8. Injunctive Relief. The Parties agree that money damages may not be a sufficient remedy for any breach of this Agreement involving the disclosures of the Parties' Confidential Information including Mercury Content. As such, each Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without having to post a bond.

13.9. Survival. Termination of this Agreement or a Statement of Work shall in no way relieve either Party of its/his duties or obligations incurred pursuant to this Agreement or Statement of Work prior to termination thereof. The provisions of Paragraphs 5, 6, 8, 9, 10, and 11 shall survive any termination of this Agreement or the Statement of Work.

13.10. Entire Agreement. This Agreement and the Statements of Work constitute the entire Agreement between Consultant and Mercury; it shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.


IN WITNESS WHEREOF, the undersigned, by their Authorized Representatives, have executed this Agreement as of the day and year first set forth above.

Mercury Systems, Inc.

By: 

Name: Steven Ratner

Title: EVP, Chief Human Resources Officer


Christopher Cambria 1/25/2024
Consultant

Does not contain Technical Data.
//Mercury Proprietary/No Tech Data//

EXHIBIT A
Statement of Work

Type of company providing the Services:

☒ Independent Contractor ☐ Staffing Agency

Name & Contact Information: Christopher Cambria, Tel. (917) 873-3431, Email: cccamb@gmail.com

1. Description of Services:

The Consultant, Christopher Cambria, will provide legal advice, services and support as reasonably requested upon reasonable notice from time to time by the office of the General Counsel in connection with: (1) the transition of his duties and transfer of his knowledge to one or more employees of the Company; and (2) the prosecution or defense of any legal matters arising from any facts or circumstances in existence on or prior to March 1, 2024 (with his monthly hours under the consulting agreement not to exceed 20% of the typical monthly hours previously incurred by him during his final three years of employment with the Company). The Consultant may engage in other employment and consulting during the term of this Agreement, provided that such other employment and consulting does not unreasonably interfere with Consultant's ability to perform the services to Mercury contemplated hereunder.

Mercury acknowledges that (i) Consultant may need access to certain business records of Mercury, including any notes taken by Consultant during the course of his employment, to enable him to perform the Services, and (ii) Consultant may be unavailable for periods of time during the term of this Scope of Work for vacation or other reasons. Consultant will provide prior notice of any planned absences.

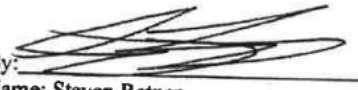
2. Description of Deliverables/Work Product (describe the tangible work product, if any to be furnished to Mercury in connection with the Services): N/A – None.
3. Location (the location at which the Services are to be performed – i.e. Mercury Andover, MA office, Mercury Hudson, NH office, other Mercury site, Company site): Consultant's location (remote)
4. Mercury Project Manager: John Storm or his designee in the Mercury Legal department
5. Rate of Pay: Fixed fee of \$33,133.00 per month payable in advance on the first day of the month; once paid the fee for any month will not be refundable in whole or in part for that month or any prior period if the Consultant shall die during the month.
6. Period of Performance (must be entered in month/date/year format): 3/2/24 – 2/28/25
7. Name of person performing the Services: Christopher Cambria


By signing below, the parties agree that this Statement of Work is automatically made a part of the Consultant Agreement attached hereto as of last signature date below.

By signing below, Consultant confirms that he will fulfill all applicable regulatory or statutorily-required obligations relating to the engagement under this Statement of Work (e.g., payment of unemployment insurance, workers compensation insurance).

Mercury Systems, Inc.

Does not contain Technical Data.
//Mercury Proprietary/No Tech Data//


By: _____
Name: Steven Ratner
Title: EVP, Chief Human Resources Officer
Date: 1/20/27


Christopher Cambria
Consultant
Date: January 25, 2024

Does not contain Technical Data.
//Mercury Proprietary/No Tech Data//

FIRST AMENDMENT TO
RESTRICTED STOCK AWARD AGREEMENTS
GRANTED TO CHRISTOPHER CAMBRIA
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment ("Amendment"), with respect to awards of time-based restricted stock ("Restricted Stock") previously granted by Mercury Systems, Inc. (the "Company") to Christopher Cambria (the "Grantee") under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the "Plan"), is dated as of January 25, 2024.

WHEREAS, on each of August 16, 2021 and February 15, 2022, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement dated as of each such date (each, an "Award Agreement"); and

WHEREAS, the Company desires to amend each Award Agreement to provide for the accelerated vesting of a portion of the shares of Restricted Stock awarded thereunder in the event of the Grantee's qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under each Award Agreement.

NOW, THEREFORE, Mercury does hereby amend each Award Agreement as follows:

1. Severance-Based Vesting. If the Grantee's employment is terminated in a manner that qualifies the Grantee for cash severance under any applicable agreement that contemplates this amendment, then the Vesting Date of all shares of Restricted Stock that would have vested during the 12-month period following the Grantee's termination shall be accelerated to the date of the Grantee's termination of employment.

2. Continuation of Award Agreement. Except as stated herein, the terms of each Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer

FIRST AMENDMENT TO
PERFORMANCE RESTRICTED STOCK AWARD AGREEMENT
GRANTED TO CHRISTOPHER CAMBRIA
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment (“Amendment”), with respect to awards of performance-based restricted stock (“Restricted Stock”) previously granted by Mercury Systems, Inc. (the “Company”) to Christopher Cambria (the “Grantee”) under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the “Plan”), is dated as of January 25, 2024.

WHEREAS, on each of August 16, 2021 and February 15, 2022, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement dated as of each such date (each, an “Award Agreement”); and

WHEREAS, the Company desires to amend each Award Agreement to provide for the prorated vesting, subject to actual performance, of the shares of Restricted Stock awarded thereunder in the event of the Grantee’s qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under each Award Agreement.

NOW, THEREFORE, Mercury does hereby amend each Award Agreement as follows:

1. Vesting. If the Grantee’s employment is terminated in a manner that qualifies the Grantee for cash severance under any applicable agreement that contemplates this amendment, then:

- (a) Section 2(c) of the Award Agreement shall be not be given any force or effect; and
- (b) For purposes of Section 3(b) of the Award Agreement, the “third anniversary of the Grant Date” shall be deemed to mean the final day of the Company’s 2024 fiscal year.

2. Continuation of Award Agreement. Except as stated herein, the terms of each Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer

FIRST AMENDMENT TO
RESTRICTED STOCK AWARD AGREEMENT
GRANTED TO CHRISTOPHER CAMBRIA
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment ("Amendment"), with respect to awards of time-based restricted stock ("Restricted Stock") previously granted by Mercury Systems, Inc. (the "Company") to Christopher Cambria (the "Grantee") under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the "Plan"), is dated as of January 25, 2024.

WHEREAS, on August 17, 2023, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement (the "Award Agreement"); and

WHEREAS, the Company desires to amend the Award Agreement to provide for the accelerated vesting of a portion of the shares of Restricted Stock awarded thereunder in the event of the Grantee's qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under the Award Agreement.

NOW, THEREFORE:

1. Amendment to Award Agreement. Mercury does hereby amend Section 4(a) of the Award Agreement to read as follows:

If the Grantee's employment is terminated in a manner that qualifies the Grantee for cash severance under any applicable agreement that contemplates this amendment, then the Vesting Date of all shares of Restricted Stock that would have vested during the 24-month period from and after the date of termination under Paragraph 3 shall be accelerated to be the date of such termination of employment.

2. Continuation of Award Agreement. Except as stated herein, the terms of the Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer

FIRST AMENDMENT TO
PERFORMANCE RESTRICTED STOCK AWARD AGREEMENT
GRANTED TO CHRISTOPHER CAMBRIA
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment ("Amendment"), with respect to awards of performance-based restricted stock ("Restricted Stock") previously granted by Mercury Systems, Inc. (the "Company") to Christopher Cambria (the "Grantee") under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the "Plan"), is dated as of January 25, 2024.

WHEREAS, on August 17, 2023, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement (the "Award Agreement"); and

WHEREAS, the Company desires to amend the Award Agreement to provide for the prorated vesting, subject to actual performance, of the shares of Restricted Stock awarded thereunder in the event of the Grantee's qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under the Award Agreement.

NOW, THEREFORE:

1. Amendment to Award Agreement. Mercury does hereby amend Section 4(a)(i) of the Award Agreement to read as follows:

the number of Target Shares hereunder shall be prorated based on the portion of the vesting period covered from the Grant Date through February 28, 2025;

2. Continuation of Award Agreement. Except as stated herein, the terms of the Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer



Separation Agreement and General Release

January 12, 2024

Revised February 15, 2024

Mercury Systems, Inc. and its subsidiaries (the “Company”) has notified the employee listed in the table below (“you” or the “Employee”) that your employment will end on the Separation Date listed in the table below. This Separation Agreement and General Release (this “Agreement”) outlines the special severance package and other consideration that the Company is offering to you in connection with your separation from the Company (the “Special Severance Package”). The table below has defined terms that are used throughout this Agreement:

Defined Term	Meaning
“You” or “Employee”	Allen Couture Employee ID #: 16672
“Separation Date”	February 16, 2024
“Human Resources Business Partner”	Steve Ratner
“Number of Weeks of Salary Continuation after Termination of Employment”	52 weeks
“Due Date for Signed Agreement”	February 26, 2024

You must take the following actions to obtain the Special Severance Package:

1. You must sign this Agreement and then email that signed Agreement to Steve Ratner by the later of (a) the Due Date for Signed Agreement listed above, and (b) the end of the forty-five (45) calendar day period after your receipt of this Agreement. If you cannot email the signed Agreement, please contact your Human Resources Business Partner for mailing instructions or other delivery options.
2. After the Separation Date, you must sign and deliver the Affirmation of Separation Agreement and General Release that is attached to this Agreement as Exhibit A (the “Affirmation”) to the Company by email to Steve Ratner before the end of the forty-five (45) calendar day period after the Separation Date. If you cannot email the Agreement, please contact your Human Resources Business Partner for mailing instructions or other delivery options.
3. You must not revoke this Agreement during the revocation period specified in the “Consideration/Revocation” section of this Agreement.

Special Severance Package

The Company will provide you with the Special Severance Package described below in consideration of your acceptance of all of the terms and conditions of this Agreement and subject to your compliance with the terms and conditions hereunder.

1. Continued Employment. The Company will continue your employment through the Separation Date.

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

2. Salary Continuation. The Company will pay your regular salary to you for a period of week(s) equal to the Number of Weeks of Salary Continuation after Termination of Employment listed in the table on page 1 of this Agreement (the "Salary Continuation Period"), less legally-required and voluntarily-authorized deductions (such payments, the "Salary Continuation").

The Company will make the Salary Continuation payments to you beginning with the first payroll cycle after the Effective Date of the Affirmation. The Salary Continuation will be paid in equal installments on the Company's regularly scheduled paydays.

3. Bonus. You will receive a lump sum payment of your target annual bonus (excluding any potential over-achievement bonus) for Fiscal Year 2024.

Any amount payable to you under this section will be paid to you in the ordinary course of the Company's business.

4. Amendment to FY23 Outstanding Equity Awards. Your outstanding fiscal 2023 equity awards shall be amended to provide the same severance-based vesting as was included in your fiscal 2024 equity awards, such that in the event of a qualifying termination for non-change in control severance, that the vesting of the time-based awards shall accelerate at the Separation Date for equity awards that would vest in the Salary Continuation Period, and the vesting of the performance awards shall be prorated at the Separation Date with the actual payout dependent on the Company's performance for the entire performance period.
5. Benefits. If you currently participate in medical, vision and/or dental coverage under the Company's group health plan, and you properly and timely elect to continue such coverage in accordance with the continuation requirements of COBRA, then the Company shall pay the same portion of your premium as it pays with respect to active employees (at the same level of coverage for you and your covered dependents in effect immediately prior to the Separation Date) for a period of time equal to the Salary Continuation Period (unless your COBRA coverage period ends earlier) (the "COBRA Payment Period").

Following the COBRA Payment Period, and provided that the COBRA coverage period has not expired, you shall be entitled to continue your elected COBRA coverage for the remainder of the COBRA coverage period at your own and sole expense. Company payments of your COBRA premiums are subject to all the terms and conditions set forth in the Company's group health plan and are intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended (the "Code").

If the Company, in its sole discretion, determines that the payments of any COBRA premiums would violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Code, the premium payments may be imputed as income and treated as taxable to you to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

If you become employed by another employer and are eligible for coverage under the group benefits plan of the new employer, then the Company will no longer pay premiums for COBRA continuation as of the date of eligibility. You agree to immediately notify the Company in writing of such new employment so that the Company receives such notification prior to the commencement of such new employment. You shall deliver such notice to Mercury Systems, Inc., Attention: Total Rewards, 50 Minuteman Road, Andover, MA 01810.

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

6. Outplacement Services. The Company pay you \$30,000, less legally-required and voluntarily-authorized deductions, in lieu of providing you up for such dollar amount of executive outplacement services through a provider designated by the Company. The Company will make this payment to you with the first payroll cycle after the Effective Date of the Affirmation.
7. Waiver of Reimbursement Obligations. The Company will waive any obligation that you reimburse the Company for tuition payments previously reimbursed to you, any signing bonus, or any relocation or immigration assistance paid or provided to you by the Company that would otherwise be required to be repaid to the Company in connection with the termination of your employment.

You understand and agree that you would not receive the monies and/or benefits specified above, except for your timely signing and non-revocation of this Agreement and the fulfillment of the promises contained herein. If you breach any provision of this Agreement, then you shall not be entitled to any additional monies and/or benefits specified above; however, your release of claims shall remain in effect.

Performance of Job Duties

You must continue to satisfactorily perform your job duties through the Separation Date. Those actions include, but are not limited to, continuing to work your regularly scheduled hours, organizing your electronic and hard copy files for transition to appropriate persons designated by the Company, your professional and good faith participation in any meetings with appropriate Company employees regarding your responsibilities and past and current projects, maintaining a professional, discreet, and collaborative demeanor during any interactions with Company employees, customers, suppliers, and/or consultants, and your performance of any other duties or projects that may be directed by the Company to assist with the transition of your duties.

Acknowledgements and Affirmations

You affirm that you have not filed, caused to be filed, or presently are a party to any claim against the Company. Nothing in this Agreement or these affirmations is intended to impair your rights under whistleblower laws or cause you to disclose your participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity. You also affirm that you have reported all hours worked as of the date you sign this Agreement and have been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date you sign this Agreement, except for any payments due under the Special Severance Package. You also affirm you have been reimbursed for all necessary expenses or losses in following the Company's directions or incurred by you within the scope of your employment as of the date you sign this Agreement. You affirm that you have no known workplace injuries or occupational diseases. You further affirm that you have been granted any leave to which you were entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws. You also affirm that you have not reported internally to the Company any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud, and you have not been retaliated against for reporting any such allegations internally to the Company. You and the Company acknowledge your rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

General Release, Claims Not Released & Related Provisions

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

General Release. You, on your own behalf and on behalf of your heirs, executors, administrators, successors, and assigns, hereby voluntarily and knowingly release and forever discharge the Company and all of its predecessor, successor, parent, subsidiary, affiliated and related companies and all of their present, former and future directors, officers, trustees, members, attorneys, employees, shareholders, agents, successors, assigns and representatives, individually and in their official capacities, and their employee benefit plans and programs and their administrators and fiduciaries, individually and in their official capacities (collectively referred to as the "Releasees") of and from any and all claims, known or unknown, suspected or unsuspected, asserted or unasserted, arising or which may have existed at any time to the date of the signing of this Agreement, whether in law or equity, including, but not limited to, any claims arising from any alleged violation by Releasees of any federal, state or local statutes, ordinance or common laws, specifically including, but not limited to, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Immigration Reform and Control Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Fair Credit Reporting Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act of 2008, the Massachusetts Law Against Discrimination, G.L. c. 151 B, Massachusetts Wage Payment Statute, G.L. c. 149, § 148, 148A, 148B, 149, 150, 150A-150C, 151, 152, 152A, et seq., Massachusetts Wage and hour laws, G.L. c. 151§1A et seq.; the New Jersey Law Against Discrimination, N.J. Rev. Stat. § 10:5-1 et seq., the New Jersey Conscientious Employee Protection Act, N.J. Stat. Ann. § 34:19-3 et seq., and any and all other federal, state, county or local ordinances, statutes or regulations or public policy, all as may be amended, which may lawfully be released, and any other claim relating to or arising out of your employment with or separation from the Company, including, without limitation, any claim for costs, fees or other expenses including attorneys' fees in connection with these matters. Further, you hereby agree to resign from all affiliated Company director or fiduciary positions, including any board of directors, board committee, and benefit plan fiduciary positions with the Company and any parent, subsidiary, and affiliates of the Company.

Claims Not Released. You are not waiving any rights you may have to: (i) your own vested or accrued employee benefits under any applicable Company qualified retirement benefit plan and non-qualified deferred compensation matching plan as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; and (iv) enforce this Agreement.

Governmental Agencies. Nothing in this Agreement prohibits, prevents, or otherwise limits you from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., the Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Securities and Exchange Commission) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, your rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality, non-disparagement, and return of property clauses, prohibits you from: (i) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (ii) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (iii) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the

Occupational Safety and Health Administration. You are not required to notify or obtain permission from the Company when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents you from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs. Additionally, nothing in this Agreement prohibits or prevents you from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of the Company or any agents or employees of the Company, when you have been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature.

Collective/Class Action Waiver. If any claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Company or any other Releasee identified in this Agreement is a party.

Waiver of Civil Code Section 1542

The following provision is applicable to you only if you have worked for the Company in California.

To effect a full and complete general release as described above, you expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, you expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims you do not know or suspect to exist in your favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. You warrant you have read this Agreement, including this waiver of California Civil Code section 1542, and that you have consulted with or had the opportunity to consult with counsel of your choosing about this Agreement and specifically about the waiver of section 1542, and that you understand this Agreement and the section 1542 waiver, and so you freely and knowingly enters into this Agreement. You further acknowledge that you later may discover facts different from or in addition to those you now know or believe to be true regarding the matters released or described in this Agreement, and even so you agree that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. You expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to you relating thereto.

Non-Disclosure

You agree that you will not disclose, directly or indirectly, the existence of this Agreement or any terms or provisions of this Agreement, except: (a) to members of your immediate family, on the condition that they be

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

advised that they cannot further disclose the same to others; (b) as may be necessary to obtain professional legal and/or tax advice; (c) as required by applicable law; and/or (d) to any federal, state or local government agency. For purposes of this paragraph, "immediate family" includes spouse, parents and children. By signing this Agreement, your signature affirms that you have not previously breached this paragraph. You acknowledge this provision constitutes a material inducement to the Company to enter into this Agreement. Nothing in this Agreement has the purpose or effect of preventing you from making truthful disclosures about alleged unlawful conduct. Additionally, this provision shall not be construed to limit your rights under the National Labor Relations Act including, but not limited to, the right to engage in protected concerted activity, including discussing terms and conditions of employment with coworkers, and attempting to improve terms and conditions of employment through channels outside the immediate employee-employer relationship, such as through the National Labor Relations Board.

Non-Disparagement

You agree that you will refrain from making false statements that are maliciously disparaging or defamatory about Releasees, or Releasees' customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor, on blogs, by text or email or other electronic means. This provision does not prohibit you from making truthful statements about the terms or conditions of your employment, or from exercising your rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

Protection of Confidential Information

You further agree that you have not and will never, directly or indirectly, use or disclose any Confidential Information of Releasees. For purposes of this Agreement, "Confidential Information" is defined as any and all information not generally known to others with whom Releasees do business, or plan to compete or do business (including, without limitation, information related to Releasees' services, customers, customer lists, markets, developments, inventions, processes, formulas, technology, marketing, finances and all other business information), and also includes comparable information that Releasees receive or have received belonging to others who do business with Releasees. This obligation specifically includes, but is not limited to, information protected from disclosure by the Health Insurance Portability and Accountability Act, the Americans with Disabilities Act and all other federal and state laws governing the confidentiality of employee information. Confidential Information includes all information that Releasees receive or have received from others with any understanding, express or implied, that it will not be disclosed. Confidential information does not include information regarding wages or other terms and conditions of employment. Under the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to your attorney in relation to a lawsuit against the Company for retaliation against you for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You acknowledge and recognize that any disclosure of Confidential Information by you may give rise to irreparable injury to Releasees, which may not be adequately compensated by monetary damages, and that Releasees shall be entitled, in addition to any other damages, to obtain without posting a bond, an injunction restraining you from disclosing, in whole or in part, the Confidential Information (or from rendering services to any person or entity to whom such Confidential Information, in whole or in part, may be or has been disclosed).

Return of Property

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

Except as provided otherwise in this Agreement or by law, you agree to return to the Company immediately upon your separation or as otherwise requested by the Company, without copying or otherwise reproducing, all the Company property, including without limitation, Confidential Information, computer and paper files, mailing lists, reports, memoranda, records, computer hardware, software, data, cellular telephones, credit cards, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company, and that you will not retain any copies, duplicates, reproductions or excerpts thereof.

Assignment of Intellectual Property

You hereby assign to the Company any right, title and interest to all Intellectual Property, to the maximum extent permitted by applicable law. You agree to sign any and all applications for domestic or foreign patents, copyrights, and other proprietary rights and to do such other acts (including, among others, the signing and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company and to permit the Company to enforce any patents, copyrights and other proprietary rights in the Intellectual Property, to the maximum extent permitted by applicable law. You will not charge the Company for time spent in complying with these obligations. For purposes of this Agreement, "Intellectual Property" means inventions, copyrightable works, discoveries, developments, clinical and other research materials, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by you (whether alone or with others) during your employment that relate in any way to the business, products or services of the Company or to any prospective activity of the Company, or which were assisted in any way by Company resources or facilities. Intellectual Property includes, without limitation, all Confidential Information. Furthermore, you acknowledge and agree that, without obtaining prior written authorization from the Company's General Counsel, you are prohibited from (a) publishing any information or materials related to or arising out of your employment at the Company, and (b) mentioning the Company in any published work.

Enforcement of Covenants

You agree that if you violate any of the foregoing covenants, then in addition to all other remedies that may be available and damages that may be awarded to the Company, you shall continue to be bound by the restrictions set forth in such covenant until a period of twelve (12) months has expired without any violation of such provision, to the maximum extent permitted by applicable law. You further acknowledge that the scope of prohibited activities and time duration of these restrictions are reasonable in nature and are no broader than are necessary to maintain the goodwill of the Company and the confidentiality of its Confidential Information and to protect the other legitimate business interests of the Company. You further acknowledge that assertion of a breach of this Agreement by the Company shall not serve as a defense to claims arising from the Company's enforcement of this Agreement.

No Admission

You acknowledge and agree that the existence and signing of this Agreement shall not be considered as an admission by Releasees of wrongdoing or any liability, error, violation or omission. The purpose of this Agreement is to "buy peace" from future claims.

Cooperation

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

You agree that, following the separation of your employment with the Company, you will cooperate fully with the Company, upon the Company's written request, in relation to the defense, prosecution or other involvement by the Company, in any continuing or future claims, lawsuits, charges, audits and internal or external investigations that arise out of events or business matters that occurred during your employment with the Company to the extent you are not taking a position adverse to the Company in such matters. This continuing duty of cooperation shall include you being available to the Company, upon reasonable notice, for depositions, interviews and appearances as a witness, and furnishing information to the Company and its legal counsel upon request. The Company agrees to reimburse you for reasonably documented travel, food, and lodging expenses in connection with the aforementioned cooperation. If you are employed at a new employer, you shall not be required, in connection with the aforementioned cooperation, to be absent from your employment in a manner that causes you to lose wages or to use up paid vacation time granted to you by your new employer unless you are fairly compensated for such lost wages or lost paid vacation time.

Further, you agree to be available to the Company, upon reasonable notice, to answer questions regarding matters in addition to the legal matters discussed in the above paragraph on the same terms as set forth above.

Entire Agreement

This Agreement constitutes the entire agreement between you and Releasees and supersedes all prior and contemporaneous agreements, communications and understandings, written or oral, with respect to all matters including, but not limited to, your employment and its separation; provided, however, that this Agreement shall not terminate or supersede any ongoing obligations you may have pursuant to your Confidentiality Agreement with the Company, and any and all arbitration, intellectual property, non-compete, restrictive covenant, non-solicitation, non-disclosure, or confidentiality agreements between you and the Company that exist on the date of this Agreement which shall remain in full force and effect according to their terms.. You acknowledge that you have not relied on any representations, promises, or agreements of any kind made to you in connection with your decision to accept this Agreement, except for those set forth in this Agreement. This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of this Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

Understanding and Governing Law

In signing this Agreement, you give the Company assurance that you have read and understand all provisions of this Agreement and that you have signed this Agreement freely and voluntarily. You acknowledge and understand that this Agreement will be governed by and interpreted in accordance with the laws of the state in which you worked for the Company as of the date you sign this Agreement, without giving effect to its conflicts of laws provisions. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. If any portion of this Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Remedies Upon Breach

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//

You agree and understand that if you breach any term of this Agreement, in addition to all other remedies available to Releasees in law and in equity, the Company shall be entitled to: (a) discontinue its obligations under this Agreement; (b) recover any and all expenses (including costs and attorneys' fees) incurred in recovering any and all consideration paid to you pursuant to this Agreement; and (c) obtain a court order enforcing the breached provision(s) of this Agreement. You further understand that you could be held liable in monetary damages to Releasees for any action constituting a breach under this Agreement. This paragraph does not limit the right of Releasees to sue for breach of this Agreement and obtain injunctive relief in connection therewith, nor does it limit your right to sue for breach of this Agreement and obtain injunctive relief in connection therewith. You acknowledge and agree that the return of any consideration paid to you pursuant to this Agreement shall not affect the validity of this Agreement. You shall have no automatic repayment obligations if you were to challenge the Age Discrimination in Employment Act waiver only.

Consideration/Revocation

The Company wants to be certain that this Agreement, and the consideration (including the Special Severance Package) provided hereunder, will resolve any concerns you may have. The Company therefore encourages you to carefully consider the terms of this Agreement and to seek the advice of an attorney before signing it.

You acknowledge that you have had a period of at least forty-five (45) calendar days to consider the terms of this Agreement. You may sign this Agreement and return it to your Human Resources Business Partner at any time within this forty-five (45) calendar day period.

You may revoke this Agreement during the seven (7) calendar days immediately following your signing of this Agreement by submitting a revocation, in writing, to your Human Resources Business Partner. The revocation must be postmarked, or if personally delivered received by your Human Resources Business Partner, within seven (7) calendar days after you sign or enter into this Agreement.

If you do not revoke this Agreement prior to the expiration of this seven (7) day period, this Agreement shall take effect at that time as a legally binding agreement between you and the Company on the basis set forth herein (the "Effective Date").

If you accept the terms of this Agreement, please sign below and return this Agreement to your Human Resources Business Partner on or before the end of the forty-five (45) calendar day period after your receipt of this Agreement.

YOU ARE HEREBY ADVISED THAT YOU HAVE FORTY-FIVE (45) CALENDAR DAYS TO REVIEW THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND ANY AND ALL INFORMATION PROVIDED, AND ARE HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING OF THIS SEPARATION AGREEMENT AND GENERAL RELEASE.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT, ATTACHMENT A TO THIS AGREEMENT CONTAINS A LIST OF: (A) THE JOB TITLES AND AGES OF ALL EMPLOYEES IN THE RELEVANT JOB CLASSIFICATIONS WHO WERE SELECTED FOR THE SEVERANCE PAY AND BENEFITS AS OUTLINED IN THIS AGREEMENT; AND (B) THE JOB TITLES AND AGES OF ALL EMPLOYEES IN THE RELEVANT JOB CLASSIFICATIONS WHO WERE NOT SELECTED FOR THE SEVERANCE PAY AND BENEFITS AS OUTLINED IN THIS AGREEMENT.

HAVING ELECTED TO SIGN THIS SEPARATION AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS ABOVE, YOU FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SEPARATION AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YOU HAVE OR MIGHT HAVE AGAINST MERCURY SYSTEMS, INC. AND RELEASEES.

Sincerely,

Steve Ratner
Executive Vice President & CHRO

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//



This is a legal document. You have been advised to consult with an attorney prior to signing this Agreement.

By signing this Agreement, you acknowledge and affirm that you are competent, that you were provided at least forty-five (45) calendar days to review and consider this Agreement with an attorney of your choice, that you have read and understand and accept this document as fully and finally waiving and releasing any and all claims and rights which you may have against Releasees (as defined above), including any and all claims and rights under the Age Discrimination in Employment Act, that you have received and understood all information required by the Age Discrimination in Employment Act, that no promises or inducements have been made to you except as set forth in this Agreement, and that you have signed this Agreement freely, knowingly and voluntarily, intending to be legally bound by its terms.

In accordance with the Older Workers Benefit Protection Act, the Company is enclosing as Attachment A to this Agreement, a list of: (a) the job titles and ages of all employees in the relevant job classifications who were selected for the severance pay and benefits as outlined in this Separation Agreement and General Release; and (b) the job titles and ages of all employees in the relevant job classifications who were not selected for the severance pay and benefits as outlined in this Separation Agreement and General Release.

Intending to be legally bound, I have signed this Agreement as of the date set forth below.

Signature:

Name:

Allen Couture
(please print)

Date:

16 Feb 2024

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

Does not contain Technical Data.
//Private and Restricted/No Tech Data//



EXHIBIT A

AFFIRMATION OF SEPARATION AGREEMENT AND GENERAL RELEASE

On 16 Feb., 2024, I voluntarily signed a Separation Agreement and General Release with Mercury Systems, Inc. and its subsidiaries (the "Company"). I was provided an opportunity to consider the Separation Agreement and General Release pursuant to the terms of the Separation Agreement and General Release. I was advised by the Company in the Separation Agreement and General Release to consult with an attorney of my choosing prior to signing the Separation Agreement and General Release.

I have not revoked my acceptance or signing of that Separation Agreement and General Release. Pursuant to my obligations as set forth in the Separation Agreement and General Release and in consideration of the promises and benefits provided to me pursuant to the Separation Agreement and General Release, I hereby reaffirm, restate effective as of today and incorporate by reference my acceptance of the terms of that Separation Agreement and General Release, including but not limited to my release of any and all claims against the Company and Releasees arising out of my employment with the Company, as set forth in the Separation Agreement and General Release.

I acknowledge and agree that I have not filed, caused to be filed, or presently are a party to any claim against the Company. I have reported all hours worked as of the date set forth below, and have been paid and/or have received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date set forth below, excluded any payments to be made pursuant to the Separation Agreement and General Release. I also affirm that I have been reimbursed for all necessary expenses or losses in following the Company's directions or incurred by me within the scope of my employment. I affirm that I have no known workplace injuries or occupational diseases. I further affirm that I have been granted any leave to which I was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws. I also affirm that I have not reported internally to the Company any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud, and I have not been retaliated against for reporting any such allegations internally to the Company. I acknowledge my rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

I have returned all of the Company's property, including, but not limited to, any and all documents, records, identification cards, keys, computer or other electronic equipment, telephones, computer access codes, electronic storage devices, instructional or personnel manuals, and other physical property, which I received or prepared or helped to prepare in connection with my employment with the Company, as well as all Confidential Information as defined in the Separation Agreement and General Release. I agree that I have not kept copies of any Confidential Information in any form, whether print, electronic or otherwise. I agree that I have disclosed to the Company all passwords that I used to access the Company's computer and other systems.

I warrant and represent that I have not breached any of my obligations pursuant to the Separation Agreement and General Release. Moreover, I understand and acknowledge that the Company may void this

50 Minuteman Road • Andover, MA 01810 • 866.627.6951 • mrcy.com

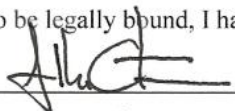
Does not contain Technical Data.
//Private and Restricted/No Tech Data//

Affirmation and the Separation Agreement and General Release (and the benefits offered therein) if I have engaged in any conduct that the Company determines, in its sole discretion, is inappropriate or harmful to the Company prior to the effective date of this Affirmation (the "Effective Date of the Affirmation"). I understand that if the Company voids this Affirmation and the Separation Agreement and General Release based on my inappropriate conduct, the benefits of the Separation Agreement and General Release will not be available to me.

I acknowledge that I have been encouraged to carefully consider the terms of this Affirmation and to seek the advice of an attorney before signing it. I also acknowledge that I have had at least forty-five (45) calendar days to consider the terms of this Affirmation, and that I have been advised that I may revoke this Affirmation at any time during the seven (7) days immediately following my signing of this Affirmation by submitting a written revocation to Steve Ratner, Human Resource Business Partner.

Intending to be legally bound, I have signed this Affirmation as of the date set forth below.

Signature:



Name:

Allen Couture
(please print)

Date:

16 Feb 2024



ATTACHMENT A

OLDER WORKERS BENEFIT PROTECTION ACT NOTICE TO EMPLOYEES

I. Group Covered By Severance Program

As a result of Mercury Systems, Inc.'s (the "Company") decision to restructure its internal operations and reduce the cost of employees, the Company is downsizing its operations. Employees affected by this downsizing include employees of the Company's executive leadership team. In selecting employees in the affected departments for termination and eligibility for this severance program, the Company selected employees based on performance, seniority, skills, opportunities for employee's to improve, job functions or responsibilities, and business needs. In connection with the severance program, you are being provided with information as to: (i) any class, unit or group of individuals terminated and covered by such program, any eligibility factors for such termination and, therefore, eligibility for such program, and any time limits applicable to such program; and (ii) the job title and ages of all individuals terminated and, therefore eligible or selected for the program, and the ages of all individuals in the same job classification or organizational unit who are not terminated and, therefore are not eligible or selected for the program.

II. Eligibility Factors

The Company determined that all employees in the classes, units or departments in the chart in section III below would be eligible for the severance program. The job titles and ages of all persons selected as part of the Company's reduction in force, and, therefore, who will be offered a severance payment in exchange for a signed separation and release agreement, are indicated in the chart in section III below. The job titles and ages of individuals who were not selected for the program are also indicated in the chart.

III. Severance Program Selection Summary

See attached.



Employee who were selected for the severance program:

Job Title	Age
EVP, Execution Excellence	55
EVP & Chief Growth Officer	58

Employee who were not selected for the severance program:

Job Title	Age
EVP, General Counsel and Secretary	65
EVP & Chief Financial Officer	63
EVP & Chief Communication Officer	60
EVP & Chief Human Resources Officer	47
EVP	51

FIRST AMENDMENT TO
RESTRICTED STOCK AWARD AGREEMENT
GRANTED TO ALLEN COUTURE
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment ("Amendment"), with respect to awards of time-based restricted stock ("Restricted Stock") previously granted by Mercury Systems, Inc. (the "Company") to Allen Couture (the "Grantee") under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the "Plan"), is dated as of February 16, 2024.

WHEREAS, on October 17, 2022, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement (the "Award Agreement"); and

WHEREAS, the Company desires to amend the Award Agreement to provide for the accelerated vesting of a portion of the shares of Restricted Stock awarded thereunder in the event of the Grantee's qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under the Award Agreement.

NOW, THEREFORE, Mercury does hereby amend the Award Agreement as follows:

1. Severance-Based Vesting. If the Grantee's employment is terminated in a manner that qualifies the Grantee for cash severance under any applicable agreement with the Company, and if the Grantee and the Company sign the Company's standard form separation agreement and any affirmations thereto, then the Vesting Date of all shares of Restricted Stock that would have vested during the 12-month period following the Grantee's termination shall be accelerated to the date of the Grantee's termination of employment.

2. Continuation of Award Agreement. Except as stated herein, the terms of the Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer

FIRST AMENDMENT TO
PERFORMANCE RESTRICTED STOCK AWARD AGREEMENT
GRANTED TO ALLEN COUTURE
UNDER THE MERCURY SYSTEMS, INC.
2018 STOCK INCENTIVE PLAN

This First Amendment (“Amendment”), with respect to awards of performance-based restricted stock (“Restricted Stock”) previously granted by Mercury Systems, Inc. (the “Company”) to Allen Couture (the “Grantee”) under the Mercury Systems, Inc. 2018 Stock Incentive Plan (the “Plan”), is dated as of February 16, 2024.

WHEREAS, on October 17, 2022, the Company granted awards of Restricted Stock under the Plan to the Grantee, the terms of which are governed by an award agreement (the “Award Agreement”); and

WHEREAS, the Company desires to amend the Award Agreement to provide for the prorated vesting, subject to actual performance, of the shares of Restricted Stock awarded thereunder in the event of the Grantee’s qualified termination of employment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them under the Award Agreement.

NOW, THEREFORE, Mercury does hereby amend the Award Agreement as follows:

1. Prorated Vesting. If the Grantee’s employment is terminated in a manner that qualifies the Grantee for cash severance under any applicable agreement with the Company, and if the Grantee and the Company sign the Company’s standard form separation agreement and any affirmations thereto, then:

- (a) the number of shares of Restricted Stock underlying the Award Agreement shall be prorated (and rounded up or down to the nearest whole share) to reflect the portion of the three-year vesting period satisfied by the Grantee from the Grant Date through the date on which the Grantee’s employment is terminated (as adjusted, the “Prorated Shares”);
- (b) any shares of Restricted Stock previously issued under the Award Agreement in excess of the Prorated Shares shall automatically be forfeited to the Company;
- (c) Section 2(c) of the Award Agreement shall be not be given any force or effect; and
- (d) For purposes of Section 3(b) of the Award Agreement, the “third anniversary of the Grant Date” shall be deemed to mean the final day of the Company’s 2025 fiscal year.

2. Continuation of Award Agreement. Except as stated herein, the terms of the Award Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has duly executed this Amendment as of the date first set forth above.

MERCURY SYSTEMS, INC.



By: Steve Ratner
Title: Chief Human Resources Officer

CERTIFICATION

I, William L. Ballhaus, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mercury Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ WILLIAM L. BALLHAUS

William L. Ballhaus

CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
[PRINCIPAL EXECUTIVE OFFICER]

Date: November 5, 2024

CERTIFICATION

I, David E. Farnsworth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mercury Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ DAVID E. FARNSWORTH

David E. Farnsworth

EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER

[PRINCIPAL FINANCIAL OFFICER]

Date: November 5, 2024

Mercury Systems, Inc.

Certification Pursuant To
18 U.S.C. Section 1350,
As Adopted Pursuant To
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Mercury Systems, Inc. (the "Company") on Form 10-Q for the period ended September 27, 2024 as filed with the Securities and Exchange Commission (the "Report"), we, William L. Ballhaus, President and Chief Executive Officer of the Company, and David E. Farnsworth, Executive Vice President, Chief Financial Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that to our knowledge the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 5, 2024

/s/ WILLIAM L. BALLHAUS

William L. Ballhaus

CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER

/s/ DAVID E. FARNSWORTH

David E. Farnsworth

EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER