

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

**FORM 10-K**

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2023
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934

Commission file number 001-34460

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware** **13-3818604**  
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

1 Chisholm Trail, Suite 300  
Round Rock, TX 78681  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (512) 238-9840

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	KTOS	The NASDAQ Global Select Market

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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 the 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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes  No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the registrant's voting and non-voting common stock held by non-affiliates as of June 23, 2023, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$1.7 billion, based on the closing sale price for shares of the registrant's common stock as reported by the NASDAQ Global Select Market on such date. This disclosure excludes shares of common stock held by executive officers, directors and stockholders whose individual ownership exceeded 10% of the common stock outstanding on June 23, 2023 because such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for any other purpose.

As of February 9, 2024, 129,997,441 shares of the registrant's common stock were outstanding.

### **Documents Incorporated by Reference**

Items 10, 11, 12, 13 and 14 of Part III of this annual report on Form 10-K incorporate information by reference from the registrant's definitive proxy statement to be filed pursuant to Regulation 14A in connection with the registrant's 2024 Annual Meeting of Stockholders or an amendment to this annual report on Form 10-K to be filed with the Securities and Exchange Commission within 120 days after the close of the fiscal year covered by this annual report on Form 10-K.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**FORM 10-K**  
**FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023**

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All references to “us,” “we,” “our,” the “Company” and “Kratos” refer to Kratos Defense & Security Solutions, Inc., a Delaware corporation, and its subsidiaries.

## FORWARD-LOOKING STATEMENTS

*This Annual Report on Form 10-K (this “Annual Report”) contains “forward-looking statements” relating to our future financial performance, the market for our services and our expansion plans and opportunities. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” or “continue,” the negative of such terms or other comparable terminology. These forward-looking statements reflect our current beliefs, expectations and projections, are based on assumptions, and are subject to known and unknown risks and uncertainties that could cause our actual results or achievements to differ materially from any future results or achievements expressed in or implied by our forward-looking statements. Many of these factors are beyond our ability to control or predict. As a result, you should not place undue reliance on forward-looking statements. Important risks and uncertainties that could cause our actual results or achievements to differ materially from the results or achievements reflected in our forward-looking statements include, but are not limited to: changes, cutbacks or delays in spending by the U.S. Department of Defense may occur which could cause delays or cancellations of key government contracts; delays to or the cancellation of our projects as a result of protest actions submitted by our competitors; changes in federal government (or other applicable) procurement laws, regulations, policies and budgets; the availability of government funding for the Company’s products and services due to performance, cost growth, or other factors; changes in government and customer priorities and requirements; the potential of the current economic environment to adversely impact our business; currently unforeseen risks associated with COVID-19 or any other public health crisis; risks related to natural disasters or severe weather; changes in the scope or timing of our projects; the timing, rescheduling or cancellation of significant customer contracts and agreements, or consolidation by or the loss of key customers; risks of adverse regulatory action or litigation; risks associated with debt leverage; failure to successfully achieve our integration, cost reduction or divestiture strategies; risks related to security breaches, cybersecurity attacks or other significant disruptions of our information systems; and competition in the marketplace, which could reduce revenues and profit margins.*

*Additional significant risks and uncertainties that could cause our actual results or achievements to differ materially from the results or achievements expressed in or implied by our forward-looking statements, include, but are not limited to those specifically addressed in Item 1A “Risk Factors” in this Annual Report, as well as those discussed elsewhere in this Annual Report. These forward-looking statements reflect our views and assumptions only as of the date such forward-looking statements are made. Except as required by law, we assume no responsibility for updating any forward-looking statements, whether as a result of new information, future events or otherwise.*

## PART I.

### Item 1. Business.

#### Overview

Kratos is a technology, products, system and software company addressing the defense, national security, and commercial markets. Kratos makes true internally funded research, development, capital and other investments, to rapidly develop, produce and field solutions that address our customers’ mission critical needs and requirements. At Kratos, affordability is a technology, and we seek to utilize proven, leading edge approaches and technology, not unproven bleeding edge approaches or technology, with Kratos’ approach designed to reduce cost, schedule and risk, enabling us to be first to market with cost effective solutions. We believe that Kratos is known as the innovative disruptive change agent in the industry, a company that is an expert in designing products and systems up front for successful rapid, large quantity, low cost future manufacturing which is a value add competitive differentiator for our large traditional prime system integrator partners and also to our government and commercial customers. Kratos intends to pursue program and contract opportunities as the prime or lead contractor when we believe our probability of win is high and any investment required by Kratos is within our capital resource comfort level. We intend to partner and team with a large, traditional system integrator when our assessment of probability of win is greater or required investment is beyond Kratos comfort level. Kratos’ primary business areas include, virtualized ground systems for satellites and space vehicles including software for command & control (C2) and telemetry, tracking and control (TT&C), jet powered unmanned aerial drone systems, hypersonic vehicles and rocket systems, propulsion systems for drones, missiles, loitering munitions, supersonic systems, space craft and launch systems, command, control, communication, computing, combat, intelligence surveillance and reconnaissance (C5ISR) and microwave electronic products for missile, radar, missile defense, space, satellite, counter unmanned aircraft systems (UAS), directed energy, communication and other systems, and virtual & augmented reality training systems for the warfighter.

We were incorporated in the state of New York on December 19, 1994 and began operations in March 1995. We reincorporated in the state of Delaware in 1998.

## Industry Update

On March 9, 2023, President Biden's fiscal year 2024 budget request was submitted to Congress, initiating the 2024 defense budget authorization and appropriations legislative process. The request includes an \$886 billion proposed appropriation for national defense, of which \$842 billion would be for the U.S. Department of Defense ("DoD") base budget. The proposed legislation also caps national defense spending at \$886 billion for fiscal year 2024 and \$895 billion for fiscal year 2025. On June 3, 2023, President Biden signed into law a bill to suspend the \$31.4 trillion debt ceiling through January 1, 2025. On July 14, 2023, the U.S. House of Representatives passed its version of a sweeping bill setting policy for the DoD, the Fiscal 2024 National Defense Authorization Act ("NDAA"), at \$886 billion. The vote of 219-210 was largely along party lines, a departure from the typical bipartisan support for a bill that has passed every year since 1961. The Senate passed its version of the NDAA Bill on July 27, 2023 at \$886 billion and included several significant differences from the previously passed U.S. House of Representative bill. The NDAA is one of the major pieces of legislation the U.S. Congress passes annually. The NDAA is closely watched by industry and other stakeholders and related interests, as the NDAA typically determines the specific spending outlays and purchases of the DoD and other national security-related governmental agencies.

The two chambers of the legislative branch of the U.S. federal government (i.e. the House and Senate) continue the legislative process on the fiscal year 2024 budget. Congress is also expected to continue efforts to reschedule appropriations bills and conference agreements, but these actions depend on the Senate calendar. On January 19, 2024, President Biden signed a continuing resolution authorization ("CRA") to continue funding the U.S. Government. Under the bill, funding for agencies overseeing agriculture, veterans affairs, energy, transportation and housing runs through March 1. Funding for the rest of the federal government, including the Department of Defense now runs through March 8, or if earlier, enactment of the Fiscal 2024 NDAA. Under such CRA, funding at amounts consistent with appropriated levels for fiscal year 2023 is available, subject to certain restrictions, but new contracts and program starts are not authorized. If Congress is not able to enact fiscal year 2024 appropriations bills or extend such CRA, the U.S. government would be subject to a shutdown, which could result in program delays or, cancellations, payment issues and/or other disruptions.

The current budget environment, including Israel and Ukraine funding support, heightened levels of inflation, related supply chain disruption, and the appropriations process, continues to create significant short and long-term defense industry risks. Additionally, with the recent change of party in Congress in 2022, resulting with the Democrats controlling the U.S. Senate and the Presidency and the Republicans controlling the U.S. House of Representatives, considerable uncertainty exists regarding how future budgets, funding, timing and related program decisions will unfold, including the potential differing defense spending priorities of the Biden administration and of the Congress.

We believe continued budget pressures (which are expected), CRAs, (which are also expected), future Federal Government debt ceiling issues, or Federal Government shutdowns could have serious negative consequences for the security of our country and the defense industrial base, including the Company and the related customers, employees, suppliers, investors, and communities that rely on companies in the defense industrial base. It is likely that budget and program decisions made in such an uncertain environment would have long-term implications for our Company and the entire defense industry. Additionally, funding for certain programs, including those in which we currently participate, may be reduced, delayed or cancelled, and budget uncertainty or funding cuts globally could adversely affect the viability of our customers, partners, teammates, subcontractors, suppliers, and our employee base.

We believe that our business is well-positioned in areas that the DoD and other customers indicate are priorities for future defense spending, including those based on the 2022 National Security Strategy document, the 2023 U.S. National Security related budget and NDAA, the fiscal 2024 National Security Budget request and NDAA, and the related Future Years Defense Program or five year projection of the forces, resources and programs needed to support the DoD's strategy and operations.

However, due to a divided U.S. Congress and Executive Branch, federal budgetary uncertainty, expected CRAs, potential budgetary restrictions or limitations, defense or other spending cuts, including the budgetary impacts of support for the conflicts in Israel and Ukraine, challenges in the appropriations process, the debt ceiling issue and ongoing fiscal debates, the short and long term impacts to the industry and to our business remain uncertain.

Such a challenging federal and DoD budgetary environment may negatively impact our customers, business and programs and could have a material adverse effect on our forecasts, estimates, financial position, results of operations and/or cash flows.

We continue to be affected by various unfavorable macroeconomic conditions including significant adverse supply chain disruptions that continue throughout the industry and for us, and related delays in the receipt and delivery of materials, parts, supplies, etc., which in certain instances and for certain items is significant. In addition, inflation and the related increased costs of inputs needed to execute our business, including materials, parts, supplies, consultants, subcontractors, vendors, etc. have significantly increased our business costs and have significantly adversely impacted our operations, profit margins and financial forecasts.

Also, a shortage of qualified labor, and the cost of our labor base is a significant operational challenge for the Company. The cost of labor has increased significantly and current challenges in hiring, obtaining and retaining employees, including those employees requiring National Security clearances, is adversely impacting Kratos' ability to execute its business. There is also a significant industry wide labor shortage, including in the Science, Technology, Engineering, and Math (STEM) discipline areas, as well as employees willing and/or able to obtain National Security clearances, and for other high level manufacturing and production disciplines.

In addition, recent actions by the Federal Reserve to increase interest rates have impacted our interest expense on our outstanding debt borrowings and the related cost of executing Kratos' business. Each of these matters and issues are expected to continue for the foreseeable future and are expected to continue to adversely impact the Company's operations, financial results and financial forecasts.

Our Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations reflect estimates and assumptions made by management as of December 31, 2023. Events and changes in circumstances arising after December 31, 2023, including those resulting from the continuing impacts of the current unfavorable macroeconomic climate, will be reflected in management's estimates for future periods.

### **Current Reporting Segments**

The Company currently operates in two reportable segments. The Kratos Government Solutions ("KGS") reportable segment is comprised of an aggregation of KGS operating segments, including our microwave electronic products, space, satellite and cyber, training solutions, C5ISR/modular systems, turbine technologies, and defense and rocket support services operating segments. The Unmanned Systems ("US") reportable segment consists of our unmanned aerial, unmanned ground, unmanned seaborne and related command, control and communications system businesses.

We organize our operating segments based primarily on the nature of the products, solutions and services offered. Transactions between segments are negotiated and accounted for under terms and conditions similar to other government and commercial contracts, and these intercompany transactions are eliminated in consolidation. For additional information regarding our reportable segments, see Note 14 of the Notes to Consolidated Financial Statements contained within this Annual Report. From a customer and solutions perspective, we view our business as an integrated whole, leveraging skills and assets wherever possible.

### **Competitive Strengths**

We believe that Kratos being a technology company, including the composition and experience of our Board of Directors and Executive management team, our ability to act and make decisions quickly, our culture of affordable innovation and our investments to develop and maintain intellectual property, proprietary products, and technology, which are strongly aligned with certain of the highest priority spending areas of the DoD, the U.S. National Security Strategy, and the DoD's focus on leveraging technology to defeat or deter peer and near-peer adversaries, are competitive advantages.

Additionally, Kratos' strategy of being "first to market" with our systems, products, technology and solutions, we believe is also a competitive differentiator, including in certain areas as compared to the traditional defense industrial complex prime system integrators. We also believe that our proven ability to rapidly design, develop, demonstrate and field disruptive, transformative and leading technology products and systems, at an affordable cost, also differentiates us from our competitors. We believe that our reputation, longstanding customer relationships, and the designed-in position of our systems, technology and products into our customers' platforms, programs and systems, provide a unique competitive advantage and position us well for future accelerated growth. We also routinely partner or team with the large traditional defense industry system integrators when certain opportunities require a significant internally funded investment that Kratos is unwilling to make, or when Kratos believes that teaming significantly increases our probability of win. We believe an example of Kratos' competitive strengths is that certain of Kratos Space, Satellite and Cyber business areas are uniquely positioned, as represented by certain new program awards and by publicly available customer testimonials, to address the DoD, National Security and commercial

market areas, including with our first to market, proprietary, virtualized OpenSpace™ software products and technology, which we believe provides our Company a competitive advantage.

*Kratos' specialized National Security focus is aligned with mission-critical National Security priorities.* Continued and increased concerns related to the threats posed by certain foreign nations, including nations with peer or near peer capabilities, have caused the U.S. Government to identify National Security as an area of enhanced functional and spending priority, including as described in the 2022 National Security Strategy document. Budget pressures, particularly related to DoD spending, have placed a premium on developing and fielding low-cost, high-technology solutions, that can be fielded in quantities, i.e. affordable mass, to assist in National Security missions. While budget pressures routinely cause delays in contracts or orders for our business, the global threat environment as described in the 2022 National Security Strategy document and current budget projections suggest that future years defense spending will continue to be significant, including to address the increasing threats to the United States and its allies. The outlook for defense spending is primarily focused on deterring and defeating our adversaries, power projection, warfighting readiness, lethality, and recapitalization of key strategic defense systems to address peer and near peer threats. We believe that our primary capabilities and areas of focus, certain which are listed below, are aligned with the objectives of the U.S. Government including those outlined in the 2022 National Defense Strategy document:

- Unmanned aerial drone, unmanned ground and unmanned seaborne systems and related artificial intelligence.
- Satellite communications and Space Domain Awareness capabilities and technology.
- Microwave electronics, including in support of warfare, missile, radar, space, satellite and communication systems.
- Electronic warfare, attack, missile, and radar systems.
- Intelligence, surveillance and reconnaissance technology, platforms solutions and systems.
- Ballistic missile defense, hypersonic and other “High Performance” type systems.
- C5ISR systems, including Strategic Deterrence Systems and support of the “Strategic Triad”.
- Cybersecurity and information assurance, and
- Specialized training and operational readiness systems and solutions.
- Jet engines for drones, missiles and loitering munitions
- Rocket engines and propulsion systems for hypersonic, space and other systems

*IP-centric technology company with proprietary products, technology and systems which address critical current and emerging threats faced by U.S. and allied militaries.* As a technology-focused company at the forefront of the DoD's strategy for technology rich, transformative, disruptive and affordable systems, our current and growing portfolio of proprietary systems, products, solutions, and related intellectual property addresses some of the most critical mission needs and requirements of U.S. and allied militaries. At Kratos, affordability is a technology, a core competence and a focus that we believe is disruptive and brings an important value proposition to our customers. Kratos business focus areas include: unmanned systems, space and satellite communications, microwave electronics, cybersecurity/warfare, missile defense, hypersonic systems, C5ISR, turbine technologies, jet and rocket engines and training systems.

A key element of our customers' and the National Security strategy, and an area where we have invested significantly, is the development of capabilities and intellectual property addressing the recent and potential challenges faced by U.S. and allied militaries in potential Anti-Access and Aerial-Denial (“A2/AD”) environments. This is evidenced by our significant investment in high-performance, jet powered Unmanned Aerial Drone System (“UADS”) platforms and technology, which has resulted in a series of Unmanned Combat Aerial System (“UCAS”) contract wins for Kratos with multiple customers. Additionally, with our space & satellite, terrestrial ground segment command, control, radio frequency interference monitoring, geolocation and mitigation technology, software, products and capabilities, we believe we are well-positioned to capitalize on the DoD, National Security and commercial markets increasing budgets and funding for space investments, including funding for the development and protection of U.S. National Security space assets and infrastructure. Accordingly, our proprietary products, systems and technologies, many of which are open architecture providing our customers technology access, vendor flexibility and reduced costs, are developed and refined with the goal of enabling our customers to maintain an advantage over the advanced and constantly evolving threats of adversaries, at an affordable cost. In many instances, we believe that we are one of the few companies that invest in, develop, produce and are first to market with the mission-critical technology our customers require, or we outperformed our peers in a competitive bidding process, including as related to affordability. Kratos engineers and designs its products up front for low cost, high quantity manufacturability and production. We also maintain a strategy of internally funding research and development and owning the intellectual property of many of these high-performance capabilities and systems. By internally funding priority initiatives with Kratos cash and internal resources, we are incentivized for rapid engineering, development and prototype completion as quickly and as low cost as possible.

*Technology-driven company aligned with and supporting our customers' increased innovation, technology, and strategic National Security initiatives, with focus on speed and affordability.* As the DoD works to increase, maintain or achieve a technological advantage over adversaries, it has continued its efforts to create breakthrough technologies for national security and related commercial markets, accelerate innovation to the warfighter and repurpose current capabilities to create cost-effective, disruptive technology advances that result in rapidly fielded systems and products. With our focus on delivering proven leading edge systems, products and technologies that address the most critical current and emerging threats, our customers include some of the most technologically advanced organizations of the defense establishment, including the U.S. Air Force, the U.S. Navy, the U.S. Army, the U.S. Marine Corps, the U.S. Space Force and the U.S. Space Command, and others. Additionally, Kratos customers also include the Defense Innovation Unit ("DIU") (formerly the Defense Innovation Unit Experimental ("DIUx")), Defense Advanced Research Projects Agency ("DARPA"), Air Force Research Laboratory ("AFRL"), the Strategic Capabilities Office ("SCO"), the Office of the Secretary of Defense ("OSD"), the Strategic Command ("STRATCOM"), the National Aeronautics and Space Administration ("NASA"), the U.S. intelligence community, and other confidential customers. We believe our focus on constant innovation, capability improvements across our product and solutions portfolio, speed of development, and engineering, design and development for affordable mass production are key differentiators that are disruptive to certain traditional market norms and align us with and address our customers' and our traditional large defense system integrator partners' key initiatives.

*In-depth understanding of customer missions.* We believe that Kratos has a reputation for being an industry disruptor, including by successfully rapidly designing, developing, demonstrating and fielding mission-critical products, solutions and services to our customers, at an affordable cost. Our long-term relationships with the U.S. Air Force, U.S. Army, U.S. Navy, U.S. Marine Corps and other National Security-related customers and agencies, commercial and other customers and entities, enable us to develop an in-depth understanding of their missions, problems and technical requirements. In addition, a substantial number of our employees are located at our customer locations, or at secure manufacturing and other secure facilities, all of which provides Kratos with valuable strategic insight into our customers' ongoing missions and future program and mission requirements. We are also closely aligned with all of the traditional, large, system integrator defense companies. This understanding of our customers' and partners' missions, requirements, and needs, in conjunction with the strategic location of our employees, enables us to offer technical solutions tailored to our customers' and partners' specific requirements and evolving mission objectives. In addition, once our products are "designed in" to a program or system and we are on-site with a customer and providing our products and solutions, we have historically been successful in winning new and recompute business.

Kratos is an industry leader in high performance, jet powered, unmanned aerial target drone systems, which are designed to replicate state of the art, leading technology adversarial fighter aircraft, missiles, drones and other threats. Kratos is the sole source or primary unmanned aerial target drone system provider to the U.S. Air Force, U.S. Army, U.S. Navy, and numerous allied foreign defense agencies. Leveraging off of this technology, for which Kratos owns important intellectual property, since 2013 we have made significant investments developing Kratos' first UCAS, our Unmanned Tactical Aerial Platform ("UTAP-22"), formally called the "Mako." After successfully achieving the Mako's first concept flights at the end of 2015, in 2016 we received a \$12.6 million single-award contract to demonstrate certain payload integration and loyal wingman teaming with manned aircraft in a major military exercise. We believe that Kratos was first to market in flying high performance, jet powered UCASs of this class with manned jet fighter aircraft. At the time, this contract was one of the largest awarded contracts by the DIUx.

Since Kratos' success with the development of the Mako, other Kratos' unmanned aerial systems ("UAS") products and contracts include:

- In 2016, we were awarded the AFRL Low Cost Attributable Strike Demonstration ("LCASD") UCAS single-award cost share contract. The LCASD UCAS, or Valkyrie, is an approximately 30 foot by 22 foot unmanned strike aerial drone system. During 2019, approximately 30 months after aircraft conception, the Company announced that the Kratos/AFRL team successfully completed three flights for the Valkyrie, or the XQ-58A. In January 2020, the Company completed its fourth demonstration flight, including the successful deployment of its parachutes, and landed normally, validating the design changes incorporated for the test flight airbag system following certain previous flights. In March 2021, the Kratos/AFRL team successfully completed the XQ-58A Valkyrie's sixth test/demonstration flight and first release from the Valkyrie's internal weapons bay.
- In 2019, the Kratos XQ-58A Valkyrie was awarded Aviation Week's Laureate Award for Defense Technology and Innovation.



- In July 2020, the Company was awarded a five-year indefinite delivery indefinite quantity (“IDIQ”) contract valued at up to \$400 million for the development, integration, and prototype air vehicle delivery in support of the Air Force’s Skyborg program.
- In December 2020, Kratos was awarded a \$37.7 million contract from the AFLCMC/WA Advanced Aircraft Program Executive Office for the Skyborg Delivery Order 2 to integrate, test and deliver XQ-58A Valkyrie aircraft. The contract includes three phases of design, integration, and flight testing of the XQ-58A Valkyrie or other systems, integrating multiple customer-defined mission payloads and customer-defined autonomy in coordination/cooperation with the Skyborg System Design Agent.
- In December 2020, we received a \$17.8 million award from the AFRL for work in support of the government’s Low Cost Attributable Aircraft Technology (LCAAT) efforts, including as related to the XQ-58A Valkyrie.
- In December 2020, the Kratos Valkyrie UAS AttributableONE (as referred to by the US Air Force) completed a successful demonstration flight enabling the F-22 and F-35 5th generation fighters to fly in formation together in a test led by an integrated Advanced Battle Management System (“ABMS”) acquisition team comprised of AFRL and Air Force Life Cycle Management Center personnel, in conjunction with Eglin Air Force Base’s 46th Test Squadron.
- In August 2021, Kratos announced that it remains committed to be ready for a 2023 Skyborg Vanguard Program of Record, echoing the commitment expressed by the U.S. Air Force in its August 16, 2021 update on the Skyborg program. Skyborg is an autonomy-focused capability developed to enable the U.S. Air Force to operate and sustain low-cost, teamed aircraft that can thwart adversaries with quick, decisive actions in contested environments. The program aims to enable airborne combat mass by building a transferable autonomy foundation for a family of layered, unmanned air vehicles. In July 2022, Kratos and the U.S. Air Force announced the completion of a successful series of flights with two production XQ-58A Valkyrie aircraft for the Skyborg Program.
- In December 2021, the Secretary of the U.S. Air Force announced that he will seek funding for at least two new classified combat drone awards in the fiscal year 2023 budget. The new combat drones will be designed to work in conjunction with the F-35, F-22 and B-21 manned aircraft. This disclosure by the Secretary of the U.S. Air Force is considered to be a strong indication that the U.S. Air Force is counting on autonomous weapon systems to provide an advantage against peer adversaries to the United States.
- In December 2022, the U.S. Air Force announced that the Skyborg Vanguard Program would be transitioning to a Program(s) of Record, certain details of which the Company may not be able to publicly disclose.
- In September 2022, it was announced that there was a successful flight from Kratos’ family of UCASs, which have been flying and demonstrating capabilities since 2015. Kratos’ family of UCASs include more than four different aircraft types (Valkyrie, Mako, Gremlins and Tactical Firejet), each optimized for mission capabilities, ranging from a 350-pound class system to a 6,000-pound class system and unrefueled ranges in excess of 3,000 miles.
- In November 2022, it was announced that Kratos had recently completed a successful flight of its production XQ-58A Valkyrie aircraft for the Block 2 Valkyrie Maturation Program under the program team including the AFRL, Yuma Proving Ground and Kratos.
- In January 2023, the U.S. Navy/Marine Corps announced that it had awarded Kratos in December 2022 a \$15.5 million contract through the Naval Air Warfare Center Aircraft Division for two XQ-58A Valkyrie drones to look at future autonomous collaborative platforms not tied to any other U.S. Air Force or U.S. Navy programs. Included in the announcement was that the UASs should have “sensor and weapon system payloads to accomplish the penetrating affordable autonomous collaborative killer” mission.
- In February 2023, it was announced that through multiple contracts, Kratos has and is continuing to evolve and apply the XQ-58A Valkyrie with a focus on experimentation to support operational missions and employment to satisfy multiple existing forming applications sets for the DoD.
- In April 2023, Kratos celebrated the 100th MQM-178 Firejet high performance jet powered target drone aircraft produced at the Kratos Unmanned aircraft manufacturing facility in Oklahoma City. Kratos’ Tactical Firejet UAS is a derivative of the MQM-178 target drone.

- In November 2023, Kratos announced that the XQ-58A Valkyrie acquired by the Marine Corps, has successfully completed its first test flight in October 2023, under the Penetrating Affordable Autonomous Collaborative Killer – Portfolio (PAACK-P) program.
- In 2021, Kratos' Air Wolf tactical drone system ("Tactical Firejet") completed a 100 percent successful flight at the Burns Flat, Oklahoma range facility. The Kratos Air Wolf mission, which was the inaugural flight at the Burns Flat location, included multiple new payloads carried by the Air Wolf drone, including a proprietary Kratos artificial intelligence/autonomy system, which has been deployed by Kratos specifically for high performance, jet drone aircraft.
- In August 2022, Kratos was awarded a \$14 million tactical jet drone system contract and a \$20 million aerial drone system production contract.

In the Targets Drone Area:

- We redeveloped our Air Force Subscale Aerial Target BQM-167 into what we believe to be one of the highest performance unmanned aircraft in the world, the U.S. Navy Sub-Sonic Aerial Target ("SSAT") Drone BQM-177A, with low rate initial production awarded to Kratos in June 2017.
- In 2018, delivery of the first production aerial targets was made to the U.S. Navy, and achievement of Initial Operational Capability (IOC) was reported by the U.S. Navy in February 2019.
- In 2019, the Company was awarded a \$25.4 million contract for Lot 3 of low rate initial production for 34 BQM-177A aerial targets.
- In 2020, the Company was awarded full rate production Lot 1 and 2 for \$29.2 million and \$38.7 million, for an additional 35 and 48 BQM-177A aerial targets, respectively.
- In 2021, we were awarded a \$50.9 million contract modification exercising an option to procure 65 BQM-177A aerial targets, 50 for the U.S. Navy, seven for the government of Japan, and eight for the government of Saudi Arabia, as well as associated technical and administrative data in support of full rate production Lot 3.
- In September 2022, Kratos was awarded a \$14.7 million BQM-177A subsonic aerial target contract to continue software maintenance and updates of the BQM-177A SSAT.
- In January 2023, the Naval Air Systems Command announced that it had recently awarded Kratos a \$49.5 million contract for the production and delivery of 55 full rate production Lot 4 BQM-177A surface launched aerial targets, including associated equipment.
- In 2021, we received a \$338 million single award for production Lots 17 – 21, out-of-warranty repairs and contractor logistics support, with \$30.5 million initially obligated for Lot 17. In March 2023 we received a \$21.7 million single award for full rate production (Lot 19). The AFSAT program is one of the largest and most important to Kratos.
- In 2018, we received a sole source, single award multi-year IDIQ contract from the Swedish Defence Materiel Administration for our MQM-178 Firejet aerial target aircraft and associated ground support equipment, spares, payloads, components, expendables and support services. The first order under the four-year IDIQ contract was received in the first half of 2019. In 2022, we received a follow on four-year IDIQ contract for our MQM-178 targets. Additionally, in 2023 we received an IDIQ contract with an initial term of two years for our BQM-167i targets.
- In April 2021, Micro Systems, Inc., Kratos' wholly owned subsidiary, received an \$85.9 million contract award, with a \$60.7 million base and two options totaling approximately \$25.3 million, from the U.S. Army to support the Army Ground Aerial Target Control System, including software updating, cyber security inspections and installation of replacement parts.
- In February 2022, Kratos received a \$20 million contract award from an international customer for high performance, unmanned aerial target drone system aircraft and related services.

Kratos is currently under customer contract and working on a number of customer funded tactical UAV contracts and programs. Kratos is currently producing two lots of 12 Valkyrie drone systems, certain of the first lot of 12 which have been delivered to the respective customer(s), with others either committed to customer funded contracts or currently being produced

with Kratos funds in advance of potential expected customer contracts. The request of new, additional tactical drone programs in the fiscal year 2023 DoD budget request by the Office of the Secretary of Defense, as well as other statements and disclosures made by the DoD and others, reflect the continued commitment by the Pentagon to large quantities of autonomous, unmanned systems. We believe that the Company is well-positioned to address the DoD's requirements if it decides to move forward in procuring numbers of unmanned combat tactical drone systems, which may include drone systems currently under contract, in development, or flying by Kratos, and/or other future systems.

We believe that our internally funded, developed and owned intellectual property, allows us to rapidly provide relevant, affordable, jet powered, unmanned aircraft, designed to fly in A2/AD environments and with performance capabilities equal to or greater than fourth generation manned jet fighter aircraft. Kratos' tactical UAS provide force multiplication and augmentation for manned high-performance fighter aircraft. We believe that there are very few high-performance UAS that are affordable and as advanced as our systems and technologies addressing the A2/AD environment, which the DoD has identified as a mission critical and high priority area. As such, consistent with the needs and requirements of the U.S. and allied militaries, we believe that our first to market position and leadership in these types of high-performance unmanned aircraft, including having a family of multiple UCAS flying today, including with a weapons range pedigree and having active manufacturing facilities currently producing this class of UCAS, provides us with a potential large market opportunity. The DoD has stated that they intend to field a family of new next generation drone aircraft, including Collaborative Combat Aircraft ("CCA"s) or UCAVs, including those that can successfully be force multipliers to manned aircraft and perform their mission in highly contested, A2/AD environments. Kratos believes that a "family" of such UCAVs required by the DoD will consist of multiple types of drone systems with various capabilities, including disposable, expendable, attritable and exquisite types. Kratos has multiple Jet drones that are flying today in the disposable, reusable and attritable class including Airwolf, Mako, Gremlins, Thanatos and Valkyrie that we can publicly disclose.

We believe that Kratos is an industry leader in ground-based command, control and communications systems ("C3"), Telemetry Tracking and Control ("TT&C") and other systems for satellites, and a leader in related radio frequency interference identification, geolocation and mitigation, or Space Domain Awareness. Our primary customers include the U.S. Air Force, Space Command, Space Development and other agencies, and also commercial customers, enterprises and entities. Our OpenSpace™ software products and technology is a new approach to enable dynamic ground system operations by turning hardware to software that can react rapidly, dynamically and affordably to changing conditions in the satellite industry, including satellites with spot beams and software defined payloads.

We believe that Kratos is an industry leader in rocket systems and motors, ballistic missile targets, suborbital vehicles, sounding rockets and hypersonic systems. We believe that Kratos is the recognized rapid development and system fielding, affordable, industry leader in each of these areas. Kratos systems, products and technology have disrupted the traditional market dynamics, including recent important new program and contract awards in the hypersonic areas with the Multi-Service Advanced Capability Hypersonics Test Bed (the "MACH TB") and Mayhem Hypersonic System ("Mayhem") programs. Kratos is currently working on two new, internally funded hypersonic related initiatives, Zeus and Erinyes, which if successful, we believe will also significantly disrupt their respective market areas.

Our microwave electronics business products have designed-in positions on critical combat system programs, including Barak, Gripen, Iron Dome, Sling of David, F-15, F-16, Arrow and other C5ISR programs, including space and satellite programs and certain classified programs.

We believe that our advanced capabilities in the training systems and solutions market, including mixed, virtual and synthetic reality technology, products and systems for aircraft, combat and other vehicles, have allowed us to successfully remain at the forefront of defense industry readiness initiatives.

We believe our strategy of internally funding the research and development of many of our systems, products, software, solutions and capabilities, will continue to enable Kratos to "be first to market" and advance our position in high growth markets, such as high performance UCAVs, satellite communications, turbine and engine technologies, hypersonic systems, ballistic missile targets and microwave electronics, and allow us to grow, over the long-term, at a rate greater than that of the industry.

*Diverse base of key contracts with low concentration.* Kratos leading technology, products and systems, which are focused on many of the highest priority National Security areas allows us the opportunity to bid on and pursue a large number of contract and program opportunities as the lead or prime contractor, while also providing Kratos the opportunity to partner or team on additional large opportunities, better positioning our Company for success. Many of our contracts are single-award and/or sole source in nature, where we or our team are the only awardee by the customer. In certain cases, our ability to obtain

single award and/or sole source contracts is due to our intellectual property, proprietary products, historical performance qualifications, relative experience, affordability or Kratos already having demonstrated a first to market working system.

We have a highly diverse base of customers and contracts with no contract representing more than 6% of 2023 revenue. Our fixed-price contracts, the majority of which are production contracts, represent approximately 70% of our 2023 revenue. Our cost-plus-fee contracts and time and materials contracts represent approximately 24% and 6%, respectively, of our 2023 revenue. We believe our diverse base of key contracts and low reliance on any one contract provides us with a stable, balanced revenue stream.

Representative recent major contract awards for Kratos include a \$15.5 million contract from the U.S. Navy/Marine Corps to procure two XQ-58A Valkyrie drones, an initial \$30 million in funding on a potential \$250 million single award to the Kratos C5ISR program, a subcontract for Mach-TB and a Mayhem program award from our prime partner Dynetics, a \$49.5 million contract announced by the Navy in January 2023 for the production and delivery of 55 full rate production Lot 4 BQM-177A surface launched aerial targets and related equipment, and a \$54 million task order from the AFRL Turbine Engine Division (AFRL/RQT) to develop a low cost, limited life engine for attritable and expendable systems. Additionally, the Company's OpenSpace™ Platform was selected by global satellite system operator Intelsat as a key component to unify the operations of its ground and space systems in its next generation network. We also received an approximate \$160 million contract award from our partner Blue Halo for the SCAR program and a contract award to deliver an advanced spectrum monitoring system for OneWeb to monitor, analyze and review its fleet of Low Earth Orbit constellations. We also received approximately \$36 million in contract awards related to upgrades and new ground and avionic training systems.

*Significant cash flow visibility driven by stable backlog.* As of December 31, 2023 and December 25, 2022, our total backlog (see Backlog below) was approximately \$1,243.9 million and \$1,112.4 million respectively, of which approximately \$944.6 million was funded in 2023 and \$721.4 million was funded in 2022. The majority of our sales are from awards issued under long-term contracts, typically three to five years in duration. Our contract backlog provides visibility into stable future revenue and cash flow over a diverse set of contracts. Importantly, a number of our systems and products are designed-in and support long term, multi-year/multi-decade programs, which provides significant operational and financial visibility to our Company.

*Highly skilled employees and an experienced management team.* We deliver our systems, products and services through a skilled and primarily engineering and technically oriented workforce of approximately 3,900 employees. Our executives and senior managers have significant experience with technology companies, commercial enterprises, U.S. Government agencies, the U.S. military, U.S. Government contractors and other relevant entities. A significant number of Kratos employees hold National Security clearances. Members of our management team have experience growing commercial, technology and national security focused businesses both organically and through acquisitions and delivering significant value to investors, shareholders and stakeholders. We believe that the cumulative experience and differentiated expertise of our personnel in our core focus areas, coupled with our sizable and technically oriented employee base, allow us to qualify for and bid on larger programs and contracts in a prime contracting role.

## **Our Strategy**

Our strategy is to be a leading technology, systems, software and products provider to the defense, national security and relevant commercial and related global markets, and to disrupt our market focus areas, by being first to market with internally funded and developed offerings, engineered and designed to be mass produced at an affordable cost. In executing our strategy, Kratos primarily seeks to utilize proven technology, which we modify, adopt, change, integrate and apply to address market opportunities that we identify jointly with our customers and with our partners. This approach allows us to rapidly develop and field relevant offerings, while reducing technical, schedule and financial risk. At Kratos, affordability is a technology, which we believe is a critical element of the successful execution of our strategy. Additionally, whenever there is a defense/security/commercial "multi use" opportunity for our technology, products and systems, we lever off of this opportunity with increased efficiencies and further reduced cost opportunity via increased quantities provided to dual or multiple markets.

## **Internal Growth**

We are focused on generating internal growth by capitalizing on our ability to rapidly develop, demonstrate and field leading technology systems and products at an affordable cost and by being "first to market" with our offerings. We make targeted discretionary investments in mission critical DoD, National Security and commercial opportunity priority areas in order to achieve our first to market objective. Primary Kratos business areas include unmanned systems, space and satellite communications, cybersecurity, microwave electronics, hypersonic and rocket systems, missile defense, jet engines, rocket motors and turbine technologies, and training systems, which we believe have the highest potential for growth, based on the

2022 National Defense Strategy document and recent funding requests. In certain areas, Kratos will retain important intellectual property as a result of the internally funded investments we have made. Additionally, due to Kratos' unique technology, product and potential intellectual property positions, including in the space, satellite, UAS, propulsion, engine, turbine, rocket, hypersonic and other areas, we are routinely approached to partner or team on large, new program and contract opportunities, where Kratos offerings and affordability are an important competitive differentiator. A key aspect of Kratos' internal growth philosophy is also that "it is better to have a large part of something, than all of nothing", which is directly relevant to our teaming and partnership approach and strategy, including with the traditional large aerospace and defense system integrators.

*Expand technology product, solution and service offerings provided to existing customers.* We are focused on expanding the technology, products, systems and solutions we provide to our customers by making targeted internally funded investments in certain core focus areas, by leveraging our strong relationships, technical capabilities, intellectual property and past performance qualifications and by offering a wider range of comprehensive low-cost technology leading and proven products and solutions compared to our competitors. In regard to areas of specialization, our product and solution offerings include the manufacturing of specialized defense electronics; integrated technology and software solutions for satellite command, control and communications; specialized high performance UCAV and drone aircraft for tactical and threat representation target purposes; Unmanned Ground Systems ("UGS"); Unmanned Seaborne Systems; engine and propulsion systems; and rocket, ballistic missile target and hypersonic systems. We believe our understanding of customer needs, missions, requirements and processes, and our ability to rapidly deliver low cost, technology leading systems, products and solutions, position us well for success in the current National Security environment.

*Capitalize on current contract base.* We are pursuing new program and contract opportunities and awards as we build the business with our expanding technology base, intellectual property ownership, contract portfolio, and product, solution, software and service offerings. We are also aggressively pursuing several National Security priority areas, including high performance UADS, satellite communications command, control, communication and signal monitoring products, microwave electronics for missiles, radars, electronic warfare and communications, cybersecurity solutions, propulsion and engine systems, specialized training systems, autonomy and artificial intelligence systems, robotics, directed energy systems, hypersonic systems and next generation ballistic missile targets. Additionally, we are assessing new program areas and platforms to pursue that are consistent with our core capabilities, technology and intellectual property. These current and existing programs, contracts, customers and related offerings provide Kratos important past performance qualifications and experience, positioning us to credibly pursue new opportunities.

*Expand customer and contract base.* We are focused on expanding our customer base into areas with significant growth opportunities, including as indicated by the fiscal year 2024 spending bill, the 2022 National Defense Strategy document and the related Fiscal Year Defense Plan (FYDP), by leveraging our technology, intellectual property, proprietary products, capabilities, industry reputation, long-term customer relationships and diverse contract base. We also believe that our ability to rapidly develop, demonstrate and field high technology systems and products, at an affordable cost, is a clear competitive differentiator for our Company. We anticipate that this overall expansion in our capabilities will enable us to pursue larger program opportunities, higher value work and to further diversify our revenue base across additional U.S. Government, international and commercial customers.

*Improve operating margins.* We believe that we have opportunities to increase our operating margins and improve profitability in the future as we transition from certain development programs, which typically generate inherently lower margins, to production programs, which typically generate higher margins, and by leveraging our corporate infrastructure investments as our business and revenues increase. We are proactively focused on continuously improving efficiencies, reducing costs, and concentrating our efforts on operational excellence.

*Invest in strategic growth areas.* Over the past several years, we have made significant internally funded investments in strategic growth areas, including unmanned tactical aircraft drone systems, space and satellite communication software and systems, rocket engines and hypersonic systems, jet engines, turbine and other engine technologies. Specifically, we have increased internally funded research and development, capital and other expenditures, non-recurring engineering expenditures, and infrastructure investments, including executive management, bid, proposal and new business capture, pursuit and related expenses. We have made these investments with the intention of developing, demonstrating, fielding, bringing to production and being first to market with high performance jet powered unmanned aerial combat systems, next generation, virtualized space and satellite communication systems, rocket and hypersonic systems and turbine and other engine technologies. These internally funded investments typically allow us to retain certain intellectual property rights, design and data packages, for these platforms, software and systems, including to ultimately secure sole source technology or production positions in these strategic growth areas. Specifically, since 2012, we have invested over \$230 million in our UAS business and since 2019, approximately \$196 million in our Space, Satellite and Cyber business, and made investments in rocket and hypersonic systems, and engine

and turbine technology areas, through internally funded research, development, contract design retrofit costs, contract design costs for new platforms, software design and development, non-recurring engineering costs and capital expenditures related to these strategic growth areas.

- We invested in internally funded research, development and capital expenditures to build our own UTAP-22 (Mako) UAS from 2012 to 2015, and demonstrated the capabilities of the UTAP-22 Mako in a flight demonstration in the fall of 2015 where Kratos Mako drones flew as an unmanned wingman to manned tactical fighter jet aircraft. As a result of these successful flights and capabilities demonstrations, we were awarded an initial \$12.6 million prime contract from the DIUx for sensor integration and flight demonstration of our UTAP-22 Mako unmanned aerial system the following year. Under this effort, we integrated certain sensors into our UTAP-22 Mako and participated in a large, complex flight exercise in 2017. As a result of our development and demonstration of the Mako, we have been awarded several tactical and developmental awards, including an initial \$17.6 million contract award in October 2019 for jet drone research, development and initial production efforts, with the scope of work and related funds under this program expected to increase as execution and performance milestones are successfully achieved. Kratos Mako in 2021 also participated in the USAF Skyborg Vanguard Program (see below), which in 2022 began transitioning to USAF CCA related programs.
- We received a \$40.8 million single award, cost-share contract from the AFRL for the LCASD. Under the LCASD contract award, we designed, developed, delivered, demonstrated and tested a technical baseline for a high-speed long-range, low-cost limited life-strike UAS. For our investment, we retained hard (including two LCASD aircraft) and other assets, and important intellectual property, software, data, platform and system rights, which we believe will be critically important and valuable over the expected long-term life of this platform, including with respect to future production opportunities. During 2019, the Company announced that the Kratos/AFRL team successfully completed three flights for the Valkyrie, or the XQ-58A. In January 2020, the Company completed its fourth demonstration flight, including the successful deployment of its parachutes, and landed normally, validating the design changes incorporated from previous flights. In March 2021, the Kratos/AFRL team successfully completed the XQ-58A Valkyrie's sixth test/demonstration flight and first release from its internal weapons bay.
- In July 2020, we were awarded a five-year IDIQ contract valued at up to \$400 million for the development, integration, and prototype air vehicle delivery in support of the Air Force's Skyborg program. In December 2020, Kratos was awarded a \$37.7 million contract from the AFLCMC/WA Advanced Aircraft Program Executive Office for the Skyborg Delivery Order 2 to integrate, test and deliver XQ-58A Valkyrie aircraft. The contract includes three phases of design, integration, and flight testing of the XQ-58A Valkyrie system, integrating multiple customer-defined mission payloads and customer-defined autonomy in coordination/cooperation with the Skyborg System Design Agent, Leidos. In addition, in December 2020 we received a \$17.8 million award from the AFRL for work in support of the government's LCAAT efforts, including as related to the XQ-58A Valkyrie.
- In December 2020, the Kratos Valkyrie UAS AttritableONE completed a successful demonstration flight enabling the F-22 and F-35 5th generation fighters to fly in formation together in a test led by an integrated ABMS acquisition team comprised of AFRL and Air Force Life Cycle Management Center personnel, in conjunction with Eglin Air Force Base's 46th Test Squadron.
- In August 2021, Kratos announced that it remains committed to be ready for a 2023 Skyborg Vanguard Program of Record, echoing the commitment expressed by the U.S. Air Force in its August 16, 2021 update on the Skyborg program. Skyborg is an autonomy-focused capability developed to enable the U.S. Air Force to operate and sustain low-cost, teamed aircraft that can thwart adversaries with quick, decisive actions in contested environments. The program aims to enable airborne combat mass by building a transferable autonomy foundation for a family of layered, unmanned air vehicles. In July 2022, Kratos and the U.S. Air Force announced the completion of a successful series of flights with two production XQ-58A Valkyrie aircraft for the Skyborg Program. Kratos Mako has also successfully flown and performed under the Skyborg program.
- In December 2022, we were awarded a \$15.5 million contract from the U.S. Navy/Marine Corps to procure two XQ-58A Valkyrie drones to provide the amphibious force options for new strike, intelligence gathering, and electronic warfare capabilities as well as a "mothership" for small drones. In November 2023, we announced that the Valkyrie successfully completed its first test flight at Eglin Air Force Base and that we partnered with the U.S. Marine Corps, the Office of the Undersecretary of Defense for Research and Engineering (OUSD (R&E)), the Naval Air Systems Command and Naval War Center Aircraft Division to facilitate ongoing research, development, testing and evaluation of the Marine Corps XQ-58A Valkyrie.

- The Strategic, Development, Planning and Experimentation and 40th Flight Test Squadron Autonomous Aircraft Experimentation Team at Eglin Air Force Base recently announced that it conducted an operational experimentation test flight of the XQ-58A Valkyrie in December 2022.
- Since 2019, we have invested approximately \$196 million in Kratos' Space, Satellite and Cyber business through internally funded research and development, software design and development and capital expenditures, primarily related to our next generation, software based, virtualized satellite C3, TT&C and other ground-based OpenSpace™ communications systems, which we released "first to market" in 2021. In 2022, we received an approximate \$160 million potential contract award from Blue Halo and a significant contract award from Intelsat as a result of Kratos OpenSpace™ products and technology. In 2023, we introduced the satellite industry's first open edge terminal for satellite communications and other applications and we announced that our OpenSpace platform is the first commercially available, fully virtualized satellite ground system to achieve MEF 3.0 Carrier Ethernet certification.

*Capitalize on corporate infrastructure investments.* In recent periods, we have made significant investments in our senior and technical management and corporate infrastructure related to cybersecurity threats to our Company, increased and changing regulations we are subject to, and the changing National Security industry environment. These investments also included hiring senior executives and managers with significant experience in the National Security and technology industries, hiring firms to support us on Capitol Hill, Congressionally and with our customers, strengthening our internal controls over financial reporting and accounting staff in support of increasing public company reporting requirements, expanding our infrastructure in response to increases in cybersecurity protection and related regulatory requirements, including the DoD's Cybersecurity Maturity Model Certification ("CMMC") requirement for all federal contractors, and expanding our backlog and bid and proposal pipeline resources. We have also made significant investments in secure facilities to enable us to bid on, successfully receive and execute on classified programs and opportunities. As a result of these and other investments, we expect to be allocating additional resources in our pursuit of new, larger and highly technical prime contract opportunities. We believe our management experience, technical capabilities, manufacturing, production and corporate infrastructure can support a company with a much larger revenue base than we currently have. Accordingly, we believe that, to the extent our revenue grows, we will be able to leverage this infrastructure base and increase our operating margins.

## Customers

A representative list of government customers in our KGS and US segments during 2023 included the U.S. Air Force, U.S. Army, U.S. Navy, U.S. Marines, Missile Defense Agency, Space Command, NASA, the AFRL, foreign military sales ("FMS"), the U.S. Southern Command, STRATCOM, the SCO, DIU or DIUx, the Rapid Capabilities Offices, the U.S. intelligence community, DARPA, Office of the Secretary of Defense (OSD), and certain confidential customers. A representative list of non-government customers during 2023 included tier one, large U.S. Government contractors and system integrators such as Northrop Grumman, Lockheed Martin, General Dynamics, Raytheon Technologies, BAE Systems, L3Harris, and Boeing, as well as Intelsat, Blue Halo, Microsoft, Amazon, Siemens, Rolls Royce, Boom, GE Aerospace and others.

Revenue from the U.S. Government (which includes FMS) includes revenue from contracts for which we are the prime contractor as well as those for which we are a subcontractor and the ultimate customer is the U.S. Government. Revenues from U.S. Government agency customers in aggregate accounted for approximately 69%, 69% and 70% of total revenues in 2023, 2022, and 2021, respectively.

## Backlog

Effective January 1, 2018, we adopted the requirements of Accounting Standards Codification 606, *Revenue from Contracts with Customers* ("ASC 606"), utilizing the modified retrospective method as discussed in Note 1 of the Notes to Consolidated Financial Statements contained within this Annual Report. Since our adoption of ASC 606, revenues from remaining performance obligations, also referred to as total backlog, are now calculated as the dollar value of our remaining performance obligations on executed contracts. As of December 31, 2023 and December 25, 2022, our backlog was approximately \$1,243.9 million and \$1,112.4 million, respectively, of which \$944.6 million was funded in 2023 and \$721.4 million was funded in 2022. We expect to recognize approximately 65.0% of the remaining total backlog as revenue in 2024, an additional 14.0% in 2025 and the balance thereafter.

Total backlog is our estimate of the amount of revenue expected to be realized over the remaining life of awarded contracts and task orders that we have in hand as of the measurement date. Total backlog can include award fees, incentive fees, or other variable consideration estimated based on the most likely amount the Company is expected to be entitled to receive, to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur. Total backlog can include both funded and unfunded future revenue under government contracts. Total backlog does not include orders for which

neither party has performed and which each party has the unilateral right to terminate a wholly unperformed contract without compensating the other party. As such, total backlog generally does not include options for additional performance obligations which have not been executed unless they are considered a material right of the base contract. For IDIQ contracts, only awarded or funded task orders are included for backlog purposes.

We define funded backlog as estimated future revenue under government contracts and task orders for which funding has been appropriated by Congress and authorized for expenditure by the applicable agency, plus an estimate of the future revenue expected to be realized from commercial contracts that are under firm orders. Funded backlog does not include the full potential value of the Company's contracts because Congress often appropriates funds to be used by an agency for a particular program of a contract on a yearly or quarterly basis even though the contract may call for performance over a number of years. As a result, contracts typically are only partially funded at any point during their term, and all or some of the work to be performed under the contracts may remain unfunded unless and until Congress makes subsequent appropriation and the procuring agency allocates funding to the contract.

Contracts undertaken by us may extend beyond one year. Accordingly, portions are carried forward from one year to the next as part of backlog. Because many factors affect the scheduling of projects, no assurance can be given as to when revenue will be realized on projects included in our backlog. Although funded backlog represents only business that is considered to be firm, we cannot guarantee that cancellations or scope adjustments will not occur. The majority of funded backlog represents contracts with terms that would entitle us to all or a portion of our costs incurred and potential fees upon cancellation by the customer.

A significant number of the programs that Kratos' systems, products and solutions support are multi-year/multi-decade in nature. Accordingly, based on historical customer usage or operational tempo, the Company has reasonable expectations or visibility of what ultimate orders for Kratos' systems, products and solutions will be. The Company does not include these expected amounts in its backlog until a related contract award is received.

Management believes that year-to-year comparisons of backlog are not necessarily indicative of future revenues. The actual timing of receipt of revenues, if any, on projects included in backlog could change because many factors affect the scheduling of projects. In addition, cancellations or adjustments to contracts may occur. Backlog is typically subject to large variations from quarter to quarter as existing contracts are renewed or new contracts are awarded. Additionally, all U.S. Government contracts included in backlog, whether or not funded, may be terminated at the convenience of the U.S. Government.

### **Cybersecurity Program**

In the normal course of business, we may collect and store personal information and certain sensitive information of the Company and third parties, including proprietary and confidential business information, trade secrets, intellectual property, sensitive third-party information and employee information. To protect this information, our existing cybersecurity policies require monitoring and detection programs, network security measures, encryption of critical data, and security assessment of vendors. We maintain various protections designed to safeguard against cyberattacks, including firewalls and virus detection software. We have established and test our disaster recovery plan and we protect against business interruption by backing up our major systems. In addition, we periodically scan our environment for any vulnerabilities, perform penetration testing and engage cybersecurity consultants to assess effectiveness of our data security practices. A cybersecurity consultant conducts regular network security reviews, scans and audits. In addition, we maintain insurance that includes cybersecurity coverage.

Our cybersecurity program incorporates industry-standard frameworks, policies and practices designed to protect the privacy and security of our sensitive information and sensitive information of third parties with whom we do business. Our cybersecurity team reports to the full Board of Directors typically on an annual basis on information security and cybersecurity matters, or more frequently as needed. Certain members from our Board of Directors have cybersecurity experience. See "Cybersecurity" below for additional information.

Despite the implementation of our cybersecurity program, our security measures cannot guarantee that a significant cyberattack will not occur. A successful attack on our information technology or other systems could have significant consequences to our business. While we devote resources to our security measures to protect our systems and information, these measures cannot provide absolute security. See "Risk Factors" for additional information about the risks to our business associated with a breach or compromise to our information technology systems.



## Human Capital Management

As of December 31, 2023, we had a work force of approximately 3,900 full-time, part-time and on-call employees in approximately 13 countries. Our employees are our greatest asset, and the ability to recruit, retain, fairly compensate, and develop our workforce is critical to Kratos' success.

We work diligently to attract the best talent from a diverse range of sources in order to meet the current and future demands of our business. We have established relationships with local job networks and educational institutions to proactively attract a diverse pool of talent. We also strive to provide a compensation and benefits package that will attract, retain, and motivate employees and reward their performance, including competitive market-based pay and comprehensive benefits. In addition to earning a base salary, eligible employees are compensated for their contributions to the Company's goals with both short-term cash incentives and long-term equity-based incentives. We are committed to providing fair and equitable pay for employees, utilizing both external and internal benchmarking tools to do so. Eligible employees in the U.S. also have access to a wide range of benefits including medical, dental, and vision plans; life insurance, disability insurance and identity theft insurance; savings and retirement plans; an employee stock purchase plan; and other resources. Programs and benefits differ internationally for a variety of reasons, such as local legal requirements and market practices.

We are also committed to employee development. The Company maintains talent and succession planning processes, including annual reviews and regular touchpoint reviews throughout the year, and periodic succession review of executive management by the Company's chief executive officer and board of directors. We also provide training opportunities for employees at all levels, including live and online training, on the job training, and tuition reimbursement for formal continuing education. Our training program also includes compliance training to regularly promote and reinforce the Company's culture of ethics and integrity in business.

Guided by our values, we are committed to creating a company where everyone is included and respected, and where we support each other in reaching our full potential. We are committed to diverse representation across all levels of our workforce to reflect the vibrant and thriving diversity of the communities in which we live and work.

## Competition

Our market is competitive and includes a number of companies in the U.S. defense, National Security and commercial markets and industries. Most of the companies that we compete against have significantly greater financial, technical, marketing and other resources and generate greater revenues than we do. Competition in the KGS and US segments include tier one, large U.S. Government contractors and system integrators such as Northrop Grumman, Lockheed Martin, General Dynamics, Raytheon Technologies, BAE Systems, L3Harris, General Atomics, and Boeing. While we view these and other government contractors as competitors, we also routinely team or partner with these same companies in joint proposals or in the delivery of our products, solutions and services for customers. In fact, many of our tier one competitors are also our partners and our customers. Tier two competitors include smaller government contractors such as Mercury Systems, Qinetiq, Cobham, Anduril, CACI, Peraton, Linquest, Viasat and AAR Corp. Intense competition and long operating cycles are key characteristics of business within the defense industry. It is also common in the defense industry for work on major programs to be shared among a number of companies. A company competing to be a prime contractor or subcontractor on an award may, upon final award of the contract to another competitor, become a subcontractor for the final prime contractor. It is not unusual to compete for a contract award with a peer company and simultaneously perform as a supplier to or be a customer of that same competitor on other contracts, or vice versa. The nature of major defense programs, conducted under binding contracts, allows companies that perform well to benefit from a level of program continuity not frequently found in other industries.

We believe that the principal competitive factors in our ability to win new business include our ability as a technology company to address the defense, national security and commercial markets, our belief that affordability is a technology, our focus on making internally funded investments, and our ability to rapidly develop and produce actual working products and systems and our strategy of being first to market with relevant systems, products and technology, focused on priority DoD requirements and funding areas. We also believe that our relationships with the traditional defense industry aerospace and defense system integrators, and the value we bring to them in partnership to pursue large new program opportunities, is a key differentiator for our Company. Also important is our past performance qualifications, customer relationships, domain and technology expertise, the ability to obtain and replace contract vehicles, the ability to deliver results within budget (time and cost), reputation, accountability, staffing flexibility, and project management expertise. Additionally, our ability to deliver cost effective systems, products, solutions and services that meet our customers' and partners' requirements is also a key differentiator.

In the U.S. defense, IT, and services markets, the U.S. Government has stressed competition and affordability or low cost in connection with its future procurement of products and services, i.e. affordable mass. This has led to fewer sole source awards, as well as more emphasis on cost competitiveness, with certain contract awards issued on a Low Price Technically Acceptable (“LPTA”) basis, rather than a best value basis, which has negatively impacted certain areas of our Defense and Rocket Support Systems (“DRSS”) business in our KGS segment and in our training services business. In addition, competitor bid protests have become more prevalent in the current competitive environment, resulting in further delay of contract procurement activity. As a result of these changing market dynamics, Kratos has made the strategic decision to deemphasize these types of potential LPTA services businesses, and to focus our financial and other resources on our products, systems, software and technology focused business areas, making internally funded investments in our related core competency and market focus business areas, developing and owning important intellectual property and being first to market with our offerings.

## **Research and Development**

We believe that our future success depends upon our ability to continue to rapidly develop new products and services, and enhancements to and applications for our existing products and services, to be delivered at an affordable cost. Our research and development expenses were \$38.4 million, \$38.6 million and \$35.2 million in 2023, 2022, and 2021, respectively. We intend to continue our focus on research and development as a key strategy for growth, which will focus on investments in those fields that we believe will offer the greatest opportunity for growth and profitability. Our current primary internal research and development (“IR&D”) focus areas include satellite communications and signal monitoring, unmanned systems, electronic products, turbine technologies, rocket, hypersonic and other systems.

## **Intellectual Property**

We believe that our continued success depends in large part on our proprietary technology, the intellectual skills of our employees and the ability of our employees to continue to innovate. We rely on a combination of patent, copyright, trademark and trade secret laws, as well as confidentiality agreements, to establish and protect our proprietary rights.

As of December 31, 2023, we held a number of U.S. and foreign patents. Patents applicable to specific products extend for varying periods according to the date of patent application filing or patent grant and the legal term of patents in the various countries where patent protection is obtained. We do not consider our business to be materially dependent upon any individual patent, and we do not believe that our business would be materially affected by the expiration of any particular intellectual property right. We will continue to file and pursue patent applications when and where appropriate to attempt to protect our rights in our proprietary technologies. We also encourage our employees to continue to invent and develop new technologies so as to maintain our competitiveness in the marketplace.

We own or have rights to use certain trademarks, service marks and trade names that we use in conjunction with the operation of our business. Certain of our trademarks have also been registered in selected foreign countries.

## **Government Regulation**

We are subject to various government regulations, including various U.S. Government regulations as a contractor and subcontractor to the agencies of the U.S. Government. Among the most significant U.S. Government regulations affecting our business are:

- the Federal Acquisition Regulations and supplemental agency regulations, which comprehensively regulate the formation, administration, and performance under government contracts;
- the Truthful Cost or Pricing Data Statute (formerly the Truth in Negotiations Act), which requires certification and disclosure of all cost and pricing data in connection with contract negotiations;
- the Cost Accounting Standards, which impose accounting requirements that govern our right to reimbursement under cost-based government contracts;
- the Industrial Security Manual, which establishes the security guidelines for classified programs and facilities as well as individual security clearances;
- the Foreign Corrupt Practices Act, which prohibits U.S. companies from providing anything of value to a foreign official to help obtain, retain or direct business, or obtain any unfair advantages;
- the False Claims Act and the False Statements Act, which, respectively, impose penalties for payments made on the basis of false facts provided to the government and impose penalties on the basis of false statements, even if they do not result in a payment; and

- laws, regulations and executive orders restricting the use and dissemination of information classified for National Security purposes and the exportation of certain products and technical data.

We also need special security clearances to continue working on and advancing certain of our programs and contracts with the U.S. Government. Classified programs generally will require that we comply with various Executive Orders, federal laws and regulations and customer security requirements that may include restrictions on how we develop, store, protect and share information, and may require our employees to obtain government clearances.

In addition, we are subject to industry-specific regulations due to the nature of the products and services we provide. For example, certain aspects of our business are subject to further regulation by additional U.S. government authorities, including (i) the Federal Aviation Administration, which regulates airspace for all air vehicles in the U.S. National Airspace System, (ii) the National Telecommunications and Information Administration and the Federal Communications Commission, which regulate the wireless communications upon which our UAS business depend in the United States and (iii) the Defense Trade Controls of the U.S. Department of State that administers the International Traffic in Arms Regulations, which regulate the export of controlled technical data, defense articles and defense services.

The nature of the work we do for the federal government may also limit the parties who may invest in or acquire us. Export laws may keep us from providing potential foreign acquirers with a review of the technical data they would be acquiring. In addition, there are special requirements for foreign parties who wish to buy or acquire control or influence over companies that control technology or produce goods in the security interests of the U.S. There may need to be a review under the Exon-Florio provisions of the Defense Production Act, including review by the Committee on Foreign Investment in the United States (CFIUS) under the Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA). Finally, the government may require a prospective foreign owner to establish intermediaries to actually run that part of the company that does classified work, and establishing a subsidiary and its separate operation may make such an acquisition less appealing to such potential acquirers.

In addition, the export from the U.S. of certain of our products may require the issuance of a license by the U.S. Department of Commerce under the Export Administration Act, and its implementing regulations as kept in force by the International Emergency Economic Powers Act of 1977. Some of our products may require the issuance of a license by the U.S. Department of State under the Arms Export Control Act and its implementing regulations, which licenses are generally harder to obtain and take longer to obtain than do Export Administration Act licenses.

Our business may require compliance with state or local laws designed to limit the uses of personal user information gathered online or require online services to establish privacy policies.

### **Material Availability**

We procure critical material, components, products and subsystems from domestic and global supply partners. These supply sources may be single sources for certain components and the material provided may have extended lead times. To support our continuing customer needs, we have taken steps to mitigate sourcing risks. This includes working closely with our suppliers to ensure future material and subsystem availability to support our manufacturing plans. In some cases, we have elected to stock reserve material to ensure future availability.

Certain raw materials and components used in the manufacture of our products and in our development programs are periodically subject to supply shortages, and our business is subject to the risk of price increases and periodic delays in delivery. Particularly, the market for electronic components is experiencing increased demand and a global shortage of semiconductors, creating substantial uncertainty regarding our suppliers' continued production of key components for our products, and the supply for certain raw materials such as aluminum and the availability for milling activities is experiencing shortages and delays which is impacting our C5ISR business. See "Risk Factors" for further discussion regarding risks related to raw materials.

### **Environmental**

Our manufacturing operations are subject to many requirements under environmental laws and regulations. In the U.S., the U.S. Environmental Protection Agency and similar state agencies administer laws that restrict the emission of pollutants into the air, discharges of pollutants into bodies of water and disposal of pollutants in the ground. Violations of these laws can result in significant civil and criminal penalties and incarceration. The failure to obtain a permit for certain activities may be a violation of environmental law and subject the owner and operator to civil and criminal sanctions. Most environmental agencies also have the power to shut down an operation if it is operating in violation of environmental law. U.S. laws also allow citizens to bring private enforcement actions in some situations. Outside the U.S., the environmental laws and their enforcement vary and may be more burdensome.

Other environmental laws, primarily in the U.S., address the contamination of land and groundwater and require the clean-up of such contamination. These laws may apply not only to the owner or operator of an on-going business, but also to the owner of land contaminated by a prior owner or operator. In addition, if a parcel is contaminated by the release of a hazardous substance, such as through its historic use as a disposal site, any person or company that has contributed to that contamination, whether or not it has a legal interest in the land, may be subject to a requirement to clean up the parcel.

We have management programs and processes in place that are intended to achieve compliance with, and minimize the potential for violations of, applicable environmental laws and regulations.

#### **Available Information**

We file reports with the Securities and Exchange Commission ("SEC"). We make available on our website under "Investor Relations/Financial Information/SEC Filings," free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports as soon as reasonably practicable after we electronically file such materials with or furnish them to the SEC. Our website address is [www.kratosdefense.com](http://www.kratosdefense.com). The SEC also maintains an Internet site that contains our reports, proxy and information statements, and other information at [www.sec.gov](http://www.sec.gov).

We have included our website address and the SEC's website in this report solely as an inactive textual reference. References to our website and the SEC's website in this report are provided as a convenience and do not constitute, and should not be viewed as, incorporation by reference of the information contained on, or available through, such websites. Such information should not be considered a part of this report, unless otherwise expressly incorporated by reference in this report.

## **Item 1A. Risk Factors.**

*You should carefully consider the following risk factors and all other information contained herein as well as the information included in this Annual Report and other reports and filings made with the SEC in evaluating our business and prospects. Risks and uncertainties, in addition to those we describe below, that are not presently known to us or that we currently believe are immaterial may also impair our business operations. If any of the following risks occur, our business and financial results could be harmed and the price of our common stock could decline. You should also refer to the other information contained in this Annual Report, including our Consolidated Financial Statements and the related Notes.*

### **Risk Factors Summary**

#### ***Risks Related to our Business***

- The U.S. Government provides a significant portion of our revenue, and our business could be adversely affected by changes in the fiscal policies of the U.S. Government and other governmental entities.
- Significant delays or reductions in appropriations for our programs and U.S. Government funding more broadly may negatively impact our business and programs and could have a material adverse effect on our financial position, results of operations and/or cash flows.
- If we fail to establish and maintain important relationships with government agencies and prime contractors, our ability to successfully maintain and develop new business may be adversely affected.
- The loss of one or more of our largest customers, programs, or applications could adversely affect our results of operations.
- Many of our contracts contain performance obligations that require innovative design capabilities, are technologically complex, require state-of-the-art manufacturing expertise, or are dependent upon factors not wholly within our control. Failure to meet these obligations could adversely affect our profitability and future prospects. Early termination of client contracts or contract penalties could adversely affect our results of operations.
- If our subcontractors or suppliers fail to perform their contractual obligations, our performance and reputation as a contractor and our ability to obtain future business could suffer.
- We face intense competition from many competitors that have greater resources than we do, which could result in price reductions, reduced profitability or loss of market share.
- If the UAS and UGS markets do not experience significant growth, if we cannot expand our customer base or if our products do not achieve broad acceptance, or if the products we have developed or will develop do not become programs of record, then we may not be able to achieve our anticipated level of growth.
- Loss of our General Services Administration (“GSA”) contracts or government-wide acquisition contracts could impair our ability to attract new business.
- Government contracts differ materially from standard commercial contracts, involve competitive bidding and may be subject to cancellation or delay without penalty.
- We may not receive the full amounts estimated under the contracts in our backlog, which could reduce our revenue in future periods below the levels anticipated. This makes backlog an uncertain indicator of future operating results.
- A preference for minority-owned, small and small disadvantaged businesses could impact our ability to be a prime contractor and limit our opportunity to work as a subcontractor on certain governmental procurements.
- U.S. Government in-sourcing could result in loss of business opportunities and personnel.
- Our business could be negatively impacted by cyber and other security threats or disruptions.
- Our products are complex and could have unknown defects or errors, which may increase our costs, harm our reputation with customers, give rise to costly litigation, or divert our resources from other purposes.
- Due to the volatile and flammable nature of certain components of our products and equipment, fires or explosions may disrupt our business or cause significant injuries, which could adversely affect our financial results.
- Our margins and operating results may suffer if we experience unfavorable changes in the proportion of cost-plus-fee or fixed-price contracts in our total contract mix.
- We have incurred and may continue to incur goodwill impairment charges in our reporting entities, which could harm our profitability.
- Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited. We may be required to record valuation allowances on our net operating loss carryforwards in future periods, which could harm our profitability.

#### ***Risks Related to our Operations***

- Our operations expose us to risks associated with pandemics, epidemics or other public health emergencies, such as the outbreak of COVID-19.

- We may need additional capital to fund the growth of our business, and financing may not be available on favorable terms or at all.
- Our cash may be subject to a risk of loss and we may be exposed to fluctuations in the market values of our portfolio investments and in interest rates.
- Past acquisitions and future acquisitions could prove difficult to integrate, disrupt our business, dilute stockholder value and strain our resources.
- The loss of any member of our senior management could impair our relationships with U.S. Government customers and disrupt the management of our business.
- If we fail to attract and retain skilled employees or employees with the necessary National Security clearances, we might not be able to perform under our contracts or win new business.
- We are subject to the requirements of the National Industrial Security Program Operating Manual for our facility security clearance, which is a prerequisite to our ability to perform on classified contracts for the U.S. Government.
- We will be subject to DoD CMMC requirements issued by the Pentagon which may limit our ability to bid and win projects. The cost for the DoD CMMC requirements may be significant.
- Cybersecurity events or disruptions of our information technology systems could negatively impact our operations.
- Significant adverse changes in inflation and prices in the future could result in material losses.

#### ***Risks Related to our International Operations***

- Revenues derived from our international business could be subject to global economic downturn and hardship.
- Our international business exposes us to additional risks, including the possibility of war and terrorist events which could impact our international operations, including our microwave electronics business which has primary operations based in Israel.
- Changes in foreign tax laws and regulations could expose us to additional tax liabilities and could adversely affect our financial results.
- Our international businesses expose us to foreign currency impacts.

#### ***Risks Related to our Long-Term Borrowings***

- We have substantial long-term borrowings, which could adversely affect our cash flow, financial condition and business.
- We and our subsidiaries may incur more debt, which may increase the risks associated with our leverage, including our ability to service our indebtedness.
- A portion of our business is conducted through foreign subsidiaries, and the failure to generate sufficient cash flow from these subsidiaries, or otherwise repatriate or receive cash from these subsidiaries, could result in our inability to repay our indebtedness.
- The agreements governing our debt impose significant operating and financial restrictions on us and our subsidiaries that may prevent us and our subsidiaries from pursuing certain business opportunities and restrict our ability to operate our business.

#### ***Risks Related to our Intellectual Property***

- We may be unable to protect our intellectual property rights.
- Disclosure of trade secrets could cause harm to our business.
- We may be harmed by intellectual property infringement claims.

#### ***Risks Related to Regulatory, Environmental and Legal Issues***

- Our failure to comply with complex procurement laws and regulations could cause us to lose business and subject us to a variety of penalties.
- Our contracts and administrative processes and systems are subject to audits and cost adjustments by the U.S. Government, which could reduce our revenue, disrupt our business or otherwise adversely affect our results of operations.
- We are subject to environmental laws and potential exposure to environmental liabilities. This may affect our ability to develop, sell or rent our property or to borrow money where such property is required to be used as collateral.

#### ***Risks Related to Our Common Stock***

- Some of our contracts with the U.S. Government are classified, which may limit investor insight into portions of our business.

For a more complete discussion of the material risks facing our business, see below.

## Risks Related to Our Business

***The U.S. Government provides a significant portion of our revenue, and our business could be adversely affected by changes in the fiscal policies of the U.S. Government and other governmental entities.***

In fiscal 2023, 2022 and 2021, we generated 69%, 69% and 70%, respectively, of our total revenues from contracts with the U.S. Government (including all branches of the U.S. military and FMS), either as a prime contractor or a subcontractor. We expect to continue to derive most of our revenues from work performed under U.S. Government contracts. See the Industry Update section in Item 1 “Business” contained within this Annual Report for a discussion of the current budgetary and funding constraints on U.S. Government spending and legislation enacted to reduce the U.S. federal deficit. As a result, we have experienced and expect to continue to experience reduced or delayed awards on some of our programs, with a related negative impact to our revenues, earnings and cash flows. Competitor bid protests also have become more prevalent in the current competitive environment, which has led to further contract award delays. In addition, any future changes to the fiscal policies of the U.S. Government and foreign governmental entities may decrease overall government funding for defense and homeland security, result in delays in the procurement of our products and services due to lack of funding, cause the U.S. Government and government agencies to reduce their purchases under existing contracts, or cause them to exercise their rights to terminate contracts at-will or to abstain from exercising options to renew contracts, any of which would have an adverse effect on our business, financial condition, results of operations and/or cash flows.

***Significant delays or reductions in appropriations for our programs and U.S. Government funding more broadly may negatively impact our business and programs and could have a material adverse effect on our financial position, results of operations and/or cash flows.***

U.S. Government programs are subject to annual congressional budget authorization and appropriation processes. For many programs, Congress appropriates funds on a fiscal year basis even though the program performance period may extend over several years. Consequently, programs are often partially funded initially and additional funds are committed only as Congress makes further appropriations. If we incur costs in excess of funds obligated on a contract, we may be at risk for reimbursement of those costs unless and until additional funds are obligated to the contract. We cannot predict the extent to which total funding and/or funding for individual programs will be included, increased or reduced as part of the annual budget process ultimately approved by Congress and the President or in separate supplemental appropriations or continuing resolutions, as applicable. Laws and plans adopted by the U.S. Government relating to, along with pressures on and uncertainty surrounding the federal budget, potential changes in priorities and defense spending levels, sequestration, the appropriations process, use of continuing resolutions (with restrictions, e.g., on new starts) and the permissible federal debt limit, could adversely affect the funding for individual programs and delay purchasing or payment decisions by our customers. In the event government funding for our significant programs becomes unavailable, or is reduced or delayed, or planned orders are reduced, our contract or subcontract under such programs may be terminated or adjusted by the U.S. Government or the prime contractor.

The federal budget and debt ceiling are expected to continue to be the subject of considerable debate, which could have a significant impact on defense spending broadly and our programs in particular.

The budget environment, including budget caps mandated by the Budget Control Act of 2011 (the “BCA”) for fiscal years 2022 and 2023, and uncertainty surrounding the debt ceiling and the appropriations process, remain significant short and long-term risks for the Company. Considerable uncertainty exists regarding how future budget and program decisions will unfold, including the defense spending priorities of the current administration and Congress, what challenges budget reductions (required by the BCA and otherwise) will present for the defense industry and whether annual appropriations bills for all agencies will be enacted in a timely manner. If annual appropriations bills are not timely enacted, the U.S. Government may again operate under a continuing resolution, restricting new contract or program starts, presenting resource allocation challenges and placing limitations on some planned program budgets, and we may face additional government shutdowns of unknown duration. If a prolonged government shutdown of the DoD were to occur, it could result in program cancellations, disruptions and/or stop work orders and could limit the U.S. Government’s ability to effectively progress programs and to make timely payments, and our ability to perform on our U.S. Government contracts and successfully compete for new work.

We believe continued budget pressures would have serious negative consequences for the security of our country, the defense industrial base, including the Company, and the customers, employees, suppliers, investors, and communities that rely on companies in the defense industrial base. It is likely budget and program decisions made in this environment will have long-term implications for us and the entire defense industry.

Additionally, funding for certain programs in which we participate may be reduced, delayed or cancelled, and budget cuts globally could adversely affect the viability of our subcontractors and suppliers, and our employee base. While we believe that our business is well-positioned in areas that the DoD and other customers have indicated are areas of focus for future defense spending, the long-term impact of the BCA, other defense spending cuts, challenges in the appropriations process, the debt ceiling and the ongoing fiscal debates remain uncertain.

Significant delays or reductions in appropriations; long-term funding under a continuing resolution; an extended debt ceiling breach or government shutdown; and/or future budget and program decisions, among other items, may negatively impact our business and programs and could have a material adverse effect on our financial position, results of operations and/or cash flows.

***If we fail to establish and maintain important relationships with government agencies and prime contractors, our ability to successfully maintain and develop new business may be adversely affected.***

Our reputation and relationship with the U.S. Government, and in particular with the agencies of the DoD and the U.S. intelligence community, are key factors in maintaining and developing new business opportunities. In addition, we often act as a subcontractor or in “teaming” arrangements in which we and other contractors bid together on particular contracts or programs for the U.S. Government or government agencies. We expect to continue to depend on relationships with other prime contractors for a portion of our revenue for the foreseeable future. Negative press reports regarding conflicts of interest, poor contract performance, employee misconduct, information security breaches or other aspects of our business, regardless of accuracy, could harm our reputation. Additionally, as a subcontractor or team member, we often lack control over fulfillment of a contract, and poor performance on the contract could tarnish our reputation, even when we perform as required. As a result, we may be unable to successfully maintain our relationships with government agencies or prime contractors, and any failure to do so could adversely affect our ability to maintain our existing business and compete successfully for new business.

***The loss of one or more of our largest customers, programs, or applications could adversely affect our results of operations.***

We are dependent on a small number of customers for certain large programs that represent a large portion of our revenues. A significant decrease in the sales to or loss of any of these programs or our major customers would have a material adverse effect on our business and results of operations. In fiscal 2023 and 2022, the U.S. Air Force accounted for 22.6% and 25.3% respectively, of our total revenues and the U.S. Navy accounted for 13.0% and 14.2%, respectively, of our total revenues. No assurance can be given that our customers will not experience financial, technical or other difficulties that could adversely affect their operations and, in turn, our results of operations. We believe that the USAF BQM-167, USN BQM-177, and the GBSD (also known as Sentinel) programs could represent a large portion of our future revenues in the coming years, and the loss or cancellation of any of these programs could adversely affect our future results. Further, new programs may yield lower margins than legacy programs, which could result in an overall reduction in gross margins.

***Many of our contracts contain performance obligations that require innovative design capabilities, are technologically complex, require state-of-the-art manufacturing expertise, or are dependent upon factors not wholly within our control. Failure to meet these obligations could adversely affect our profitability and future prospects. Early termination of client contracts or contract penalties could adversely affect our results of operations.***

We design, develop, and manufacture technologically advanced and innovative products and services, which are applied by our customers in a variety of environments. Problems and delays in development or delivery as a result of issues with respect to design, technology, licensing and intellectual property rights, labor, inability to achieve learning curve assumptions, manufacturing materials or components could prevent us from meeting requirements. Either we or the customer may generally terminate a contract as a result of a material uncured breach by the other. If we breach a contract or fail to perform in accordance with contractual service levels, delivery schedules, performance specifications, or other contractual requirements set forth therein, the other party thereto may terminate such contract for default, and we may be required to refund money previously paid to us by the customer or to pay penalties or other damages. Even if we have not breached, we may deal with various situations from time to time that may result in the amendment or termination of a contract. These steps can result in significant current period charges and/or reductions in current or future revenue, and/or delays in collection of outstanding receivables and costs incurred on the contract. Other factors that may affect revenue and profitability include inaccurate cost estimates, design issues, unforeseen costs and expenses not covered by insurance or indemnification from the customer, diversion of management focus in responding to unforeseen problems, and loss of follow-on work.



***If our subcontractors or suppliers fail to perform their contractual obligations, our performance and reputation as a contractor and our ability to obtain future business could suffer.***

As a prime contractor, we often rely upon other companies as subcontractors to perform work we are obligated to perform for our customers. As we secure more work under certain of our contracts, we expect to require an increasing level of support from subcontractors that provide complementary and supplementary services to our offerings. We are responsible for the work performed by our subcontractors, even though in some cases we have limited involvement in that work. If one or more of our subcontractors fails to satisfactorily perform the agreed-upon services on a timely basis or violates U.S. Government contracting policies, laws or regulations, our ability to perform our obligations as a prime contractor or meet our customers' expectations may be compromised. In extreme cases, performance or other deficiencies on the part of our subcontractors could result in a customer terminating our contract for default. A termination for default could expose us to liability, including liability for the agency's costs of re-procurement, could damage our reputation and could hurt our ability to compete for future contracts.

We are also required to procure certain materials and parts from supply sources approved by the U.S. Government. The inability of a supplier to meet our needs or U.S. Government requirements or the appearance of counterfeit parts in our products could have a material adverse effect on our financial position, results of operations or cash flows.

***Our earnings and profitability depend, in part, on subcontractor and supplier performance and product availability.***

We rely on other companies to provide major components for our products. For instance, we build the airframe, electronics and flight control systems for our unmanned aerial systems. We primarily rely on our suppliers to provide the engines and parachutes for landing the unmanned aerial systems. Disruptions or performance problems caused by our subcontractors and suppliers, or a misalignment between our contractual obligations to our customers and our agreements with our subcontractors and suppliers, could have an adverse effect on our ability to meet our commitments to customers.

Our ability to perform our obligations on time could be adversely affected if one or more of our subcontractors or suppliers were unable to provide the agreed-upon products or materials or perform the agreed-upon services in a timely, compliant and cost-effective manner or otherwise to meet the requirements of the contract. Changes in economic conditions, including changes in defense budgets or credit availability, or other changes impacting a subcontractor or supplier (including changes in ownership or operations) could adversely affect the financial stability of our subcontractors and suppliers and/or their ability to perform. The inability of our suppliers to perform, or their inability to perform adequately, could also result in the need for us to transition to alternate suppliers, which could result in significant incremental cost and delay or the need for us to provide other resources to support our existing suppliers.

In connection with our U.S. Government contracts, we are required to procure certain materials, components and parts from supply sources approved by the customer. We are also facing increased and changing regulatory requirements, many of which apply to our subcontractors and suppliers. In some cases, there may be only one supplier for certain components. If a sole source supplier cannot meet our needs or is otherwise unavailable, we may be unable to find a suitable alternative.

Our procurement practices are intended to reduce the likelihood of our procurement of counterfeit, unauthorized or otherwise non-compliant parts or materials. We rely on our subcontractors and suppliers to comply with applicable laws and regulations, including regarding the parts or materials we procure from them; in some circumstances, we rely on certifications provided by our subcontractors and suppliers regarding their compliance. We also rely on our subcontractors and suppliers to effectively mitigate the risk of cyber and security threats or other disruptions with respect to the products and components they deliver to us and the information entrusted to them by us or our customers.

In addition, certain raw materials and components used in the manufacture of our products and in our development programs are periodically subject to supply shortages, and our business is subject to the risk of price increases and periodic delays in delivery. Particularly, the market for electronic components is experiencing increased demand and a global shortage of semiconductors, creating substantial uncertainty regarding our suppliers' continued production of key components for our products, and the supply for certain raw materials such as aluminum and resins, and the availability of certain parts and extrusions, and the availability for milling activities has, in each case, continued to experience shortages and delays which is impacting our C5ISR business. If we are unable to procure, or experience significant delays in subcontractor or supplier deliveries of, needed materials, components, intellectual property or parts; if our subcontractors or suppliers do not comply with all applicable laws and regulations; if the certifications we receive from them are inaccurate; or if what we receive is counterfeit or otherwise improper, it could have a material adverse effect on our financial position, results of operations and/or cash flows.

***We face intense competition from many competitors that have greater resources than we do, which could result in price reductions, reduced profitability or loss of market share.***

We operate in highly competitive markets and generally encounter intense competition to win contracts from many other firms, including mid-tier federal contractors with specialized capabilities, large defense contractors and IT service providers. Competition in our markets may increase as a result of a number of factors, such as the entrance of new or larger competitors, including those formed through alliances or consolidation, or the reduction in the overall number of government contracts. We may also face competition from prime contractors for whom we currently serve as subcontractors or teammates if those prime contractors choose to offer customer services of the type that we are currently providing. In addition, we may face competition from our subcontractors who, from time-to-time, seek to obtain prime contractor status on contracts for which they currently serve as a subcontractor to us.

Many of our competitors have greater financial, technical, marketing and public relations resources, larger customer bases and greater brand or name recognition than we do. Such competitors may be able to utilize their substantially greater resources and economies of scale to, among other things:

- divert sales from us by winning very large scale government contracts, a risk that is enhanced by the recent trend in government procurement practices to bundle services into larger contracts and the recent trend of making award determinations on a LPTA basis;
- divert sales from us by the award of government contracts to our competitors who may be willing to bid at substantially lower prices;
- force us to charge lower prices; or
- adversely affect our relationships with current customers, including our ability to continue to win competitively awarded engagements in which we are the incumbent.

In the event that the market for products in our US segment expands, we expect that competition will intensify as additional competitors enter the market and current competitors expand their product lines. In order to secure contracts successfully when competing with larger, well-financed companies, we may be forced to agree to contractual terms that provide for lower aggregate payments to us over the life of the contract, which could adversely affect our margins. In addition, larger diversified competitors serving as prime contractors may be able to supply underlying products and services from affiliated entities, which would prevent us from competing for subcontracting opportunities on these contracts. If we lose business to our competitors or are forced to lower our prices, our revenue and operating profits could decline.

***Our business is dependent upon our ability to keep pace with the latest technological changes.***

The market for our services is characterized by rapid change and technological improvements. Failure to respond in a timely and cost-effective way to these technological developments would result in serious harm to our business and operating results. We have derived, and we expect to continue to derive, a substantial portion of our revenues from providing innovative engineering services and technical solutions that are based upon today's leading technologies and that are capable of adapting to future technologies. As a result, our success will depend, in part, on our ability to develop and market service offerings that respond in a timely manner to the technological advances of our customers, evolving industry standards and changing customer preferences.

We believe that, in order to remain competitive in the future, we will need to continue to invest significant financial resources to develop new offerings and technologies or to adapt or modify our existing offerings and technologies, including through IR&D, acquisitions and joint ventures or other teaming arrangements. These expenditures could divert our attention and resources from other projects, and we cannot be sure that these expenditures will ultimately lead to the timely development of new offerings and technologies or identification of and expansion into new markets. Due to the design complexity of our products, we may, in the future, experience delays in completing the development and introduction of new products. Any delays could result in increased costs of development or deflect resources from other projects. In addition, there can be no assurance that the market for our products will develop or continue to expand or that we will be successful in newly identified markets as we currently anticipate. The failure of our technology to gain market acceptance could significantly reduce our revenues and harm our business. Furthermore, we cannot be sure that our competitors will not develop competing technologies that gain market acceptance in advance of our products.

Additionally, the possibility exists that our competitors might develop new technology or offerings that might cause our existing technology and offerings to become obsolete. If we fail in our new product development efforts or if our products or services fail to achieve market acceptance more rapidly as compared to our competitors, our ability to procure new contracts could be negatively impacted, which could negatively impact our results of operations and financial condition.

***If the UAS and UGS markets do not experience significant growth, if we cannot expand our customer base or if our products do not achieve broad acceptance, or if the products we have developed or will develop do not become programs of record, then we may not be able to achieve our anticipated level of growth.***

For the fiscal year ended December 31, 2023, our US segment accounted for 20.5% of our total revenue. We cannot accurately predict the future growth rate or size of this market. Demand for our products may not increase, or may decrease, either generally or in specific markets, for particular types of products or during particular time periods. There are only a limited number of programs under which the U.S. military, our primary customer, is currently funding the development or purchase of our UAS and UGS products. Although we are seeking to expand our US customer base to include foreign governments, domestic non-military agencies and commercial customers, we cannot assure that our efforts will be successful. The expansion of the UAS and UGS markets in general, and the market for our products in particular, depends on a number of factors, including the following:

- customer satisfaction with these types of systems as solutions;
- the cost, performance and reliability of our products and products offered by our competitors;
- customer perceptions regarding the effectiveness and value of these types of systems;
- limitations on our ability to market our US products and services outside the U.S. due to U.S. Government regulations or other restrictions; and
- marketing efforts and publicity regarding these types of systems.

Even if UAS and UGS gain wide market acceptance in general, our specific products may not adequately address market requirements or may not gain market acceptance. If these types of systems generally, or our products specifically, do not gain wide market acceptance, or if the products we have developed or will develop do not become programs of record, then we may not be able to achieve our anticipated level of growth and our revenue and results of operations may suffer.

***Loss of our GSA contracts or GWACs could impair our ability to attract new business.***

We are a prime contractor under several GSA contracts and governmentwide acquisition contracts (GWACs). We believe that our ability to provide services under these contracts will continue to be important to our business because of the multiple opportunities for new engagements each contract provides. If we were to lose our position as prime contractor on one or more of these contracts, we could lose substantial revenues and our operating results could suffer. GSA contracts and other GWACs typically have a one or two-year initial term with multiple options exercisable at the government customer's discretion to extend the contract for one or more years. We cannot be assured that our government customers will continue to exercise the options remaining on our current contracts, nor can we be assured that our future customers will exercise options on any contracts we may receive in the future.

***Government contracts differ materially from standard commercial contracts, involve competitive bidding and may be subject to cancellation or delay without penalty.***

Government contracts frequently include provisions that are not standard in private commercial transactions and are subject to laws and regulations that give the U.S. Government rights and remedies not typically found in commercial contracts, including provisions permitting the U.S. Government to:

- terminate our existing contracts;
- reduce potential future income from our existing contracts;
- modify some of the terms and conditions in our existing contracts;
- suspend or permanently prohibit us from doing business with the U.S. Government or with any specific government agency;
- impose fines and penalties;
- subject us to criminal prosecution;
- suspend work under existing multiple year contracts and related task orders if the necessary funds are not appropriated by Congress;
- decline to exercise an option to extend an existing multiple year contract; and
- claim rights in technologies and systems invented, developed or produced by us.

In addition, government contracts are frequently awarded only after formal competitive bidding processes, which have been and may continue to be protracted and typically impose provisions that permit cancellation in the event that necessary funds are unavailable to the government agency. Competitive procurements impose substantial costs and managerial time and effort in order to prepare bids and proposals for contracts that may not be awarded to us. In many cases, unsuccessful bidders for government contracts are provided the opportunity to formally protest certain contract awards through various agencies,

administrative and judicial channels. We have experienced an increase in competitor bid protests on contracts on which we were the successful bidder due to the competitive environment resulting from decreased government spending. In addition, we have formally protested procurement awards in which we were not the initial successful bidder, but believed that the source selection process was flawed. The protest process may substantially delay a successful bidder's contract performance, result in cancellation of the contract award entirely and distract management. We may not be awarded contracts for which we bid, and substantial delays or cancellation of purchases may follow our successful bids as a result of such protests. We believe that this environment of protracted competitive bidding processes and competitor bid protests will continue.

Certain of our government contracts also contain "organizational conflict of interest" clauses that could limit our ability to compete for certain related follow-on contracts. For example, when we work on the design of a particular solution, we may be precluded from competing for the contract to install that solution. While we actively monitor our contracts to avoid these conflicts, we cannot guarantee that we will be able to avoid all organizational conflict of interest issues.

***We may not receive the full amounts estimated under the contracts in our backlog, which could reduce our revenue in future periods below the levels anticipated. This makes backlog an uncertain indicator of future operating results.***

Backlog is typically subject to large variations from quarter to quarter and comparisons of backlog from period to period are not necessarily indicative of future revenues. The contracts comprising our backlog may not result in actual revenue in any particular period or at all, and the actual revenue from such contracts may differ from our backlog estimates. The timing of receipt of revenues, if any, on projects included in backlog could change because many factors affect the scheduling of projects. Cancellation of or adjustments to contracts may occur. Additionally, all U.S. Government contracts included in backlog, whether or not funded, may be terminated at the convenience of the U.S. Government. The failure to realize all amounts in our backlog could adversely affect our revenues and gross margins. As a result, our funded, unfunded and total backlog as of any particular date may not be an accurate indicator of our future earnings.

***A preference for minority-owned, small and small disadvantaged businesses could impact our ability to be a prime contractor and limit our opportunity to work as a subcontractor on certain governmental procurements.***

As a result of the Small Business Administration ("SBA") set-aside program, the federal government may decide to restrict certain procurements only to bidders that qualify as minority-owned, small, or small disadvantaged businesses. We do not qualify as a minority-owned, small or small disadvantaged business. As a result, we would not be eligible to perform as a prime contractor on those programs and in general would be restricted to no more than 49% of the work as a subcontractor on those programs. An increase in the amount of procurements under the SBA set-aside program, or other similar governmental programs, may impact our ability to bid on new procurements as a prime contractor, limit our opportunity to work as a subcontractor or restrict our ability to compete on incumbent work that is placed in the set-aside program.

***U.S. Government in-sourcing could result in loss of business opportunities and personnel.***

The U.S. Government has continued to reduce the percentage of contracted services in favor of more federal employees through an initiative called "in-sourcing." Over time, in-sourcing could have an adverse effect on our business, financial condition and results of operations. Specifically, as a result of in-sourcing, government procurements for services could be fewer and smaller in the future. In addition, work we currently perform could be in-sourced by the federal government and, as a result, our revenues could be reduced. Moreover, our employees could also be hired by the government. This loss of our employees would necessitate the need to retain and train new employees. Accordingly, the effect of in-sourcing or the continuation of in-sourcing at a faster-than-expected rate could have an adverse effect on our business, financial condition, and results of operations.

***Our business could be negatively impacted by cyber and other security threats or disruptions.***

As a defense contractor, we face various cyber and other security threats, including attempts to gain unauthorized access to sensitive information and networks; insider threats; threats to the safety of our directors, officers and employees; threats to the security and viability of our facilities, infrastructure and supply chain; and threats from terrorist acts or other acts of aggression. Our customers and partners (including our supply chain and joint ventures) face similar threats and growing requirements. Although we utilize various procedures and controls to monitor and mitigate the risk of these threats, there can be no assurance that these procedures and controls will be sufficient. The occurrence of some of these risks may be increased to the extent remote working by our employees, suppliers, contractors and other third parties which accelerated during the COVID-19 pandemic continues. Such an incident could lead to losses or unauthorized disclosure of sensitive information or capabilities; theft or exposure of data; harm to personnel, infrastructure or products; regulatory actions; and/or financial

liabilities, as well as potential damage to our reputation as a government contractor and provider of cyber-related or cyber-protected goods and services.

Cyber threats are continuously evolving and include, but are not limited to: malicious software, destructive malware, attempts to gain unauthorized access to data, disruption or denial of service attacks, and other electronic security breaches that could lead to disruptions in mission critical systems; unauthorized release of confidential, personal or otherwise protected information (our Company's information or that of our employees, customers, partners, or other third parties); corruption of data, networks or systems; harm to individuals; and loss of assets. In addition, we could be impacted by cyber threats or other disruptions or vulnerabilities found in products we use or in our partners' or customers' systems that are used in connection with or otherwise incorporated into our business. These events, if not prevented or effectively mitigated, could damage our reputation, require remedial actions and lead to loss of business, regulatory actions, potential liability and other losses.

We provide systems, products and services to various customers (both government and commercial) who also face cyber threats. Our systems, products and services may themselves be subject to cyber threats and/or they may not be able to detect or properly deter threats, or effectively to mitigate resulting losses. These losses could adversely affect our customers and our Company.

The impact of these various factors is difficult to predict, but one or more of them could result in the loss of information or capabilities, harm to individuals or property, damage to our reputation, loss of business, contractual or regulatory actions and potential liabilities, any one of which could have a material adverse effect on our financial position, results of operations and/or cash flows.

***If we experience systems or service failure, our reputation could be harmed and our customers could assert claims against us for damages or refunds.***

We create, implement and maintain IT solutions that are often critical to our customers' operations. We have experienced, and may in the future experience, some systems and service failures, schedule or delivery delays and other problems in connection with our work. If we experience these problems, we may:

- lose revenue due to adverse customer reaction;
- be required to provide additional services to a customer at no charge;
- cause customers to postpone, cancel or fail to renew contracts;
- receive negative publicity, which could damage our reputation and adversely affect our ability to attract or retain customers; and
- suffer claims for substantial damages.

We cannot ensure that provisions in our customer contracts will be legally sufficient to protect us if we are sued.

In addition, our errors and omissions and product liability insurance coverage may not be adequate, may not continue to be available on reasonable terms or in sufficient amounts to cover one or more large claims, or the insurer may disclaim coverage as to some types of future claims. The successful assertion of any large claim against us could seriously harm our business. Even if not successful, these claims may result in significant legal and other costs, be a distraction to our management and harm our reputation.

***Our products are complex and could have unknown defects or errors, which may increase our costs, harm our reputation with customers, give rise to costly litigation, or divert our resources from other purposes.***

Our products, including but not limited to unmanned vehicles, aerial targets, UAS and ballistic missile targets, are extremely complex and must operate successfully with complex products from other vendors. Despite testing, our products have contained defects and errors and may in the future contain defects or errors, or experience performance problems when first introduced, when new versions or enhancements are released, or even after these products have been used by our customers for a period of time. These problems could result in expensive and time-consuming design modifications or warranty charges, delays in the introduction of new products or enhancements, significant increases in our service and maintenance costs, diversion of our personnel's attention from our product development efforts, exposure to liability for damages, damaged customer relationships, and harm to our reputation, any of which could materially harm our results of operations. In addition, increased development and warranty costs could be substantial and could reduce our operating margins.

The existence of any defects, errors, or failures in our products or the misuse of our products could also lead to lawsuits against us, result in injury, death, or property damage, and significantly damage our reputation and support for our products in general.

Although we maintain insurance policies, we cannot provide assurance that this insurance will be adequate to protect us from all material judgments and expenses related to potential future claims or that these levels of insurance will be available in the future at economical prices or at all. A successful liability claim could result in substantial cost to us. Even if we are fully insured as it relates to a claim, the claim could nevertheless diminish our brand and divert management's attention and resources, which could have a negative impact on our business, financial condition, and results of operations.

***Due to the volatile and flammable nature of certain components of our products and equipment, fires or explosions may disrupt our business or cause significant injuries, which could adversely affect our financial results.***

The development and manufacture of certain of our products involves the handling of a variety of explosive and flammable materials as well as high power equipment. From time to time, these activities may result in incidents that could cause us to temporarily shut down or otherwise disrupt some manufacturing processes, causing production delays and resulting in liability for workplace injuries and/or fatalities. We have safety and loss prevention programs that require detailed reviews of process changes and new operations, along with routine safety audits of operations involving explosive materials, to mitigate such incidents, as well as a variety of insurance policies. However, we cannot ensure that we will not experience such incidents in the future or that any such incidents will not result in production delays or otherwise have a material adverse effect on our business or financial condition. In addition, our microwave electronics business, which is based in Israel, may suffer disruption or damage from acts of terrorism, or other conflicts in that geographic region.

***Our financial results may vary significantly from quarter to quarter.***

We expect our revenue and operating results to vary from quarter to quarter. Reductions in revenue in a particular quarter could lead to lower profitability in that quarter because a relatively large amount of our expenses are fixed in the short-term. We may incur significant operating expenses during the start-up and early stages of large contracts and may not be able to recognize corresponding revenue in that same quarter. We may also incur additional expenses when contracts are terminated or expire or are not renewed.

In addition, payments due to us from our customers may be delayed due to billing cycles or as a result of failures of government budgets to gain congressional and administration approval in a timely manner. The U.S. Government's fiscal year ends September 30. If a federal budget for the next federal fiscal year has not been approved by that date in each year, our customers may have to suspend engagements that we are working on until a budget has been approved. Any such suspensions may reduce our revenue in the fourth quarter of the federal fiscal year or the first quarter of the subsequent federal fiscal year. The U.S. Government's fiscal year end can also trigger increased purchase requests from customers for equipment and materials. Any increased purchase requests we receive as a result of the U.S. Government's fiscal year end would serve to increase our third or fourth quarter revenue, but will generally decrease profit margins for that quarter, as these activities generally are not as profitable as our typical offerings.

Additional factors that may cause our financial results to fluctuate from quarter to quarter include those addressed elsewhere in this Item 1A "Risk Factors" and the following factors, among others:

- the terms of customer contracts that affect the timing of revenue recognition;
- variability in demand for our services and solutions;
- commencement, completion or termination of contracts during any particular quarter;
- timing of shipments and product deliveries;
- timing of award or performance incentive fee notices;
- timing of significant bid and proposal costs;
- the costs of remediating unknown defects, errors or performance problems of our product offerings;
- variable purchasing patterns under GSA contracts, GWACs, blanket purchase agreements and other IDIQ contracts;
- restrictions on and delays related to the export of defense articles and services;
- costs related to government inquiries;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs and joint ventures;
- strategic investments or changes in business strategy;
- the ability of certain of our commercial based customers to raise adequate capital to fund early stage commercial initiatives;

- changes in the extent to which we use subcontractors;
- seasonal fluctuations in our staff utilization rates;
- changes in our effective tax rate, including changes in our judgment as to the necessity of the valuation allowance recorded against our deferred tax assets; and
- the length of sales cycles.

Significant fluctuations in our operating results for a particular quarter could cause us to fall out of compliance with the financial covenants related to our debt which, if not waived, could restrict our access to capital and cause us to take extreme measures to pay down the debt, if any, under our five-year \$200 million Revolving Credit Facility and five-year \$200 million Term Loan A entered into on February 18, 2022 (collectively, the “2022 Credit Facility”). In addition, fluctuations in our financial results could cause our stock price to decline. See the risks and uncertainties related to our ability to raise additional capital below in *“We may need additional capital to fund the growth of our business, and financing may not be available on favorable terms or at all.”*

***Our margins and operating results may suffer if we experience unfavorable changes in the proportion of cost-plus-fee or fixed-price contracts in our total contract mix.***

Although fixed-price contracts entail a greater risk of a reduced profit or financial loss on a contract compared to other types of contracts we enter into, fixed-price contracts typically provide higher profit opportunities because we may be able to benefit from cost savings and operating efficiencies. In contrast, cost-plus-fee contracts are subject to statutory limits on profit margins and generally are the least profitable of our contract types. Our U.S. Government customers typically determine what type of contract we enter into. Cost-plus-fee and fixed-price contracts in our federal business accounted for approximately 35% and 62%, respectively, of our federal business revenues for the year ended December 31, 2023. To the extent that we enter into more cost-plus-fee or less fixed-price contracts in proportion to our total contract mix in the future, our margins and operating results may suffer. Our operating results may also suffer to the extent we have a contract mix that is focused on developmental projects, which are typically at lower profit margins as compared to margins on production projects.

***Cost overruns on our contracts could subject us to losses, decrease our operating margins and adversely affect our future business.***

Fixed-price contracts (including both government and commercial contracts) represented approximately 70% of our revenue for the fiscal year ended December 31, 2023. If we fail to anticipate technical problems, estimate costs accurately or control costs during our performance of fixed-price contracts, then we may incur losses on these contracts because we absorb any costs in excess of the fixed price. In addition, under fixed-price contracts, we are required to absorb any unanticipated costs resulting from inflation, including increases in costs of materials and labor. Under cost-plus-fee contracts, if costs exceed the contract ceiling or are not allowable under the provisions of the contract or applicable regulations, then we may not be able to obtain reimbursement for all such costs. Under time and materials contracts, we are paid for labor at negotiated hourly billing rates and for certain expenses. Because many of our contracts involve advanced designs and innovative technologies, we may experience unforeseen technological difficulties and cost overruns. Under each type of contract, if we are unable to control the costs we incur in performing under the contract, then our financial condition and results of operations could be materially adversely affected. Cost overruns also may adversely affect our ability to sustain existing programs and obtain future contract awards.

***Our cash flow and profitability could be reduced if expenditures are incurred prior to the final receipt of a contract.***

We provide various professional services, specialized products, and sometimes procure equipment and materials on behalf of our customers under various contractual arrangements. From time to time, in order to ensure that we satisfy our customers’ delivery requirements and schedules, we may elect to initiate procurement and production in advance of receiving a contract award, or final authorization from the government customer or a prime contractor. In addition, from time to time, we may build production units such as unmanned aerial vehicles in advance of receiving an anticipated contract award. These actions that we may take to procure materials and/or commence production in advance of contract award require use of our working capital resources which impact our near-term operating cash flows. If our government or prime contractor customer’s requirements should change or if the government or the prime contractor should direct the anticipated procurement to another contractor, or if the anticipated contract award does not materialize, or if the equipment or materials become obsolete or require modification before we are under contract for the procurement, our investment in the equipment or materials might be at risk if we cannot efficiently resell them. This could reduce anticipated earnings or result in a loss, negatively affecting our cash flow and profitability.

***If we fail to respond to commercial industry cycles in terms of our cost structure, manufacturing capacity, and/or personnel needs, our business could be seriously harmed.***

The timing, length, and severity of the up-and-down cycles in the commercial and defense industries are difficult to predict. This cyclical nature of the industries in which we operate affects our ability to accurately predict future revenue, and in some cases, future expense levels. During down cycles in our industry, the financial results of our customers may be negatively impacted, which could result not only in a decrease in orders but also a weakening of their financial condition that could impair our ability to recognize revenue or to collect on outstanding receivables. When cyclical fluctuations result in lower than expected revenue levels, operating results may be adversely affected and cost reduction measures may be necessary in order for us to remain competitive and financially sound. We must be in a position to adjust our cost and expense structure to reflect prevailing market conditions and to continue to motivate and retain our key employees. If we fail to respond to fluctuating market conditions our business could be seriously harmed. In addition, during periods of rapid growth, we must be able to increase engineering and manufacturing capacity and personnel to meet customer demand. We can provide no assurance that these objectives can be met in a timely manner in response to industry cycles. Each of these factors could adversely impact our operating results and financial condition.

***We face significant risks in the management of our inventory, and failure to effectively manage our inventory levels may result in product recalls or supply imbalances that could harm our business.***

We maintain a variety of parts and components in inventory to allow us to customize our products for specific customer requirements, which parts are subject to obsolescence and expiration. Due to the long-lead time for obtaining certain product components and the manufacturing cycles, we need to make forecasts of demand and commit significant resources towards manufacturing our products. As such, we are subject to significant risks in managing the inventory needs of our business during the year, including estimating the appropriate demand for our products. In addition, as a result of recent disruptions in supply chain for certain materials and parts, we have been making advanced inventory purchases in an attempt to mitigate the impact of these disruptions, which has resulted in an increase in inventory levels and has required use of our working capital. Should orders and market conditions differ significantly from our estimates, our future results of operations could be materially adversely affected. In the future, we may be required to record write-downs of finished products and materials on-hand and/or additional charges for excess purchase commitments as a result of future changes in our sales forecasts or customer orders, which could have a negative impact on our business, financial condition, and results of operations.

***We have incurred and may continue to incur goodwill impairment charges in our reporting entities, which could harm our profitability.***

As of December 31, 2023, goodwill represented approximately 35% of our total assets. We test for impairment annually. If impairment testing indicates that the carrying value of a reporting unit exceeds its fair value, the goodwill of the reporting unit is deemed impaired. Accordingly, an impairment charge would be recognized for that reporting unit in the period identified.

We test goodwill for impairment by performing a qualitative assessment or using a two-step impairment process. If we choose to perform a qualitative assessment and determine it is more likely than not that an impairment may exist, the two-step impairment process is then performed. For operations where the two-step process is used, the identification and measurement of impairment involves the estimation of the fair value of reporting units. If the fair value is determined to be less than the carrying value, a second step is performed to determine the amount of the impairment. Accounting for impairment contains uncertainty because management must make judgments in determining appropriate assumptions to be used in the measurement of fair value. The estimates of fair value of reporting units are based on the best information available as of the date of the assessment, incorporate management assumptions about expected future cash flows and contemplate other valuation techniques. Future cash flows can be affected by changes in industry or market conditions, among other things.

Given the current market conditions and continued economic uncertainty in the U.S. defense industry, including sequestration and issues surrounding the national debt ceiling and COVID-19 related and inflationary impacts to certain of our businesses, our future revenues, profits and cash flows could be substantially lower than our current projections. Market conditions, including increased price competitiveness specifically in the government services space, and procurements awarded on an LPTA rather than a best value basis, can significantly impact our projections. In addition, our ability to penetrate new international markets could also impact our current projections. Additional market factors could impact our projections and our ability to successfully develop new products and platforms. For example, our US reporting unit forecasts include the successful completion of certain performance criteria on new unmanned systems platforms, and acceptance of new unmanned systems platforms on a technical basis as well as from a political and government budgetary standpoint, including the assumption that products we have developed or will develop will become programs of record. In addition, market-based inputs to the



calculations in the impairment test, such as weighted average cost of capital, and market multiples, could also be negatively impacted. Such circumstances may result in the future deterioration of the fair value of our reporting units and an impairment of our goodwill. Due to continual changes in market and general business conditions, we cannot predict whether, and to what extent, our goodwill and long-lived intangible assets may be impaired in future periods. Any resulting impairment loss could harm our profitability and financial condition.

***Failure to properly manage projects may result in additional costs or claims.***

Our engagements often involve large scale, highly complex projects. The quality of our performance on such projects depends in large part upon our ability to manage the relationship with our customers and to effectively manage the project and deploy appropriate resources, including third-party contractors and our own personnel, in a timely manner. Any defects or errors or failure to meet customers' expectations could result in claims for substantial damages against us. Our contracts generally limit our liability for damages that arise from negligent acts, errors, mistakes or omissions in rendering services to our customers. However, we cannot be sure that these contractual provisions will protect us from liability for damages in the event we are sued. In addition, in certain instances, we guarantee customers that we will complete a project by a scheduled date. If the project experiences a performance problem, we may not be able to recover the additional costs we will incur, which could exceed revenues realized from a project. Finally, if we underestimate the resources or time we need to complete a project with capped or fixed fees, our operating results could be adversely affected.

***We use estimates when accounting for contracts, and any changes in such estimates could have an adverse effect on our profitability and our overall financial performance.***

When agreeing to contractual terms, our management makes assumptions and projections about future conditions and events, many of which extend over long periods. These projections assess the productivity and availability of labor, complexity of the work to be performed, cost and availability of materials, impact of delayed performance and timing of product deliveries. Contract accounting requires judgment relative to assessing risks, estimating contract revenues and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of our contracts, the estimation of total revenues and costs at completion is complicated and subject to many variables. For example, assumptions are made regarding the length of time to complete a contract since costs also include expected increases in wages, prices for materials and allocated fixed costs. Similarly, assumptions are made regarding the future impact of our efficiency initiatives and cost reduction efforts. Incentives, awards or penalties related to performance on contracts are considered in estimating revenue and profit rates and are recorded when there is sufficient information to assess anticipated performance. Suppliers' assertions are also assessed and considered in estimating costs and profit rates.

Because of the significance of the judgment and estimation processes described above, it is possible that materially different amounts could be obtained if different assumptions were used or if the underlying circumstances were to change. Changes in underlying assumptions, circumstances or estimates may have a material adverse effect upon the profitability of one or more of the affected contracts, future period financial reporting and performance.

***Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited. We may be required to record valuation allowances on our net operating loss carryforwards in future periods which could adversely impact our profitability and financial condition.***

Federal and state income tax laws impose restrictions on the utilization of net operating loss ("NOL") and tax credit carryforwards in the event that an "ownership change" occurs for tax purposes, as defined by Section 382 of the Internal Revenue Code of 1986, as amended. We believe we underwent an ownership change in March 2010 that limited the Company's federal annual utilization of NOL carryforwards. If the entire limitation amount is not utilized in a year, the excess can be carried forward and utilized in future years. For the year ended December 31, 2023, there was no impact of such limitations on the income tax provision since the amount of taxable income did not exceed the cumulative annual limitation amount. In addition, future equity offerings or acquisitions that have equity as a component of the purchase price could also cause an "ownership change." If and when any other "ownership change" occurs, utilization of the NOL or other tax attributes may be further limited.

Given the current market conditions and continued economic uncertainty in the U.S. defense industry, including sequestration and issues surrounding the national debt ceiling and COVID-19 related impacts to certain of our businesses, including disruptions in supply chain and inflationary impacts, our future revenues, profits, cash flows, and taxable income could be substantially lower than our then-current projections. Market conditions, including increased price competitiveness specifically in the government services space, and procurements awarded on an LPTA rather than a best value basis, can significantly impact our projections. In addition, our ability to penetrate new international markets could also impact our current

projections. Additional market factors could impact our projections and our ability to successfully develop new products and platforms. For example, our US reporting unit forecasts include the successful completion of certain performance criteria on new unmanned systems platforms, and acceptance of new unmanned systems platforms on a technical basis as well as from a political and government budgetary standpoint. In addition, reforms or changes to current tax regulations could impact the future utilization of our NOLs. Such circumstances may result in the expiration of our NOLs before we are able to utilize them, which could result in a requirement to record valuation allowances. Due to continual changes in market and general business conditions, we cannot predict whether, and to what extent, a valuation allowance may be required in future periods.

***We expect to incur substantial research and development costs and devote significant resources to identifying and developing new products and services, which could significantly reduce our profitability and may never result in revenue to us.***

Our future growth depends on penetrating new markets, adapting existing products to new applications, and introducing new products and services that achieve market acceptance. We plan to incur substantial research and development costs as part of our efforts to design, develop and commercialize new products and services and enhance existing products. We spent \$38.4 million, or 3.7% of our total revenue, in our fiscal year ended December 31, 2023 on internally funded research and development activities. We believe that there are significant investment opportunities in a number of business areas. Because we account for research and development as an operating expense, these expenditures will adversely affect our earnings. Further, our research and development programs may not produce successful results, and our new products and services may not achieve market acceptance, create additional revenue or become profitable, which could materially harm our business, prospects, financial results and liquidity.

## **Risks Related to Our Operations**

***Our operations expose us to risks associated with pandemics, epidemics or other public health emergencies, such as the outbreak of COVID-19.***

A pandemic, including COVID-19 or other epidemic or public health emergency, poses the risk that we or our employees, suppliers and other partners may be prevented from conducting business activities for an indefinite period of time, including due to spread of the disease within these groups or due to shutdowns that may be requested or mandated by governmental authorities. For example, the COVID-19 pandemic and subsequent mitigation measures had an adverse impact on global economic conditions which had, and could continue to have an adverse effect on our business and financial condition. The extent to which the COVID-19 pandemic, or any other outbreak of an epidemic disease, impacts our results will depend on future developments that are highly uncertain and cannot be predicted, including new information that may emerge concerning the severity of the virus and the actions to contain its impact.

Pandemics, epidemics and other public health emergencies may have negative impacts on certain of our operations, including employee absenteeism, our supply chain, vendors, transportation networks and customers, which may reduce certain of our sales and our margins, including as a result of preventative and precautionary measures that we, our suppliers, other businesses and governments have taken or may take.

The extent to which COVID-19 or any future pandemic, epidemic or other health emergency may impact our business depends on future developments, which are highly uncertain and unpredictable.

***We may need additional capital to fund the growth of our business, and financing may not be available on favorable terms or at all.***

We currently anticipate that our available capital resources, amounts available under our Credit Agreement (as defined below in Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under the heading “2022 Credit Facility”) and operating cash flow will be sufficient to meet our expected working capital and capital expenditure requirements for at least the next 12 months. However, these resources may not be sufficient to fund the long-term growth of our business, especially in the event that we are awarded future multiple sizable production awards related to our tactical drone programs or in the event we are awarded future multiple sizable production awards related to our turbine technologies and rocket motor businesses, each of which will require significant amounts of working capital to fund such growth. If we determine that it is necessary to raise additional funds, either through an expansion or refinancing of our Credit Agreement or through public or private debt offerings or additional public or private equity financings, additional financing may not be available on terms favorable to us, or at all. Disruptions in the capital and credit markets could adversely affect our ability to access these markets. Limitations on our ability to borrow contained in our Credit Agreement may limit our access to capital, and we could fall out of compliance with financial and other covenants contained in our Credit Agreement which, if not waived,

would restrict our access to capital and could require us to pay down any then-existing debt under the Credit Agreement. Our lenders may not agree to extend additional or continuing credit under our Credit Agreement or waive restrictions on our access to capital. If adequate funds are not available or are not available on acceptable terms, we may not be able to take advantage of available opportunities, develop new products or otherwise respond to competitive pressures and our business, operating results or financial condition could be materially adversely affected.

***Our cash may be subject to a risk of loss and we may be exposed to fluctuations in the market values of our portfolio investments and in interest rates.***

Our assets include a significant amount of cash and investments. We adhere to an investment policy set by our board of directors which aims to preserve our financial assets, maintain adequate liquidity and maximize returns. We believe that our cash is held in institutions whose credit risk is minimal and that the value and liquidity of our deposits are accurately reflected in our Consolidated Financial Statements as of December 31, 2023. We currently invest the majority of our cash in institutional U.S. money market funds, institutional U.S. treasury money market funds, U.S. treasuries, and U.S. government agency securities, and in depository accounts with large global financial institutions for those cash balances that are held by our foreign subsidiaries, the performance of which are subject to additional market risks related to their respective issuers and those global financial institutions. Nearly all of our cash and bank deposits are not insured by the Federal Deposit Insurance Corporation. Therefore, our cash and any bank deposits that we now hold or may acquire in the future may be subject to risks, including the risk of loss or of reduced value or liquidity. In the future, should we determine that there is a decline in value of any of our portfolio securities which is not temporary in nature, this would result in a loss being recognized in our Consolidated Financial Statements.

***Past acquisitions and future acquisitions could prove difficult to integrate, disrupt our business, dilute stockholder value and strain our resources.***

We have in the past and may, in the future, acquire additional businesses that we believe could complement or expand our business or increase our customer base. Whether we realize the anticipated benefits from these acquisitions and related activities depends, in part, upon our ability to integrate the operations of the acquired business, the performance of the underlying product and service portfolio, and the performance of the management team and other personnel of the acquired operations. Integrating the operations of acquired businesses successfully or otherwise realizing any of the anticipated benefits of acquisitions, including anticipated cost savings and additional revenue opportunities, involves a number of potential challenges. The failure to meet these integration challenges could seriously harm our financial condition and results of operations. Realizing the benefits of acquisitions depends in part on the integration of operations and personnel. These integration activities are complex and time-consuming, and we may encounter unexpected difficulties or incur unexpected costs, including:

- our inability to achieve the operating synergies anticipated in the acquisitions;
- diversion of management attention from ongoing business concerns to integration matters;
- difficulties in consolidating and rationalizing IT platforms and administrative infrastructures;
- complexities associated with managing the geographic separation of the combined businesses and consolidating multiple physical locations where management may determine consolidation is desirable;
- difficulties in integrating personnel from different corporate cultures while maintaining focus on providing consistent, high quality customer service;
- difficulties or delays in transitioning U.S. Government contracts pursuant to federal acquisition regulations;
- challenges in demonstrating to customers of Kratos and to customers of acquired businesses that the acquisition will not result in adverse changes in customer service standards or business focus;
- possible cash flow interruption or loss of revenue as a result of change of ownership transitional matters; and
- inability to generate sufficient revenue to offset acquisition costs.

Acquired businesses may have liabilities or adverse operating issues that we fail to discover through due diligence prior to the acquisition, including cyber and other security vulnerabilities. In particular, to the extent that prior owners of any acquired businesses or properties failed to comply with or otherwise violated applicable laws or regulations, or failed to fulfill their contractual obligations to the U.S. Government or other customers, we, as the successor owner, may be financially responsible for these violations and failures and may suffer reputational harm or otherwise be adversely affected. Acquisitions also frequently result in the recording of goodwill and other intangible assets that are subject to potential impairment in the future that could harm our financial results. In addition, if we finance acquisitions by issuing debt or equity securities, our existing stockholders may be diluted, which could affect the market price of our stock. Acquisitions and/or the related equity financings could also impact our ability to utilize our NOL carryforwards. As a result, if we fail to properly evaluate acquisitions or investments, we may not achieve the anticipated benefits of any such acquisitions, and we may incur costs in

excess of what we anticipate. Acquisitions frequently involve benefits related to integration of operations. The failure to successfully integrate the operations or to otherwise realize any of the anticipated benefits of the acquisition could seriously harm our financial condition and results of operations. While we believe that we have established appropriate and adequate procedures and processes to mitigate these risks, there is no assurance that these transactions will be successful.

We also evaluate from time to time the potential disposition of assets or business that may no longer meet our growth, return and/or strategic objectives. Divestitures have inherent risks, including the possibility that any anticipated sale will be delayed or will not occur, the potential failure to realize the perceived strategic or financial merits of the divestment, difficulties in the separation of operations, services, information technology, products and personnel, unexpected costs associated with such separation, diversion of management's attention from other business concerns and potential post-closing claims for alleged breaches of related agreements, indemnification or other disputes. A failure to successfully complete a disposition or to otherwise realize any of the anticipated benefits of a disposition could seriously harm our financial condition and results of operations.

***If we are unable to manage our growth, our business and financial results could suffer.***

Sustaining our growth has placed significant demands on our management, as well as on our administrative, operational and financial resources. For us to continue to manage our growth, we must continue to improve our operational, financial and management information systems and expand, motivate and manage our workforce. Additionally, our future financial results depend in part on our ability to profitably manage our growth on a combined basis with the businesses we have acquired and those we may acquire in the future. If we are unable to manage our growth while maintaining our quality of service and profit margins, or if new systems that we implement to assist in managing our growth do not produce the expected benefits, our business, prospects, financial condition or operating results could be adversely affected.

***We may need to invest in new information technology systems and infrastructure to scale our operations.***

We may need to adopt new information technology systems and infrastructure to scale our business and obtain the synergies from prior and future acquisitions. Our information technology and business systems and infrastructure could create product development or production work stoppages, unnecessarily increase our inventory, negatively impact product delivery times and quality, and increase our compliance costs. Failure to invest in newer information technology and business systems and infrastructure may lead to operational inefficiencies and increased compliance costs and risks. In addition, an inability to maximize the utility and benefit of our current information technology and business tools could impact our ability to meet cost reduction and planned efficiency and operational improvement goals.

***The loss of any member of our senior management could impair our relationships with U.S. Government customers and disrupt the management of our business.***

We believe that the success of our business and our ability to operate profitably depends on the continued contributions of the members of our senior management. We rely on our senior management to generate business and execute programs successfully. In addition, the relationships and reputation that many members of our senior management team have established and maintain with U.S. Government personnel contribute to our ability to maintain strong customer relationships and to identify new business opportunities. The loss of any member of our senior management could impair our ability to identify and secure new contracts, to maintain good customer relations and to otherwise manage our business.

***If we fail to attract and retain skilled employees or employees with the necessary National Security clearances, we might not be able to perform under our contracts or win new business.***

The growth of our business and revenue depends in large part upon our ability to attract and retain sufficient numbers of highly qualified individuals who have advanced technical and/or engineering skills. These employees are in great demand and are likely to remain a limited resource in the foreseeable future. In addition, certain U.S. Government contracts require us, and some of our employees, to maintain National Security clearances. Obtaining and maintaining National Security clearances for employees involves a lengthy process, and it is difficult to identify, recruit and retain employees who already hold National Security clearances. Further, some of our contracts contain provisions requiring us to staff an engagement with personnel that the customer considers key to our successful performance under the contract. In the event we are unable to provide these key personnel or acceptable substitutions, the customer may terminate the contract. As a result, if we are unable to recruit and retain a sufficient number of qualified employees, we may lose revenue and our ability to maintain and grow our business could be limited.

Moreover, in a tight labor market our direct labor costs could increase or we may be required to engage large numbers of subcontractor personnel, which could cause our profit margins to suffer. Conversely, if we maintain or increase our staffing levels in anticipation of one or more projects and the projects are delayed, reduced or terminated, we may underutilize the additional personnel, which would increase our general and administrative expenses, reduce our earnings and possibly harm our results of operations.

***We are subject to the requirements of the National Industrial Security Program Operating Manual for our facility security clearance, which is a prerequisite to our ability to perform on classified contracts for the U.S. Government.***

A facility security clearance is required for a company to perform on classified contracts for the DoD and certain other agencies of the U.S. Government. Security clearances are subject to regulations and requirements including the National Industrial Security Program Operating Manual (“NISPOM”), which specifies the requirements for the protection of classified information released or disclosed in connection with classified U.S. Government contracts.

We require certain facility and personnel security clearances to perform our classified U.S. Government related business. As such, we must comply with the requirements of the NISPOM and any other applicable U.S. Government industrial security regulations. If we were to violate the terms and requirements of the NISPOM or any other applicable U.S. Government industrial security regulations (which apply to us under the terms of classified contracts), any of our cleared facilities could lose its facility security clearance. We cannot be certain that we will be able to maintain our facility security clearances. If for some reason one or more of our facility security clearances is invalidated or terminated, we would not be able to continue to perform on classified contracts at that facility and would not be able to enter into new classified contracts, which could adversely affect our revenues. Failure to comply with the NISPOM or other security requirements may subject us to civil or criminal penalties, loss of access to classified information, loss of a U.S. Government contract, or potentially debarment as a government contractor.

***We will be subject to the DoD CMMC requirement issued by the Pentagon which may limit our ability to bid and win projects. The cost for the DoD CMMC requirement may be significant.***

The Pentagon, on January 31, 2020, released the official version of its unified Cybersecurity standard that all contractors must meet by 2026. This standard, the CMMC, will apply to any company that does business with the DoD. CMMC will also apply to subcontractors as well as prime contractors. CMMC borrows heavily from the existing NIST Cybersecurity Framework, and intends to rely heavily on a CMMC accrediting body up and running, companies will be able to apply for certification through a portal run by the accrediting body. The CMMC certification will be good for three years; with it, companies will be able to bid on contracts across the DoD and military services. In December 2020, the DoD disclosed the first seven contracts that are likely to be the initial test cases for the first “pathfinder” solicitations mandating CMMC. It is expected to take until 2026 to bring all contractors into compliance, since five years is the typical duration of a government contract. Contractors are required to flow the CMMC requirements down to all subcontracts except those for Commercial Off the Shelf (COTS) items. Additionally, a contractor may not award a subcontract unless the subcontractor has a current assessment in the Supplier Performance Risk System (SPRS). Because contractors only have access to their own information, contractors may need to rely on certifications from subcontractors for this requirement.

As initially envisioned under CMMC, there would be five levels of CMMC certification and contractors would no longer “self-attest” they meet a given standard. Instead, Pentagon approved third parties will assess each company, at the company’s expense. There will be no fines for non-compliance, however contractors will not be able to be awarded new contracts that require a particular level of certification without the required certification.

Under the CMMC 2.0 Model announced on July 17, 2021, there will be three levels of certification, Level 1 through Level 3, with contractors able to self-attest for Level 1. The new certification will not be required for existing contracts already signed, only on new contracts. CMMC 2.0 will allow for so-called plans of action and milestones, which will allow companies to document controls they are not fully implementing yet. The plans of action are required to state the means by which companies expect to reach full compliance, which are required to be completed within 180 days. Another change includes the requirement for senior company officials to self-certify and submit attestations of compliance. If there is a breach but a company certified its compliance with the security standards, a company could be open to False Claims Act lawsuits. The final change in the draft CMMC 2.0 requires cloud computing services used by the government contractor to be certified through the FedRAMP authorization process in accordance with DoD security requirements. Proposed final CMMC rules were issued by the DoD on December 26, 2023, with a public comment period that ends on February 26, 2024. It is expected that once CMMC rules are final, contractors will be required to be in compliance by 2026.

We may be unable to bid on new contract awards or on follow-on awards for existing work, depending on the level of standard as required for each solicitation, which could adversely impact our revenues, operating margins and cash flows. The

cost to comply with the new CMMC requirement has been significant and may increase. Further, we may be negatively impacted by our subcontractors if they are not compliant with these requirements.

***Cybersecurity breaches or disruptions of our information technology systems could negatively impact our operations.***

We utilize our information technology systems to process, transmit and store electronic information. Some of these systems are managed by outside vendors. We use these systems to manage and support critical business activities as well as collect and store sensitive data, including confidential business information and personal data. These systems may be susceptible to security breaches, damage, disruptions or shutdowns due to attacks by from hackers, criminals, malicious insiders, computer viruses, employee error or malfeasance, power outages, hardware failures, telecommunication failures, catastrophes or other unforeseen events. In addition, security breaches of our systems could result in the misappropriation or unauthorized disclosure of confidential information or personal data belonging to us or to our employees, partners, customers, suppliers, or other third parties. Any such events could disrupt our operations, delay production and shipments, result in defective products or services, damage customer relationships and our reputation and result in legal claims or proceedings that could have a material adverse effect on our business, financial condition and results of operations.

Cybersecurity incidents can be caused by human error from our workforce or that of our third-party service providers, by malicious third parties, acting alone or in groups, or by more sophisticated organizations, including nation-states and state-sponsored organizations. Such risks may be elevated in connection with geopolitical tensions, including the Russia-Ukraine war. Certain unauthorized parties may have in the past managed, and may in the future manage, to overcome our security measures and those of our third-party service providers to access and misuse systems and software by exploiting defects in design or manufacture, including bugs, vulnerabilities and other problems that unexpectedly compromise the security or operation of a product or system. Further, malicious third parties have in the past attempted, and may in the future attempt, to fraudulently induce our employees or users of our products, services or solutions to disclose sensitive, personal or confidential information via illegal electronic spamming, phishing or other tactics, and this risk is heightened in our current hybrid model working environment. Malicious actors may engage in fraudulent or abusive activities through our products, services and solutions, including unauthorized use of accounts through stolen credentials, use of stolen credit cards or other payment vehicles, failure to pay for services accessed, or other activities that violate our terms of service. While we actively combat such fraudulent activities, we have experienced, and may in the future experience, impacts to our revenue from such activities. Further, unauthorized parties may also gain physical access to our facilities and infiltrate our information systems or attempt to gain logical access to our products, services or information systems to access content and data. The loss of or unauthorized access to data, such as resulting from computer viruses, worms, ransomware or other malware may harm our systems, expose us to litigation or regulatory investigation and subject us to costly and time-intensive notification requirements.

***Our operations expose us to the risk of material environmental liabilities.***

We are subject to various U.S. federal, state, local and non-U.S. laws and regulations related to environmental protection, including the discharge, treatment, storage, disposal and remediation of hazardous substances and wastes. We could incur substantial costs, including cleanup costs, fines and civil or criminal sanctions, as well as third-party claims for property damage or personal injury, if we were to violate or become liable under environmental laws or regulations. In some cases, we may be subject to such costs due to environmental impacts attributable to our current or past manufacturing operations or the operations of companies we have acquired. In other cases, we may become subject to such costs due to an indemnification agreement between us and a third party relating to such environmental liabilities. In addition, new laws and regulations, more stringent enforcement of existing laws and regulations, the discovery of previously unknown contamination or the imposition of new remediation requirements could result in additional costs.

**Risks Related to Our International Operations**

***Revenues derived from our international business could be subject to global economic downturn and hardship.***

Our international business represents 19% of our total revenue for the year ended December 31, 2023, which may be impacted by changes in foreign national priorities and government budgets and may be further impacted by global economic conditions and fluctuations in foreign currency exchange rates. Continued international economic uncertainty and reductions in consumer spending may result in reductions in our revenue.

Additionally, disruptions in international credit markets may materially limit consumer credit availability and restrict credit availability of our customers. Any reduction in international sales of our solutions resulting from reductions in consumer spending or continued disruption in the availability of credit to retailers or consumers, could materially and adversely affect our business, results of operations and financial condition.

***Changes in foreign tax laws and regulations could expose us to additional tax liabilities and could adversely affect our financial results.***

Several countries around the world have enacted or proposed changes to their existing tax laws based on the Organization for Economic Co-operation and Development's Base Erosion and Profit Shifting 2.0 project. As each country in which we operate evaluates their alignment with the recommendations and will enact their own tax rules, the ultimate impact of any such changes on our effective tax rate remains uncertain. However, any such changes to foreign tax laws could harm our results of operations and financial condition.

***Our international business exposes us to additional risks.***

Our operations outside of the U.S. are subject to risks that are inherent in conducting business under non-U.S. laws, regulations and customs, including those related to:

- foreign currency exchange rate fluctuations, potentially reducing the U.S. dollars we receive for sales denominated in foreign currency or reducing our profits when we pay for materials, subcontractors and payroll denominated in foreign currency;
- the possibility that unfriendly nations or groups could boycott our products or solutions;
- political conditions in the markets in which we operate;
- the escalation or continuation of armed conflict, hostilities or economic sanctions between countries or regions, including the current armed conflicts in Ukraine and in the Middle East;
- potential increased costs associated with overlapping tax structures;
- import-export control, including the imposition of tariffs, embargoes, export controls and other trade restrictions;
- the ability to obtain required U.S. Government agency issued export licenses to ship our product overseas;
- more limited protection for intellectual property rights in some countries;
- difficulties and costs associated with staffing and managing foreign operations;
- unexpected changes in regulatory requirements;
- the difficulties of compliance with a wide variety of foreign laws and regulations;
- longer accounts receivable cycles in certain foreign countries, whether due to cultural differences, exchange rate fluctuation or other factors;
- technology and data transfer restrictions;
- changes to our distribution networks;
- our employees; and
- war and terrorist events, including impacts to our international operations such as our microwave electronics business which has primary operations based in Israel.

These risks, individually or in the aggregate, could have an adverse effect on our results of operations and financial condition. For example, we are subject to compliance with the Foreign Corrupt Practices Act and other similar anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. While our employees and agents are required to comply with these laws, we cannot be sure that our internal policies and procedures will always protect us from violations of these laws, despite our commitment to legal compliance and corporate ethics. The occurrence or allegation of these types of risks may adversely affect our business, performance, prospects, value, financial condition, and results of operations. In addition, our international contracts may include industrial cooperation agreements requiring specific in-country purchases, investments, manufacturing agreements or other financial obligations, known as offset obligations, and provide for penalties if we fail to meet such requirements. In addition, due to the nature of our products, we must obtain licenses and authorizations from various U.S. Government agencies before selling our products outside of the U.S. Our ability to obtain these licenses and authorizations timely or at all is subject to risks and uncertainties, including changing U.S. Government policies or laws or delays in Congressional action due to geopolitical and other factors. The impact of these factors is difficult to predict, but one or more of them could adversely affect our financial position, results of operations, or cash flows.

Violations of the International Traffic in Arms Regulations ("ITAR") or other applicable trade compliance regulations could result in significant sanctions including fines, more onerous compliance requirements and debarments from export privileges or loss of authorizations needed to conduct aspects of our international business. A violation of ITAR or other applicable trade regulations could have a material adverse effect on our business, financial condition and results of operations.

## Risks Related to Our Long-Term Borrowings

*We have substantial long-term borrowings, which could adversely affect our cash flow, financial condition and business.*

As of December 31, 2023, we had approximately \$219.3 million of long-term borrowings outstanding, which is net of \$0.7 million of unamortized debt issuance costs. As a result of this indebtedness, our interest payment obligations are significant, and are subject to fluctuate as the interest rate is floating with SOFR (the “Secured Overnight Financing Rate”). The degree to which we are leveraged could have adverse effects on our business, including the following:

- it may limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- it may require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- it may restrict us from making strategic acquisitions or exploiting business opportunities;
- it may place us at a competitive disadvantage compared to our competitors that have less debt;
- it may limit our ability to borrow additional funds; and
- it may decrease our ability to compete effectively or operate successfully under adverse economic and industry conditions.

Our level of long-term borrowings increases the risk that we may default on our debt obligations. We may be unable to generate sufficient cash flow to pay the interest on our debt and to make the scheduled mandatory quarterly payments. If we are unable to service our indebtedness, we will be forced to adopt an alternative strategy that may include actions such as reducing capital expenditures, reducing internal investments in research and development efforts, selling assets, restructuring or refinancing our indebtedness or seeking additional equity capital. These alternative strategies may not be affected on satisfactory terms, if at all, and they may not yield sufficient funds to make required payments on our indebtedness.

If, for any reason, we are unable to meet our debt service and repayment obligations, we would be in default under the terms of the agreements governing our debt, which would allow our creditors at that time to declare certain outstanding indebtedness to be due and payable. If the amounts outstanding under any of our indebtedness were to be accelerated, our assets may not be sufficient to repay in full the money owed to the lenders or to our other debt holders.

*We and our subsidiaries may incur more debt, which may increase the risks associated with our leverage, including our ability to service our indebtedness.*

The agreements governing our debt permit us, under some circumstances, to incur certain additional indebtedness or obligations. To the extent that we incur additional indebtedness or such other obligations, the risks associated with our leverage described above, including our possible inability to service our debt, would increase.

*Changes in our credit metrics or macroeconomic conditions may affect our liquidity, increasing borrowing costs and limiting our financing options.*

Macroeconomic conditions, such as increased volatility or disruption in the credit markets, and the current high levels of inflation and interest rates, could adversely affect our ability to refinance existing debt or obtain additional financing at terms satisfactory to us, if at all, thereby affecting our resources to support operations or to fund new initiatives. In addition, if our credit metrics decline, borrowing costs for future long-term debt or short-term credit facilities may increase and our financing options, including our access to the unsecured credit market, could be limited. We may also be subject to restrictive covenants that would reduce our flexibility.

*A portion of our business is conducted through foreign subsidiaries, and the failure to generate sufficient cash flow from these subsidiaries, or otherwise repatriate or receive cash from these subsidiaries, could result in our inability to repay our indebtedness.*

As of December 31, 2023, approximately 13% of our consolidated assets, based on book value, and 13% of our total revenues for the year ended December 31, 2023, were held by foreign subsidiaries, which do not guarantee our indebtedness. Our ability to meet our debt service obligations with cash from foreign subsidiaries will depend upon the results of operations of these subsidiaries and may be subject to legal, contractual or other restrictions and other business considerations. In addition, dividend and interest payments to us from the foreign subsidiaries may be subject to foreign withholding taxes, which would reduce the amount of funds we receive from such foreign subsidiaries. Therefore, to the extent that we must use cash generated



in foreign jurisdictions to make principal or interest payments on our debt, there may be a cost associated with repatriating the cash to the U.S. Dividends and other distributions from our foreign subsidiaries may also be subject to fluctuations in currency exchange rates and legal and other restrictions on repatriation, which could further reduce the amount of funds we receive from such foreign subsidiaries.

***The agreements governing our debt impose significant operating and financial restrictions on us and our subsidiaries that may prevent us and our subsidiaries from pursuing certain business opportunities and restrict our ability to operate our business.***

Our Credit Agreement subjects us, and our subsidiaries, to several financial and other restrictive covenants, including limitations on liens or indebtedness, payment of dividends, transactions with affiliates, and mergers, sales or other dispositions of our assets.

Our Credit Agreement also requires us to comply with specified financial ratios, including a Total Net Leverage Ratio (as defined in the Credit Agreement) and an Interest Coverage Ratio (as defined in the Credit Agreement) which are required to be maintained until all amounts outstanding have been paid in full and all letters of credit have expired or have been terminated under the Credit Agreement. Many factors, including events beyond our control, may affect our ability to comply with these covenants and financial ratios. We cannot be sure we will meet our debt-related obligations or that lenders will waive any failure to meet those obligations. Any failure to meet those debt-related obligations could result in an event of default under our indebtedness and the acceleration of such indebtedness.

The restrictions contained in our Credit Agreement could also limit our ability to plan for or react to market conditions, meet capital needs or otherwise restrict our activities or business plans and adversely affect our ability to finance operations, enter into acquisitions or to engage in other business activities that would be in the Company's interest.

***The discontinuance of LIBOR and the replacement of LIBOR with an alternative reference rate may adversely affect our borrowing costs and could impact our business and results of operations.***

Interest rates under our Credit Agreement are based partly on Term SOFR. Interest rates under any other loan or commercial agreements may be based partly on LIBOR, the London interbank offered rate, which is the basic rate of interest used in lending between banks on the London interbank market and is widely used as a reference for setting the interest rate on loans globally. On July 27, 2017, the United Kingdom's Financial Conduct Authority ("FCA"), which regulates LIBOR, announced that it intends to phase out LIBOR by the end of 2021. The FCA and LIBOR's administrator, ICE Benchmark Administration, have since announced that most LIBOR settings will no longer be published after the end of 2021 but that the most widely used U.S. dollar LIBOR settings (i.e., rates for the calculation of one, three and six month LIBOR) will continue to be published until June 30, 2023. It is not possible to predict the effect of these changes, other reforms or the establishment of alternative reference rates in the United States or elsewhere. If the method for calculation of LIBOR changes, if LIBOR is no longer available, or if lenders have increased costs due to changes in LIBOR, we may suffer from potential increases in interest rates under agreements that utilize LIBOR. Further, we may need to renegotiate any agreements that utilize LIBOR as a factor in determining the interest rate to replace LIBOR with the new standard that is established. If a contract is not transitioned to an alternative variable rate and LIBOR is discontinued, the impact is likely to vary by contract.

Our usage of Term SOFR and other metrics based on SOFR in our Credit Agreement and other agreements governing our indebtedness may expose us to additional risks due to SOFR's limited market history and our limited experience using SOFR as a reference rate. SOFR is a relatively new reference rate, as the publication of SOFR began in April 2019. The future performance of Term SOFR cannot be predicted based on the limited historical performance. Since the initial publication of SOFR, changes in SOFR have, on occasion, been more volatile than changes in other benchmark or market rates, such as USD- LIBOR. As a result, the amount of interest we may pay on our Credit Agreement and other agreements governing our indebtedness is difficult to predict. Furthermore, we and other market participants have less experience understanding and modeling SOFR-based assets and liabilities than LIBOR-based assets and liabilities, increasing the difficulty of investing, hedging, and risk management.

## **Risks Related to Our Intellectual Property**

***We may be unable to protect our intellectual property rights.***

We rely on a combination of patents, trademarks, copyrights, trade secrets and nondisclosure agreements to protect our proprietary intellectual property. Our efforts to protect our intellectual property and proprietary rights may not be sufficient. We cannot be sure that our pending patent applications will result in the issuance of patents to us, that patents issued to or licensed

by us in the past or in the future will not be challenged or circumvented by competitors or that these patents will remain valid or sufficiently broad to preclude our competitors from introducing technologies similar to those covered by our patents and patent applications. In addition, our ability to enforce and protect our intellectual property rights may be limited in certain countries outside the U.S., which could make it easier for competitors to capture market position in such countries by utilizing technologies that are similar to those developed or licensed by us. Competitors also may harm our sales by designing products that mirror the capabilities of our products or technology without infringing on our intellectual property rights. If we do not obtain sufficient protection for our intellectual property, or if we are unable to effectively enforce our intellectual property rights, our competitiveness could be impaired, which would limit our growth and future revenue.

***Disclosure of trade secrets could cause harm to our business.***

We attempt to protect our trade secrets by entering into confidentiality and intellectual property assignment agreements with third parties, our employees and consultants. However, these agreements can be breached and, if they are, there may not be an adequate remedy available to us. In addition, others may independently discover our trade secrets and proprietary information, and in such cases we could not assert any trade secret rights against such party. Enforcing a claim that a party illegally obtained and is using our trade secret is difficult, expensive and time consuming, and the outcome is unpredictable. If we are unable to protect our intellectual property, our competitors could market services or products similar to our services and products, which could reduce demand for our offerings. Any litigation to enforce our intellectual property rights, protect our trade secrets or determine the validity and scope of the proprietary rights of others could result in substantial costs and diversion of resources, with no assurance of success.

***We may be harmed by intellectual property infringement claims.***

We may become subject to claims from our employees or third parties who assert that software and other forms of intellectual property that we use in delivering services and solutions to our customers infringe upon intellectual property rights of such employees or third parties. Our employees develop some of the software and other forms of intellectual property that we use to provide our services and solutions to our customers, but we also license technology from other vendors. If our employees, vendors, or other third parties assert claims that we or our customers are infringing on their intellectual property rights, we could incur substantial costs to defend those claims. If any such infringement claims were ultimately successful, we could be required to cease selling or using products or services that incorporate the challenged software or technology, obtain a license or additional licenses from our employees, vendors, or other third parties, or redesign our products and services that rely on the challenged software or technology.

**Risks Related to Regulatory, Environmental and Legal Issues**

***Our failure to comply with complex procurement laws and regulations could cause us to lose business and subject us to a variety of penalties.***

We must comply with laws and regulations relating to the formation, administration and performance of U.S. Government contracts, which affect how we do business with our customers, prime contractors, subcontractors and vendors and may impose added costs on us. New regulations or procurement requirements (including, for example regulations regarding counterfeit and corrupt parts, supply chain diligence and cybersecurity) or changes to current requirements could increase our costs and risk of non-compliance. Our role as a contractor to agencies and departments of the U.S. Government results in our being routinely subject to investigations and reviews relating to compliance with various laws and regulations, including those associated with organizational conflicts of interest, procurement integrity, bid integrity and claim presentation, among others. These investigations may be conducted without our knowledge. Adverse findings in these investigations or reviews can lead to criminal, civil or administrative proceedings, and we could face civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or debarment from doing business with U.S. Government agencies. In addition, we could suffer serious harm to our reputation and competitive position if allegations of impropriety were made against us, whether or not true. If our reputation or relationship with U.S. Government agencies were impaired, or if the U.S. Government otherwise ceased doing business with us or significantly decreased the amount of business it does with us, our revenue and operating profit would decline.

***Our contracts and administrative processes and systems are subject to audits and cost adjustments by the U.S. Government, which could reduce our revenue, disrupt our business or otherwise adversely affect our results of operations.***

U.S. Government agencies, including the Defense Contract Audit Agency (“DCAA”), routinely audit and investigate government contracts and government contractors’ administrative processes and systems. These agencies review our performance on contracts, pricing practices, cost structure and compliance with applicable laws, regulations and standards.

They also review the adequacy of our compliance with government standards for our accounting and management of internal control systems, including our control environment and overall accounting system; general IT system; budget and planning system; purchasing system; material management and accounting system; compensation system; labor system; indirect and other direct costs system; billing system; and estimating system used for pricing on government contracts. Both contractors and the U.S. Government agencies conducting these audits and reviews have come under increased scrutiny. Recent audits and reviews have become more rigorous, and the standards to which contractors are being held are being more strictly interpreted, increasing the likelihood of an audit or review resulting in an adverse outcome. During the course of its current audits, the DCAA is closely examining and questioning several of our established and disclosed practices that it had previously audited and accepted, increasing the uncertainty as to the ultimate conclusion that will be reached.

A finding of significant control deficiencies in our system audits or other reviews can result in decremented billing rates to our U.S. Government customers until the control deficiencies are corrected and our corrections are accepted by Defense Contract Management Agency (“DCMA”). Government audits and reviews may conclude that our practices are not consistent with applicable laws and regulations and result in adjustments to contract costs and mandatory customer refunds. Such adjustments can be applied retroactively, which could result in significant customer refunds. Our receipt of adverse audit findings or the failure to obtain an “approved” determination of our various accounting and management internal control systems, including changes to our indirect cost and direct labor estimating systems, from the responsible U.S. Government agency could significantly and adversely affect our business, including our ability to bid on new contracts and our competitive position in the bidding process. A determination of non-compliance with applicable contracting and procurement laws, regulations and standards could also result in the U.S. Government imposing penalties and sanctions against us, including withholding of payments, suspension of payments and increased government scrutiny that could delay or adversely affect our ability to invoice and receive timely payment on contracts, perform contracts or compete for contracts with the U.S. Government.

We have submitted incurred cost claims through fiscal year 2022. The Government has provided fiscal year 2022 final rate agreement letters for certain Kratos entities and is currently auditing the fiscal year 2022 incurred cost claims of several other Kratos entities. Although we have recorded contract revenues based upon costs that we believe will be approved upon final completion of the audits, we do not know what the results of any current or future government audits, for fiscal year 2022 incurred costs, will be. If future adjustments were to exceed our estimates, our profitability could be adversely affected.

***Our employees or others acting on our behalf may engage in misconduct or other improper activities, which could cause us to lose contracts or cause us to incur costs.***

We are exposed to the risk that employee fraud or other misconduct from our employees or others acting on our behalf could occur. Misconduct by employees or others could include intentional failures to comply with U.S. Government procurement regulations, engaging in unauthorized activities, insider threats to our cybersecurity, or falsifying time records. Misconduct by our employees or others acting on our behalf could also involve the improper use of our customers’ sensitive or classified information, which could result in regulatory sanctions against us, serious harm to our reputation, a loss of contracts and a reduction in revenues, or cause us to incur costs to respond to any related governmental inquiries. It is not always possible to deter misconduct, and the precautions we take to prevent and detect this activity may not be effective in controlling unknown or unmanaged risks or losses, which could cause us to lose contracts or cause a reduction in revenues. In addition, alleged or actual misconduct by employees or others acting on our behalf could result in investigations or prosecutions of persons engaged in the subject activities, which could result in unanticipated consequences or expenses and management distraction for us regardless of whether we are alleged to have any responsibility.

We have in the past experienced and may in the future experience such misconduct, despite our various compliance programs. Misconduct or improper actions by our employees, agents, subcontractors, suppliers, business partners and/or joint ventures could subject us to administrative, civil or criminal investigations and enforcement actions; monetary and non-monetary penalties; liabilities; and the loss of privileges and other sanctions, including suspension and debarment, which could negatively impact our reputation and ability to conduct business and could have a material adverse effect on our financial position, results of operations and/or cash flows.

***We are subject to environmental laws and potential exposure to environmental liabilities. This may affect our ability to develop, sell or rent our property or to borrow money where such property is required to be used as collateral.***

We use hazardous materials common to the industries in which we operate. We are required to follow federal, state and local environmental laws and regulations regarding the handling, storage and disposal of these materials, including the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), and the Toxic Substances Control Act. We could be subject to fines,

suspensions of production, alteration of our manufacturing processes or interruption or cessation of our operations if we fail to comply with present or future laws or regulations related to the use, storage, handling, discharge or disposal of toxic, volatile or otherwise hazardous chemicals used in our manufacturing processes. These regulations could require us to acquire expensive remediation equipment or to incur significant other expenses to comply with environmental regulations. Our failure to control the handling, use, storage or disposal of, or adequately restrict the discharge of, hazardous substances could subject us to liabilities and production delays, which could cause us to miss our customers' delivery schedules, thereby reducing our sales for a given period. We may also have to pay regulatory fines, penalties or other costs (including remediation costs), which could materially reduce our profits and adversely affect our financial condition. Permits are required for our operations, and these permits are subject to renewal, modification and, in some cases, revocation.

In addition, under environmental laws, ordinances or regulations, a current or previous owner or operator of property may be liable for the costs of removal or remediation of some kinds of petroleum products or other hazardous substances on, under, or in its property, adjacent or nearby property, or offsite disposal locations, without regard to whether the owner or operator knew of, or caused, the presence of the contaminants, and regardless of whether the practices that resulted in the contamination were legal at the time they occurred. We have incurred, and may incur in the future, liabilities under CERCLA and other environmental laws at our current or former facilities, adjacent or nearby properties or offsite disposal locations. The costs associated with future cleanup activities that we may be required to conduct or finance may be material. The presence of, or failure to remediate properly, hazardous substances may adversely affect the ability to sell or rent the property or to borrow funds using the property as collateral. Additionally, we may become subject to claims by third parties based on damages, including personal injury and property damage, and costs resulting from the disposal or release of hazardous substances into the environment.

***The increasing focus on environmental sustainability and social initiatives could increase our costs, harm our reputation and adversely impact our financial results.***

There has been increasing focus by investors, environmental activists, the media and governmental and nongovernmental organizations on a variety of environmental, social and other sustainability matters. We may experience pressure to make commitments relating to sustainability matters that affect us, including the design and implementation of specific risk mitigation strategic initiatives relating to sustainability. If we are not effective in addressing environmental, social and other sustainability matters affecting our business, or setting and meeting relevant sustainability goals, our reputation and financial results may suffer. In addition, we may experience increased costs in order to execute upon our sustainability goals and measure achievement of those goals, which could have an adverse impact on our business and financial condition.

In addition, this emphasis on environmental, social and other sustainability matters has resulted and may result in the adoption of new laws and regulations, including new reporting requirements. Recently, California legislation was enacted that will require climate-related risk disclosures for company's doing business in the state. These will be effective for Kratos beginning in 2026. If we fail to comply with new laws, regulations or reporting requirements, our reputation and business could be adversely impacted.

***Regulations related to "conflict minerals" may cause us to incur additional expenses and could limit the supply and increase the cost of certain metals used in manufacturing our products.***

We are subject to regulations requiring disclosures of specified minerals, known as conflict minerals, that are necessary to the functionality or production of products manufactured or contracted to be manufactured by public companies. The rule requires companies to perform due diligence, disclose and report whether or not such minerals originate from the Democratic Republic of the Congo and other countries. The rule can affect sourcing at competitive prices and availability in sufficient quantities of certain minerals used in the manufacture of our products, including tantalum, tin, gold and tungsten. The number of suppliers who provide conflict-free minerals is limited. In addition, there are costs associated with complying with the disclosure requirements, such as costs related to determining the source of certain minerals used in our products, as well as costs of changes to products, processes, or sources of supply as a consequence of such verification activities. Since our supply chain is complex, we are not always able to sufficiently verify the origins of the relevant minerals used in our products through the due diligence procedures we implemented, which may harm our reputation. In addition, we may encounter challenges to satisfy those customers who require that all of the components of our products be certified as conflict-free, which could place us at a competitive disadvantage if we are unable to do so.

***Natural disasters or severe weather conditions could disrupt our business and result in loss of revenue or higher expenses.***

Our business depends on maintaining operations at our facilities and being able to operate at our customer facilities and project locations. A serious, prolonged interruption or damage due to power outage, telecommunications outage, terrorist attack, earthquake, hurricane, fire, flood or other natural disaster, or other interruption could have a material adverse effect on our business and financial results. While we insure against certain business interruption risks, such insurance may not adequately compensate us for any losses incurred as a result of natural or other disasters.

**Risks Related to Our Common Stock**

***Some of our contracts with the U.S. Government are classified, which may limit investor insight into portions of our business.***

We derive a portion of our revenues from programs with the U.S. Government that are subject to security restrictions (classified programs) that preclude the dissemination of information that is classified for National Security purposes. We are limited in our ability to provide details about these classified programs, their risks or any disputes or claims relating to such programs. As a result, investors and others might have less insight into our classified programs than our other businesses and, therefore, less ability to fully evaluate the risks related to our classified business.

***We do not expect to pay any cash dividends or buyback any Kratos stock for the foreseeable future.***

We have not declared any cash dividends since becoming a public company. We currently intend to retain any future earnings to finance the growth and development of the business and, therefore, we do not anticipate that we will pay any cash dividends on shares of our common stock in the foreseeable future. We also do not expect to buy back any of our common stock for the foreseeable future. In addition, our ability to pay dividends and buyback Kratos stock is restricted by our Credit Agreement. Any determination to pay dividends or stock buybacks in the future will be at the discretion of our board of directors and will be dependent upon our future financial condition, results of operations, capital requirements, legal restrictions general business conditions and other relevant factors as determined by our board of directors. See “Dividend Policy.”

***Certain provisions in our amended and restated certificate of incorporation and second amended and restated bylaws, as amended, and of Delaware law, may prevent or delay an acquisition of our Company, which could decrease the trading price of our common stock.***

Our amended and restated certificate of incorporation, our second amended and restated bylaws, as amended, and Delaware law contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids unacceptably expensive to the raider and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include, among others:

- the inability of our stockholders to call a special meeting;
- rules regarding how stockholders may present proposals or nominate directors for election at stockholder meetings;
- the right of our board of directors to issue preferred stock without stockholder approval;
- a super-majority requirement to amend our certificate of incorporation or bylaws; and
- the ability of our directors, and not stockholders, to fill vacancies on our board of directors.

Delaware law also imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock.

We believe these provisions may help protect our stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our board of directors and by providing our board of directors with more time to assess any acquisition proposal. These provisions are not intended to make our Company immune from takeovers. In addition, although we believe these provisions collectively provide for an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board, they would apply even if the offer may be considered beneficial by some stockholders. These provisions may also frustrate or prevent any attempts by our stockholders to replace or remove our current management team by making it more difficult for stockholders to replace members of our board, which is responsible for appointing the members of our management.

## General Risk Factors

### ***The market price of our common stock may be volatile.***

The market price of our common stock has been in the past, and will continue to be, subject to fluctuations as a result of a number of factors, most of which we cannot control, including: failure of our operating results to meet market or analysts' expectations; general fluctuations in the stock market; actual or anticipated fluctuations in our operating results based on reduced and/or delayed government spending or the threat thereof; fluctuations in the stock prices of companies in our industry; changes in earnings estimated by securities analysts or our ability to meet those estimates; rumors or dissemination of false information; short selling of our common stock; litigation and government inquiries; political and/or military events associated with current worldwide conflicts; and domestic and foreign economic conditions. Such volatility has had a significant effect on the market prices of many companies' securities for reasons unrelated to their operating performance and, in the past, has led to securities class action litigation. Securities litigation against us could result in substantial costs and a diversion of our management's attention and resources, which could have an adverse effect on our business.

### ***Your percentage of ownership in us may be diluted in the future.***

As with any publicly traded company, your percentage ownership in us may be diluted in the future because of equity issuances for acquisitions, capital market transactions or otherwise, including equity awards that we expect will be granted to our directors, officers and employees.

### ***Future sales of our common stock could cause the market price for our common stock to decline.***

We cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Sales of substantial amounts of shares of our common stock in the public market, or the perception that those sales will occur, could cause the market price of our common stock to decline or be depressed.

In the future, we may issue our securities if we need to raise capital in connection with a capital expenditure, working capital requirement or acquisition. The amount of shares of our common stock issued in connection with a capital expenditure, working capital requirement or acquisition could constitute a material portion of our then-outstanding shares of common stock. Any perceived excess in the supply of our shares in the market could negatively impact our share price and any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to you.

### ***If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud.***

Effective internal controls are necessary for us to provide reliable financial reports. If we cannot provide reliable financial reports, our operating results could be misstated, our reputation may be harmed and the market price of our common stock could be negatively affected. Our management has concluded that there are no material weaknesses in our internal controls over financial reporting as of December 31, 2023. However, although we continue to devote substantial time and resources to the documentation and testing of our controls, there can be no assurance that our controls over financial processes and reporting will be effective in the future or that material weaknesses or significant deficiencies in our internal controls will not be discovered in the future. Any failure to remediate any future material weaknesses or implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results, cause us to fail to meet our reporting obligations or result in material misstatements in our consolidated financial statements or other public disclosures. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock.

### ***Litigation may distract us from operating our business, and adverse judgments or settlements could adversely affect our financial results and operations.***

Litigation that may be brought by or against us could cause us to incur significant expenditures and distract our management from the operation of our business. Furthermore, there can be no assurance that we would prevail in such litigation or resolve such litigation on terms favorable to us, which may adversely affect our financial results and operations. See Note 15 of the Notes to Consolidated Financial Statements contained within this Annual Report for a further discussion of our legal proceedings.

*If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and any trading volume could decline.*

The trading market for our securities depends in part on the research and reports that industry or financial analysts publish about us or our business. We do not influence or control the reporting of these analysts. If one or more of the analysts who do cover us downgrade or provide a negative outlook on our Company or our industry, or the stock of any of our competitors, the price of our common stock could decline. If one or more of these analysts ceases coverage of our Company, we could lose visibility in the market, which in turn could cause the price of our common stock to decline.

**Item 1B. Unresolved Staff Comments.**

None.

**Item 1C. Cybersecurity.**

**Risk Management and Strategy**

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information. Our cybersecurity risk management program includes a cybersecurity incident response plan (“IRP”). The purpose of the IRP is to provide a structured and systematic incident response process for all Information Security Incidents that affect any of our or our subsidiaries’ information technology systems, network, or data, including data of ours and our subsidiaries held, or IT services provided by, third-party vendors or other service providers.

We developed and maintain our program as required by applicable laws and regulations, including without limitation Cybersecurity Maturity Model Certification (CMMC) and 17 CFR Part 229.

Our cybersecurity risk management program is integrated into our overall enterprise risk management program, and shares common methodologies, reporting channels and governance processes that apply across our global enterprise risk management program to other legal, compliance, strategic, operational, and financial risk areas.

We have designated our Chief Information Officer (CIO) to implement and maintain the IRP. Our CIO has over 20 years of experience in the field of cybersecurity and is responsible for the management of our cybersecurity and data privacy program. Among other information security duties, the CIO is responsible for:

- implementing the IRP,
- identifying and managing an incident response team (“IRT”) principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents,
- coordinating IRT activities, including developing, maintaining, and following appropriate procedures to respond to, appropriately escalate, make decisions regarding, and document identified cybersecurity incidents,
- conducting post-incident reviews to gather feedback on identified cybersecurity incident response procedures and address any identified gaps in security measures,
- providing training and conducting periodic exercises to promote employee and stakeholder preparedness and awareness of the IRP, and
- reviewing the IRP at least annually, or whenever there is a material change in our business practices that may reasonably affect its cybersecurity incident response procedures.

Our cybersecurity risk management program includes:

- risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment including risks associated with ransomware;
- the use of external service providers, where appropriate, to assess, test or otherwise assist with aspects of our security controls;
- cybersecurity awareness training of our employees, incident response personnel, and senior management;
- a cybersecurity incident response plan that includes procedures for responding to cybersecurity incidents; and

- a third-party risk management process for service providers, suppliers, and vendors.

We have developed processes to identify and oversee risks from cybersecurity threats associated with our third-party service providers, which includes the information security team assisting with and assessing cybersecurity robustness during vendor onboarding as well as risk-based monitoring of vendors on an ongoing basis.

We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition.

## **Governance**

Our Board considers cybersecurity risk as part of its risk oversight function and oversees management's implementation of our cybersecurity risk management program.

The Board receives regular reports from management on our cybersecurity risks. In addition, management updates the Board, as necessary, regarding any material cybersecurity incidents, as well as any incidents with lesser impact potential.

Board members receive presentations on cybersecurity topics from our CIO, internal security staff or external experts as part of the Board's continuing education on topics that impact public companies.

Our management team is responsible for assessing and managing our material risks from cybersecurity threats. Our CIO regularly informs our management team of all aspects related to cybersecurity risks and incidents. This is designed to ensure that the highest levels of management are kept abreast of the cybersecurity posture and potential risks facing the Company. The team has primary responsibility for our overall cybersecurity risk management program and supervises both our internal cybersecurity personnel and our retained cybersecurity consultants.

Our management team supervises efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.

## **Impact of Cybersecurity Risks on Business Strategy, Results of Operations or Financial Condition**

Cybersecurity threats, such as threats of attacks from computer hackers, cyber criminals, nation-state actors and other malicious internet-based activity, continue to increase. Cybersecurity threats also include threats of attacks involving social engineering and cyber extortion to induce customers, contractors, business partners, third-party service providers, employees and other third parties to disclose information, transfer funds or unwittingly provide access to systems or data.

We believe that our current preventative actions and response activities provide adequate measures of protection against security breaches and generally reduce our cybersecurity risks. However, cybersecurity threats are constantly evolving, are becoming more frequent and more sophisticated and are being made by groups of individuals with a wide range of expertise and motives, which increases the difficulty of detecting and successfully defending against them. While we have implemented measures to safeguard our operational and technology systems and have established a culture of continuous learning, monitoring and improvement, the evolving nature of cybersecurity attacks and vulnerabilities means that these protections may not always be effective. In the ordinary course of our business, we have experienced and expect to continue to experience cyber-based attacks and other attempts to compromise our information systems, although none, to our knowledge, has had a material adverse effect on our business, financial condition or results of operations. While we do not believe cybersecurity threats are reasonably likely to affect us, our business strategy, our results of operations or our financial conditions, like all companies, we face a risks of such threats, the consequences of which could be material. See Item 1A – Risk Factors – Risks Related to Our Operations – “Cybersecurity breaches or disruptions of our information technology systems could negatively impact our operations,” above. In addition, given the constant and evolving threat of cyber-based attacks, we incur significant costs in an effort to detect and prevent security breaches and incidents, and these costs may increase in the future.

## **Item 2. Properties.**

At December 31, 2023, we owned or leased approximately 2.2 million square feet of floor space at 64 separate locations, primarily in the U.S., for manufacturing, warehousing, research and development, administration and various other uses. At December 31, 2023, we also leased approximately 106 acres of land, which included 98 acres in Ontario, Canada which is used by our Kratos ASC Signal business. We continually evaluate our current and future space capacity in relation to



current and projected future staffing levels. We maintain our properties in good operating condition and believe that the productive capacity of our properties is adequate to meet current contractual requirements and those for the foreseeable future.

We have major operations at the following locations:

**Kratos Government Solutions:** Birmingham and Huntsville, AL; San Diego, and San Jose, CA; Colorado Springs and Englewood, CO; Jupiter and Orlando, FL; Baltimore and Lanham, MD; Bristow, OK; Dallastown, PA; Plano, TX; and Alexandria and Chantilly, VA. Locations outside the U.S. include Australia, Canada, France, Germany, Israel, Norway, and the United Kingdom.

**Unmanned Systems:** Huntsville, AL; McClellan, Roseville, Sacramento, and Tehachapi, CA; Fort Walton Beach, FL; Oxford, MI; Oklahoma City, OK; and Arlington and Round Rock, TX.

**Corporate and other locations:** San Diego, CA and Round Rock, TX.

The following is a summary of our floor space at December 31, 2023:

Square feet (in thousands)	Owned	Leased	Total
Kratos Government Solutions	619	1,022	1,641
Unmanned Systems	35	458	493
Corporate (includes San Diego, operations of KGS and US segments)	—	26	26
<b>Total</b>	<u>654</u>	<u>1,506</u>	<u>2,160</u>

See Note 6 of the Notes to Consolidated Financial Statements contained within this Annual Report for information regarding commitments under leases.

### **Item 3. Legal Proceedings.**

See Note 15 of the Notes to Consolidated Financial Statements contained within this Annual Report for a discussion of our legal proceedings.

### **Item 4. Mine Safety Disclosures.**

None.

## PART II

### **Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

#### **Market Information**

Our common stock is listed on the NASDAQ Global Select Market and is traded under the symbol "KTOS".

#### **Holders of Record**

On February 9, 2024, there were 295 shareholders of record of our common stock.

#### **Dividend Policy**

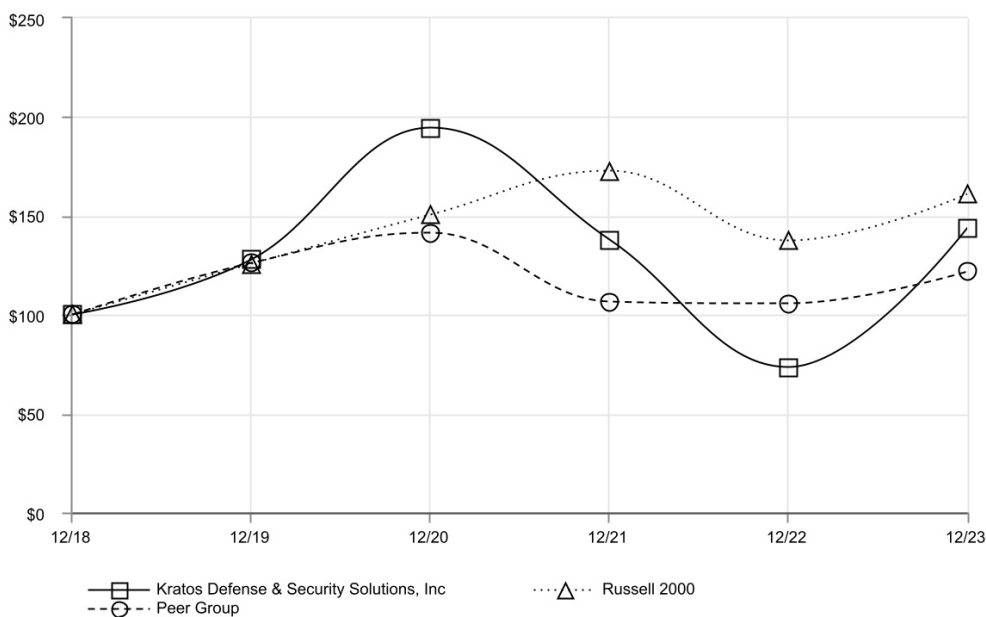
We have not declared any cash dividends since becoming a public company. We currently intend to retain any future earnings to finance the growth and development of the business and, therefore, do not anticipate paying any cash dividends in the foreseeable future. In addition, our ability to pay dividends is restricted by our Credit Agreement, as discussed in the section entitled "Liquidity and Capital Resources" in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 5 of the Notes to Consolidated Financial Statements contained within this Annual Report. Any future determination to pay cash dividends will be at the discretion of our board of directors and will be dependent upon our future financial condition, results of operations and capital requirements, general business conditions and other relevant factors as determined by our board of directors.

**Performance Graph**

The following performance graph and related information shall not be deemed “soliciting material” or to be “filed” with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act of 1934 as amended (the “Exchange Act”), except to the extent that we specifically incorporate it by reference into such filing.

The following performance graph presents a comparison of the five year cumulative stockholder return on our common stock against the cumulative total return of a broad equity market index, the Russell 2000 Stock Index, and one customized peer group consisting of the companies listed below, for the period commencing December 31, 2018 and ending December 31, 2023. The performance graph assumes an initial investment of \$100 in our common stock and in each of the Russell 2000 Stock Index and the peer group, and further assumes that all dividends were reinvested and all returns are market-cap weighted. The historical information set forth below is not necessarily indicative of future stock price performance.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\***  
Among Kratos Defense & Security Solutions, Inc., the Russell 2000 Index, and Peer Group



\*\$100 invested on 12/31/18 in stock or index, including reinvestment of dividends.  
Fiscal year ending December 31.

The companies included in the Company’s Peer Group are: AAR Corp, AeroVironment Inc., Comtech Telecommunications Corp., CPI Aerostructures Inc., Ducommun Inc., Frequency Electronics Inc., and Mercury Systems Inc.

**Recent Sales of Unregistered Securities; Use of Proceeds**

None.

**Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

None.

**Item 6. Reserved**

## **Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

*In addition to historical information, the following discussion contains forward-looking statements that are subject to risks and uncertainties. Our actual results may differ substantially from those expressed in or implied by any forward-looking statements herein due to a number of factors, including but not limited to the risks and uncertainties described in this Item 7, in Item 1A “Risk Factors” and elsewhere in this Annual Report. These forward-looking statements reflect our views and assumptions only as of the date such forward-looking statements are made. Except as required by law, we assume no responsibility for updating any forward-looking statements, whether as a result of new information, future events or otherwise.*

*The following discussion should be read in conjunction with our audited Consolidated Financial Statements and the related notes and other financial information appearing elsewhere in this Annual Report and other reports and filings made with the SEC. For discussion related to changes in financial condition and the results of operations for fiscal year 2022-related items, refer to Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 25, 2022, which was filed with the Securities and Exchange Commission on February 23, 2023.*

### **Overview**

Kratos is a technology, products, system and software company addressing the defense, national security, and commercial markets. Kratos makes true internally funded research, development, capital and other investments, to rapidly develop, produce and field solutions that address our customers’ mission critical needs and requirements. At Kratos, affordability is a technology, and we seek to utilize proven, leading edge approaches and technology, not unproven bleeding edge approaches or technology, with Kratos’ approach designed to reduce cost, schedule and risk, and enable us to be first to market with cost effective solutions. We believe that Kratos is known as an innovative disruptive change agent in the industry, a company that is an expert in designing products and systems up front for successful rapid, large quantity, low cost future manufacturing which is a value add competitive differentiator for our large traditional prime system integrator partners and also to our government and commercial customers. Kratos intends to pursue program and contract opportunities as the prime or lead contractor when we believe that our probability of win is high and any investment required by Kratos is within our capital resource comfort level. We intend to partner and team with a large, traditional system integrator when our assessment of probability of win is greater or required investment is beyond Kratos’ comfort level. Kratos’ primary business areas include, virtualized ground systems for satellites and space vehicles including software for command & control (C2) and telemetry, tracking and control (TT&C), jet powered unmanned aerial drone systems, hypersonic vehicles and rocket systems, propulsion systems for drones, missiles, loitering munitions, supersonic systems, space craft and launch systems, C5ISR and microwave electronic products for missile, radar, missile defense, space, satellite, counter UAS, directed energy, communication and other systems, and virtual & augmented reality training systems for the warfighter.

We believe that our technology, intellectual property, proprietary products, reputation and designed-in positions on our customers’ programs, platforms and systems, and our ability to rapidly develop, demonstrate and field affordable leading technology systems gives us a competitive advantage and creates a high barrier to entry into our markets. Our workforce is primarily engineering and technically oriented with a significant number of employees holding National Security clearances. Much of our work is performed at customer locations, facilities and sites, or in secure manufacturing and other facilities. Our primary end customers are National Security related agencies and large national and global commercial enterprises and entities. Our entire organization is focused on executing our strategy of being the leading technology and intellectual property based product and system company and being “first to market” in each of our industry leading core competency areas.

Our primary end customers are U.S. Government agencies, including the DoD, intelligence agencies, and other national and homeland security related agencies. We also conduct business with local, state and foreign governments and domestic and international commercial customers. In fiscal 2023, 2022 and 2021, we generated 69%, 69% and 70%, respectively, of our total revenues from contracts with the U.S. Government (including all branches of the U.S. military and including FMS), either as a prime contractor or a subcontractor. We believe our stable customer base, strong customer relationships, intellectual property, specialized and differentiated products, broad array of contract vehicles, “designed in” positions on strategic National Security platforms, our targeted investments in strategic growth areas, large employee base possessing specialized skills, security clearances, specialized manufacturing facilities and equipment, extensive list of past performance qualifications, and significant management and operational capabilities position us for success.

### **Industry Background**

On March 9, 2023, President Biden’s fiscal year 2024 budget request was submitted to Congress, initiating the 2024 defense budget authorization and appropriations legislative process. The request includes an \$886 billion proposed appropriation for national defense, of which \$842 billion would be for the U.S. Department of Defense (“DoD”) base budget. The proposed legislation also caps national defense spending at \$886 billion for fiscal year 2024 and \$895 billion for fiscal year 2025. On June 3, 2023, President Biden signed into law a bill to suspend the \$31.4 trillion debt ceiling through January 1, 2025.

On July 14, 2023, the U.S. House of Representatives passed its version of a sweeping Bill setting Policy for the DoD, the Fiscal 2024 National Defense Authorization Act (“NDAA”), at \$886 billion. The vote of 219-210 was largely along party lines, a departure from the typical bipartisan support for a bill that has passed every year since 1961. The Senate passed its version of the NDAA Bill on July 27, 2023 at \$886 billion and included several significant differences from the previously passed U.S. House of Representative Bill. The NDAA is one of the major pieces of legislation Congress passes annually. The NDAA is closely watched by industry and other stakeholders and related interests, as the NDAA typically determines the specific spending outlays and purchases of the Department of Defense and other National Security related Agencies.

The two chambers of the legislative branch of the U.S. federal government (i.e. the House and Senate) continue the legislative process on the fiscal year 2024 budget. Congress is also expected to continue efforts to reschedule appropriations bills and conference agreements, but these actions depend on the Senate calendar. On January 19, 2024, President Biden signed a continuing resolution authorization (“CRA”) to continue funding the U.S Government. Under the bill, funding for agencies overseeing agriculture, veterans affairs, energy, transportation and housing runs through March 1, 2024. Funding for the rest of the federal government now runs through March 8, 2024, or if earlier, enactment of the Fiscal 2024 NDAA. Under such CRA, funding at amounts consistent with appropriated levels for fiscal year 2023 is available, subject to certain restrictions, but new contracts and program starts are not authorized. If Congress is not able to enact fiscal year 2024 appropriations bills or extend such CRA, the U.S government would be subject to a shutdown, which could result in program delays or, cancellations, payment issues and/or other disruptions.

The current budget environment, including Israel and Ukraine funding support, heightened levels of inflation, related supply chain disruption, and the appropriations process, continues to create significant short and long-term industry risks. Additionally, with the recent change of party in Congress in 2022, resulting with the Democrats controlling the Senate and the Presidency and the Republicans controlling the House of Representatives, considerable uncertainty exists regarding how future budgets, funding, timing and related program decisions will unfold, including the potential differing defense spending priorities of the Biden administration and of the Congress.

We believe continued budget pressures (which are expected), CRAs, (which are also expected), future Federal Government debt ceiling issues, or Federal Government shutdowns could have serious negative consequences for the security of our country and the defense industrial base, including the Company and the related customers, employees, suppliers, investors, and communities that rely on companies in the defense industrial base. It is likely that budget and program decisions made in such an uncertain environment would have long-term implications for our Company and the entire defense industry. Additionally, funding for certain programs, including those in which we currently participate, may be reduced, delayed or cancelled, and budget uncertainty or funding cuts globally could adversely affect the viability of our customers, partners, teammates, subcontractors, suppliers, and our employee base.

We believe that our business is well-positioned in areas that the DoD and other customers indicate are priorities for future defense spending, including those based on the 2022 National Security Strategy document, the 2023 U.S. National Security related budget and NDAA and the recently released fiscal 2024 National Security Budget request and NDAA, and also the related Future Years Defense Program or five year projection of the forces, resources and programs needed to support the DoD’s strategy and operations.

However, due to a divided Congress and Executive Branch, federal budgetary uncertainty, expected CRAs, potential budgetary restrictions or limitations, defense or other spending cuts, including the budgetary impacts of support for the conflicts in Israel and Ukraine, challenges in the appropriations process, the debt ceiling issue and ongoing fiscal debates, the short and long term impacts to the industry and to our business remain uncertain.

Such a challenging federal and DoD budgetary environment may negatively impact our customers, business and programs and could have a material adverse effect on our forecasts, estimates, financial position, results of operations and/or cash flows.

We continue to be affected by various unfavorable macroeconomic conditions including significant adverse supply chain disruptions that continue throughout the industry and for us, and related delays in the receipt and delivery of materials, parts, supplies, etc., which in certain instances and for certain items is significant. In addition, inflation and the related increased costs of inputs needed to execute our business, including materials, parts, supplies, consultants, subcontractors, vendors, etc. have significantly increased our business costs and have significantly adversely impacted our operations, profit margins and financial forecasts.

Also, a shortage of qualified labor, and the cost of that labor for the Company and its labor base is a significant operational challenge for the Company. The cost of labor has increased significantly and current challenges in hiring, obtaining

and retaining employees, including those employees requiring National Security clearances, is adversely impacting Kratos' ability to execute its business. There is also a significant industry wide labor shortage, including in the Science, Technology, Engineering, and Math (STEM) discipline areas, and also including employees willing and/or able to obtain National Security clearances, and for high level manufacturing and production disciplines.

In addition, recent actions by the Federal Reserve to increase interest rates have impacted our interest expense on our outstanding debt borrowings and the related cost of executing Kratos' business. Each of these matters and issues are expected to continue for the foreseeable future and are expected to continue to adversely impact the Company's operations, financial results and financial forecasts.

Our Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations reflect estimates and assumptions made by management as of December 31, 2023. Events and changes in circumstances arising after December 31, 2023, including those resulting from the continuing impacts of the current unfavorable macroeconomic climate, will be reflected in management's estimates for future periods.

### ***Current Reporting Segments***

We operate in two reportable segments. The KGS reportable segment is comprised of an aggregation of KGS operating segments, including its microwave electronic products, space, satellite and cyber, training solutions, C5ISR/modular systems, turbine technologies and defense and rocket support services operating segments. The US reportable segment consists of our unmanned aerial, unmanned ground and unmanned seaborne system products. Our KGS and US segments provide products, solutions and services for mission critical National Security programs. KGS and US customers primarily include National Security related agencies, the DoD, intelligence agencies and classified agencies, and to a lesser degree, international government agencies and domestic and international commercial customers. We organize our operating segments based primarily on the nature of the products, solutions and services offered. For additional information regarding our reportable segments, see Note 14 of the Notes to Consolidated Financial Statements. From a customer and solutions perspective, we view our business as an integrated whole, leveraging skills and assets wherever possible.

### **Key Financial Statement Concepts**

As of December 31, 2023, we consider the following factors to be important in understanding our financial statements.

Our business with the U.S. Government and prime contractors is generally performed under fixed-price, cost reimbursable, or time and materials contracts. Cost reimbursable contracts for the U.S. Government provide for reimbursement of costs plus the payment of a fee. Some cost reimbursable contracts include award and incentive fees that are awarded based on performance on the contract. Under time and materials contracts, we are reimbursed for labor hours at negotiated hourly billing rates and reimbursed for travel and other direct expenses at actual costs plus applied general and administrative expenses.

For the majority of contracts, we satisfy the underlying performance obligations over time as the customer obtains control or receives benefits as work is performed on the contract. We generally recognize revenue over time as we perform on long-term contracts because of continuous transfer of control to the customer. For U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay us for costs incurred plus a reasonable profit and take control of any work in process. Similarly, for non-U.S. government contracts, the customer typically controls the work in process as evidenced either by contractual termination clauses or by our rights to payment of the transaction price associated with work performed to date on products or services that do not have an alternative use to the Company. As a result, under ASC 606 revenue is recognized over time using the cost-to-cost method (cost incurred relative to total estimated cost at completion).

In accordance with ASC 606, we evaluate whether a contract with a customer exists by evaluating a number of criteria including whether collection of consideration is reasonably assured; comprehensive collection history; results of our communications with customers; the current financial position of the customer; and the relevant economic conditions in the customer's country. If we have had no prior experience with the customer, we may review reports from various credit organizations to ensure that the customer has a history of paying its creditors in a reliable and effective manner. If the financial condition of our customers were to deteriorate and adversely affect their financial ability to make payments, allowances would be required.

We monitor our policies and procedures with respect to our contracts on a regular basis to ensure consistent application under similar terms and conditions as well as compliance with all applicable government regulations. In addition, costs incurred and allocated to contracts with the U.S. Government are routinely audited by the DCAA.

We manage and assess the performance of our businesses based on our performance on individual contracts and programs obtained generally from government organizations. Due to the Federal Acquisition Regulation rules that govern our business, most types of costs are allowable, and we do not focus on individual cost groupings (such as cost of sales or general and administrative costs) as much as we do on total contract costs, which are a key factor in determining contract operating income. As a result, in evaluating our operating performance, we look primarily at changes in sales and service revenues and operating income, including the effects of significant changes in operating income. Changes in contract revenue and cost estimates are reviewed on a contract-by-contract basis and are revised periodically throughout the life of the contract such that adjustments to profit resulting from revisions are made cumulative to the date of the revision in accordance with accounting principles generally accepted in the U.S. (“GAAP”). Significant management judgments and estimates, including the estimated costs to complete the project, which determine the project’s percentage complete, must be made and used in connection with the revenue recognized in any accounting period. Material differences may result in the amount and timing of our revenue for any period if management makes different judgments or utilizes different estimates.

## Results of Operations

### Comparison of Results for the Year Ended December 31, 2023 to the Year Ended December 25, 2022

*Revenues.* Revenues by reportable segment for the years ended December 31, 2023 and December 25, 2022 are as follows (in millions):

	2023	2022	\$ Change	% Change
<b>Kratos Government Solutions</b>				
Service revenues	\$ 395.9	\$ 320.0	\$ 75.9	23.7 %
Product sales	429.0	356.6	72.4	20.3 %
<b>Total Kratos Government Solutions</b>	<b>824.9</b>	<b>676.6</b>	<b>148.3</b>	<b>21.9 %</b>
<b>Unmanned Systems</b>				
Service revenues	6.7	5.2	1.5	28.8 %
Product sales	205.5	216.5	(11.0)	(5.1)%
<b>Total Unmanned Systems</b>	<b>212.2</b>	<b>221.7</b>	<b>(9.5)</b>	<b>(4.3)%</b>
<b>Total revenues</b>	<b>\$ 1,037.1</b>	<b>\$ 898.3</b>	<b>\$ 138.8</b>	<b>15.5 %</b>
<b>Total service revenues</b>	<b>\$ 402.6</b>	<b>\$ 325.2</b>	<b>\$ 77.4</b>	<b>23.8 %</b>
<b>Total product sales</b>	<b>634.5</b>	<b>573.1</b>	<b>61.4</b>	<b>10.7 %</b>
<b>Total revenues</b>	<b>\$ 1,037.1</b>	<b>\$ 898.3</b>	<b>\$ 138.8</b>	<b>15.5 %</b>

Revenues increased \$138.8 million to \$1,037.1 million for the year ended December 31, 2023 from \$898.3 million for the year ended December 25, 2022. Revenues in our KGS segment increased \$148.3 million primarily due to a full year contribution of revenues from the acquisition of the Southern Research Institute’s Engineering Division (“SRE”), which increased \$26.4 million, increased revenues in our space, satellite, training solutions and cyber business of \$64.0 million, increases in our C5ISR, turbine technologies, and microwave electronics products businesses of \$65.4 million, partially offset by an \$7.5 million reduction of revenues in our defense and rocket support services. Revenues in our US segment decreased \$9.5 million primarily due to a reduction in our tactical drone-based revenues, as compared to the twelve months ended December 25, 2022 offset with the contribution of \$6.4 million in revenues from the recent acquisition of Sierra Technical Services, Inc. (“STS”).

Product sales increased \$61.4 million to \$634.5 million for the year ended December 31, 2023 from \$573.1 million for the year ended December 25, 2022, primarily as a result of increased production activity in our KGS segment, offset partially by decreased volume in our US segment. As a percentage of total revenue, product sales were 61.2% for the year ended December 31, 2023, as compared to 63.8% for the year ended December 25, 2022. Service revenues increased by \$77.4 million to \$402.6 million for the year ended December 31, 2023, from \$325.2 million for the year ended December 25, 2022. The increase was primarily a result of the recent SRE acquisition, as well as increased volume in the turbine technologies and space, satellite, training and cyber businesses.

*Cost of revenues.* Cost of revenues increased to \$768.5 million for the year ended December 31, 2023, from \$672.3 million for the year ended December 25, 2022. The \$96.2 million increase in cost of revenues was primarily a result of the overall increase in revenue discussed above.

Gross margin percentage increased to 25.9% for the year ended December 31, 2023, compared to 25.2% for the year ended December 25, 2022. Margins on services decreased to 24.7% for the year ended December 31, 2023, from 26.5% for the year ended December 25, 2022. Margins on product sales increased to 26.7% for the year ended December 31, 2023, as compared to 24.4% for the year ended December 25, 2022. Margins in the KGS segment increased to 27.2% for the year ended December 31, 2023, from 26.8% for the year ended December 25, 2022. This change was primarily due to a more favorable mix of revenues for the year ended December 31, 2023. Margins in the US segment increased to 20.7% for the year ended December 31, 2023 from 20.1% for the year ended December 25, 2022, primarily due to a more favorable mix of products produced and shipped in the year ended December 31, 2023.

*Selling, general and administrative expenses (SG&A).* SG&A increased \$15.3 million to \$197.8 million for the year ended December 31, 2023, from \$182.5 million for the year ended December 25, 2022, primarily reflecting the increase in revenues. As a percentage of revenues, SG&A decreased to 19.1% for the year ended December 31, 2023 from 20.3% for the year ended December 25, 2022 due primarily to the increase in revenues in the year ended December 31, 2023.

*Research and development (R&D) expenses.* R&D expenses were \$38.4 million for the year ended December 31, 2023 and \$38.6 million for the year ended December 25, 2022, with the primary increases in expenses in our space and satellite communications business, offset by a net reduction in our unmanned systems business. As a percentage of revenues, R&D decreased to 3.7% of revenues for the year ended December 31, 2023, from 4.3% of revenues for the year ended December 25, 2022. R&D expenses are made by the Company, typically in conjunction with our customers, for the Company to achieve a “first to market” position with our products or technology. We also invest in R&D expenses to achieve market leading “designed in” and “first to market” positions on major programs, platforms or systems.

*Restructuring expenses and other.* Restructuring expenses and other decreased to \$0.9 million for the year ended December 31, 2023 from \$6.8 million for the year ended December 25, 2022, primarily as a result of the \$5.5 million charge related to the litigation settlement of a dispute with an international customer in our US segment during the year ended December 25, 2022.

*Total other expense, net.* Other expense, net, decreased to \$20.0 million from \$30.1 million for the years ended December 31, 2023 and December 25, 2022, respectively. The decrease in other expense, net, of \$10.1 million was primarily related to the \$13.0 million loss on the extinguishment of our \$300 million 6.5% Senior Secured Notes due November 2025 (“Senior Secured Notes”) during the year ended December 25, 2022, which was partially offset by a \$2.8 million increase in interest expense for the year ended December 31, 2023 due to increased interest rates.

*Provision for income taxes from continuing operations.* The Company recorded an income tax provision of \$8.9 million for the year ended December 31, 2023, and an income tax provision of \$1.4 million for the year ended December 25, 2022. The income tax provision for 2022 includes a \$4.9 million expense related to the increase in the Company’s valuation allowance on U.S. deferred tax assets related to certain state Net Operating Losses, capital loss carryforwards and federal research and development credits.

*Income from discontinued operations.* The income from discontinued operations was \$0.2 million for the year ended December 31, 2023 and was \$0.9 million for the year ended December 25, 2022, in each case primarily as a result of a gain from the release of an indemnification liability due to the lapse of the statute of limitations associated with a potential tax liability that was recorded in 2019 from the sale of PSS.

For a comparison of the Company’s results of operations for the fiscal year ended December 26, 2021 to the fiscal year ended December 25, 2022, see Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations in the Company’s Annual Report on Form 10-K for the year ended December 25, 2022, which was filed with the U.S. Securities and Exchange Commission on February 23, 2023.

## **Liquidity and Capital Resources**

As of December 31, 2023, we had cash and cash equivalents of \$72.8 million compared with cash and cash equivalents of \$81.3 million as of December 25, 2022, which includes \$44.1 million and \$18.9 million, respectively, of cash and cash equivalents held by our foreign subsidiaries. We are not presently aware of any restrictions on the repatriation of these funds; however, earnings of these foreign subsidiaries are essentially considered permanently invested in these foreign subsidiaries. If these funds were needed to fund our operations or satisfy obligations in the U.S. they could be repatriated, and their repatriation into the U.S. may cause us to incur additional foreign withholding taxes. We do not currently intend to repatriate these earnings.



Our total long-term debt, decreased by \$30.0 million to \$227.5 million as of December 31, 2023 from \$257.5 million as of December 25, 2022. On February 18, 2022, we completed the refinancing of our then-outstanding \$90 million revolving credit facility and \$300 million of Senior Secured Notes, with a new 5-year \$200 million Revolving Credit Facility and 5-year \$200 million Term Loan A issued pursuant to the 2022 Credit Facility. We incurred debt issuance costs of \$3.3 million associated with the 2022 Credit Facility. We drew approximately \$200 million under the Term Loan A and \$100 million on the new Revolving Credit Facility at the time of the refinancing transaction (as more fully described in Note 5 of the accompanying Consolidated Financial Statements).

As of December 31, 2023, we have \$192.5 million outstanding on the Term Loan A and net borrowings of \$35.0 million outstanding on the Revolving Credit Facility, with \$165.0 million remaining in borrowing capacity, less approximately \$10.2 million for outstanding letters of credit.

We use our operating cash flow to finance trade accounts receivable, fund necessary increases in inventory and internal investments related to non-recurring engineering and software development, fund capital expenditures, fund our IR&D investments and our ongoing operations, service our debt and make strategic acquisitions. Financing trade accounts receivable is necessary because, on average, our customers do not pay us as quickly as we pay our vendors and employees for their goods and services since a number of our receivables are contractually billable and due to us only when certain contractual milestones are achieved, certain of which are not achieved until final shipment and acceptance of our products. Financing increases in inventory balances is necessary to fulfill shipment requirements to meet delivery schedules of our customers. Cash from continuing operations is primarily derived from our customer contracts in progress and associated changes in working capital components. Our days sales outstanding (“DSO”) have decreased to 116 days as of December 31, 2023 from 134 days as of December 25, 2022. Our DSOs are impacted by the achievement of contractual billing milestones, such as equipment shipments and deliveries on certain products, and for certain flight requirements that must be fulfilled on certain aerial target programs, or final billings which are not due until completion on certain projects, and therefore we are unable to contractually bill for amounts outstanding related to those milestones at this time.

In November 2019, a large training solutions program was terminated for convenience (“T for C”) by the customer. Under a T for C, a contractor is entitled to seek specified costs through a termination settlement process including (1) the contract price for completed supplies and services accepted by the government but not previously paid for; (2) the cost incurred in the performance of work terminated plus a reasonable profit on those costs; and (3) the costs incurred in settling with subcontractors and preparing and settling the termination proposal. However, we will not be able to collect the total withheld amounts until the settlement terms of the T for C have been negotiated and agreed to with the customer. At December 31, 2023, approximately \$4.8 million in unbilled receivables remain outstanding on this project, which is subject to negotiation and settlement with the customer.

A summary of our net cash provided by (used in) operating activities from continuing operations from our Consolidated Statements of Cash Flows is as follows (in millions):

	Year Ended	
	December 31, 2023	December 25, 2022
Net cash provided by (used in) operating activities from continuing operations	\$ 65.2	\$ (25.6)

Our net cash provided by operating activities from continuing operations was \$65.2 million for the year ended December 31, 2023, primarily as a result of the net income from continuing operations of \$2.2 million and noncash charges of \$74.2 million partially offset by changes in net working capital accounts of \$11.2 million, which included customer advanced payments reflected as an increase in Billings in Excess of Costs of \$28.4 million. Net cash used in operating activities from continuing operations was \$25.6 million for the year ended December 25, 2022, primarily as a result of net loss from continuing operations of \$34.1 million, and changes in working capital requirements of \$74.9 million, including increases in receivables and inventory balances reflecting advance payments to mitigate supply chain disruptions, and internal investments we are making in certain rocket motors and software products of approximately \$16.7 million, partially offset by noncash charges of \$83.4 million.

Our net cash used in investing activities from continuing operations is summarized as follows (in millions):

	Year Ended	
	December 31, 2023	December 25, 2022
<b>Investing activities:</b>		
Cash paid for acquisitions, net of cash acquired	\$ 0.3	\$ (132.2)
Proceeds from sale of assets	8.3	0.2
Capital expenditures	(52.4)	(45.4)
Net cash used in investing activities from continuing operations	<u>\$ (43.8)</u>	<u>\$ (177.4)</u>

Net cash used in investing activities from continuing operations for year ended December 31, 2023 is comprised of \$52.4 million in capital expenditures partially offset by the receipt of \$8.3 million of proceeds from the sale of Valkyries which had been previously booked as capital assets as they were produced ahead of government contract award and \$0.3 million cash acquired related to the acquisition of STS. Net cash used in investing activities from continuing operations for the year ended December 25, 2022 was comprised of \$74.0 million related to the acquisition of SRE, \$37.5 million related to the acquisition of Cosmic, \$15.3 million for the remaining purchase price due on the acquisition of CTT, and a \$5.4 million payment due under the acquisition agreement for KTT Core, of which we purchased a controlling interest in February 2019. During the year ended December 31, 2023, capital expenditures of approximately \$25.1 million were incurred in our US business, primarily related to our unmanned combat target initiative. We expect our capital expenditures for our fiscal year 2024 to continue to be significant for investments we are making, including in our US business totaling approximately \$28 to \$32 million, including approximately \$18 to \$22 million for capital aerial targets and related support equipment.

Our net cash used in financing activities from continuing operations is summarized as follows (in millions):

	Year Ended	
	December 31, 2023	December 25, 2022
<b>Financing activities:</b>		
Proceeds from the issuance of long-term debt	\$ —	\$ 200.0
Borrowings under credit facility	69.0	100.0
Redemption of Senior Secured Notes	—	(309.8)
Repayments under credit facility, term loan and other debt	(101.0)	(42.5)
Payments of employee taxes withheld from share-based awards	(3.7)	(12.5)
Debt issuance costs	—	(3.3)
Payments under finance leases	(1.5)	(1.4)
Proceeds from shares issued under equity plans	6.5	6.2
Net cash used in financing activities from continuing operations	<u>\$ (30.7)</u>	<u>\$ (63.3)</u>

Net cash used in financing activities from continuing operations was \$30.7 million for the year ended December 31, 2023, which included \$5.0 million of principal payments on our \$200 million Term Loan A, a \$94.0 million payment (partially offset by a \$69.0 million draw) on the new Revolving Credit Facility, and a \$2.0 million payment to settle debt acquired related to the STS acquisition, payroll withholding taxes paid from vested restricted stock traded for taxes of \$3.7 million and payments made on financing lease obligations of \$1.5 million. These uses were partially offset by employee stock purchase plan receipts of \$6.5 million. Net cash used in financing activities from continuing operations was \$63.3 million for the year ended December 25, 2022, which included \$309.8 million used to redeem our \$300 million of Senior Secured Notes including the call premium of \$9.8 million, debt issuance costs of \$3.3 million, payroll withholding taxes paid from vested restricted stock traded for taxes of \$12.5 million and payments made on financing lease obligations of \$1.4 million. These uses were partially offset by \$300 million in proceeds from our 2022 Credit Facility (partially offset by \$2.5 million of principal payments on our \$200 million Term Loan A and a \$40 million payment on the new Revolving Credit Facility) and employee stock purchase plan receipts of \$6.2 million.

## 2022 Credit Facility

On February 18, 2022, the Company completed the refinancing of its then-outstanding \$90 million revolving credit facility and Senior Secured Notes, with the 2022 Credit Facility. The Company incurred debt issuance costs of \$3.3 million

associated with the 2022 Credit Facility. During the year ended December 31, 2023, the Company made \$5.0 million of principal payments on Term Loan A. As of December 31, 2023, the Company has net borrowings of approximately \$35.0 million outstanding on the new Revolving Credit Facility, with \$165.0 million remaining in borrowing capacity, less approximately \$10.2 million of letters of credit outstanding.

On February 18, 2022, the proceeds of \$300 million from the 2022 Credit Facility, along with cash funded by the Company for the 3.25% call premium to redeem the Company's outstanding Senior Secured Notes, plus accrued interest, was distributed to the trustee for redemption of the Senior Secured Notes. The redemption of the Company's then-outstanding \$300 million 6.5% Senior Secured Notes due November 2025 closed on March 14, 2022, for an amount of cash equal to 103.25% of the principal amount thereof plus accrued and unpaid interest thereon. The Company incurred a loss on the extinguishment of debt of \$9.8 million related to the call premium on the Senior Secured Notes and the write-off of \$3.2 million of unamortized debt issuance costs, resulting in a total loss on extinguishment of debt of \$13.0 million.

The 2022 Credit Facility is governed by a Credit Agreement (the "Credit Agreement"), dated February 18, 2022, by and among the Company, the lenders from time to time party thereto (the "Lenders"), the Issuing Banks party thereto (as defined in the Credit Agreement) and Truist Bank, in its capacity as administrative agent for the Lenders, and as an issuing bank and as the swing line lender, which establishes the 5-year senior secured credit facility which is comprised of the \$200 million Revolving Credit Facility (which includes sub-facilities for the incurrence of up to \$10.0 million of swingline loans and the issuance of up to \$50.0 million of Letters of Credit) and the \$200 million Term Loan A. The Credit Agreement contemplates uncommitted incremental credit facilities of up to \$200 million (which amount would be reduced by the aggregate amount of any and all incremental credit facilities actually established under the Credit Agreement) plus additional uncommitted incremental capacity subject to a limitation based on the Company's pro forma total net leverage ratio (including any such additional uncommitted incremental capacity).

Borrowings under the revolving credit facility and the term loan credit facility may take the form of base rate loans or Secured Overnight Financing Rate ("SOFR") loans. Base rate loans under the Credit Agreement will bear interest at a rate per annum equal to the sum of the Applicable Margin (as defined in the Credit Agreement) from time to time in effect plus the highest of (i) the Agent's (as defined in the Credit Agreement) prime lending rate, as in effect at such time, (ii) the Federal Funds Rate (as defined in the Credit Agreement), as in effect at such time, plus 0.50%, (iii) the Adjusted Term SOFR (as defined in the Credit Agreement) for a one-month tenor in effect on such day, plus 1.00% and (iv) 1.00%. SOFR loans will bear interest at a rate per annum equal to the sum of the Applicable Margin from time to time in effect plus the Adjusted Term SOFR for an Interest Period (as defined in the Credit Agreement) selected by the Company of one, three or six months. The Applicable Margin varies between 1.25% and 2.25% per annum for SOFR loans and between 0.25% and 1.25% per annum for base rate loans, and is based on the Company's total net leverage ratio from time to time.

Mandatory amortization on the Term Loan A is 2.5% in each of the first and second years and 5.0% in each of the third, fourth and fifth years, with the remaining outstanding balance due at maturity. The Credit Agreement contains certain covenants, which include, but are not limited to, restrictions on indebtedness, liens, fundamental changes, restricted payments, asset sales, and investments, and places limits on various other payments. The Company was in compliance with the covenants contained in the Credit Agreement as of December 31, 2023.

On April 28, 2023, the Company entered into an interest rate swap contract to hedge U.S. dollar-one month Term SOFR in order to fix the interest rate movements associated with the Company's Term Loan A. The initial hedge amount was \$195.0 million and amortizes in accordance with Term Loan A. The swap is at a fixed rate one-month term SOFR of 3.721% and settles monthly on the last day of each calendar month. The swap has an effective date of May 1, 2023 and terminates on May 1, 2026.

#### ***Other Liquidity Matters***

The following is a discussion of how we expect to fund our short- and long-term liquidity needs from known contractual and other obligations.

The majority of our revenue is derived from contracts and programs that can span several years. We enter into agreements with suppliers and subcontractors for goods and services in support of these contracts and programs with payment terms that are generally aligned with the payment terms from our customers. In some instances, we require advance payments or deposits from our customers, which help fund our purchase commitments and reduce the risk of customer performance.

As of December 31, 2023, we had contractual commitments to repay debt, make payments under finance and operating leases, repay obligations related to agreements to purchase goods and services and settle tax and other liabilities. The following table summarizes our contractual obligations and other commitments as of December 31, 2023, and the effect such obligations could have on our liquidity and cash flow in future periods (in millions):

	<b>Total</b>	<b>Due within 1 Year</b>
Total debt	\$ 227.5	\$ 7.5
Interest payment	44.8	12.4
Purchase orders	278.9	172.8
Operating leases	55.7	14.1
Finance leases	82.7	4.6
Total contractual cash obligations and commitments	<b>\$ 689.6</b>	<b>\$ 211.4</b>

As of December 31, 2023, we have \$10.2 million of standby letters of credit outstanding. Our letters of credit are primarily related to milestone payments received from foreign customers for which the customer has not yet received the product. Information regarding our debt payments and lease agreements can be found in Notes 5 and 6 to the Consolidated Financial Statements contained in this Annual Report. Additional information regarding our financial commitments is provided in the Note 15 to Consolidated Financial Statements contained in this Annual Report.

We believe our cash on hand, together with funds available under the 2022 Credit Facility and cash expected to be generated from operating activities will be sufficient to fund our short- and long-term liquidity needs. As discussed in Item 1A “Risk Factors” contained within this Annual Report, our quarterly and annual operating results have fluctuated in the past and may vary in the future due to a variety of factors, many of which are external to our control. If the conditions in our industry deteriorate, our customers cancel or postpone projects or if we are unable to sufficiently increase our revenues or further reduce our expenses, we may experience, in the future, a significant long-term negative impact to our financial results and cash flows from operations. In such a situation, we could fall out of compliance with our financial and other covenants which, if not waived, could limit our liquidity and capital resources.

### Critical Accounting Principles and Estimates

The preparation of our Consolidated Financial Statements in conformity with GAAP requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, stockholders’ equity, revenues and expenses, and related disclosures of contingent assets and liabilities. On a periodic basis, as deemed necessary, we evaluate our estimates, including those related to revenue recognition, valuation of inventory including the reserves for excess and obsolete inventory, valuation of long-lived assets including identifiable intangibles and goodwill, accounting for income taxes including the related valuation allowance, warranties, contingencies and litigation, contingent acquisition consideration, and losses on unused office space. We explain these accounting policies in the Notes to Consolidated Financial Statements contained within this Annual Report and at relevant sections in this discussion and analysis. These estimates are based on the information that is currently available and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could vary from those estimates under different assumptions or conditions and such differences may be material. We have identified the following critical accounting policies that affect our more significant judgments and estimates used in the preparation of our Consolidated Financial Statements.

*Revenue recognition.* Effective January 1, 2018, we adopted the FASB ASU 2014-09, *Revenue from Contracts with Customers*, and the related amendments, which are codified into Accounting Standards Codification (“ASC”) 606 (“ASC 606”).

To determine revenue recognition for arrangements that we determine are within the scope of ASC 606, we perform the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligation(s) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. Once the contract is identified and determined to be within the scope of ASC 606, we assess the goods or services promised within each contract and determine those that are performance obligations, and assess whether each promised good or service is distinct. We then recognize as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account under ASC 606. The majority of our contracts have a single performance obligation as the promise to transfer the

individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. For contracts with multiple performance obligations, we allocate the contract's transaction price to each performance obligation using the best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected-cost-plus-margin approach, under which we forecast the expected costs of satisfying a performance obligation and then add an appropriate margin for that distinct good or service.

For the majority of contracts, we satisfy the underlying performance obligations over time as the customer obtains control or receives benefits as work is performed on the contract. We generally recognize revenue over time as we perform on long-term contracts because of continuous transfer of control to the customer. For U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay us for costs incurred plus a reasonable profit and take control of any work in process. Similarly, for non-U.S. government contracts, the customer typically controls the work in process as evidenced either by contractual termination clauses or by our rights to payment of the transaction price associated with work performed to date on products or services that do not have an alternative use to the Company. As a result, under ASC 606 revenue is recognized over time using the percentage-of-completion cost-to-cost method (cost incurred relative to total estimated cost at completion).

For our federal contracts, we apply U.S. Government procurement and accounting standards in assessing the allowability and the allocability of costs to contracts. Due to the significance of the judgments and estimation processes, it is likely that materially different amounts could be recorded if we used different assumptions or if the underlying circumstances were to change. We closely monitor compliance with, and the consistent application of, our critical accounting policies related to contract accounting. Business operations personnel conduct periodic contract status and performance reviews. When adjustments in estimated contract revenues or costs are required, any changes from prior estimates are included in earnings in the current period. Also, regular and recurring evaluations of contract cost, scheduling and technical matters are performed by management personnel who are independent from the business operations personnel performing work under the contract. Costs incurred and allocated to contracts with the U.S. Government are scrutinized for compliance with regulatory standards by our personnel, and are subject to audit by the DCAA.

*Long-lived and Intangible Assets.* We account for long-lived assets in accordance with the provisions of FASB ASC Topic 360, *Property, Plant, and Equipment* ("Topic 360"). Topic 360 addresses financial accounting and reporting for the impairment or disposal of long-lived assets and requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is measured by comparing the carrying amount of an asset to the expected future net cash flows generated by the asset. If it is determined that the asset may not be recoverable and if the carrying amount of an asset exceeds its estimated fair value, an impairment charge is recognized to the extent of the difference. Topic 360 requires companies to separately report discontinued operations, including components of an entity that either have been disposed of (by sale, abandonment or in a distribution to owners) or classified as held for sale. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

In accordance with Topic 360, we assess the impairment of identifiable intangibles and long-lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors we consider important which could individually or in combination trigger an impairment review, include the following:

- significant underperformance relative to expected historical or projected future operating results;
- significant changes in the manner of our use of the acquired assets or the strategy for our overall business;
- significant negative industry or economic trends;
- significant decline in our stock price for a sustained period; and
- our market capitalization relative to net book value.

If we determined that the carrying value of intangibles and long-lived assets may not be recoverable based upon the existence of one or more of the above indicators of impairment, we would record an impairment equal to the excess of the carrying amount of the asset over its estimated fair value.

*Goodwill.* The purchase price of an acquired business is allocated to the underlying tangible and intangible assets acquired and liabilities assumed based upon their respective fair values, with the excess recorded as goodwill. Such fair value assessments require judgments and estimates that can be affected by contract performance and other factors over time, which may cause final amounts to differ materially from original estimates.

We perform our impairment test for goodwill in accordance with ASC Topic 350, *Intangibles-Goodwill and Other* ("Topic 350"). We assess goodwill for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment, referred to as a component. We determine our reporting units by first identifying our

operating segments, and then assessing whether any components of these segments constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. We aggregate components within an operating segment that have similar economic characteristics.

KGS has five operating businesses: Defense and Rocket Support Systems (“DRSS”), Microwave Electronics (“ME”), Space, Training and Cybersecurity Solutions (“ST&C”), C5ISR Systems/Modular Systems (“MS”), and Kratos Turbine Technologies (“KTT”), that provide technology based defense solutions, involving products and services, primarily for mission critical U.S. National Security priorities, with the primary focus relating to the nation’s C5ISR requirements. The US reportable segment provides unmanned aerial systems, unmanned ground, and unmanned seaborne systems. We have identified our reporting units to be the DRSS, ME, ST&C, MS, and KTT operating segments, within the KGS reportable segment, and the US reportable segment, each of which has been assessed and evaluated for potential impairment in our fiscal year 2023 annual test.

We test goodwill for impairment by first performing a qualitative assessment, and then a quantitative assessment if necessary. If, after performing a qualitative assessment and after assessing the totality of events or circumstances such as macroeconomic, industry and market conditions, cost factors, and overall financial performance, we determine that it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is greater than its carrying amount, then a quantitative assessment is not unnecessary. If, after performing a qualitative assessment we determine it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill, then a quantitative assessment is performed to determine if an impairment exists. For operations where a quantitative assessment is performed, the identification and measurement of impairment involves the estimation of the fair value of reporting units to determine the amount of the impairment. When any impairment has occurred, a charge to operations is recorded. In order to test for potential impairment, we estimate the fair value of each of the impacted reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow (“DCF”) method and the market approach, which estimates the fair value of our reporting units based upon comparable market prices and recent transactions and also validates the reasonableness of the implied multiples from the income approach.

In testing for impairment of our goodwill using a quantitative assessment at a particular reporting unit, we make assumptions about the amount and timing of future expected cash flows, terminal growth rates, appropriate discount rates, market multiples, and the control premium a controlling shareholder could be expected to pay:

- The timing of future cash flows within our DCF analysis is based on our most recent forecasts and other estimates. Our historical growth rates and operating results are not indicative of our projected growth rates and operating results as a consequence of our acquisitions and divestitures.
- The terminal growth rate is used to calculate the value of cash flows beyond the last projected period in our DCF analysis and reflects our best estimates for stable, perpetual growth of our reporting units.
- We use estimates of market participant weighted average cost of capital (“WACC”) as a basis for determining the discount rates to apply to our reporting units’ future expected cash flows. The significant assumptions within our WACC are: (a) equity risk premium, (b) beta, (c) size premium adjustments, (d) cost of debt and (e) capital structure assumptions. In addition, we may use a company specific risk adjustment which is a subjective adjustment that, by its very nature does not include market related data, but instead examines the prospects of the reporting unit relative to the broader industry to determine if there are specific factors, which may make it more “risky” relative to the industry.
- Recent historical market multiples are used to estimate future market pricing.

The carrying value of goodwill of the US and KGS reportable segments, was \$125.0 million and \$444.1 million, respectively, at December 31, 2023.

In determining the fair value of our reporting units, there are key assumptions related to our future operating performance and revenue growth. If the actual operating performance and financial results are not consistent with our assumptions, an impairment in our \$569.1 million goodwill and \$62.4 million long-lived intangibles could occur in future periods. In particular, the US reporting unit fair value includes assumptions that the development of the high performance UCAS product is successful and we are awarded future contracts for new tactical unmanned aircraft systems. Additionally, the US reporting unit fair value assumes that the U.S. Navy will continue to award full rate production contracts for the Sub-Sonic Aerial Target. Additional risks for goodwill across all reporting units include, but are not limited to, the risks discussed in Item 1A “Risk Factors” contained within this Annual Report and:

- a decline in our stock price and resulting market capitalization, if we determine the decline is sustained and is indicative of a reduction in the fair value below the carrying value of our reporting units;
- a decrease in available government funding, including budgetary constraints affecting U.S. Government spending generally, or specific departments or agencies;

- changes in U.S. Government programs or requirements, including the increased use of small business providers;
- our failure to reach our internal forecasts could impact our ability to achieve our forecasted levels of cash flows and reduce the estimated discounted value of our reporting units;
- volatility in equity and debt markets resulting in higher discount rates;
- market and political factors that could impact the success of new products, especially related to new unmanned systems platforms;
- continued impact to our businesses and the industry resulting from COVID-19; and
- continued impact to our businesses and the industry related to supply chain disruptions and inflation.

*Accounting for income taxes and tax contingencies.* FASB ASC Topic 740, *Income Taxes* (“Topic 740”) provides the accounting treatment for uncertainty in income taxes recognized in an enterprise’s financial statements. Topic 740 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. *Topic 740* also provides guidance on derecognizing, classification, interest and penalties, accounting in interim periods, disclosure and transition.

As part of the process of preparing our Consolidated Financial Statements, we are required to estimate our provision for income taxes in each of the tax jurisdictions in which we conduct business. This process involves estimating our actual current tax expense in conjunction with the evaluation and measurement of temporary differences resulting from differing treatment of certain items for tax and accounting purposes. These temporary differences result in the establishment of deferred tax assets and liabilities, which are recorded on a net basis. We then assess on a periodic basis the probability that our net deferred tax assets will be recovered and therefore realized from future taxable income and to the extent we believe that recovery is not more likely than not, a valuation allowance is established to address such risk resulting in an additional related provision for income taxes during the period.

Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, tax contingencies, unrecognized tax benefits, and any required valuation allowance, including taking into consideration the probability of the tax contingencies being incurred. Management assesses this probability based upon information provided to us by our tax advisers, our legal advisers and similar tax cases. If at a later time our assessment of the probability of these tax contingencies changes, our accrual for such tax uncertainties may increase or decrease. During the fourth quarter of 2020, the Company released a significant portion of the valuation allowance. For further discussion see Note 8 “Income Taxes” in the Notes to the Consolidated Financial Statements in this Annual Report.

The effective tax rate at December 31, 2023 for annual and interim reporting periods could be impacted if uncertain tax positions that are not recognized at December 31, 2023 are settled at an amount which differs from our estimate.

*Contingencies and litigation.* We are currently involved in certain legal proceedings. We estimate a range of liability related to pending litigation where the amount and range of loss can be estimated. We record our estimate of a loss when the loss is considered probable and reasonably estimable. Where a liability is probable and there is a range of estimated loss and no amount in the range is more likely than any other number in the range, we record the minimum estimated liability related to the claim in accordance with FASB ASC Topic 450, *Contingencies*. As additional information becomes available, we assess the potential liability related to our pending litigation and revise our estimates. Revisions in our estimates of potential liability could materially impact our results of operations. See Note 15 of the Notes to Consolidated Financial Statements contained within this Annual Report for a further discussion of our legal proceedings.

#### **Recent Accounting Pronouncements**

See Note 1 of the Notes to Consolidated Financial Statements contained within this Annual Report for a discussion of recent accounting pronouncements.

#### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

##### *Interest Rate and Foreign Currency Risks*

We are exposed to market risk, primarily related to interest rates and foreign currency exchange rates.

*Exposure to market risk for changes in interest rates relates to our outstanding debt.* We are exposed to interest rate risk, primarily through our borrowing activities under the Credit Agreement discussed under “Liquidity and Capital Resources” above. Based on our current outstanding balances, a 1% change in the SOFR would not materially impact our financial position and results of operations. We manage exposure to these risks through our operating and financing activities and, when deemed

appropriate, through the use of derivative financial instruments. Derivative financial instruments are viewed as risk management tools and are not used for speculation or for trading purposes. Derivative financial instruments were contracted with investment grade counterparties to reduce exposure to interest rate risk on our prior credit facilities. Please see Note 17 in the accompanying Consolidated Financial Statements for information on our outstanding derivative financial instruments as of December 31, 2023.

We are also exposed to market risk due to the current phase out of LIBOR and the subsequent replacement with alternative reference rates, including SOFR. Uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR may adversely impact our interest rates and related interest expense. Risks and uncertainties related to the LIBOR phase out are further described in Part I, Item 1A. Risk Factors- "The discontinuance of LIBOR and the replacement of LIBOR with an alternative reference rate may adversely affect our borrowing costs and could impact our business and results of operations."

Exposure to market risk for foreign currency exchange rate risk is related to receipts from customers, payments to suppliers and intercompany loans denominated in foreign currencies. Accordingly, a strengthening of the U.S. dollar ("USD") or a strengthening of certain foreign currencies, such as the Israeli Shekel, will negatively impact revenues and gross margins expressed in consolidated USD terms. For instance, in our Israeli business, we are paid in USD for work performed but our cost of sales (payroll, materials, subcontract costs, etc.) are paid in Israeli Shekel. We currently enter into limited foreign currency forward contracts to manage foreign currency exchange rate risk because exchange rate fluctuations have had, and we expect will have, minimal impact on our operating results and cash flows. Based on our overall foreign currency rate exposure as of December 31, 2023, including the limited derivative financial instruments that we have entered into to manage this risk, a 10% appreciation or depreciation of the USD from its cross-functional rates would not be expected, in the aggregate, to have a material effect on our financial position, results of operations and cash flows in the near-term.

Our cash and cash equivalents as of December 31, 2023 were \$72.8 million and are primarily invested in money market interest bearing accounts. A hypothetical 10% adverse change in the average interest rate on our money market cash investments and short-term investments would have had no material effect on our net income for the year ended December 31, 2023.

#### *Inflation Risk*

Inflation has increased during the period covered by this Annual Report, and is expected to continue to increase for the near future. Inflationary factors, such as increases in the cost of our materials, supplies, and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, we may experience some effect if inflation rates continue to rise. Significant adverse changes in inflation and prices in the future could result in material losses.

#### *Commodity Price Risk Management*

We purchase commodities for use in our manufacturing processes. We typically purchase these commodities at market prices, and as a result are affected by market price fluctuations. We have decided not to hedge these exposures as they are deemed immaterial.

#### **Item 8. Financial Statements and Supplementary Data.**

Our Consolidated Financial Statements and supplementary data required by this item are set forth at the pages indicated in Item 15(a) (1) and 15(a) (2), respectively.

#### **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

#### **Item 9A. Controls and Procedures.**

##### *Disclosure Controls and Procedures*

We maintain disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act, designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such



information is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) and 15d-15(b) promulgated under the Exchange Act, we carried out an evaluation, under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Annual Report. Based on the foregoing, our Principal Executive Officer and Principal Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2023.

#### *Management's Report on Internal Control over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f), designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that internal controls may become inadequate because of changes in conditions, or because the degree of compliance with the policies and procedures may deteriorate.

Under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in the 2013 Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Management concluded that our internal control over financial reporting was effective at the reasonable assurance level as of December 31, 2023.

Our internal control over financial reporting has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing below, which expresses an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2023.

#### *Changes in Internal Control over Financial Reporting*

There were no changes in our internal control over financial accounting and reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during the fourth quarter of the fiscal year ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information.**

(a) On December 15, 2023, the Company entered into a new employment agreement effective January 1, 2024 (the “Fendley Agreement”) with Steven Fendley to continue to serve as President of the Company’s Unmanned Systems Division through December 31, 2026. The Fendley Agreement provides the following principal terms: (i) a base salary of \$400,000; (ii) an opportunity to earn annual incentive compensation in an amount determined at the Company’s discretion; (iii) an opportunity to earn equity incentive grants at the discretion of the Company’s President and Compensation Committee of the Board of Directors; (iv) an opportunity to participate in the Company’s employee benefit plans that are generally made available to the Company’s employees, including but not limited to insurance programs; (v) payment of severance in the event of a termination of employment under certain circumstances and subject to Mr. Fendley’s execution of a customary release of claims agreement; and (v) confidentiality, non-interference, and non-disparagement provisions, which apply during the employee’s employment and for a certain restricted period after termination of employment.

On December 16, 2022, the Company entered into a new employment agreement effective January 1, 2023 (the “Carrai Agreement”) with Phillip Carrai to continue to serve as President of the Company’s Space Training & Cyber Division through December 31, 2025. The Carrai Agreement provides the following principal terms: (i) a base salary of \$450,000; (ii) an opportunity to earn annual incentive compensation in an amount determined at the Company’s discretion; (iii) an opportunity to earn equity incentive grants at the discretion of the Company’s President and Compensation Committee of the Board of Directors; (iv) an opportunity to participate in the Company’s employee benefit plans that are generally made available to the Company’s employees, including but not limited to insurance programs; (v) payment of severance in the event of a termination of employment under certain circumstances and subject to Mr. Carrai’s execution of a customary release of claims agreement; and (v) confidentiality, non-interference, and non-disparagement provisions, which apply during the employee’s employment and for a certain restricted period after termination of employment.

The foregoing description is qualified in its entirety by the Fendley Agreement and Carrai Agreement attached as Exhibits 10.22 and 10.23, respectively, to this Annual Report on Form 10-K.

**(b) Rule 10b5-1 Trading Plans**

During the fiscal quarter ended December 31, 2023, none of our directors or officers (as defined in Rule 16a-1 under the Exchange Act) adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as those terms are defined in Item 408 of Regulation S-K), except as described in the table below:

Name	Title	Action	Applicable Date	Expiration Date	Rule 10b5-1 Trading Arrangement? (Y/N) <sup>(1)</sup>	Aggregated Number of Securities Subject to Trading Arrangement
Marie Mendoza	Senior Vice President and General Counsel	Adopted	12/4/2023	4/11/2025	Y	19,032 <sup>(3)</sup>
Marie Mendoza	Senior Vice President and General Counsel	Terminated	9/12/22	12/4/23	N <sup>(2)</sup>	25,205 <sup>(3)</sup>

<sup>(1)</sup>Denotes whether the trading arrangement is intended to satisfy the affirmative defense of Rule 10b5-1(c).

<sup>(2)</sup>Complied with the then-applicable requirements of Rule 10b5-1(c) when adopted in September 2022.

<sup>(3)</sup>This number represents the maximum number of shares of our common stock that may be sold pursuant to the trading arrangement. The number of shares actually sold will depend on the satisfaction of certain conditions set forth in the trading arrangement.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.**

None.

## PART III

### **Item 10. *Directors, Executive Officers and Corporate Governance.***

The information required by this item is incorporated by reference to our definitive proxy statement filed in connection with our 2024 Annual Meeting of Stockholders or an amendment to this Annual Report to be filed with the SEC within 120 days after the close of our fiscal year ended December 31, 2023.

### **Item 11. *Executive Compensation.***

The information required by this item is incorporated by reference to our definitive proxy statement filed in connection with our 2024 Annual Meeting of Stockholders or an amendment to this Annual Report to be filed with the SEC within 120 days after the close of our fiscal year ended December 31, 2023.

### **Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.***

The information required by this item is incorporated by reference to our definitive proxy statement filed in connection with our 2024 Annual Meeting of Stockholders or an amendment to this Annual Report to be filed with the SEC within 120 days after the close of our fiscal year ended December 31, 2023.

### **Item 13. *Certain Relationships and Related Transactions, and Director Independence.***

The information required by this item is incorporated by reference to our definitive proxy statement filed in connection with our 2024 Annual Meeting of Stockholders or an amendment to this Annual Report to be filed with the SEC within 120 days after the close of our fiscal year ended December 31, 2023.

### **Item 14. *Principal Accountant Fees and Services.***

The information required by this item is incorporated by reference to our definitive proxy statement filed in connection with our 2024 Annual Meeting of Stockholders or an amendment to this Annual Report to be filed with the SEC within 120 days after the close of our fiscal year ended December 31, 2023.

## PART IV

### **Item 15. *Exhibit and Financial Statement Schedules.***

#### **(a)(1) Financial Statements**

The Consolidated Financial Statements of Kratos Defense & Security Solutions, Inc. and Report of Deloitte & Touche LLP, Independent Registered Public Accounting Firm, are included in a separate section of this Annual Report beginning on page F-1.

#### **(a)(2) Financial Statement Schedules**

All schedules have been omitted because they are not applicable or are not required or the information required to be set forth therein is included in the Consolidated Financial Statements or the notes thereto.

#### **(b) Exhibits**

See Item 15(a)(3) above.

**(a) (3) Exhibits**

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed-Furnished Herewith
		Form	Filing Date (File No.)	Exhibit	
2.1	<a href="#">Stock Purchase Agreement, dated February 28, 2018 among Kratos Defense &amp; Security Solutions, Inc., Kratos Public Safety Security Solutions, Inc. and Securitas Electronic Security, Inc.</a>	10-Q	05/10/2018 (001-34460)	2.2	
2.2***	<a href="#">Purchase Agreement, dated February 27, 2019, by and among Kratos Defense &amp; Security Solutions, Inc., Shirley Brostmeyer, ("SB"), Joseph Brostmeyer ("JB"), certain trusts established by SB, JB and members of their immediate family, and JB, as the Sellers Representative.</a>	10-Q	05/08/2019 (001-34460)	2.3	
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Kratos Defense &amp; Security Solutions, Inc., as amended.</a>	10-K	02/27/2017 (001-34460)	3.1	
3.2	<a href="#">Second Amended and Restated Bylaws of Kratos Defense &amp; Security Solutions, Inc., as amended.</a>	10-K	02/27/2017 (001-34460)	3.2	
4.1	<a href="#">Specimen Stock Certificate.</a>	10-K	02/27/2017 (001-34460)	4.1	
4.2	<a href="#">Description of Equity Securities Registered under Section 12 of the Exchange Act.</a>	10-K	02/24/2020 (001-34460)	4.4	
10.1#	<a href="#">Form of Indemnification Agreement by and between Kratos Defense &amp; Security Solutions, Inc. and its directors and executive officers.</a>	10-Q	08/04/2011 (001-34460)	10.8	
10.2#	<a href="#">Amended and Restated 1999 Employee Stock Purchase Plan.</a>	S-8	07/31/2017 (001-34460)	99.1	
10.3#	<a href="#">2005 Equity Incentive Plan.</a>	S-8	08/01/2005 (333-127060)	99.2	
10.4#	<a href="#">Form of Stock Option Agreement pursuant to the 2005 Equity Incentive Plan.</a>	S-8	08/01/2005 (333-127060)	99.1	
10.5#	<a href="#">Form of Restricted Stock Unit Agreement and Form of Notice of Grant of Restricted Stock Units under the 2005 Equity Incentive Plan.</a>	8-K	01/17/2007 (000-27231)	99.3	
10.6#	<a href="#">2011 Equity Incentive Plan.</a>	DEF 14A	04/15/2011 (001-34460)	n/a	
10.7#	<a href="#">Form of Notice of Grant of Restricted Stock Units and Restricted Stock Unit Award Agreement pursuant to the 2011 Equity Incentive Plan.</a>	8-K	11/18/2011 (001-34460)	10.2	
10.8#	<a href="#">2014 Equity Incentive Plan.</a>	8-K	06/05/2020 (001-34460)	10.1	
10.9#	<a href="#">Form of Restricted Stock Unit Grant &amp; Notice and Form of Restricted Stock Unit Award Agreement pursuant to the 2014 Equity Incentive Plan.</a>	10-K	02/24/2020 (01-34460)	10.15	
10.10#	<a href="#">Second Amended and Restated Executive Employment Agreement, dated as of August 4, 2011, by and between Kratos Defense &amp; Security Solutions, Inc. and Eric DeMarco.</a>	10-Q	08/04/2011 (001-34460)	10.3	

10.11#	<a href="#"><u>Second Amended and Restated Severance and Change of Control Agreement, dated as of August 4, 2011, by and between Kratos Defense &amp; Security Solutions, Inc. and Deanna Lund.</u></a>	10-Q	08/04/2011 (001-34460)	10.4
10.12	<a href="#"><u>Amended and Restated Credit and Security Agreement, dated as of November 20, 2017, among Kratos Defense &amp; Security Solutions, Inc., as Borrower, the lenders named therein, SunTrust Bank, as Agent, and SunTrust Robinson Humphrey, Inc., as Lead Arranger and Sole Book Runner.</u></a>	8-K	11/21/2017 (001-34460)	10.1
10.13	<a href="#"><u>First Amendment to Amended and Restated Credit and Security Agreement, dated June 11, 2018, among Kratos Defense &amp; Security Solutions, Inc., as Borrower, each of the Credit Parties and Required Lenders party thereto and SunTrust Bank as Agent.</u></a>	8-K	06/13/2018 (001-34460)	10.1
10.14	<a href="#"><u>Office Lease, dated as of May 1, 2017, by and between Kratos Defense &amp; Security Solutions, Inc. and TPP 212 Scripps, LLC.</u></a>	10-Q	05/04/2017 (001-34460)	10.2
10.15	<a href="#"><u>Exchange Agreement, dated February 27, 2019, by and among Kratos Defense &amp; Security Solutions, Inc., FTT CORE, LLC, Florida Turbine Technologies, Inc., Shirley Brostmeyer ("SB"), Joseph Brostmeyer ("JB"), and certain trusts established by SB, JB and members of their immediate family and JB, as the Sellers Representative.</u></a>	10-Q	05/08/2019 (001-34460)	10.2
10.16	<a href="#"><u>Amended and Restated Lease Agreement, dated as of December 20, 2019, by and between STORE Capital Acquisitions, LLC and Kratos RT Logic, Inc.</u></a>	10-K	02/22/2022 (001-34460)	10.18
10.17	<a href="#"><u>First Amendment to Exchange Agreement, dated as of February 18, 2022, by and among Kratos Defense &amp; Security Solutions, Inc., FTT CORE, LLC, Florida Turbine Technologies, Inc., Shirley Brostmeyer ("SB"), Joseph Brostmeyer ("JB"), and certain trusts established by SB, JB and members of their immediate family and JB, as the Sellers Representative.</u></a>	10-K	02/22/2022 (001-34460)	10.19
10.18	<a href="#"><u>Credit Agreement, dated as of February 18, 2022, among Kratos Defense and Security Solutions, Inc., as Borrower, the lenders from time to time party hereto, and Truist Bank, as Administrative Agent.</u></a>	8-K	02/22/2022 (001-34460)	10.1
10.19	<a href="#"><u>Equity Purchase Agreement, date as of June 13, 2022, by and among Kratos Defense &amp; Security Solutions, Inc., Joseph Brostmeyer ("JB"), Shirley Brostmeyer ("SB"), and certain trusts established by JB, SB and members of their immediate family, as Sellers.</u></a>	10-Q	08/04/2022 (001-34460)	10.1
10.20	<a href="#"><u>Kratos Defense &amp; Security Solutions, Inc. 2023 Equity Incentive Plan</u></a>	S-8	05/24/2023 (333-272172)	99.1
10.21	<a href="#"><u>Kratos Defense &amp; Security Solutions, Inc. 2023 Employee Stock Purchase Plan</u></a>	S-8	05/24/2023 (333-272172)	99.2
10.22	<a href="#"><u>Employment Agreement, effective January 1, 2023 by and between Kratos Defense and Security Systems, Inc. and Phil Carrai.</u></a>			*
10.23	<a href="#"><u>Employment Agreement, effective January 1, 2024 by and between Kratos Defense and Security Systems, Inc. and Steve Fendley.</u></a>			*

21.1	<a href="#">List of Subsidiaries.</a>	*
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>	*
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.</a>	*
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002.</a>	*
32.1	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Eric M. DeMarco.</a>	**
32.2	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Deanna Lund.</a>	**
97	<a href="#">Kratos Defense &amp; Security Solutions, Inc. Compensation Recovery Policy</a>	*
101.INS	<a href="#">Inline 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</a>	*
101.SCH	<a href="#">Inline XBRL Taxonomy Extension Schema Document</a>	*
101.CAL	<a href="#">Inline XBRL Taxonomy Extension Calculation Linkbase Document</a>	*
101.DEF	<a href="#">Inline XBRL Taxonomy Extension Definition Linkbase Document</a>	*
101.LAB	<a href="#">Inline XBRL Taxonomy Extension Label Linkbase Document</a>	*
101.PRE	<a href="#">Inline XBRL Taxonomy Extension Presentation Linkbase Document</a>	*
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)	*

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\* Filed herewith.

\*\* This certification is deemed not filed for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

\*\*\* Certain confidential information contained in this Exhibit has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

# Management contract or compensatory plan or arrangement.

**(c) Financial Statement Schedules**

See Item 15(a)(2) above.

**Item 16. Form 10-K Summary.**

None.





**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**  
**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**

<a href="#">Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)</a>	<a href="#">F-2</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2023 and December 25, 2022</a>	<a href="#">F-4</a>
<a href="#">Consolidated Statements of Operations for the Years Ended December 31, 2023, December 25, 2022, and December 26, 2021</a>	<a href="#">F-5</a>
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<a href="#">Consolidated Statements of Cash Flows for the Years Ended December 31, 2023, December 25, 2022, and December 26, 2021</a>	<a href="#">F-8</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">F-9</a>

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Kratos Defense & Security Solutions, Inc.

### Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Kratos Defense & Security Solutions, Inc. and subsidiaries (the "Company") as of December 31, 2023 and December 25, 2022, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows, for each of the three fiscal years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

### Basis for Opinions

The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

**Cost Estimates for Fixed-Price Contracts - Refer to Note 1 to the consolidated financial statements**

*Critical Audit Matter Description*

The Company recognizes revenue over time using the cost-to-cost method (cost incurred relative to total estimated cost at completion) for most of its fixed-price contracts. Management must make various assumptions and estimates regarding technical, schedule and cost aspects of these contracts to develop estimates of cost at completion. A significant change in cost estimates could affect the overall profitability and timing of revenue recognition related to one or more of its fixed-price contracts.

Given the complexity of certain fixed-price contracts at the Company, the limited amount of historical activity in certain instances, and significant judgment and estimates necessary to estimate future costs and margin at completion, auditing these estimates involved especially subjective judgment.

*How the Critical Audit Matter Was Addressed in the Audit*

Our auditing procedures related to the cost estimates for fixed-price contracts included the following:

- We tested the effectiveness of internal controls over the development of cost estimates, including the underlying assumptions and key inputs into the development of the estimated cost at completion.
- We selected certain contracts for testing and performed the following procedures:
  - Tested management's identification of distinct performance obligations by evaluating whether the underlying goods and services were highly interdependent and interrelated.
  - Evaluated the reasonableness of management's estimates of cost at completion to actual costs and profits of similar previously completed contracts, when applicable.
  - Performed inquiries of the Company's project managers and others directly involved with the contracts to evaluate project status and project challenges, which may affect total estimated costs to complete.
- We performed retrospective reviews on selected contracts, comparing actual performance to estimated performance, when evaluating management's ability to estimate costs.

**Goodwill Impairment Analysis — Refer to Note 3 to the consolidated financial statements**

*Critical Audit Matter Description*

The goodwill balance at December 31, 2023 was \$569.1 million which is allocated among various reporting units.

The Company tests goodwill for impairment by first performing a qualitative assessment for each of its reporting units. If based on its qualitative assessment management determines it is not more likely than not that the fair value of a reporting unit exceeds its carrying value, a quantitative assessment is then performed. For a reporting unit where a quantitative assessment is performed, the identification and measurement of impairment involves the estimation of the fair value of the reporting unit. As part of its quantitative assessment, the Company estimates the fair value of the reporting unit based on a comparison and weighting of the income approach, specifically the discounted cash flow method, and the market approach.

Given the significant judgments made by management to estimate the fair value of each reporting unit that requires a quantitative assessment, including management's judgments in forecasting future revenue, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions required a high degree of auditor judgment and an increased extent of effort.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to the determination of forecasts of future revenue used by management to estimate the fair value included the following, among others:

- We tested the effectiveness of internal controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the reporting units in situations where a quantitative assessment was performed. Such internal controls included controls over management's determination of forecasts of future revenue.
- We evaluated management's ability to accurately forecast future revenue by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's revenue forecasts by comparing the forecasts to (1) the historical operating results of the Company, (2) internal communications to management and the board of directors, (3) external communications made by management to analysts and investors, and (4) industry reports.

/s/ Deloitte & Touche LLP

San Diego, CA  
February 13, 2024

We have served as the Company's auditor since 2013.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**December 31, 2023 and December 25, 2022**  
(in millions, except par value and number of shares)

	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 72.8	\$ 81.3
Accounts receivable, net	128.8	105.7
Unbilled receivables, net	200.4	222.8
Inventoried costs	156.2	125.5
Prepaid expenses	16.0	11.9
Other current assets	20.0	35.4
Total current assets	594.2	582.6
Property, plant and equipment, net	243.6	213.1
Operating lease right-of-use assets	45.7	47.4
Goodwill	569.1	558.2
Intangible assets, net	62.4	55.2
Other assets	117.5	95.0
Total assets	\$ 1,632.5	\$ 1,551.5
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 63.1	\$ 57.3
Accrued expenses	35.4	33.8
Accrued compensation	64.7	52.2
Accrued interest	1.7	1.5
Billings in excess of costs and earnings on uncompleted contracts	101.8	62.1
Current portion of operating lease liabilities	12.1	10.8
Other current liabilities	12.8	15.6
Current liabilities of discontinued operations	0.9	0.9
Total current liabilities	292.5	234.2
Long-term debt	219.3	250.2
Operating lease liabilities, net of current portion	37.8	40.8
Other long-term liabilities	83.3	77.4
Long-term liabilities of discontinued operations	1.1	1.4
Total liabilities	634.0	604.0
Commitments and contingencies (Note 15)		
Redeemable noncontrolling interest	22.5	11.2
Stockholders' equity:		
Preferred stock, \$0.001 par value, 5,000,000 authorized, 0 shares outstanding at December 31, 2023 and December 25, 2022	—	—
Common stock, \$0.001 par value, 195,000,000 shares authorized; 129,286,964 and 125,985,306 shares issued and outstanding at December 31, 2023 and December 25, 2022, respectively	—	—
Additional paid-in capital	1,654.5	1,608.4
Accumulated other comprehensive income (loss)	1.7	(0.8)
Accumulated deficit	(680.2)	(671.3)
Total stockholders' equity	976.0	936.3
Total liabilities and stockholders' equity	\$ 1,632.5	\$ 1,551.5

The accompanying notes are an integral part of these Consolidated Financial Statements.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
Years ended December 31, 2023, December 25, 2022, and December 26, 2021  
(in millions, except per share amounts)

	2023	2022	2021
Service revenues	\$ 402.6	\$ 325.2	\$ 219.4
Product sales	634.5	573.1	592.1
Total revenues	1,037.1	898.3	811.5
Cost of service revenues	303.2	239.0	156.2
Cost of product sales	465.3	433.3	430.2
Total costs	768.5	672.3	586.4
Gross profit	268.6	226.0	225.1
Selling, general and administrative expenses	197.8	182.5	160.2
Merger and acquisition related items	0.4	0.7	1.8
Research and development expenses	38.4	38.6	35.2
Restructuring expenses and other	0.9	6.8	—
Operating income (loss)	31.1	(2.6)	27.9
Other expense:			
Interest expense, net	(20.5)	(17.7)	(23.4)
Loss on extinguishment of debt	—	(13.0)	—
Other income (expense), net	0.5	0.6	(0.1)
Total other expense, net	(20.0)	(30.1)	(23.5)
Income (loss) from continuing operations before income taxes	11.1	(32.7)	4.4
Provision for income taxes from continuing operations	8.9	1.4	3.9
Income (loss) from continuing operations	2.2	(34.1)	0.5
Discontinued operations			
Loss from operations of discontinued component	—	(0.3)	(2.3)
Income tax benefit	(0.2)	(1.2)	(0.2)
Income (loss) from discontinued operations	0.2	0.9	(2.1)
Net income (loss)	\$ 2.4	\$ (33.2)	\$ (1.6)
Less: Net income attributable to noncontrolling interest	11.3	3.7	0.4
Net loss attributable to Kratos	\$ (8.9)	\$ (36.9)	\$ (2.0)
Basic income (loss) per common share attributable to Kratos:			
Income (loss) from continuing operations	\$ (0.07)	\$ (0.30)	\$ 0.00
Income (loss) from discontinued operations	0.00	0.01	(0.02)
Net loss per common share	\$ (0.07)	\$ (0.29)	\$ (0.02)
Diluted income (loss) per common share attributable to Kratos:			
Income (loss) from continuing operations	\$ (0.07)	\$ (0.30)	\$ 0.00
Income (loss) from discontinued operations	0.00	0.01	(0.02)
Net loss per common share	\$ (0.07)	\$ (0.29)	\$ (0.02)
Weighted average common shares outstanding:			
Basic	130.4	126.7	124.6
Diluted	130.4	126.7	128.0

The accompanying notes are an integral part of these Consolidated Financial Statements.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
Years ended December 31, 2023, December 25, 2022, and December 26, 2021  
(in millions, except per share amounts)

	2023	2022	2021
Net income (loss)	\$ 2.4	\$ (33.2)	\$ (1.6)
Other comprehensive loss:			
Change in unrealized cash flow hedge (net of taxes of \$0.2 million, at December 31, 2023).	0.7	—	—
Change in cumulative translation adjustment	1.9	(2.3)	(0.8)
Postretirement benefit reserve adjustment net of tax income (expense)	(0.1)	0.9	—
Other comprehensive income (loss), net of tax	2.5	(1.4)	(0.8)
Comprehensive income (loss)	4.9	(34.6)	(2.4)
Less: Comprehensive income attributable to noncontrolling interest	11.3	3.7	0.4
Comprehensive loss attributable to Kratos	\$ (6.4)	\$ (38.3)	\$ (2.8)

The accompanying notes are an integral part of these Consolidated Financial Statements.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
Years ended December 31, 2023, December 25, 2022, and December 26, 2021  
(in millions)

	Redeemable Noncontrolling Interest	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
		Shares	Amounts				
<b>Balance, December 27, 2020</b>	\$ 14.8	123.0	\$ —	\$ 1,556.3	\$ 1.4	\$ (632.4)	\$ 925.3
Stock-based compensation	—	—	—	25.8	—	—	25.8
Issuance of common stock for employee stock purchase plan, options and warrants	—	0.4	—	5.9	—	—	5.9
Restricted stock issued and related taxes	—	0.6	—	(9.1)	—	—	(9.1)
Net income (loss)	0.4	—	—	—	—	(2.0)	(2.0)
Other comprehensive loss, net of tax	—	—	—	—	(0.8)	—	(0.8)
<b>Balance, December 26, 2021</b>	15.2	124.0	—	1,578.9	0.6	(634.4)	945.1
Stock-based compensation	—	—	—	26.3	—	—	26.3
Issuance of common stock for employee stock purchase plan, options and warrants	—	0.5	—	6.2	—	—	6.2
Restricted stock issued and related taxes	—	1.0	—	(12.5)	—	—	(12.5)
Issuance of common stock	—	0.3	—	5.0	—	—	5.0
Net income (loss)	3.7	—	—	—	—	(36.9)	(36.9)
Other comprehensive loss, net of tax	—	—	—	—	(1.4)	—	(1.4)
Acquisition of noncontrolling interest	(7.7)	0.2	—	4.5	—	—	4.5
<b>Balance, December 25, 2022</b>	11.2	126.0	—	1,608.4	(0.8)	(671.3)	936.3
Stock-based compensation	—	—	—	25.3	—	—	25.3
Issuance of common stock for employee stock purchase plan, options and warrants	—	0.8	—	6.5	—	—	6.5
Restricted stock issued and related taxes	—	0.7	—	(3.7)	—	—	(3.7)
Issuance of common stock for acquisitions	—	1.0	—	14.8	—	—	14.8
Gain on interest rate swap contract	—	—	—	—	0.7	—	0.7
Net income (loss)	11.3	—	—	—	—	(8.9)	(8.9)
Other comprehensive income, net of tax	—	—	—	—	1.8	—	1.8
Acquisition of noncontrolling interest	—	0.8	—	3.2	—	—	3.2
<b>Balance, December 31, 2023</b>	\$ 22.5	129.3	\$ —	\$ 1,654.5	\$ 1.7	\$ (680.2)	\$ 976.0

The accompanying notes are an integral part of these Consolidated Financial Statements.

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**Years ended December 31, 2023, December 25, 2022, and December 26, 2021**  
**(in millions)**

	2023	2022	2021
<b>Operating activities:</b>			
Net income (loss)	\$ 2.4	\$ (33.2)	\$ (1.6)
Income (loss) from discontinued operations	0.2	0.9	(2.1)
Income (loss) from continuing operations	2.2	(34.1)	0.5
Adjustments to reconcile income (loss) from continuing operations to net cash provided by (used in) operating activities from continuing operations:			
Depreciation and amortization	33.2	30.5	25.7
Deferred income taxes	2.5	(3.1)	(0.4)
Amortization of lease right-of-use assets	11.5	10.4	9.0
Stock-based compensation	25.3	26.3	25.8
Loss on extinguishment of debt	—	13.0	—
Amortization of deferred financing costs	0.7	0.8	1.0
Provision (recovery) of doubtful accounts	1.0	—	(0.2)
Litigation settlement charges	—	5.5	—
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable	(13.1)	(4.9)	2.6
Unbilled receivables	14.4	(22.4)	(15.7)
Inventoried costs	(29.6)	(23.8)	(5.3)
Prepaid expenses	(3.9)	(1.9)	2.4
Other assets	(12.3)	(18.7)	(6.9)
Operating lease liabilities	(11.4)	(10.5)	(9.3)
Accounts payable	4.4	4.5	(5.3)
Accrued expenses	1.4	5.6	(7.4)
Accrued compensation	12.4	0.8	(1.3)
Accrued interest	0.2	0.1	(0.1)
Billings in excess of costs and earnings on uncompleted contracts	28.4	2.7	24.1
Income tax receivable and payable	(0.5)	0.1	1.4
Other liabilities	(1.6)	(6.5)	(5.3)
Net cash provided by (used in) operating activities from continuing operations	65.2	(25.6)	35.3
<b>Investing activities:</b>			
Cash paid for acquisitions, net of cash acquired	0.3	(132.2)	(12.3)
Proceeds from sale of assets	8.3	0.2	2.2
Proceeds from insurance	—	—	4.5
Capital expenditures	(52.4)	(45.4)	(46.5)
Net cash used in investing activities from continuing operations	(43.8)	(177.4)	(52.1)
<b>Financing activities:</b>			
Proceeds from the issuance of long-term debt	—	200.0	—
Borrowing under credit facility	69.0	100.0	—
Redemption of Senior Secured Notes	—	(309.8)	—
Repayment under credit facility, term loan and other debt	(101.0)	(42.5)	(5.1)
Payments of employee taxes withheld from share-based awards	(3.7)	(12.5)	(9.1)
Debt issuance costs	—	(3.3)	—
Payments under finance leases	(1.5)	(1.4)	(1.0)
Proceeds from shares issued under equity plans	6.5	6.2	5.9
Net cash used in financing activities from continuing operations	(30.7)	(63.3)	(9.3)
Net cash used in continuing operations	(9.3)	(266.3)	(26.1)
Net operating cash flows of discontinued operations	—	(0.1)	(4.5)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	0.8	(1.7)	(1.5)
Net decrease in cash, cash equivalents and restricted cash	(8.5)	(268.1)	(32.1)
Cash, cash equivalents and restricted cash at beginning of year	81.3	349.4	381.5
Cash, cash equivalents and restricted cash at end of year	\$ 72.8	\$ 81.3	\$ 349.4
<b>Supplemental disclosure of cash flow information:</b>			
Cash paid during the year for interest	\$ 19.6	\$ 13.7	\$ 19.9
Net cash paid during the year for income taxes	\$ 6.5	\$ 4.4	\$ 2.0
<b>Non-cash financing and investing activities:</b>			
Financing lease obligation incurred	\$ 6.9	\$ 9.1	\$ 5.8
Capital expenditures included in accounts payable and accrued expenses	\$ 0.6	\$ 2.7	\$ 3.0
Common stock issuance for purchase of noncontrolling interests	\$ 10.7	\$ 2.7	\$ —
Common stock issuance for acquisition	\$ 14.8	\$ 5.0	\$ —

The accompanying notes are an integral part of these Consolidated Financial Statements.



**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1. Organization and Summary of Significant Accounting Policies**

**(a) Description of Business**

Kratos is technology, products, system and software company addressing the defense, national security, and commercial markets. Kratos makes true internally funded research, development, capital and other investments, to rapidly develop, produce and field solutions that address our customers' mission critical needs and requirements. At Kratos, affordability is a technology, and the Company seeks to utilize proven, leading edge approaches and technology, not unproven bleeding edge approaches or technology, with Kratos' approach designed to reduce cost, schedule and risk, and enable the Company to be first to market with cost effective solutions. Kratos believes that it is known as the innovative disruptive change agent in the industry, a company that is an expert in designing products and systems up front for successful rapid, large quantity, low cost future manufacturing which is a value add competitive differentiator for the Company's large traditional prime system integrator partners and also to the Company's government and commercial customers. Kratos intends to pursue program and contract opportunities as the prime or lead contractor when we believe that our probability of win is high and any investment required by Kratos is within our capital resource comfort level. Kratos intends to partner and team with a large, traditional system integrator when our assessment of probability of win is greater or required investment is beyond Kratos' comfort level. Kratos' primary business areas include, virtualized ground systems for satellites and space vehicles including software for command & control (C2) and telemetry, tracking and control (TT&C), jet powered unmanned aerial drone systems, hypersonic vehicles and rocket systems, propulsion systems for drones, missiles, loitering munitions, supersonic systems, space craft and launch systems, CSISR and microwave electronic products for missile, radar, missile defense, space, satellite, counter UAS, directed energy, communication and other systems, and virtual & augmented reality training systems for the warfighter.

The Company conducts most of its business with the U.S. Government (which includes foreign military sales) and performs work as the prime contractor, subcontractor, or preferred supplier. The Company also conducts business with local, state, and foreign governments and domestic and international commercial customers.

The Company operates in two reportable segments. The Kratos Government Solutions ("KGS") reportable segment is comprised of an aggregation of KGS operating segments, including its microwave electronic products, space, satellite, training and cybersecurity, CSISR/modular systems, turbine technologies and defense and rocket support services operating segments. The Unmanned Systems ("US") reportable segment consists of its unmanned aerial system and unmanned ground and seaborne system products. The Public Safety & Security ("PSS") reportable segment (which was divested in June 2018 and has been classified as discontinued operations - see Note 9 of these Notes to Consolidated Financial Statements) previously provided independent integrated solutions for advanced homeland security, public safety, critical infrastructure, and security and surveillance systems for government and commercial applications.

The Company organizes its operating segments based primarily on the nature of the products, solutions and services offered. Transactions between segments are negotiated and accounted for under terms and conditions similar to other government and commercial contracts, and these intercompany transactions are eliminated in consolidation. For additional information regarding the Company's operating segments, see Note 14 of these Notes to Consolidated Financial Statements.

**(b) Principles of Consolidation and Basis of Presentation**

The consolidated financial statements include the accounts of Kratos and its majority owned subsidiaries, for which all intercompany transactions have been eliminated in consolidation.

**(c) Fiscal Year**

The Company has a 52/53 week fiscal year ending on the last Sunday of the calendar year, with interim fiscal periods ending on the last Sunday of each calendar quarter. There were 53 calendar weeks in the fiscal years ending on December 31, 2023, and 52 calendar weeks in the fiscal years ending on December 25, 2022 and December 26, 2021.

**(d) Use of Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the U.S. ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and

liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Such estimates include revenue recognition, valuation of long-lived assets including identifiable intangibles and goodwill, accounting for income taxes including the related valuation allowance on the deferred tax asset and uncertain tax positions, contingencies and litigation, contingent acquisition consideration, and stock-based compensation. In the future, the Company may realize actual results that differ from the current reported estimates and if the estimates that the Company has used change in the future, such changes could have a material impact on the Company's consolidated financial position, results of operations and cash flows.

#### **(e) Revenue Recognition**

Effective January 1, 2018, the Company adopted the Financial Accounting Standards Board ("FASB") ASU 2014-09, *Revenue from Contracts with Customers*, and the related amendments, which are codified into Accounting Standards Codification ("ASC") 606 ("ASC 606").

To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligation(s) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. Once the contract is identified and determined to be within the scope of ASC 606, the Company assesses the goods or services promised within each contract and determines those that are performance obligations, and assesses whether each promised good or service is distinct. The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account under ASC 606. The majority of the Company's contracts have a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using the best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected-cost-plus-margin approach, under which the Company forecasts the expected costs of satisfying a performance obligation and then adds an appropriate margin for that distinct good or service.

For the majority of contracts, the Company satisfies the underlying performance obligations over time as the customer obtains control or receives benefits as work is performed on the contract. The Company generally recognizes revenue over time as work is performed on long-term contracts because of continuous transfer of control to the customer. For U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay for costs incurred plus a reasonable profit and take control of any work in process. Similarly, for non-U.S. government contracts, the customer typically controls the work in process as evidenced either by contractual termination clauses or by our rights to payment of the transaction price associated with work performed to date on products or services that do not have an alternative use to the Company. As a result, under ASC 606 revenue is recognized over time using the cost-to-cost method (cost incurred relative to total estimated cost at completion).

#### ***Remaining Performance Obligations***

Revenues from remaining performance obligations are calculated as the dollar value of the remaining performance obligations on executed contracts. On December 31, 2023, the Company had approximately \$1,243.9 million of remaining performance obligations. The Company expects to recognize approximately 65.0% of the remaining performance obligations as revenue in 2024, an additional 14.0% in 2025, and the balance thereafter.

#### ***Contract Estimates***

Due to the nature of the work required to be performed on many performance obligations, the estimation of total cost at completion is complex, subject to many variables and requires significant judgment. On a quarterly basis, the Company conducts its contract cost Estimate at Completion ("EAC") process by reviewing the progress and execution of outstanding performance obligations within its contracts. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule, identified risks and opportunities and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the schedule (e.g., the number and type of milestone events), technical requirements (e.g., a newly-developed product versus a mature product) and other contract requirements. Management must

make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, the length of time to complete the performance obligation (e.g., to estimate increases in wages and prices for materials and related support cost allocations), execution by subcontractors, the availability and timing of funding from customers and overhead cost rates, among other variables.

In addition, certain of the Company's long-term contracts contain award fees, incentive fees, or other provisions that can either increase or decrease the transaction price. These variable amounts generally are awarded upon achievement of certain performance metrics, program milestones or cost targets and can be based upon customer discretion. Variable consideration is estimated at the most likely amount to which the Company is expected to be entitled. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the Company's anticipated performance and all information (historical, current and forecasted) that is reasonably available.

Contracts are often modified to account for changes in contract specifications and requirements. Contract modifications are considered to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of the Company's contract modifications are for goods or services that are not distinct from the existing contract due to the significant integration service provided in the context of the contract and are accounted for as if they were part of that existing contract. The effect of a contract modification on the transaction price, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

As a result of the EAC process, any quarterly adjustments to revenues, cost of sales, and the related impact to operating income are recognized as necessary in the period they become known. These adjustments may result from positive program performance, and may result in an increase in operating income during the performance of individual performance obligations, if it is determined the Company will be successful in mitigating risks surrounding the technical, schedule and cost aspects of those performance obligations or realizing related opportunities. Likewise, these adjustments may result in a decrease in operating income if it is determined the Company will not be successful in mitigating these risks or realizing related opportunities. Changes in estimates of net sales, cost of sales and the related impact to operating income are recognized quarterly on a cumulative catch-up basis, which recognizes in the current period the cumulative effect of the changes on current and prior periods. A significant change in one or more of these estimates could affect the profitability of one or more of the Company's contracts. When estimates of total costs to be incurred on a performance obligation exceed total estimates of revenue to be earned, a provision for the entire loss on the performance obligation is recognized in the period the loss is determined. For the year ended December 26, 2021 the Company recorded a \$6.9 million favorable EAC adjustment on one of its long-term government contracts. No other cumulative catch-up adjustment on any one contract was material to the Company's consolidated financial statements for the years ended December 31, 2023, December 25, 2022 and December 26, 2021. Likewise, other than the impact of the adjustment for the one contract in the year ended December 26, 2021, total cumulative catch-up adjustments were not material for the years ended December 31, 2023, December 25, 2022 and December 26, 2021. As of December 31, 2023 and December 25, 2022, accrued expenses included the accrual for losses on contracts of \$2.0 million and \$1.2 million, respectively.

#### ***Contract Assets and Liabilities***

For each of the Company's contracts, the timing of revenue recognition, customer billings, and cash collections results in a net contract asset or liability at the end of each reporting period. Fixed-price contracts are typically billed to the customer either using progress payments, whereby amounts are billed monthly as costs are incurred or work is completed, or performance based payments, which are based upon the achievement of specific, measurable events or accomplishments defined and valued at contract inception. Cost-type contracts are typically billed to the customer on a monthly or semi-monthly basis.

Contract assets consist of unbilled receivables, primarily related to long-term contracts where revenue recognized under the cost-to-cost method exceeds amounts billed to customers. Unbilled receivables are classified as current assets and, in accordance with industry practice, include amounts that may be billed and collected beyond one year due to the long term nature of many of the Company's contracts. Accumulated contract costs in unbilled receivables include direct production costs, factory and engineering overhead, production tooling costs, and, for government contracts, recovery of allowable general and administrative expenses. Unbilled receivables also include certain estimates of variable consideration described above. The Company's contracts that give rise to contract assets are not considered to include a significant financing component as the payment terms are intended to protect the customer in the event the Company does not perform on its obligations under the contract.

Contract liabilities include advance payments and billings in excess of revenue recognized. Certain customers make advance payments prior to the satisfaction of the Company's performance obligations on the contract. These amounts are recorded as contract liabilities until such performance obligations are satisfied, either over time as costs are incurred or at a point in time when deliveries are made. The Company's contracts that give rise to contract liabilities do not include a significant financing component as the underlying advance payments received are generally utilized to pay for contract costs within a one-year period or are used to ensure the customer meets contractual requirements.

Net contract assets and liabilities are as follows (in millions):

	December 31, 2023	December 25, 2022	Net Change
Contract assets	\$ 200.4	\$ 222.8	\$ (22.4)
Contract liabilities	\$ 101.8	\$ 62.1	\$ 39.7
Net contract assets	\$ 98.6	\$ 160.7	\$ (62.1)

The change in the balances of the Company's contract assets and liabilities primarily results from timing differences between revenue recognition and customer billings and/or payments. Contract assets decreased \$22.4 million during the year ended December 31, 2023, primarily due to lower unbilled receivables. There were no significant impairment losses related to any receivables or contract assets arising from the Company's contracts with customers during the year ended December 31, 2023. Contract liabilities increased \$39.7 million during the year ended December 31, 2023, primarily due to payments received in excess of revenue recognized on these performance obligations. For the years ended December 31, 2023 and December 25, 2022, the Company recognized revenue of \$48.1 million and \$47.5 million, respectively, that was previously included in the beginning balance of contract liabilities.

In November 2019, a large training solutions program was terminated for convenience ("T for C") by the customer. Under a T for C, a contractor is entitled to seek specified costs through a termination settlement process including (1) the contract price for completed supplies and services accepted by the government but not previously paid for; (2) the cost incurred in the performance of work terminated plus a reasonable profit on those costs; and (3) its costs incurred in settling with subcontractors and preparing and settling the termination proposal. Under a T for C, the Company would not be able to collect the total withheld amounts until the settlement terms of the T for C have been negotiated and agreed to with the customer. In March 2022, the Company and the customer agreed to a settlement of \$6.0 million for a portion of the amounts outstanding on this project, which was collected in July 2022. At December 31, 2023, approximately \$4.8 million in unbilled receivables was outstanding on this project, which is subject to negotiation and settlement with the customer.

The Company was also in dispute with an international customer in the Unmanned Systems (US) segment concerning the completion of certain system requirements and certain contractual milestones related to a contract the Company acquired with the acquisition of CEi in 2012. On June 30, 2022, the parties entered into a settlement agreement to resolve their dispute and to settle all claims and counterclaims. The Company has recorded a \$5.5 million litigation settlement charge included in restructuring expenses and other in the year ended December 25, 2022. In the year ended December 25, 2022, the Company paid approximately \$3.7 million related to the settlement agreement. The Company has implemented all terms of the settlement agreement and the dispute is fully resolved effective July 2023.

### Disaggregation of Revenue

The following series of tables presents the Company's revenue disaggregated by several categories. For the majority of contracts, revenue is recognized over time as work is performed on the contract. Revenue by contract type was as follows (in millions):

	Year Ended December 31, 2023	Year Ended December 25, 2022
<b>Kratos Government Solutions</b>		
Fixed price	\$ 566.3	\$ 476.1
Cost plus fee	209.5	158.4
Time and materials	49.1	42.1
<b>Total Kratos Government Solutions</b>	<b>824.9</b>	<b>676.6</b>
<b>Unmanned Systems</b>		
Fixed price	160.9	156.6
Cost plus fee	41.9	59.1
Time and materials	9.4	6.0
<b>Total Unmanned Systems</b>	<b>212.2</b>	<b>221.7</b>
<b>Total Revenues</b>	<b>\$ 1,037.1</b>	<b>\$ 898.3</b>

Revenue by customer was as follows (in millions):

	Year Ended December 31, 2023	Year Ended December 25, 2022
<b>Kratos Government Solutions</b>		
U.S. Government <sup>(1)</sup>	\$ 512.5	\$ 420.4
International <sup>(2)</sup>	192.8	157.5
U.S. Commercial and other customers	119.6	98.7
<b>Total Kratos Government Solutions</b>	<b>824.9</b>	<b>676.6</b>
<b>Unmanned Systems</b>		
U.S. Government <sup>(1)</sup>	200.2	203.3
International <sup>(2)</sup>	9.2	15.6
U.S. Commercial and other customers	2.8	2.8
<b>Total Unmanned Systems</b>	<b>212.2</b>	<b>221.7</b>
<b>Total Revenues</b>	<b>\$ 1,037.1</b>	<b>\$ 898.3</b>

<sup>(1)</sup> Sales to the U.S. Government include sales from contracts for which the Company is the prime contractor, as well as those for which the Company is a subcontractor and the ultimate customer is the U.S. Government. Each of the Company's segments derives substantial revenue from the U.S. Government. These sales include foreign military sales contracted through the U.S. Government.

<sup>(2)</sup> International sales include sales from contracts for which the Company is the prime contractor, as well as those for which the Company is a subcontractor and the ultimate customer is an international customer. These sales include direct sales with governments outside the U.S. and commercial sales with customers outside the U.S.

For federal contracts, the Company follows U.S. Government procurement and accounting standards in assessing the allowability and the allocability of costs to contracts. Recurring evaluations of contract cost, scheduling and technical matters are performed by management. Costs incurred and allocated to contracts with the U.S. Government are scrutinized for compliance with regulatory standards by the Company's personnel, and are subject to audit by the Defense Contract Audit Agency ("DCAA").

From time to time, the Company may proceed with work based on customer direction prior to the completion and signing of formal contract documents. The Company has a formal review process for approving any such work. Revenue associated with such work is recognized only when the criteria to establish a contract under ASC 606 are met and the obligations under the contract are legally enforceable. As of December 31, 2023 and December 25, 2022, approximately

\$13.0 million and \$12.2 million, respectively, of the Company's unbilled accounts receivable balance were under an authorization to proceed or work order from its customers where a formal purchase order had not yet been received.

**(f) Inventoried costs**

Inventoried costs are stated at the lower of cost or estimated net realizable value. Cost is determined using the average cost or first-in, first-out methods and the applicable method is applied consistently within an operating entity. The Company capitalizes labor, material, subcontractor and overhead costs as work-in-process for contracts where control has not yet passed to the customer. In addition, the Company capitalizes costs incurred to fulfill a contract in advance of contract award in inventories as work-in-process if it is determined that contract award is probable. Pursuant to contract provisions of U.S. Government contracts, such customers may have title to, or a security interest in inventories related to such contracts as a result of advances, performance-based payments, and progress payments.

The Company regularly reviews inventory quantities on hand, future purchase commitments with its suppliers, and the estimated utility of its inventory. If the Company's review indicates a reduction in utility below carrying value, it reduces its inventory to a new cost basis.

**(g) Research and Development**

Costs incurred in research and development activities are expensed as incurred in accordance with FASB ASC Topic 730, *Research and Development*.

**(h) Income Taxes**

The Company records deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company maintains a valuation allowance on the deferred tax assets for which it is more likely than not that the Company will not realize the benefits of these tax assets in future tax periods. The valuation allowance is based on estimates of future taxable income by tax jurisdiction in which the Company operates, the number of years over which the deferred tax assets will be recoverable, and scheduled reversals of deferred tax liabilities.

In accordance with the recognition standards established by ASC Topic 740, *Income Taxes* ("Topic 740"), the Company makes a comprehensive review of its portfolio of uncertain tax positions regularly. In this regard, an uncertain tax position represents the Company's expected treatment of a tax position taken in a filed tax return, or planned to be taken in a future tax return or claim, which has not been reflected in measuring income tax expense for financial reporting purposes. Until these positions are sustained by the taxing authorities, the Company has not recognized the tax benefits resulting from such positions and reports the tax effects as a liability for uncertain tax positions in its consolidated balance sheets.

**(i) Stock-Based Compensation**

The Company accounts for stock-based compensation in accordance with ASC Topic 718, *Compensation-Stock Compensation* ("Topic 718"). All of the Company's stock-based compensation plans are considered equity plans under *Topic 718*, and compensation expense recognized is net of estimated forfeitures over the vesting period. The Company issues stock options and stock awards under its existing plans. The fair value of stock options is estimated on the date of grant using a Black-Scholes option-pricing model and is expensed on a straight-line basis over the remaining vesting period of the options, which is generally six or less years. The fair value of stock awards is determined based on the closing market price of the Company's common stock on the grant date and is adjusted at each reporting date based on the amount of shares ultimately expected to vest. Compensation expense for stock awards is expensed over the vesting period, usually five to ten years. Compensation expense for stock issued under the Company's employee stock purchase plan is estimated at the beginning date of the offering period using a Black-Scholes option-pricing model and is expensed on a straight-line basis over the period of the offering, which is generally six months.

When tax deductions from stock options and awards are less than the cumulative book compensation expense, the tax effect of the resulting difference is a shortfall. For the year ended December 31, 2023, an income tax expense of \$0.4 million was recorded for shortfall generated from stock options and awards exercised in 2023. For the year ended December 25, 2022,

an income tax benefit of \$0.7 million was recorded for windfalls generated from stock options and awards exercised in 2022. For the tax year ended December 26, 2021, an income tax benefit of \$2.4 million was recorded for windfalls generated from stock options and awards exercised in 2021.

The following table shows the amounts recognized in the consolidated financial statements for stock-based compensation expense related to stock options, stock awards and stock offered under the Company's employee stock purchase plan (in millions).

	Year ended December 31, 2023	Year ended December 25, 2022	Year end December 26, 2021
Selling, general and administrative expenses	\$ 25.3	\$ 26.3	\$
Total cost of employee stock-based compensation included in operating income (loss) from continuing operations	\$ 25.3	\$ 26.3	\$

#### (j) Allowance for Doubtful Accounts

The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments, which results in bad debt expense. Management determines the adequacy of this allowance by periodically evaluating the comprehensive risk profiles of all individual customer receivable balances including, but not limited to, the customer's financial condition, credit agency reports, financial statements and overall current economic conditions. Additionally, on certain contracts whereby the Company performs services for a prime/general contractor, a specified percentage of the invoiced trade accounts receivable may be retained by the customer until the project is completed. The Company periodically reviews all retainages for collectability and records allowances for doubtful accounts when deemed appropriate, based on its assessment of the associated credit risks. Changes to estimates of contract value are recorded as adjustments to revenue and not as a component of the allowance for doubtful accounts. Individual accounts receivable are written off to the allowance for doubtful accounts when the Company becomes aware of a specific customer's inability to meet its financial obligation, and all collection efforts are exhausted.

The following table outlines the balance of the Company's allowance for doubtful accounts for 2023, 2022 and 2021. The table identifies the additional provisions each year as well as the write-offs that utilized the allowance (in millions).

Allowance for Doubtful Accounts	Balance at Beginning of Year	Provisions	Write-offs/ Recoveries	Balance at End of Year
Year ended December 26, 2021	\$ 1.8	\$ (0.2)	\$ (1.2)	\$ 0.4
Year ended December 25, 2022	\$ 0.4	\$ —	\$ —	\$ 0.4
Year ended December 31, 2023	\$ 0.4	\$ 1.0	\$ (0.3)	\$ 1.1

#### (k) Cash and Cash Equivalents

The Company's cash equivalents consist of its highly liquid investments with an original maturity of three months or less when purchased by the Company.

#### (l) Property and Equipment, Net

Property and equipment, net owned by the Company is depreciated over the estimated useful lives of individual assets. Equipment acquired under capital leases are amortized over the shorter of the lease term or the estimated useful life of the asset. Improvements, which significantly improve and extend the useful life of an asset, are capitalized and depreciated over the shorter of the lease period or the estimated useful life. Expenditures for maintenance and repairs are charged to operations as incurred.

Assets are depreciated predominately using the straight-line method, with the following lives:

	Years
Buildings and improvements	15 – 39
Machinery and equipment	3 – 20
Computer equipment and software	1 – 10
Vehicles, furniture, and office equipment	5
Leasehold improvements	Shorter of useful life or length of lease

**(m) Leases**

The Company leases certain facilities, office space, vehicles and equipment. Lease assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception that a lease exists. Lease assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using an incremental borrowing rate generally applicable to the location of the lease asset, unless the implicit rate is readily determinable. Lease assets also include any upfront lease payments made and exclude lease incentives. Lease terms include options to extend or terminate the lease when it is reasonably certain that those options will be exercised. The Company has operating lease arrangements with lease and non-lease components. The non-lease components in these arrangements are not significant when compared to the lease components. For all operating leases, the Company accounts for the lease and non-lease components as a single component in the calculation of the lease asset and corresponding liability.

Variable lease payments are generally expensed as incurred. Leases with an initial term of 12 months or less are not recorded on the balance sheet, and the expense for these short-term leases is recognized on a straight-line basis over the lease term.

The depreciable life of lease assets and leasehold improvements is limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

See Note 6 for additional disclosures related to the Company’s lease obligations.

**(n) Goodwill and Other Intangible Assets, Net**

In accordance with the provisions of ASC Topic 350, *Intangibles-Goodwill and Other* (“Topic 350”), the Company performs impairment tests for goodwill and indefinite lived intangibles as of the last day of its fiscal October, or when evidence of potential impairment exists. When it is determined that impairment has occurred, a charge to operations is recorded. Goodwill and other purchased intangible asset balances are included in the identifiable assets of the operating segment to which they have been assigned. Any goodwill impairment, as well as the amortization of other purchased intangible assets, is charged against the respective segments’ operating income.

In accordance with *Topic 350*, the Company classifies intangible assets into two categories: (1) intangible assets with finite lives subject to amortization and (2) intangible assets with indefinite lives not subject to amortization. Separately, the Company tests intangible assets with finite lives for impairment if conditions exist that indicate the carrying value may not be recoverable. Such conditions may include an economic downturn in a geographic market or a change in the assessment of future operations. The Company records an impairment charge when the carrying value of the finite lived intangible asset is not recoverable by the cash flows generated from the use of the asset.

The Company determines the useful lives of identifiable intangible assets after considering the specific facts and circumstances related to each intangible asset. Factors considered when determining useful lives include the contractual term of any agreement, the history of the asset, the Company’s long-term strategy for the use of the asset, any laws or other local regulations that could impact the useful life of the asset, and other economic factors, including competition and specific market conditions. Intangible assets that are deemed to have finite lives are amortized, generally on a straight-line basis, over their useful lives, ranging from one to 15 years.

**(o) Impairment of Long-Lived Assets and Long-Lived Assets to Be Disposed Of**

Long-lived assets are reviewed for impairment in accordance with ASC Topic 360, *Property, Plant, and Equipment*, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to future net cash flows (undiscounted and without interest) expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

**(p) Fair Value of Financial Instruments**

ASC Topic 825, *Financial Instruments*, requires that fair values be disclosed for the Company’s financial instruments. The carrying amounts of cash equivalents, accounts receivable, accounts payable, accrued expenses, billings in excess of costs and earnings on uncompleted contracts, and income taxes payable, approximate fair value due to the short-term nature of these instruments. The fair value of the Company’s long-term debt outstanding at December 31, 2023 is recorded at fair value. The fair value of the Company’s Senior Secured Notes (as defined below in Note 5), which were redeemed on March 14, 2022, is based upon quoted market prices.

The Company uses forward exchange contracts to manage interest rate risk associated with our debts as well as foreign currency risks associated with certain transactions, specifically forecasted materials and salaries paid in foreign currencies. These derivative instruments are measured at fair value using observable market inputs such as forward rates. Based on these inputs, the derivative instruments are classified within Level 2 of the valuation hierarchy. At December 31, 2023, the derivative instruments were included in other current assets and other current liabilities on the Company’s Condensed Consolidated Balance Sheets. The carrying amounts and the related fair values of the Company’s derivative instruments measured at fair value on a recurring basis at December 31, 2023 and December 25, 2022, are presented in Note 17. There were no derivative instruments for forward exchange contracts at December 26, 2021.

**(q) Concentrations and Uncertainties**

The Company maintains cash balances at various financial institutions and such balances commonly exceed the \$250,000 insured amount by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts and management believes that the Company is not exposed to any



significant credit risk with respect to such cash and cash equivalents.

Financial instruments, which subject the Company to potential concentrations of credit risk, consist principally of the Company's billed and unbilled accounts receivable. The Company's accounts receivable result from sales to customers within the U.S. Government, state and local agencies and with commercial customers in various industries. The Company performs ongoing credit evaluations of its commercial customers. Credit is extended based on evaluation of the customer's financial condition and collateral is not required. Accounts receivable are recorded at the invoiced amount and do not bear interest. See Note 13 for a discussion of the Company's significant customers.

#### (r) Debt Issuance Costs

Fees paid to obtain debt financing and revolving credit facilities or amendments under such debt financing and revolving credit facilities are treated as debt issuance costs and are capitalized and amortized over the expected term of the related debt or revolving credit facility and are shown as a financing activity in the consolidated statements of cash flows. Issuance costs related to debt are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the associated debt liability. Issuance costs related to a revolving credit facility are included in other assets in the consolidated balance sheets.

#### (s) Interest Expense, Net

Interest expense, net is summarized in the following table (in millions):

	Year ended December 31, 2023	Year ended December 25, 2022	Year ended December 26, 2021
Interest expense incurred primarily on indebtedness	\$ (21.7)	\$ (18.3)	\$ (23.7)
Miscellaneous interest income	1.2	0.6	0.3
Interest expense, net	\$ (20.5)	\$ (17.7)	\$ (23.4)

#### (t) Foreign Currency

For operations outside the U.S. that prepare financial statements in currencies other than the U.S. dollar, results of operations and cash flows are translated at average exchange rates during the period, and assets and liabilities are generally translated at end-of-period exchange rates. Translation adjustments are included as a separate component of accumulated other comprehensive loss.

The Company transacts with foreign customers in currencies other than the U.S. dollar. It experiences realized and unrealized foreign currency gains or losses on foreign denominated receivables. In addition, certain intercompany transactions give rise to realized and unrealized foreign currency gains or losses. Also, any other transactions between the Company or its subsidiaries and a third-party, denominated in a currency different from the functional currency, are foreign currency transactions.

The aggregate foreign currency transaction loss included in determining net loss for the years ended December 31, 2023, December 25, 2022, and December 26, 2021 was approximately \$1.7 million, \$0.1 million, and \$0.8 million, respectively, which is included in other income (expense), net on the accompanying consolidated statements of operations and comprehensive income (loss).

#### (u) Recent Accounting Pronouncements

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which expands reportable segment disclosure requirements by requiring disclosures of significant reportable segment expenses that are regularly provided to the Chief Operating Decision Maker ("CODM") and included within each reported measure of a segment's profit or loss. ASU 2023-07 also requires all segment profit or loss and assets disclosures to be provided on an annual and interim basis. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning one year later. The amendments must be applied retrospectively to all prior periods presented. The Company is currently evaluating the impact of the adoption of ASU 2023-07 on its consolidated financial statements.

#### Note 2. Acquisitions

##### *CTT Inc.*

On December 10, 2021, the Company acquired CTT Inc. ("CTT"), a company that designs, develops, and manufactures microwave application components and equipment primarily for customers in the defense industry. The purchase price was approximately \$22.0 million in cash, subject to adjustments for transaction expenses, indebtedness, cash on hand, and post-closing working capital adjustments. Approximately \$6.3 million of the purchase price was paid on December 10, 2021, \$15.2 million of the purchase price was paid on December 30, 2021, and the remainder of the purchase price was paid during the three months ended June 26, 2022. The operating results of the acquisition have been included in the Company's results of operations from the effective acquisition date. The amount of net sales and earnings of CTT included in the condensed consolidated statement of operations for the year ended December 26, 2021 are not material. Had the acquisition occurred as of December 28, 2020, net sales, net income from consolidated operations, net income attributable to Kratos, and basic and diluted net income per share attributable to Kratos on a pro forma basis for the year ended December 26, 2021 would not have been materially different than the reported amounts. CTT is included in the KGS segment.

## Cosmic Advanced Engineered Solutions, Inc.

On December 27, 2021, Kratos Integral Holdings, LLC entered into a Stock Purchase Agreement to acquire Cosmic Advanced Engineered Solutions, Inc. (“Cosmic”) from the Carol L. Zanmiller Living Trust and the John G. Hutchens Living Trust for \$37.9 million in cash (including a \$0.4 million holdback which was subsequently settled). Cosmic focuses on radio frequency (“RF”), terrestrial, and space-based communication solutions, including digital signals processing and geolocation analysis. In addition, Cosmic provides overhead persistent infrared for missile defense systems and embedded cyber solutions to U.S. government agencies. On December 27, 2021, the acquisition was completed following the satisfaction of all closing conditions, including receipt of regulatory approval from all required government authorities. The operating results of the acquisition have been included in the Company’s results of operations from the effective acquisition date. Cosmic is included in the KGS segment.

The excess of the purchase price over the fair value of the tangible and identifiable intangible assets acquired and liabilities assumed in the acquisition was allocated to goodwill. The goodwill represents the value the Company expects to be created by integrating Cosmic’s existing business with Kratos’ related products and customers.

The transaction has been accounted for using the acquisition method of accounting, which requires, among other things, that the identifiable assets acquired and the liabilities assumed be recognized at their fair values as of the acquisition date. The fair value measurements are based primarily on significant inputs not observable in the marketplace and thus represent Level 3 measurements.

The following table summarizes the allocation of the purchase price over the estimated fair values of the major assets acquired and liabilities assumed (in millions):

Accounts receivable	\$	3.8
Unbilled receivables		4.1
Other current assets		0.1
Property and equipment		1.3
Intangible assets		8.5
Total identifiable net assets acquired		17.8
Total identifiable net liabilities assumed		(9.1)
Goodwill		29.2
Net assets acquired, excluding cash	\$	37.9

Based on the Company’s estimate of fair value, as of December 27, 2021, net liabilities included \$6.7 million of current liabilities. The identifiable intangible assets include trade names of \$0.6 million with a remaining useful life of 5 years, backlog of \$1.7 million with an estimated useful life of 1 year, customer relationships of \$4.4 million with a remaining useful life of 10 years, and developed technology of \$1.8 million with a remaining useful life of 5 years. The Company also established a deferred tax liability of \$2.4 million for the difference between the financial statement basis and tax basis of the acquired assets of Cosmic and a corresponding increase in goodwill. The goodwill recorded in this transaction is not expected to be tax-deductible.

The value of customer relationships was estimated using the multi-period excess earnings method (“MPEEM”), an income approach (Level 3), which converts projected revenues and costs into cash flows. To reflect the fact that certain other assets contribute to the cash flows generated, the returns for these contributory assets were removed to arrive at estimated cash flows solely attributable to the acquired customer relationships, which were discounted at a rate of 11% to determine the fair value. The value of backlog was also valued using MPEEM. The value of developed technology was estimated using the relief-from-royalty method, an income approach (Level 3), which estimates the cost savings that accrue to the owner of the intangible asset that would otherwise be payable as royalties or license fees on revenues earned through the use of the asset. A royalty rate of 11% was applied to the projected revenues associated with the intangible asset to determine the amount of savings in order to determine the fair value.

A summary of the consideration paid for the acquired ownership in Cosmic is as follows (in millions):

Cash paid	\$	39.4
Less: Cash acquired		(1.5)
<b>Total consideration</b>	<b>\$</b>	<b>37.9</b>

### Pro Forma Financial Information (Unaudited)

The following tables summarize the supplemental condensed consolidated statements of operations information on an unaudited pro forma basis as if the acquisition of Cosmic occurred on December 28, 2020 and include adjustments that were directly attributable to the foregoing transactions. There are no material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and income (loss). The pro forma results are for illustrative purposes only for the applicable period.

For the year ended December 26, 2021 (all amounts, except per share amounts, are in millions):

Pro forma revenues	\$	855.2
Pro forma net loss before tax	\$	(0.8)
Pro forma net loss	\$	(2.9)
Basic pro forma loss per share	\$	(0.03)
Diluted pro forma loss per share	\$	(0.03)

### Southern Research Engineering Division

On March 9, 2022, the Company executed an Asset Purchase Agreement to acquire the assets of the Engineering Division of Southern Research Institute (“SRI”), an Alabama non-profit corporation, for a purchase price of approximately \$79.4 million, comprised of \$74.4 million in cash, subject to adjustments for working capital, potential earn-out consideration tied to revenue from certain in-development products, indebtedness and transaction expenses, and \$5.0 million in Kratos common stock. SRI’s Engineering Division (“SRE”) is the market leader in assisting customers in the development, modeling, and deployment of advanced materials for extreme environments, including hypersonic, space, missile, missile defense, strategic deterrence, propulsion systems, and energy applications. SRE also specializes in Intelligence Surveillance and Reconnaissance (“ISR”) sensor development, electromechanical systems design and integration, aerospace engineering, materials engineering, artificial intelligence and machine learning, directed energy, RF systems design and integration, advanced manufacturing, and computational sciences. The acquisition established Kratos SRE, Inc., a new business within Kratos’ Defense and Rocket Support Services Division.

On May 23, 2022, the acquisition was completed following the satisfaction of all closing conditions, including receipt of necessary approval from all required government authorities. The operating results of the acquisition have been included in the Company’s results of operations from the effective acquisition date.

The excess of the purchase price over the fair value of the tangible and identifiable intangible assets acquired and liabilities assumed in the acquisition was allocated to goodwill. The goodwill represents the value the Company expects to be created by integrating SRE’s existing business with Kratos’ related products and customers.

The transaction has been accounted for using the acquisition method of accounting, which requires, among other things, that the identifiable assets acquired and the liabilities assumed be recognized at their fair values as of the acquisition date. The fair value measurements are based primarily on significant inputs not observable in the marketplace and thus represent Level 3 measurements.

The following table summarizes the allocation of the purchase price over the estimated fair values of the major assets acquired and liabilities assumed (in millions):

Accounts receivable	\$	2.9
Unbilled receivables		11.1
Inventory		0.5
Other current assets		0.2
Property and equipment		22.8
Other assets		0.2
Intangible assets		10.8
Total identifiable net assets acquired		48.5
Total identifiable net liabilities assumed		(3.4)
Goodwill		34.3
Net assets acquired, excluding cash	\$	<u>79.4</u>

Based on the Company's estimate of fair value, as of May 23, 2022, net liabilities included \$2.5 million of current liabilities. The identifiable intangible assets include trade names of \$0.5 million with a remaining useful life of 5 years, contracts and backlog of \$2.5 million with an estimated useful life of 3 years, in-process research and development of \$7.3 million that will commence amortization at the completion of the development, and developed technology of \$0.5 million with a remaining useful life of 3 years. The Company also established a deferred tax asset of \$0.2 million for the difference between the financial statement basis and tax basis of the acquired assets of SRE and a corresponding decrease in goodwill. The goodwill recorded in this transaction is expected to be tax-deductible.

The value of backlog was estimated using MPEEM, an income approach (Level 3), which converts projected revenues and costs into cash flows. To reflect the fact that certain other assets contribute to the cash flows generated, the returns for these contributory assets were removed to arrive at estimated cash flows solely attributable to the acquired backlog, which were discounted at a rate of 6.4% to determine the fair value. The value of developed technology was estimated using the relief-from-royalty method, an income approach (Level 3), which estimates the cost savings that accrue to the owner of the intangible asset that would otherwise be payable as royalties or license fees on revenues earned through the use of the asset. A royalty rate was applied to the projected revenues associated with the intangible asset to determine the amount of savings, which was at a rate of 11% to determine the fair value. The value of in-process research and development was also estimated using the relief-from-royalty method. A royalty rate of 12% was applied to the projected revenues associated with the intangible asset to determine the amount of savings in order to determine the fair value.

The amounts of revenue and operating income of SRE included in the Company's condensed consolidated statement of operations for the year end December 31, 2023 were \$53.2 million and \$3.6 million, respectively. The amounts of revenue and operating income of SRE included in the Company's condensed consolidated statement of operations for the year end December 25, 2022 were \$26.8 million and \$2.9 million, respectively.

A summary of the consideration paid for the acquired assets is as follows (in millions):

Cash paid	\$	74.4
Common stock issued		5.0
Total consideration	\$	<u>79.4</u>

#### **Pro Forma Financial Information (Unaudited)**

The following tables summarize the supplemental condensed consolidated statements of operations information on an unaudited pro forma basis as if the acquisition of SRE occurred on December 28, 2020 and include adjustments that were directly attributable to the foregoing transactions. There are no material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and income (loss). The pro forma results are for illustrative purposes only for the applicable period.

For the years ended December 25, 2022 and December 26, 2021 (all amounts, except per share amounts, are in millions):

	2022	2021
Pro forma revenues	\$ 915.3	\$ 850.7
Pro forma net income (loss) before tax	\$ (31.6)	\$ 3.8
Pro forma net income ( loss)	\$ (35.8)	\$ 1.3
Basic pro forma income (loss) per share	\$ (0.28)	\$ 0.01
Diluted pro forma income (loss) per share	\$ (0.28)	\$ 0.01

### Sierra Technical Services, Inc.

On October 3, 2023, the Company entered into an agreement to acquire all of the outstanding equity securities of aerial target drone designer Sierra Technical Services, Inc. (“STS”) pursuant to which the Company (i) issued 866,026 shares of Kratos common stock valued at \$12.8 million on October 3, 2023 and (ii) agreed to issue up to an additional 979,038 shares of Kratos common stock valued at \$14.5 million pursuant to certain holdback and earn-out provisions, in each case, to the former stockholders of STS. The Company recorded net assets of \$12.4 million and goodwill of \$10.9 million related to the STS acquisition. Significant assets of STS acquired by the Company included accounts receivable of \$11.0 million, and identified intangibles (contracts and backlog) of \$14.0 million. Significant liabilities of STS assumed by the Company included deferred revenue of \$11.4 million. The allocation of the total consideration for this acquisition to the tangible and identifiable intangible assets acquired and liabilities assumed is preliminary until the Company obtains final information regarding their fair values. However, the Company does not expect any adjustment to such allocations to be material to the Company’s consolidated financial statements. The operating results of the acquisition have been included in the Company’s results of operations from the effective date of the acquisition. The amount of net sales and earnings of STS included in the condensed consolidated statement of operations for the year ended December 31, 2023 are not material. Had the acquisition occurred as of December 26, 2022, net sales, net income from consolidated operations, net income attributable to Kratos, and basic and diluted net income per share attributable to Kratos on a pro forma basis for the year ended December 31, 2023 would not have been materially different than the reported amounts. STS is included in the US segment.

### Note 3. Goodwill and Other Intangible Assets

#### (a) Goodwill

The Company performs its annual impairment test for goodwill in accordance with *Topic 350* as of the last day of its fiscal October or when evidence of potential impairment exists.

The Company assesses goodwill for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment, referred to as a component. The Company determines its reporting units by first identifying its operating segments, and then assessing whether any components of these segments constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. The Company aggregates components within an operating segment that have similar economic characteristics.

The KGS reportable segment has five operating businesses: Defense and Rocket Support Systems (“DRSS”), Microwave Electronics (“ME”), Space, Training and Cybersecurity Solutions (“ST&C”), C5ISR/Modular Systems (“MS”), and Kratos Turbine Technologies (“KTT”). All of the KGS operating segments provide technology based defense solutions, involving products and services, primarily for mission critical U.S. National Security priorities, with the primary focus relating to the nation’s C5ISR requirements. The US reportable segment consists of its unmanned aerial system, unmanned ground, and unmanned seaborne system products.

The Company identified its reporting units to be the DRSS, ME, ST&C, MS, KTT and US operating segments. The Company tests goodwill for impairment by first performing a qualitative assessment. If, based on its qualitative assessment management determines it is not more likely than not that the fair value of the reporting unit exceeds its carrying value, a quantitative assessment is then performed. For operations where a quantitative assessment is performed, the identification and measurement of impairment involves the estimation of the fair value of reporting units. If the fair value is determined to be less than the carrying value, a charge to operations is recorded for the amount that the carrying value exceeds fair value. As part of its quantitative assessment, the Company estimates the fair value of each of the reporting units based on a comparison and

weighting of the income approach, specifically the discounted cash flow method and the market approach, which estimates the fair value of the reporting units based upon comparable market prices and recent transactions and also validates the reasonableness of the implied multiples from the income approach.

In determining the fair value for the reporting units, where a quantitative assessment is performed, there are key assumptions relating to future expected cash flows, terminal growth rates, appropriate discount rates, market multiples, and the control premium a controlling shareholder could be expected to pay.

The carrying amounts of goodwill as of December 31, 2023 and December 25, 2022 by reportable segment are as follows (in millions):

	As of December 31, 2023		
	US	KGS	Total
Gross value	\$ 138.8	\$ 683.6	\$ 822.4
Less accumulated impairment	13.8	239.5	253.3
Net	<u>\$ 125.0</u>	<u>\$ 444.1</u>	<u>\$ 569.1</u>

	As of December 25, 2022		
	US	KGS	Total
Gross value	\$ 127.9	\$ 683.6	\$ 811.5
Less accumulated impairment	13.8	239.5	253.3
Net	<u>\$ 114.1</u>	<u>\$ 444.1</u>	<u>\$ 558.2</u>

## (b) Purchased Intangible Assets

The following table sets forth information for acquired finite-lived and indefinite-lived intangible assets (in millions):

	As of December 31, 2023			As of December 25, 2022		
	Gross Value	Accumulated Amortization	Net Value	Gross Value	Accumulated Amortization	Net Value
Acquired finite-lived intangible assets:						
Customer relationships	\$ 80.9	\$ (62.8)	\$ 18.1	\$ 80.9	\$ (60.1)	\$ 20.8
Contracts and backlog	53.1	(38.8)	14.3	39.1	(36.3)	2.8
Developed technology and technical know-how	33.7	(28.2)	5.5	33.7	(27.0)	6.7
Trade names	3.8	(2.7)	1.1	3.8	(2.3)	1.5
In-process research and development	16.8	(0.3)	16.5	16.8	(0.3)	16.5
Total finite-lived intangible assets	<u>188.3</u>	<u>(132.8)</u>	<u>55.5</u>	<u>174.3</u>	<u>(126.0)</u>	<u>48.3</u>
Indefinite-lived trade names	6.9	—	6.9	6.9	—	6.9
Total intangible assets	<u>\$ 195.2</u>	<u>\$ (132.8)</u>	<u>\$ 62.4</u>	<u>\$ 181.2</u>	<u>\$ (126.0)</u>	<u>\$ 55.2</u>

The aggregate amortization expense for finite-lived intangible assets was \$6.8 million, \$7.4 million and \$4.7 million, for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively. The Company records all amortization expense in selling, general and administrative expenses.

The estimated future amortization expense of acquired intangible assets with finite lives as of December 31, 2023 is as follows (in millions):

Fiscal Year	Amount
2024	9.4
2025	9.7
2026	9.1
2027	7.4
2028	4.5
Thereafter	15.4
Total	<u>\$ 55.5</u>

**Note 4. Balance Sheet Details**

The detail of certain assets in the consolidated balance sheets consists of the following:

*Cash and cash equivalents*

The Company's cash equivalents consist of overnight cash sweep accounts that are invested on a daily basis. Cash and cash equivalents at December 31, 2023 and December 25, 2022 were \$72.8 million and \$81.3 million, respectively, and approximated their fair value.

*Accounts receivable, net and Unbilled receivables, net*

Receivables including amounts due under long-term contracts are summarized as follows (*in millions*):

	December 31, 2023	December 25, 2022
Billed, current	\$ 129.8	\$ 105.9
Unbilled, current	200.5	223.0
Total current accounts receivable	330.3	328.9
Allowance for doubtful accounts	(1.1)	(0.4)
Total accounts receivable and unbilled receivables, net	<u>\$ 329.2</u>	<u>\$ 328.5</u>

Substantially all accounts receivable at December 31, 2023, are expected to be collected in 2024. The Company does not believe it has significant exposure to credit risk, as accounts receivable and the related unbilled amounts are primarily from contracts associated with the U.S. Government.

*U.S. Government contract receivables where the Company is the prime contractor included in accounts receivable, net (in millions):*

	December 31, 2023	December 25, 2022
Billed	\$ 21.0	\$ 15.9
Unbilled	71.0	87.4
Total U.S. Government contract receivables	<u>\$ 92.0</u>	<u>\$ 103.3</u>

*Inventoried costs (in millions):*

	December 31, 2023	December 25, 2022
Raw materials	\$ 78.0	\$ 73.6
Work in process	72.9	50.8
Finished goods	5.3	1.1
Total inventoried costs	<u>\$ 156.2</u>	<u>\$ 125.5</u>

*Property, plant and equipment, net (in millions)*

	December 31, 2023	December 25, 2022
Finance lease right of use assets	\$ 56.1	\$ 54.9
Land and buildings	40.8	38.4
Computer equipment and software	51.4	45.7
Machinery and equipment	152.8	129.9
Furniture and office equipment	8.2	7.6
Leasehold improvements	24.0	22.9
Construction in progress	69.7	51.0
Property and equipment	<u>403.0</u>	<u>350.4</u>
Accumulated depreciation and amortization	<u>(159.4)</u>	<u>(137.3)</u>
Total property and equipment, net	<u>\$ 243.6</u>	<u>\$ 213.1</u>

Depreciation expense was \$26.4 million, \$23.1 million and \$21.0 million for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively.

**Note 5. Debt**

**(a) 2022 Credit Facility**

On February 18, 2022, the Company completed the refinancing of its then-outstanding \$90 million revolving credit facility and \$300 million 6.5% Senior Secured Notes due November 2025 (the “Senior Secured Notes”), with a new 5-year \$200 million Revolving Credit Facility and 5-year \$200 million Term Loan A (collectively, the “2022 Credit Facility”). The Company incurred debt issuance costs of \$3.3 million associated with the 2022 Credit Facility. During the year ended December 31, 2023, the Company made \$5.0 million of principal payments on Term Loan A. The Company has net amounts outstanding of approximately \$35.0 million under the new Revolving Credit Facility, with approximately \$165.0 million remaining in borrowing capacity, less approximately \$10.2 million of letters of credit outstanding.

On February 18, 2022, the proceeds of \$300 million from the 2022 Credit Facility, along with cash funded by the Company for the 3.25% call premium to redeem the Company’s then-outstanding Senior Secured Notes, plus accrued interest, was distributed to the trustee for redemption of the Senior Secured Notes. The redemption of the Company’s outstanding Senior Secured Notes closed on March 14, 2022, for an amount of cash equal to 103.25% of the principal amount thereof plus accrued and unpaid interest thereon. The Company incurred a loss on the extinguishment of debt of \$9.8 million related to the call premium on the Senior Secured Notes and the write-off of \$3.2 million of unamortized debt issuance costs, resulting in a total loss on extinguishment of debt of \$13.0 million.

The 2022 Credit Facility is governed by a Credit Agreement (the “Credit Agreement”), dated February 18, 2022, by and among the Company, the lenders from time to time party thereto (the “Lenders”), the Issuing Banks party thereto (as defined in the Credit Agreement) and Truist Bank, in its capacity as administrative agent for the Lenders, and as an issuing bank and as the swingline lender which established a five-year senior secured credit facility which is comprised of a \$200 million revolving credit facility (the “Revolving Credit Facility”) (which includes sub-facilities for the incurrence of up to \$10.0 million of swingline loans and the issuance of up to \$50.0 million of Letters of Credit) and a \$200 million term loan (the “Term Loan A”). The Credit Agreement contemplates uncommitted incremental credit facilities of up to \$200 million (which amount would be reduced by the aggregate amount of any and all incremental credit facilities actually established under the Credit Agreement)



plus additional uncommitted incremental capacity subject to a limitation based on the Company's pro forma total net leverage ratio (including any such additional uncommitted incremental capacity).

Borrowings under the revolving credit facility and the term loan credit facility may take the form of base rate loans or Secured Overnight Financing Rate ("SOFR") loans. Base rate loans under the Credit Agreement will bear interest at a rate per annum equal to the sum of the Applicable Margin (as defined in the Credit Agreement) from time to time in effect plus the highest of (i) the Agent's (as defined in the Credit Agreement) prime lending rate, as in effect at such time, (ii) the Federal Funds Rate (as defined in the Credit Agreement), as in effect at such time, plus 0.50%, (iii) the Adjusted Term SOFR (as defined in the Credit Agreement) for a one-month tenor in effect on such day, plus 1.00% and (iv) 1.00%. SOFR loans will bear interest at a rate per annum equal to the sum of the Applicable Margin from time to time in effect plus the Adjusted Term SOFR for an Interest Period (as defined in the Credit Agreement) selected by the Company of one, three or six months. The Applicable Margin varies between 1.25% and 2.25% per annum for SOFR loans and between 0.25% and 1.25% per annum for base rate loans, and is based on the Company's total net leverage ratio from time to time.

Mandatory amortization on the Term Loan A is 2.5% in each of the first and second years and 5.0% in each of the third, fourth and fifth years, with the remaining outstanding balance due at maturity. The Credit Agreement contains certain covenants, which include, but are not limited to, restrictions on indebtedness, liens, fundamental changes, restricted payments, asset sales, and investments, and places limits on various other payments. The Company was in compliance with the covenants contained in the Credit Agreement as of December 31, 2023.

On April 28, 2023, the Company entered into an interest rate swap contract to hedge U.S. dollar-one month Term SOFR in order to fix the interest rate movements associated with the Company's Term Loan A. The initial hedge amount was \$195.0 million and amortizes in accordance with Term Loan A. The swap is at a fixed rate of one-month term SOFR of 3.721% and settles monthly on the last day of each calendar month. The swap has an effective date of May 1, 2023 and terminates on May 1, 2026. Refer to Note 17 for further discussion of the accounting treatment of the swap arrangement.

#### *Term Loan and Revolving Credit Debt*

Term loan and revolving credit debt and the current period interest rates are as follows (in millions):

	December 31, 2023	December 25, 2022
Term Loan A	\$ 192.5	\$ 197.5
Revolving credit facility	35.0	60.0
<b>Total debt</b>	<b>227.5</b>	<b>257.5</b>
Less current portion	7.5	6.3
<b>Total long-term debt, less current portion</b>	<b>220.0</b>	<b>251.2</b>
Less long-term unamortized debt issuance costs - term loans	0.7	1.0
<b>Total long-term debt, net of unamortized debt issuance costs - term loans</b>	<b>\$ 219.3</b>	<b>\$ 250.2</b>
Unamortized debt issuance costs - revolving credit facility	\$ 0.7	\$ 1.0
<b>Current period interest rate</b>	<b>7.7 %</b>	<b>6.4 %</b>

Future long-term debt principal payments at December 31, 2023 were as follows (in millions):

2024	\$ 7.5
2025	\$ 10.0
2026	\$ 10.0
2027	\$ 200.0
	<b>\$ 227.5</b>

**Note 6. Leases**

The components of lease expense for the years ended December 31, 2023, and December 25, 2022 were as follows (in millions):

	December 31, 2023	December 25, 2022
Amortization of right of use assets - finance leases	\$ 3.1	\$ 2.9
Interest expense on lease liabilities - finance leases	3.1	3.0
Operating lease cost (expense resulting from amortization of total lease payments)	14.0	12.9
Short-term lease cost	1.2	0.8
Variable lease cost (cost excluded from lease payments)	0.1	0.1
Sublease income	—	—
<b>Total lease cost</b>	<b>\$ 21.5</b>	<b>\$ 19.7</b>

The components of leases on the balance sheet were as follows (in millions):

	December 31, 2023	December 25, 2022
<b>Operating Leases:</b>		
Operating lease right-of-use assets	\$ 45.7	\$ 47.4
Current portion of operating lease liabilities	\$ 12.1	\$ 10.8
Operating lease liabilities, net of current portion	\$ 37.8	\$ 40.8
<b>Finance leases:</b>		
Property, plant and equipment, net	\$ 45.4	\$ 45.8
Other current liabilities	\$ 1.3	\$ 1.7
Other long-term liabilities	\$ 50.9	\$ 49.9

Cash paid for amounts included in the measurement of lease liabilities for the years ended December 31, 2023, and December 25, 2022 were as follows (in millions):

	December 31, 2023	December 25, 2022
Finance lease - cash paid for interest	\$ 3.1	\$ 3.0
Finance lease - financing cash flows	\$ 1.5	\$ 1.4
Operating lease - operating cash flows (fixed payments)	\$ 14.1	\$ 13.3

Other supplemental noncash information (in millions):

	December 31, 2023	December 25, 2022
Operating lease liabilities arising from obtaining right-of-use assets	\$ 12.1	\$ 20.1
Finance lease liabilities arising from obtaining right-of-use assets	\$ 6.9	\$ 9.1
<b>Weighted-average remaining lease term (in years):</b>		
Operating leases	4.59	5.14
Finance leases	14.91	15.20
<b>Weighted-average discount rate:</b>		
Operating leases	4.95 %	4.92 %
Finance leases	6.35 %	6.02 %

The maturity of lease liabilities is (in millions):

	<b>Operating Leases</b>	<b>Finance Leases</b>
2024	\$ 14.1	\$ 4.6
2025	12.0	4.8
2026	10.2	5.0
2027	9.5	5.1
2028	6.4	5.2
Thereafter	3.5	58.0
Total lease payments	55.7	82.7
Less: imputed interest	(5.8)	(30.5)
Total present value of lease liabilities	\$ 49.9	\$ 52.2

**Note 7. Net Income (Loss) Per Common Share**

The Company calculates net income (loss) per common share in accordance with FASB ASC Topic 260, *Earnings per Share* (“Topic 260”). Under Topic 260, basic net income (loss) per common share is calculated by dividing net income (loss) by the weighted-average number of common shares outstanding during the reporting period. Diluted net income (loss) per common share reflects the effects of potentially dilutive securities.

The following shares were excluded from the calculation of diluted income (loss) per common share because their inclusion would have been anti-dilutive (in millions):

	<b>Year Ended</b>		
	<b>December 31, 2023</b>	<b>December 25, 2022</b>	<b>December 26, 2021</b>
Shares from stock options and awards	1.8	1.5	0.1

**Note 8. Income Taxes**

The components of income (loss) from continuing operations before income taxes are comprised of the following (in millions):

	<b>December 31, 2023</b>	<b>December 25, 2022</b>	<b>December 26, 2021</b>
Domestic	\$ (9.6)	\$ (48.4)	\$ (48.4)
Foreign	20.7	15.7	15.7
Total	\$ 11.1	\$ (32.7)	\$ (32.7)

The provision (benefit) for income taxes from continuing operations are comprised of the following (in millions):

	Year Ended		
	December 31, 2023	December 25, 2022	December 26, 2021
<b>Federal income taxes:</b>			
Current	\$ —	\$ —	\$ —
Deferred	2.4	(4.5)	(0.1)
Total Federal	2.4	(4.5)	(0.1)
<b>State and local income taxes:</b>			
Current	1.3	0.6	1.5
Deferred	0.3	1.9	0.5
Total State and local	1.6	2.5	2.0
<b>Foreign income taxes:</b>			
Current	5.1	3.9	2.9
Deferred	(0.2)	(0.5)	(0.9)
Total Foreign	4.9	3.4	2.0
<b>Total</b>	<b>\$ 8.9</b>	<b>\$ 1.4</b>	<b>\$ 3.9</b>

A reconciliation of the total income tax provision (benefit) to the amount computed by applying the statutory federal income tax rate of 21% to the income from continuing operations before income taxes for the years ended December 31, 2023, December 25, 2022 and December 26, 2021 is as follows (in millions):

	Year Ended		
	December 31, 2023	December 25, 2022	December 26, 2021
Income tax (benefit) at federal statutory rate	\$ 2.3	\$ (6.9)	\$ 0.9
State taxes (benefit), net of federal tax benefit and valuation allowance	3.7	(0.3)	0.5
Difference in tax rates between U.S. and foreign	1.7	(0.2)	(0.5)
Increase (decrease) in valuation allowance	(2.0)	4.9	1.2
Nondeductible expense	0.5	0.5	0.8
Increase in reserve for uncertain tax positions	0.5	0.3	0.9
Other	0.1	0.2	0.1
Officer's compensation 162(m) limitation	0.5	1.0	0.9
R&D tax credit	(0.9)	(0.9)	(0.9)
Stock-based compensation	2.5	2.8	—
<b>Total</b>	<b>\$ 8.9</b>	<b>\$ 1.4</b>	<b>\$ 3.9</b>

On August 16, 2022, the President signed into law the Inflation Reduction Act of 2022 which contained provisions effective January 1, 2023, including a 15% corporate minimum tax and a 1% excise tax on stock buybacks, both of which we expect to be immaterial to our financial results, financial position and cash flows.

The tax effects of temporary differences that give rise to deferred tax assets and deferred tax liabilities are as follows (in millions):

	December 31, 2023	December 25, 2022
Deferred tax assets:		
Stock-based compensation	\$ 9.3	\$
Payroll related accruals	8.6	
Lease accruals	27.0	
Net operating loss carryforwards	44.7	
Tax credit carryforwards	12.2	
Deferred expenses	12.6	
Other	19.8	
	<u>134.2</u>	
Valuation allowance	(12.6)	
Total deferred tax assets, net of valuation allowance	<u>121.6</u>	
Deferred tax liabilities:		
Unearned revenue	(2.9)	
Operating lease right-of-use assets	(24.2)	
Other intangibles	(22.2)	
Property and equipment, principally due to differences in depreciation	(6.3)	
Other	(2.0)	
Total deferred tax liabilities	<u>(57.6)</u>	
Net deferred tax asset	<u>\$ 64.0</u>	<u>\$</u>

During the fourth quarter of 2023, the Company evaluated all available evidence, both positive and negative, to determine whether based on the weight of that evidence, a valuation allowance for deferred tax assets was needed. Evidence evaluated by the Company included but was not limited to, its three-year cumulative results, and its forecast of taxable income. As a result, the Company determined that the majority of the Company's U.S. deferred tax assets were more likely than not to be realized and that a valuation allowance with respect to a majority of the Company's deferred tax assets was not required. The remaining valuation allowance on the Company's U.S. deferred tax assets as of December 31, 2023 relates primarily to state net operating loss carryforwards, capital loss carryforwards and research & development tax credit carryforwards the Company estimates it may not be able to utilize in future periods. During fiscal 2023, the Company recorded a net decrease in its valuation allowance of \$2.0 million.

At December 31, 2023, the Company had federal tax loss carryforwards of \$169.6 million and various state tax loss carryforwards of \$207.8 million. The federal tax loss carryforwards will begin to expire in 2032 and state tax loss carryforwards begin to expire in 2024 in certain states.

At December 31, 2023, the Company had federal tax credit carryforwards of \$14.2 million and various state tax credit carryforwards of \$0.9 million. The federal tax credit carryforwards will begin to expire in 2024 and the state tax credit carryforwards do not have an expiration.

Federal and state income tax laws impose restrictions on the utilization of net operating losses ("NOLs") and tax credit carryforwards in the event that an "ownership change" occurs for tax purposes, as defined by Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382"). In general, an ownership change occurs when shareholders owning 5% or more of a "loss corporation" (a corporation entitled to use NOLs or other loss carryovers) have increased their ownership of stock in such corporation by more than 50 percentage points during any 3-year period. The annual base Section 382 limitation is calculated by multiplying the loss corporation's value at the time of the ownership change by the greater of the long-term tax-exempt rate determined by the Internal Revenue Service in the month of the ownership change or the two preceding months. This base limitation is subject to adjustments, including an increase for built-in gains recognized in the five year period after the ownership change.

In tax years 2010 and 2011 the Company experienced a Section 382 "ownership change" that will limit the utilization of NOL carryforwards. Additionally, in prior years the Company acquired corporations with NOL carryforwards at the date of acquisition ("Acquired NOLs"). The Acquired NOLs are subject to separate limitations that may further restrict the use of

Acquired NOLs. For the year ended December 31, 2023, there was no impact of such Section 382 limitations on the income tax provision since the amount of taxable income did not exceed the annual limitation amount. However, future equity offerings or acquisitions that have equity as a component of the purchase price could also cause an “ownership change.” If and when any other “ownership change” occurs, utilization of the NOLs or other tax attributes may be further limited.

As of December 31, 2017, all accumulated undistributed earnings of our foreign subsidiaries were subject to the one-time transition tax on foreign earnings required by the 2017 Tax Cuts and Jobs Act. It is the Company’s intention to permanently reinvest undistributed earnings of its foreign subsidiaries. As such, the Company has not provided deferred U.S. income taxes or foreign withholding taxes of approximately \$6.4 million on temporary differences relating to the outside basis in its investment in foreign subsidiaries. As of December 31, 2023, the Company has \$44.1 million of cash and cash equivalents available for distribution.

The Company is subject to taxation in the U.S., various state tax jurisdictions and various foreign tax jurisdictions. The Company’s tax years for 2003 and later are subject to examination by the U.S. and state tax authorities due to the existence of NOL carryforwards. Generally, the Company’s tax years for 2018 and later are subject to examination by various foreign tax authorities as well.

The following table summarizes the activity related to the Company’s unrecognized tax benefits (in millions):

Balance as of December 27, 2020	\$	25.4
Increases related to prior periods		0.1
Increases related to current year tax positions		0.5
Expiration of applicable statutes of limitations		(0.2)
Increases related to acquisitions		0.1
Balance as of December 26, 2021		25.9
Decreases related to prior periods		(0.7)
Increases related to current year tax positions		0.2
Expiration of applicable statutes of limitations		(0.4)
Balance as of December 25, 2022		25.0
Increases related to prior periods		0.2
Increases related to current year tax positions		0.2
Expiration of applicable statutes of limitations		(0.1)
Balance as of December 31, 2023	\$	<u>25.3</u>

Included in the balance of unrecognized tax benefits at December 31, 2023, are \$22.7 million of tax benefits that, if recognized, would impact the effective tax rate. Included in this amount is \$11.3 million that would become a deferred tax asset if the tax benefit were recognized. As such, this benefit may be impacted by a corresponding valuation allowance depending upon the Company’s assessment of the realizability of the deferred tax asset at the time the benefits are recognized.

The Company recognizes interest and penalties related to unrecognized tax benefits in its provision for income taxes. For the years ended December 31, 2023, December 25, 2022 and December 26, 2021, the Company recorded \$0.3 million, \$0.3 million, and \$0.6 million, respectively, in interest or penalty expenses. These amounts are netted by a benefit for interest and penalties related to the reversal of prior positions of \$0.1 million, \$0.2 million, and \$0.1 million for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively. As of December 31, 2023, December 25, 2022, and December 26, 2021, the Company had accrued total interest and penalties of \$5.3 million, \$5.1 million and \$5.0 million, respectively.

#### **Note 9. Discontinued Operations**

On February 28, 2018, the Company entered into a Stock Purchase Agreement to sell the operations of Kratos Public Safety & Security Solutions, Inc., a Delaware corporation and wholly owned subsidiary of the Company (“PSS”), to Securitas Electronic Security, Inc., a Delaware corporation (“Buyer”). On June 11, 2018, the Company completed the sale of all of the issued and outstanding capital stock of PSS to Buyer for a purchase price of \$69 million in cash, subject to a closing net working capital adjustment (the “Transaction”). The Company received approximately \$68.7 million of aggregate net cash proceeds from the Transaction, after taking into account amounts that were paid by the Company pursuant to a negotiated

transaction services agreement between the Company and the Buyer, receipt of approximately \$7.3 million in net working capital retained by the Company, and associated transaction fees and expenses and including the impact of the final settlement and determination of the closing net working capital adjustment which was settled with the Buyer in the fourth quarter of 2021. Included in the year ended December 26, 2021 is approximately \$1.1 million of loss from discontinued operations related to the final working capital settlement. Included in the year ended December 25, 2022 is an approximate \$0.9 million gain as a result of the release of an indemnification liability following the lapse of the statute of limitations associated with a potential tax liability that was recorded in 2019 as part of the sale of PSS. Included in the year ended December 31, 2023 is an approximate \$0.2 million gain as a result of the release of an indemnification liability following the lapse of the statute of limitations associated with a potential tax liability that was recorded in 2019 as part of the sale of PSS.

In accordance with ASC 360-10-45-9, *Property, Plant, and Equipment* (Topic 360) and ASC 205-20-45-3 *Presentation of Financial Statements* (Topic 205), PSS and its subsidiaries have been reported in discontinued operations in the accompanying consolidated financial statements for all periods presented.

The following table presents the results of discontinued operations (in millions):

	Year ended December 31, 2023	Year ended December 25, 2022	Year ended December 26, 2021
Revenue	\$ —	\$ —	\$ 0.1
Cost of sales	—	—	—
Selling, general and administrative expenses	—	0.3	2.4
Loss from discontinued operations before income taxes	—	(0.3)	(2.3)
Gain on disposal of discontinued operations before income taxes	—	—	—
Total loss of discontinued operations before income taxes	—	(0.3)	(2.3)
Income tax benefit	(0.2)	(1.2)	(0.2)
Income (loss) from discontinued operations	<u>\$ 0.2</u>	<u>\$ 0.9</u>	<u>\$ (2.1)</u>

Revenue and operating results for the year ended December 26, 2021 reflect the final settlement of the working capital dispute with the Buyer which resulted in expenses of approximately \$1.1 million, and related legal fees as well as performance on the contracts and working capital retained by the Company.

The following is a summary of the assets and liabilities of discontinued operations as of December 31, 2023 and December 25, 2022 (in millions):

	December 31, 2023	December 25, 2022
Other current liabilities	0.9	0.9
Current liabilities of discontinued operations	<u>\$ 0.9</u>	<u>\$ 0.9</u>
Other long-term liabilities of discontinued operations	<u>\$ 1.1</u>	<u>\$ 1.4</u>

#### Note 10. Fair Value Measurement

ASC Topic 820, *Fair Value Measurement*, establishes a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument. Level 3 inputs are unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

As more fully described in Note 17, *Derivative Financial Instruments*, our forward exchange contracts used to manage foreign currency risks and an interest rate swap contract to hedge U.S. dollar-one month Term SOFR in order to mitigate the exposure to interest rate movements associated with the Company's Term Loan A are recognized on the Consolidated Balance Sheets as either assets or liabilities and are measured at fair value.

## Note 11. Stockholders' Equity

### (a) Equity Incentive Plans

In May 2023, the Company's board of directors (the "Board") and stockholders approved the 2023 Equity Incentive Plan (the "2023 Equity Plan"). The 2023 Equity Plan is the successor the Amended and Restated Kratos Defense & Security Systems, Inc. 2014 Equity Incentive Plan (the "2014 Plan"), the Kratos Defense & Security Solutions, Inc. 2011 Equity Incentive Plan (the "2011 Plan"), and the Kratos Defense & Security Solutions, Inc. Amended and Restated 2005 Equity Incentive Plan (the "2005 Plan"), (collectively, the "Prior Plans"). The 2023 Equity Plan became effective May 24, 2023 and no additional stock awards were granted under the Prior Plans as of May 24, 2023. All outstanding stock awards granted subject to the terms of the Prior Plans will continue to be subject to the terms and conditions as set forth in the agreements evidencing such stock awards and the terms of the respective Prior Plans. As of May 23, 2023, there were 2,280,707 shares remaining available for issuance under the Prior Plans. The 2023 Equity Plan increased the number of shares remaining available for issuance under its equity compensation plans by 2,466,983 shares to 4,747,690 shares.

The Board may grant equity-based awards to selected employees, directors and consultants of the Company pursuant to its 2023 Equity Plan. As of December 31, 2023, there were 4,605,190 shares reserved for issuance for future grant under the 2023 Equity Plan. The Board may amend or terminate the 2023 Equity Plan at any time. Certain amendments, including an increase in the share reserve, require stockholder approval. Generally, options and restricted stock units outstanding vest over periods not exceeding ten years. When the Company grants stock options, they are granted with a per share exercise price not less than the fair market value of the Company's common stock on the date of grant, and generally would be exercisable for up to ten years from the grant date. The Company records compensation expense for employee stock options based on the estimated fair value of the options on the date of grant using the Black-Scholes option-pricing model or a trinomial lattice options pricing model with the weighted average assumptions (annualized percentages). There were no stock options granted or related expenses for stock options in 2023, 2022 or 2021.

A summary of the status of the Company's stock option plan as of December 31, 2023, and changes in options outstanding under the plan for the year ended December 31, 2023, is as follows:

	Number of Shares Under Option (000's)	Weighted- Average Exercise Price per Share	Weighted- Average Remaining Contractual Term (in years)	Aggre Intrinsic (000)
Options outstanding at December 25, 2022	18	\$ 4.98	0.0	\$
Granted	—	\$ —		
Exercised	(18)	\$ 4.98		
Forfeited or expired	—	\$ —		
Options outstanding at December 31, 2023	<u>—</u>	<u>\$ —</u>	0.0	\$
Options exercisable at December 31, 2023	<u>—</u>	<u>\$ —</u>	0.0	\$

Upon exercise of an option, the Company issues new shares of common stock.

During the years ended December 31, 2023, December 25, 2022, and December 26, 2021, the following values relate to the exercises under the Company's option plans:

	2023	2022	2021
Total intrinsic value of options exercised (in thousands)	\$ 80.8	\$ 163.0	\$



The following table summarizes the Company's Restricted Stock Unit activity:

	Restricted Stock Units (000's)	Weigl Average Date Fai
Nonvested balance at December 25, 2022	4,659	\$
Granted	1,427	\$
Vested	(871)	\$
Forfeited or expired	(35)	\$
Vested but not released	(245)	\$
Nonvested balance at December 31, 2023	<u>4,935</u>	\$

As of December 31, 2023, there was \$29.9 million of total unrecognized stock-based compensation expense related to nonvested restricted stock units which is expected to be recognized over a remaining weighted-average vesting period of 1.9 years. The fair value of restricted stock unit awards that vested in 2023, 2022, and 2021 was \$9.8 million, \$30.5 million, and \$24.7 million, respectively.

**(b) Employee Stock Purchase Plans**

In May 2023, the Board approved the 2023 Employee Stock Purchase Plan (as amended from time to time, the "2023 Purchase Plan"). The 2023 Purchase Plan is the successor to the 1999 Employee Stock Purchase Plan (as amended from time to time, the "1999 Purchase Plan"). The total number of shares of our common stock that were authorized for issuance under the 2023 ESPP is equal to the sum of (1) 3,500,000 shares, plus (2) 766,586 shares, which is the number of shares that remained available for issuance under the 1999 Purchase Plan as of its termination on June 30, 2023 (after giving effect to the purchases pursuant to the offering period ending on such date under the Existing ESPP). The 2023 Purchase Plan qualifies as an employee stock purchase plan within the meaning of Section 423 of the Internal Revenue Service Code. Unless otherwise determined by the Compensation Committee of the Board, all U.S. employees are eligible to participate in the 2023 Purchase Plan, so long as they are employed by the Company (or a subsidiary designated by the Board) for at least 20 hours per week and were customarily employed by the Company (or a subsidiary designated by the Board) for at least 5 months per calendar year. The 2023 Plan also allows the Board to extend the employee stock purchase program to eligible employees outside of the U.S. In 2023, Kratos employees in Canada and the United Kingdom have been allowed to participate in the 2023 Purchase Plan.

Employees who actively participate in the 2023 Purchase Plan are eligible to have up to 15% of their earnings for each purchase period withheld pursuant to the 2023 Purchase Plan. The amount that is withheld is used at various purchase dates within the offering period to purchase shares of common stock. The price paid for common stock at each such purchase date is equal to the lower of 85% of the fair market value of the common stock at the commencement date of that offering period or 85% of the fair market value of the common stock on the relevant purchase date. Employees are also able to end their participation in the offering at any time during the offering period, and participation ends automatically upon termination of employment. From the 1999 Purchase Plan's inception through December 31, 2023, the cumulative number of shares of common stock that have been issued under the 1999 Purchase Plan and the 2023 Purchase Plan is 7.7 million and approximately 4.0 million shares are available for future issuance under the 2023 Purchase Plan. During 2023, approximately 1,036,000 shares were issued under the 2023 and 1999 Purchase Plans at an average price of \$9.70 per share.

The fair value of shares issued under the 1999 Purchase Plan and the 2023 Purchase Plan for 2023 was estimated using the Black-Scholes option pricing model. The assumptions and resulting fair values of options granted for 2023, 2022 and 2021 were as follows:

	Offering Periods January 1 to December 31 2023	Offering Periods January 1 to December 31 2022	Offering Periods January 1 to December 31 2021
Expected term (in years)(1)	0.5	0.5	0.5
Risk-free interest rate(2)	4.76% - 5.47%	0.19% - 2.51%	0.06% - 0.09%
Expected volatility(3)	41.65% - 45.77%	40.52% - 60.79%	41.40% - 45.9%
Expected dividend yield(4)	—%	—%	—%
Weighted average grant-date fair value per share	\$3.30	\$4.80	\$7.60

(1) The expected term is equivalent to the offering period.

(2) The risk-free interest rate is based on U.S. Treasury yields in effect at the time of grant with a term equal to the expected term.

(3) The Company estimated implied volatility based upon trailing volatility.

(4) The Company has no history or expectation of paying dividends on its common stock.

As of December 31, 2023, there was no material unrecognized compensation expense related to the 2023 Purchase Plan or the 1999 Purchase Plan.

#### Note 12. Retirement Plans

The Company provides eligible employees the opportunity to participate in defined-contribution savings plans (commonly known as 401(k) plans), which permit contributions on a before-tax basis. Generally, salaried employees and certain hourly employees are eligible to participate in the plans. Under most plans, the employee may contribute to various investment alternatives. In certain plans, the Company matches a portion of the employees' contributions. The Company's matching contributions to these defined-contribution savings plans totaled \$10.7 million in 2023, \$8.1 million in 2022, and \$6.4 million in 2021.

#### Note 13. Significant Customers

Revenue from the U.S. Government (which includes foreign military sales) includes revenue from contracts for which the Company is the prime contractor as well as those for which the Company is a subcontractor and the ultimate customer is the U.S. Government. The KGS and US segments have substantial revenue from the U.S. Government. Sales to the U.S. Government amounted to approximately \$712.7 million, \$623.7 million, and \$571.1 million or 69%, 69%, and 70%, of total revenue for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively.

#### Note 14. Segment Information

The Company operates in two reportable segments. The KGS reportable segment is comprised of an aggregation of KGS operating segments, including DRSS, ME, ST&C, MS, and KTT. The US reportable segment consists of the Company's unmanned aerial, unmanned ground, unmanned seaborne and command, control and communications system products. The KGS and US segments provide products, solutions and services for mission critical National Security programs. KGS and US customers primarily include National Security related agencies, the DoD, intelligence agencies and classified agencies, and to a lesser degree, international government agencies and domestic and international commercial customers.

The Company organizes its reportable segments based on the nature of the products, solutions and services offered. Transactions between segments are generally negotiated and accounted for under terms and conditions similar to other government and commercial contracts. In the following table total operating income (loss) from continuing operations of the reportable business segments is reconciled to the corresponding consolidated amount. "Corporate activities" includes costs for certain stock-based compensation programs (including stock-based compensation costs for stock options, employee stock purchase plan and restricted stock units), the effects of items not considered part of management's evaluation of segment operating performance, merger and acquisition expenses, corporate costs not allocated to the segments, and other miscellaneous corporate activities.

Revenues, operating income (loss) and assets disclosed below provided by the Company's reportable segments for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, are as follows (in millions):

	2023	2022	2021
<b>Revenues:</b>			
Kratos Government Solutions			
Service revenues	\$ 395.9	\$ 320.0	\$
Product sales	429.0	356.6	
<b>Total Kratos Government Solutions</b>	<b>824.9</b>	<b>676.6</b>	
Unmanned Systems			
Service revenues	6.7	5.2	
Product sales	205.5	216.5	
<b>Total Unmanned Systems</b>	<b>212.2</b>	<b>221.7</b>	
<b>Total revenues</b>	<b>\$ 1,037.1</b>	<b>\$ 898.3</b>	<b>\$</b>
<b>Depreciation and amortization:</b>			
Kratos Government Solutions	\$ 24.1	\$ 22.7	\$
Unmanned Systems	9.1	7.8	
<b>Total depreciation and amortization</b>	<b>\$ 33.2</b>	<b>\$ 30.5</b>	<b>\$</b>
<b>Operating income (loss):</b>			
Kratos Government Solutions	\$ 52.7	\$ 27.2	\$
Unmanned Systems	4.2	(2.8)	
Corporate activities	(25.8)	(27.0)	
<b>Total operating income (loss)</b>	<b>\$ 31.1</b>	<b>\$ (2.6)</b>	<b>\$</b>

The US operating loss for the year ended December 25, 2022 included a \$5.5 million litigation settlement charge related to the resolution of a dispute with an international customer, for which the contractual arrangement was entered into in March 2011, prior to Kratos' acquisition of Composite Engineering Inc. The KGS operating income for the year ended December 25, 2022 includes \$6.4 million of expenses related to certain non-recoverable costs, including rate and cost growth items, resulting from the inability to hire the required planned direct labor base both internally and by the Company's subcontractors to execute on its backlog, due to the continued challenges in both hiring and retaining skilled manufacturing personnel, including approximately \$3.4 million in expenses in the Company's C5ISR business, and non-recoverable indirect cost rate growth resulting from a smaller than planned direct labor base due to delays in customer program execution and awards in the Company's Training Solutions business of approximately \$3.0 million. Revenues from foreign customers were approximately \$202.0 million or 19%, \$173.1 million or 19% and \$169.8 million or 21% of total revenue for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively.

Reportable segment assets are as follows (in millions):

	December 31, 2023	December 25, 2022	December 26, 2021
<b>Assets:</b>			
Kratos Government Solutions	\$ 1,190.2	\$ 1,105.1	\$ 907.6
Unmanned Systems	378.6	349.7	327.1
Corporate activities	63.7	96.7	354.8
<b>Total assets</b>	<b>\$ 1,632.5</b>	<b>\$ 1,551.5</b>	<b>\$ 1,589.5</b>

Assets of foreign subsidiaries in the KGS segment were \$204.6 million, \$178.3 million and \$166.2 million as of December 31, 2023, December 25, 2022 and December 26, 2021, respectively.

## **Note 15. Commitments and Contingencies**

In addition to commitments and obligations in the ordinary course of business, the Company is subject to various claims, pending and potential legal actions for damages, investigations relating to governmental laws and regulations and other matters arising out of the normal conduct of the Company's business. The Company assesses contingencies to determine the degree of probability and range of possible loss for potential accrual in its consolidated financial statements. An estimated loss contingency is accrued in the Company's consolidated financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Because litigation is inherently unpredictable and unfavorable resolutions could occur, assessing litigation contingencies is highly subjective and requires judgments about future events. When evaluating contingencies, the Company may be unable to provide a meaningful estimate due to a number of factors, including but not limited to the procedural status of the matter in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matters. In addition, damage amounts claimed in litigation against it may be unsupported, exaggerated or unrelated to possible outcomes, and as such are not meaningful indicators of its potential liability. The Company regularly reviews contingencies to determine the adequacy of its accruals and related disclosures. The amount of ultimate loss may differ from these estimates. It is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies. Whether any losses finally determined in any claim, action, investigation or proceeding could reasonably have a material effect on the Company's business, financial condition, results of operations or cash flows will depend on a number of variables, including: the timing and amount of such losses; the structure and type of any remedies; the monetary significance any such losses, damages or remedies may have on the consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors.

### **Legal and Regulatory Matters.**

#### *U.S. Government Cost Claims*

The Company's contracts with the DoD are subject to audit by the DCAA. As a result of these audits, from time to time the Company is advised of claims concerning potential disallowed, overstated or disputed costs. For example, during the course of recent audits of the Company's contracts, the DCAA is closely examining and questioning certain of the established and disclosed practices that it had previously audited and accepted. Costs incurred and allocated to contracts with the U.S. Government are regularly scrutinized for compliance with regulatory standards by the Company's personnel. For those Company subsidiaries and fiscal years which have not yet been audited by the DCAA or for those audits which are in process which have not been completed by the DCAA, the Company cannot reasonably estimate the range of loss, if any, that may result from audits and reviews in which it is currently involved given the inherent difficulty in predicting regulatory action, fines and penalties, if any, and the various remedies and levels of judicial review available to the Company in the event of an adverse finding. As a result, the Company has not recorded any liability related to these matters.

#### *Other Litigation Matters*

The Company is subject to normal and routine litigation arising from the ordinary course and conduct of business, and, at times, as a result of acquisitions and dispositions. Such disputes include, for example, commercial, employment, intellectual property, environmental and securities matters. The aggregate amounts accrued related to these matters are not material to the total liabilities of the Company. The Company intends to defend itself in any such matters and does not currently believe that the outcome of any such matters will have a material adverse impact on its financial condition, results of operations or cash flows.

## **Note 16. Redeemable Noncontrolling Interest**

On February 27, 2019, the Company acquired 80.1% of the issued and outstanding shares of capital stock of Florida Turbine Technologies Inc., a Florida corporation ("FTT Inc."), and 80.1% of the membership interests in KTT Core, a Delaware limited liability company, for an aggregate purchase price of approximately \$60 million. On February 18, 2022, the capital stock of FTT Inc. was conveyed to KTT Core for organizational purposes such that FTT Inc. is now a wholly owned subsidiary of KTT Core. In connection with the Company's acquisition of FTT Inc., and KTT Core, (i) beginning in January 2024, the holders (the "Holders") of the minority interests in KTT Core (the "Minority Interests") will have an annual right (the "Put Right") to sell all of the Minority Interests to the Company at a purchase price based on a specified multiple of the trailing 12 months EBITDA of KTT Core and its subsidiaries (the "Acquired Companies"), subject to adjustment as set forth in the Exchange Agreement entered into by and among the Company, the Acquired Companies and the Holders, as amended on February 18, 2022 (the "Exchange Agreement") (provided, however, that following certain events, including a change of control, the Put Right will be accelerated and the Minority Interest Purchase Price (as defined in the Exchange Agreement) will

be a specified increased multiple of the trailing 12 months EBITDA of the Acquired Companies); and (ii) beginning in January 2025, the Company will have an annual right to purchase all of the Minority Interests from the Holders at the Minority Interest Purchase Price.

On June 13, 2022, the Company entered into an Equity Purchase Agreement (the “Equity Purchase Agreement”) to acquire an additional 9.95% (the “Purchased Shares”) of the issued and outstanding shares of capital stock of KTT Core (together with its wholly-owned subsidiaries including FTT Inc.), a majority owned subsidiary of the Company, for an aggregate estimated purchase price of approximately \$6.4 million, to be paid in shares of Kratos common stock. Pursuant to the Equity Purchase Agreement, the Company paid consideration of \$2.7 million, paid in 190,258 shares of its common stock, based upon Kratos’ trading price on the date of distribution, representing half of the aggregate estimated purchase price to be paid by the Company for the Purchased Shares. Following the closing of the transactions contemplated by the Equity Purchase Agreement, the Company owned 90.05% of KTT Core. On April 7, 2023, the final aggregate purchase price, as updated to reflect the actual 2022 operating results and to reflect the market price of Kratos common stock on the day of issuance, was determined and 828,128 shares of Kratos common stock were issued to the Holders of the minority interest with a value of \$10.7 million. The Put Right and annual purchase right of the Holders and the Company, respectively, remain available under the Exchange Agreement as to the remaining 9.95% minority interest in KTT Core.

The Company adjusts the carrying value of such redeemable noncontrolling interest based on an allocation of subsidiary earnings based on ownership interest. Redeemable noncontrolling interest is recorded outside of permanent equity at the higher of its carrying value or management’s estimate of the amount (the “Redemption Amount”) that the Company could be required to pay in connection with the Put Rights. Adjustments to the Redemption Amount will have a corresponding effect on net income per share attributable to Kratos shareholders. As of December 31, 2023, the estimated Redemption Amount of the redeemable noncontrolling interest was \$22.5 million. For the year ended December 31, 2023, the Company recorded an adjustment of \$9.9 million to increase the carrying value of the redeemable noncontrolling interest to the estimated Redemption Amount. As of December 25, 2022, the estimated Redemption Amount of the redeemable noncontrolling interest was \$11.2 million. For the year ended December 25, 2022, the Company recorded an adjustment of \$3.1 million to increase the carrying value of the redeemable noncontrolling interest to the estimated Redemption Amount.

#### **Note 17. Derivative Financial Instruments**

The Company’s derivative portfolio consists of forward exchange contracts used to manage foreign currency risks and an interest rate swap contract to hedge U.S. dollar-one month Term SOFR in order to mitigate the exposure to interest rate movements associated with the Company’s Term Loan A. Derivative financial instruments are recognized on the Consolidated Balance Sheets as either assets or liabilities and are measured at fair value.

##### **Forward Exchange Contracts**

Changes in the fair values of foreign currency exchange contracts are recorded each period in earnings. As of December 31, 2023, the Company did not use hedge accounting for its foreign currency exchange contracts. The notional value of the Company’s foreign currency forward contracts at December 31, 2023 was \$9.3 million. At December 31, 2023, the fair value amounts of the forward exchange contracts were a \$0.3 million asset and a \$0.1 million liability. The net loss from these derivative instruments of \$1.3 million is included in other income (expense) for the year ended December 31, 2023. The notional value of the Company’s foreign currency forward contracts at December 25, 2022, was \$10.2 million. At December 25, 2022, the fair value amounts of the forward exchange contracts were a \$0.1 million asset and a \$0.3 million liability. The net loss from these derivative instruments of \$0.2 million is included in other income (expense) for the year ended December 25, 2022.

##### **Interest Rate Swap Contract**

On April 28, 2023, the Company entered into an interest rate swap contract with an initial notional amount of \$195.0 million to manage the variability of cash flows associated with the Term Loan A. The interest rate swap contract matures on May 1, 2026 and requires periodic interest rate settlements. The swap is at a fixed SOFR of 3.721% and settles monthly on the last day of each calendar month. The Company has designated the interest rate swap contract as a cash flow hedge and assesses the hedge effectiveness both at the onset of the hedge and at regular intervals throughout the life of the derivative. Changes in fair value (gains and losses) related to derivative financial instruments that qualify as cash flow hedges are deferred in Accumulated Other Comprehensive Income (Loss) (“AOCI”) until the underlying transaction is reflected in earnings. The net gain reclassified from AOCI from the interest rate swap reflected in earnings was \$2.0 million for the year ended December 31, 2023 and is recorded as an offset to interest expense. The Company did not have any interest rate swap contracts on December 25, 2022.

The fair value of this derivative represents the discounted value of the expected future discounted cash flows for the interest rate swap, based on the amortization schedule and the current forward curve for the remaining term of the contract, as of the date of each reporting period (in millions):

	December 31, 2023		December 25, 2022	
	Notional Value	Fair Value	Notional Value	Fair Value
Interest rate swap contract designated as a cash flow hedge, net of taxes	\$ 192.5	\$ 0.7	\$ —	\$ —

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“**Agreement**”) is entered into by and between Kratos Defense & Security Solutions, Inc., a Delaware corporation (“**Company**”) and Phil Carrai, an individual (“**Executive**”), effective as of January 1, 2023 (“**Effective Date**”). Certain terms used in this Agreement denoted by initial capital letters are defined in Section 17, to the extent not defined elsewhere in the Agreement.

### RECITALS

A. The Company wishes to continue to employ Executive upon the terms and conditions contained in this Agreement, and Executive wishes to enter into the Agreement and agrees to perform his obligations hereunder in consideration of his employment and salary, benefits and other terms described herein.

**NOW, THEREFORE**, in the consideration of the mutual covenants and agreements set forth herein, the Company and Executive, intending to be legally bound, hereby agree as follows:

### AGREEMENT

1. **Employment.** The Company shall employ Executive as President of the Company’s Space, Training & Cyber (“STC”) Division (the “**Position**”), and Executive accepts such employment and agrees to perform services for the Company, for the period and upon the terms and conditions set forth in this Agreement.

2. **Term.** The term of Executive’s employment hereunder shall be for a period commencing on the Effective Date and ending on December 31, 2025 (the “**Term**”), subject to earlier termination as hereinafter specified.

3. **Position and Duties.** During the term of this Agreement, Executive shall perform all duties and functions customarily performed by the Position of a business of the size and nature similar to that of the Company, and such other related employment duties as the President and CEO of the Company or his designee (the “**President**”) shall reasonably assign to him from time to time. Executive shall perform his duties principally at the executive offices of STC, with such travel to such other locations from time to time as the President may reasonably require. Except as may otherwise be approved in advance by the President, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, Executive shall devote his full working time to the services required of him hereunder. Executive shall use his reasonable best efforts, judgment and energy to improve and advance the business and interest of the Company and its subsidiaries and Affiliates, if applicable, in a manner consistent with the duties of the Position and with the Company’s Code of Legal and Ethical Conduct. Executive hereby confirms that he is under no contractual commitments inconsistent with his obligations set forth in this Agreement, and that during his employment, he will not render or perform services, or enter into any contract to do so, for any other corporation, firm, entity or person which are inconsistent with the provisions of this Agreement.

4. **Compensation.**

4.1 **Base Salary.** As compensation for all services to be rendered by Executive under this Agreement, the Company shall pay to Executive a base annual salary of Four Hundred Fifty Thousand Dollars (\$450,000.00) (the “**Base Salary**”), which shall be paid on a regular basis in accordance with the Company’s customary payroll procedures and policies. Executive will be

eligible for annual increases to the Base Salary in accordance with the Company's then current compensation policies.

4.2 **Incentive Compensation.** As incentive compensation for services rendered hereunder, Executive may, at the sole and absolute discretion of the Company, be entitled to receive additional annual compensation of up to sixty percent (60%) of the Base Salary ("Incentive Compensation").

4.3 **Equity Incentives.** Executive will be eligible for equity incentive grants at the discretion of Kratos' President and the Compensation Committee of the Board of Directors.

4.4 **Participation in Benefit Plans.** Executive and eligible family members shall be eligible to participate in, subject to his affirmative election to enroll in such plans requiring enrollment and to the extent eligible thereunder, any and all plans of the Company providing general benefits for the Company's employees, including, but not limited to, any group life insurance, hospitalization, disability, paid time off, medical, dental, pension, profit sharing, savings and stock bonus plans. Executive's participation in any such plan or program shall be subject to the provisions, rules, and regulations applicable thereto. Nothing in this Agreement shall impose on the Company any affirmative obligation to establish any benefit plan. The Company reserves the right to prospectively terminate or change benefit plans and programs it offers to its employees at any time.

4.5 **Expenses.** In accordance with the Company's policies established from time to time, the Company will pay or reimburse Executive for all reasonable and necessary out-of-pocket expenses incurred by him in the performance of the Position, subject to the presentment of appropriate receipts or expense reports in connection with the Company's policies and procedures. The following provisions shall be in effect for any reimbursements (and in-kind benefits) to which Executive otherwise becomes entitled under this Agreement, in order to assure that such reimbursements (and benefits) do not create a deferred compensation arrangement subject to Section 409A of the Internal Revenue Code of 1986, as amended ("**Code**"):

(a) The amount of reimbursements (or in-kind benefits) to which Executive may become entitled in any one calendar year shall not affect the amount of expenses eligible for reimbursement (or in-kind benefits) hereunder in any other calendar year.

(b) Each reimbursement to which Executive becomes entitled shall be made by the Company as soon as administratively practicable following Executive's submission of the supporting documentation, but in no event later than the close of business of the calendar year following the calendar year in which the reimbursable expense is incurred.

(c) Executive's right to reimbursement (or in-kind benefits) cannot be liquidated or exchanged for any other benefit or payment.

4.6 **Taxes and Other Withholding.** The Company may withhold from any benefits or amounts payable (including any Severance Payment or Change in Control Severance Payment, as defined below) under this Agreement all federal, state, city or other taxes and other amounts as shall be required pursuant to any law or governmental regulation or ruling or as elected by Executive.

5. **Annual Leave.** Executive shall earn paid time off and shall maintain paid time off balances in accordance with the Company's standard policies.

6. **Compensation upon Termination.** Executive shall be entitled to the following payments, if any, upon the termination of his employment by the Company. The compensation described in this Section 6 shall be in lieu of any separation or severance compensation offered to Executive under any general policies of the Company.



6.1 **Cause.** In the event Executive is terminated by the Company for Cause pursuant to Section 11.1, Executive shall not be entitled to any compensation other than Base Salary accrued through the date of termination, plus accrued but unused paid time off.

6.2 **Resignation.** In the event Executive resigns from the Company voluntarily pursuant to Section 11.2, Executive shall be entitled to receive Executive's Base Salary accrued through the effective date of termination, plus accrued but unused paid time off. Should Executive resign his employment upon thirty (30) days' advance written notice, Company reserves the right to immediately relieve Executive of all job duties and provide Executive with payment of thirty (30) days Base Salary in lieu of any portion of the notice period.

6.3 **Without Cause.** In the event Executive is terminated by the Company Without Cause pursuant to Section 11.3, the Company shall pay to Executive (i) any Base Salary accrued through the date of termination, (ii) any accrued but unused paid time off; (iii) continued payment of the Base Salary for a period of twelve (12) months (the "**Severance Period**"); and (iv) any Incentive Compensation which is earned as of the date of termination pursuant to the terms of any then existing Incentive Compensation Agreement. The payment provided by Subsection (iii) of this Section 6.3 shall be referred to as a "**Severance Payment.**" Except as otherwise provided herein, the Severance Payment shall be paid to Executive on a regular basis in accordance with the Company's regular payroll procedures and policies.

6.4 **Disability.** If Executive becomes physically, mentally disabled during the term of this Agreement and such disability continues for a period of three hundred and sixty five (365) days, the Company may, to the extent permitted by applicable law after the expiration of such period, terminate this Agreement by giving written notice to Executive. For purpose of this Agreement, the term "**disabled**" shall be defined as Executive's inability through physical, or mental illness, to perform all of the duties which Executive is required to perform under this Agreement with or without reasonable accommodation as such terms are defined under the Americans with Disabilities Act. In the event that the Executive is terminated pursuant to this section, the Company shall pay to Executive (i) Executive's Base Salary through the date that he is terminated; and (ii) any accrued but unused paid time off.

6.5 **Upon Change of Control.** In the event Executive's employment is terminated by the Company without Cause upon a Change of Control of the Company as defined in the Company's Restricted Stock Agreement, the Company shall pay to Executive: (i) any Base Salary accrued through the date of termination, (ii) any accrued but unused vacation time; and (iii) continued payment of the Base Salary for a period of twelve (12) months (the "**Change of Control Severance Period**"). Subsection (iii), above, of this Section 6.5 shall be referred to as a "**Change in Control Severance Payment.**"

6.6 **Release.** The receipt of the Severance Payment, Change in Control Severance Payment or other benefits pursuant to this Section 6 will be subject to Executive signing and not revoking a customary and standard employee release of claims agreement in a form prescribed by the Company, and such release becoming effective and irrevocable within forty-five (45) days of Executive's termination. No severance or other benefits will be paid or provided until the release of claims agreement becomes effective, and any severance amounts or benefits otherwise payable between the date of Executive's termination and the date such release becomes effective shall be paid on the effective date of such release, subject to the delay in the following paragraph. If the termination occurs after November 15, no payments shall be made until the first payroll date of the following calendar year, after the release has become effective, subject to the delay in the following paragraph.

6.7 **Delay of Payment; Other 409A Matters.** Notwithstanding any other provision of this Agreement whatsoever, the Company, in its sole discretion, shall have the right to construe this Agreement in a manner that complies with Section 409A of the Code (relating to deferred compensation arrangements) and any related administrative guidance issued by the Internal

Revenue Service. Notwithstanding any inconsistent provision of this Agreement, if Executive is a “specified employee” within the meaning of Section 409A of the Code at the time of Executive’s termination, then only that portion of the Severance Payment or Change in Control Severance Payment, together with any other severance payments or benefits that, in each case, are non-qualified deferred compensation under Code Section 409A, which (a) do not exceed the Section 409A Limit (as defined below), and (b) which qualify as separation pay under Treasury Regulation Section 1.409A-1(b)(9)(iii), may be paid within the first six (6) months following Executive’s termination. Otherwise, the portion of the Severance Payment or Change in Control Severance Payment, together with any other severance payments or benefits that, in each case, are non-qualified deferred compensation under Section 409A, that would otherwise be payable within the six (6) month period following Executive’s termination will instead be paid in a lump sum on the date six (6) months and one (1) day following the date of Executive’s termination (or the next business day if such date is not a business day), provided Executive has complied with the requirements for such payment. For purposes of this Agreement, “**Section 409A Limit**” means the lesser of two (2) times: (i) Executive’s “annualized compensation” as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1), or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a) (17) of the Code for the year of the termination, or such successor limit as may apply. Each payment specified hereunder is designated a separate payment for purposes of Section 409A. The Company shall have no liability to Executive for any adverse tax or other consequences related to the payments provided hereunder and to the extent any payment or benefit would result in adverse or other tax consequences under Section 409A, Executive shall have no legally enforceable right to such payment or benefit. For purposes of this Agreement, termination of employment and similar phrases mean a “separation from service” within the meaning of Section 409A.

7. **Proprietary Matter; Ownership.**

7.1 Except as permitted or directed by the Company or as required by law, Executive shall not during the term of his employment or at any time thereafter knowingly divulge, furnish, disclose or make accessible (other than in the ordinary course of the business of the Company) to anyone for use in any way any confidential, secret, or proprietary knowledge or information of the Company or its Affiliates that is not in the public domain (“**Proprietary Matter**”) which Executive has acquired or become acquainted with or will acquire or become acquainted with during his employment with the Company and its Affiliates, whether developed by himself or by others, including, but not limited to, any trade secrets, confidential or secret designs, processes, formulae, software or computer programs, plans, devices, or material (whether or not patented or patentable, copyrighted or copyrightable) directly or indirectly useful in any aspect of the business of the Company and its Affiliates, any confidential customer, distributor or supplier lists of the Company or its Affiliates, any confidential or secret development or research work of the Company or its Affiliates, or other confidential, secret or non-public aspects of the business of the Company or its Affiliates. Executive acknowledges that the Proprietary Matter constitutes a unique and valuable asset of the Company or its Affiliates, acquired at great time and expense by the Company or such Affiliates, and that any disclosure or other use of the Proprietary Matter other than for the sole benefit of the Company or such Affiliates would be wrongful and could cause irreparable harm to the Company or such Affiliates. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known, other than as a direct or indirect result of the breach of this Agreement by Executive or the breach of any obligation of confidentiality by any other person.

7.2 Executive agrees that he will fully inform and disclose to the Company from time to time all inventions, designs, improvements, enhancements, developments and discoveries which he now has, or may hereafter have, during the Term which pertain or relate to the business of the Company or its Affiliates or to any experimental work carried on by the Company or its Affiliates. All such inventions, designs, improvements, enhancements, developments and discoveries shall be the exclusive property of the Company or its Affiliates. Executive hereby

assigns the rights to all such inventions, designs, improvements, enhancements, developments and discoveries to the Company or its Affiliates. Executive shall reasonably assist the Company or its Affiliates in obtaining patents on all such inventions, designs, improvements, enhancements, developments and discoveries deemed patentable by the Company or its Affiliates and shall execute all documents (including assignments and related affidavits) and do all things reasonably necessary to obtain such patents. This provision shall not apply to any inventions for which no equipment, supplies, facilities or trade secret information of the Company or its Affiliates was used and which was developed on Executive's own time without using any of the Company's or its Affiliates' equipment, supplies, facilities or trade secret information, except for those inventions which either: (a) related at the time of conception or reduction to practice of the invention to the Company's or its Affiliates' respective businesses, or actual or demonstrably anticipated research or development of the Company or its Affiliates, or (b) resulted from any work performed by Executive for the Company or its Affiliates.

7.3 Executive acknowledges and understands that, pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (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 in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, if an employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the employee may disclose the trade secret to the employee's attorney and use the trade secret information in the court proceeding, if the employee (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. In the event that disclosure of Company trade secrets was not done in good faith pursuant to the above, the employee may be subject to substantial damages, including punitive damages and attorneys' fees.

8. **Ventures.** If, during the term of this Agreement, Executive is engaged in or associated with the planning or implementing of any project, program or venture directly related to the business of the Company or its Affiliates and a third party or parties, all rights in the project, program or venture shall belong to the Company and shall constitute a corporate opportunity belonging exclusively to the Company. Except as expressly approved in writing by the Company, Executive shall not be entitled to any interest in such project, program or venture or to any commission, finder's fee or other compensation in connection therewith, other than the compensation to be paid to Executive as provided in this Agreement.

9. **Noninterference With Business.**

9.1 During his employment and for the Restricted Period (as defined in Section 17.5), Executive agrees not to, whether on his own behalf or as a partner, officer, director, employee, agent or consultant of any other person or entity, directly or indirectly, engage or attempt to engage in any business that is similar to the type of business conducted by the STC Division for the purpose of improperly diverting or taking away business from the STC Division or the Company in any geographic area in which the STC Division was engaged in business as of the date of termination of Executive's employment with the Company (except by ownership of five percent (5%) or less of the outstanding stock of any publicly held corporation).

9.2 During his employment and for the Restricted Period, Executive agrees not to (a) directly or indirectly contact any of the STC Division's then current customers or prospective customers with whom the STC Division is then engaged in discussions or proposal negotiations for the purpose of improperly diverting or taking away business from the STC Division or the Company; or (b) otherwise interfere with, impair, disrupt or damage the STC Division or the Company's relationship with any of its then current or prospective customers with whom the STC Division was engaged in discussions or proposal negotiations during Executive's employment with the Company.

9.3 During his employment and for two (2) years following the termination of his employment for any reason, Executive agrees not to knowingly directly or indirectly solicit, induce or encourage any employee of the Company to terminate or breach an employment relationship with the Company.

9.4 Executive and the Company agree that the restrictions in this Section 9 are reasonably necessary to protect the Company's legitimate business interests, including, without limitation, the preservation of its valuable trade secret and confidential information and the preservation of its goodwill and customer relationships. Executive and the Company further agree that the geographic scope stated herein is reasonable because the STC Division operates throughout the United States and in various places throughout the world.

10. **Non-Disparagement.** Executive expressly agrees that during his employment by the Company and for two (2) years following the termination of such employment for any reason, he will make no statement and take no actions of any kind, verbal or written, that directly or indirectly disparages the Company or the Related Parties, injures their general reputation or interferes with the Company's or its Affiliates' operations, except as required by applicable law. Nothing in this Section 10 shall restrict Executive from cooperating or communicating with any government or listing entity.

11. **Termination Prior to Expiration of the Term.**

11.1 **Termination for Cause.** The Company may terminate Executive's employment at any time for "Cause" (each as defined in Section 17) immediately upon written notice to Executive. Such written notice shall set forth with reasonable specificity the Company's basis for such termination.

11.2 **Resignation.** Executive's employment shall be terminated on the earlier of the date that is thirty (30) days following the submission of Executive's written resignation to the Company or the date such resignation is accepted by the Company.

11.3 **Termination Without Cause.** The Company may terminate Executive's employment Without Cause upon written notice to Executive. Termination "Without Cause" shall mean termination of employment by the Company on any basis other than termination of Executive's employment hereunder pursuant to 11.1 or 11.2.

12. **Surrender of Records and Property.** Upon termination of his employment for any reason, Executive shall deliver promptly to the Company all records, manuals, books, blank forms, documents, letters, licenses, briefings, memoranda, notes, notebooks, reports, data, tables, and calculations or copies thereof, which are the property of the Company and which relate in any way to the business, customers, products, practices or techniques of the Company, and all other property of the Company and Proprietary Matter, including, but not limited to, all documents which in whole or in part, contain any trade secrets or confidential information of the Company, which in any of these cases are in his possession or under his control. If Executive purchases any record book, ledger, or similar item to be used for keeping records of or information regarding the business of the Company or its customers, Executive shall immediately notify the Company and provide documentation of such purchase, which shall then immediately reimburse Executive for the expense of such purchase.

13. **Assignment.** This Agreement shall not be assignable, in whole or in part, by Executive. The Company may, upon notice to Executive, assign its rights and obligations under this Agreement to an Affiliate of the Company or any purchaser of substantially all of the Company's assets.

Upon such assignment by the Company, this Agreement shall be enforceable by the Executive and the assignee respectively. After any such assignment by the Company, Executive and the Company shall be discharged from all further liability hereunder to each other.

14. **Injunctive Relief.** Executive agrees that it would be difficult to compensate the Company fully for damages for any violation of the provisions of this Agreement, including, without limitation, the provisions of Sections 7, 9, 10 and 12. Accordingly, Executive specifically agrees that the Company shall be entitled to temporary and permanent injunctive relief to enforce the provisions of this Agreement. This provision with respect to injunctive relief shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief.

15. **Arbitration.**

15.1 **Claims Covered.** The parties shall resolve by arbitration all statutory, contractual and/or common law claims or controversies (“**Claims**”) that the Company may have against Executive, or that Executive may have against the Company or any of its officers, directors, employees or agents in their capacity as such or otherwise. Claims subject to arbitration include claims for breach of any contract (express or implied).

15.2 **Claims Not Covered.** The arbitration of Claims shall not apply to (i) claims by Executive for workers’ compensation or unemployment insurance; (ii) claims which even in the absence of these arbitration provisions could not have been litigated in court or before any administrative proceeding under applicable federal, state or local law; (iii) claims by the Company for injunctive and/or other equitable relief; (iv) claims for which arbitration is prohibited under applicable rules in the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation Supplement and (v) claims for employee benefits under any employee benefit plan subject to ERISA.

15.3 **Procedures.** Claims shall be settled by arbitration by a single, neutral arbitrator in accordance with the employment arbitration rules then in effect of Judicial Arbitration and Mediation Services (JAMS) which can be found at [www.jamsadr.com/rules-employment-arbitration](http://www.jamsadr.com/rules-employment-arbitration). The arbitrator shall determine all questions of fact and law relating to any Claim, including but not limited to, whether or not any such Claim is subject to the arbitration provisions contained herein. The parties shall be permitted to engage in such pre-hearing discovery as the arbitrator shall permit. The arbitrator shall issue a written arbitration decision which shall include essential findings and conclusions on which any award is based. The decision shall remain confidential between the parties and shall not be published by the arbitrator or JAMS. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case, except insofar as such fees or expenses are otherwise recoverable pursuant to a statutory claim or cause of action. The Company shall bear the other costs of the arbitration, including the cost of any record or transcript of the arbitration, administrative fees, the fee of the arbitrator, and all other fees and costs.

15.4 **Remedies; Waiver of Jury Trial.** Executive understands that Executive is waiving the right to seek certain remedies in court, including the right to a jury trial. The arbitrator shall be empowered to award any relief which might have been available in a court of law or equity.

15.5 **Required Notice and Statute of Limitations.** Arbitration shall be initiated by serving or mailing a written notice to the other party within the applicable statutory limitations period. Any notice to be sent to the Company shall be delivered to the Company President with a mandatory copy to Kratos’ General Counsel, 10680 Trenea Street, 6<sup>th</sup> Floor, San Diego, CA 92131, facsimile 858-812-7303. The notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based.

16. **Miscellaneous.**

16.1 **Governing Law and Venue.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions, and all proceedings shall be brought in the courts or arbitral forums located in Northern Virginia (Washington, D.C. metropolitan area), San Diego, California, or some other location as agreed by the parties.

16.2 **Prior Agreements.** This Agreement, coupled with Executive's Proprietary Information Agreement, contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter. The parties have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

16.3 **Successors.** The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees on the one hand, and by any successor or assignee of the Company on the other hand.

16.4 **Amendments.** No amendment or modification of this Agreement shall be deemed effective unless made in writing signed by the parties.

16.5 **No Waiver.** No term or condition of this Agreement shall be deemed to have been waived nor shall there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

16.6 **Severability and Reformation.** To the extent any provision of this Agreement shall be considered by a court or arbitrator to be invalid or unenforceable, the provision shall be considered deleted here from and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. Each of the parties recognizes that the restrictions contained in this Agreement are properly required for the adequate protection of the Company's business and that in the event any covenant or other provision contained herein shall be deemed to be illegal, unenforceable or unreasonable by a court or other tribunal of competent jurisdiction, each of the parties agrees and submits to the reduction of said restrictions to such duration and/or scope as said court or tribunal shall deem reasonable.

16.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all which together shall be deemed to be one and the same instrument.

16.8 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given or received: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient upon confirmed receipt, if not, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company and Executive at their respective addresses as set forth on the signature page hereof or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other party.

17. **Definition of Terms.** The following terms referred to in this Agreement shall have the following meanings:

17.1 **Affiliate.** “Affiliate” with respect to any person or entity, means a person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such person or entity.

17.2 **Cause.** Termination for “Cause” means termination due to any of the following reasons: (i) Executive’s Misconduct; (ii) Executive’s willful violation of posted policy or rules of the Company; (iii) Executive’s willful refusal to follow the lawful directions given by Executive’s direct supervisor or the President of the Company from time to time or breach of any material covenant or obligation under this Agreement or other agreement with the Company; or (iv) Executive’s breach of the duty of loyalty to the Company that causes or is reasonably likely to cause injury to the Company.

17.3 **Misconduct.** “Misconduct” means:

17.3.1 Indictment or conviction of a felony or for an act of fraud, embezzlement or other act of gross misconduct against the Company in the performance of duties hereunder.

17.3.2 Misuse, misappropriation or disclosure of any of the Proprietary Matter, directly or indirectly, or use of it in any way, except as required or permitted in the course of Executive’s employment.

17.3.3 Knowing misappropriation, concealment, or conversion of any money or property of the Company that causes or could cause injury to the Company.

17.3.4 Reckless conduct which endangers or is reasonably likely to endanger the safety of persons or property during the course of employment or while on Company premises.

17.3.5 A material violation of the Company’s Code of Legal and Ethical Conduct.

17.4 **Related Parties.** “Related Parties” means each of the Company’s present and former directors, officers, employees, trustees, agents, attorneys, insurers, shareholders, representatives, predecessors, successors and assigns, and if any, its parent corporations, subsidiaries, divisions, related and affiliated companies and entities.

17.5 **Restricted Period.** The “Restricted Period” means a period of (a) two (2) years after the termination of Executive’s employment for Cause or (b) one (1) year after the termination of Executive’s employment for any other reason.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the Effective Date.

**THE COMPANY: EXECUTIVE:**  
**Kratos Defense & Security Solutions, Inc.**

By: /S/ Eric M. DeMarco      /S/ Phil Carrai  
Name: Eric DeMarco      Phil Carrai  
Title: President and CEO      Title: President, STC  
Date: \_\_\_\_\_

Address for Notice:      Address for Notice:

10680 Treena Street, 6<sup>th</sup> Floor      1259 Cobble Pond Way  
San Diego, CA 92131      Vienna, VA 22182  
Attn:      Law Department



## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“**Agreement**”) is entered into by and between Kratos Defense & Security Solutions, Inc., a Delaware corporation (“**Company**”), and Steven Fendley, an individual (“**Executive**”), effective as of January 1, 2024 (“**Effective Date**”). Certain terms used in this Agreement denoted by initial capital letters are defined in Section 17, to the extent not defined elsewhere in this Agreement.

### RECITALS

1. Executive is currently an employee of Company or one of its Affiliates, and in such capacity has obtained extensive and valuable knowledge and confidential information concerning the Company’s business and confidential customer relationships and has developed goodwill with the customers and the business.

2. The Company wishes to continue to employ Executive upon the terms and conditions contained in this Employment Agreement and Executive wishes to enter into this Agreement and agrees to perform his obligations hereunder in consideration of his employment, salary, benefits and other terms described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Company and Executive, intending to be legally bound, hereby agree as follows:

### AGREEMENT

1. **Employment.** The Company shall employ Executive as Senior Vice President and Division President of the Company’s Unmanned Systems (“**US**”) Division (the “**Position**”), and Executive accepts such employment and agrees to perform the duties and functions set forth herein for the Company, for the period and upon the other terms and conditions set forth in this Agreement. Upon the Effective Date, any and all prior employment agreements between the Company and Executive shall be of no further force or effect, and this Agreement shall supersede all such prior agreements.

2. **Term.** The term of Executive’s employment hereunder shall be for a period commencing on the Effective Date and ending on December 31, 2026 (the “**Term**”, which phrase shall include any renewal term as specified below), subject to earlier termination as hereinafter specified. Upon expiration of the Term, this Agreement may be renewed upon written agreement of the parties for an additional term of one (1) year.

3. **Position and Duties.** Executive shall perform all duties and functions customarily performed by the Position of a business of the size and nature similar to that of the Company, and such other related employment duties as the President & CEO of the Company (the “**President**”) or his designee shall reasonably assign to Executive from time to time. Executive shall perform his duties principally at the Company’s office in Round Rock, Texas, with travel to other locations from time to time as the President may reasonably require. Except as may otherwise be approved in advance by the President, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, Executive shall devote his full working time to the services required of him hereunder. Executive shall use his reasonable best efforts, judgment and energy to improve and advance the business and interest of the Company and its subsidiaries and Affiliates, if applicable, in a manner consistent with the duties of the Position and with the Company’s Code of Legal and Ethical Conduct. Executive hereby confirms that he is under no contractual commitments inconsistent with his obligations set forth in this Agreement, and that during his employment, he will not render or perform services, or enter into any contract to do so, for any other corporation, firm, entity or person which are inconsistent with the provisions of this Agreement.

#### 4. Compensation.

4.a **Base Salary.** As compensation for all services to be rendered by Executive under this Agreement, the Company shall pay to Executive a base annual salary of Four Hundred Thousand Dollars (\$400,000) (the “**Base Salary**”), which shall be paid on a regular basis in accordance with the Company’s customary payroll procedures and policies, and pro-rated for partial years, but no Base Salary shall be paid for periods of disability during which the Executive is not performing services for the Company. Executive will be eligible for annual increases to the Base Salary in accordance with the Company’s then current compensation policies.

4.b **Incentive Compensation.** In addition to the Base Salary, and as incentive compensation for services rendered hereunder, Executive will participate in the Company’s annual bonus program and will be eligible to earn up to sixty percent (60%) of Base Salary (“**Incentive Compensation**”), based upon the attainment of individual performance objectives established by the President. Details of the bonus program will be included in a separate document.

4.c **Equity Incentives.** Executive will be eligible for equity incentive grants at the discretion of the President and the Compensation Committee of the Board of Directors.

4.d **Participation in Benefit Plans.** Executive and eligible family members shall be eligible to participate in, subject to his affirmative election to enroll in such plans requiring enrollment, to the extent eligible thereunder in any and all plans of the Company providing general benefits for the Company’s employees, including, but not limited to, any group life insurance, hospitalization, disability, paid time off, medical, dental, pension, profit sharing, savings and stock bonus plans. Executive’s participation in any such plan or program shall be subject to the provisions, rules, and regulations applicable thereto. Nothing in this Agreement shall impose on the Company any affirmative obligation to establish any benefit plan. The Company reserves the right to prospectively terminate or change benefit plans and programs it offers to its employees at any time, *provided, however*, that the Company will not reduce or discontinue Executive’s benefits in place on the Effective Date unless such reduction or discontinuance is applied to all other employees of the Company participating in such benefits or unless such reduction or discontinuance is implemented to avoid adverse tax or legal consequences.

4.e **Expenses.** In accordance with the Company’s policies established from time to time, the Company will pay or reimburse Executive for all reasonable and necessary out-of-pocket expenses incurred by him in the performance of the Position, subject to the presentment of appropriate receipts or expense reports in accordance with the Company’s policies and procedures. The following provisions shall be in effect for any reimbursements (and in-kind benefits) to which Executive otherwise becomes entitled under this Agreement, in order to assure that such reimbursements (and benefits) do not create a deferred compensation arrangement subject to Section 409A of the Internal Revenue Code of 1986, as amended (“**Code**”):

(a) The amount of reimbursements (or in-kind benefits) to which Executive may become entitled in any one calendar year shall not affect the amount of expenses eligible for reimbursement (or in-kind benefits) hereunder in any other calendar year.

(b) Each reimbursement to which Executive becomes entitled shall be made by the Company as soon as administratively practicable following Executive’s submission of the supporting documentation, but in no event later than the close of business of the calendar year following the calendar year in which the reimbursable expense is incurred.

(c) Executive's right to reimbursement (or in-kind benefits) cannot be liquidated or exchanged for any other benefit or payment.

4.f **Taxes and Other Withholding.** The Company may withhold from any benefits or amounts payable under this Agreement all federal, state, city or other taxes and other amounts as shall be required or permitted pursuant to any law or governmental regulation or ruling or as elected by Executive.

5. **Annual Leave.** Executive shall earn paid time off and shall maintain paid time off balances in accordance with the Company's standard policies applicable to similarly situated executives.

6. **Compensation upon Termination.** Executive shall be entitled to the following payments, if any, upon the termination of his employment by the Company. The compensation described in this Section 6 shall be in lieu of any other separation or severance compensation offered to Executive under any general policies of the Company.

6.a **For Cause.** In the event Executive is terminated by the Company for Cause pursuant to Section 11.1, Executive shall not be entitled to any compensation other than Base Salary accrued through the date of termination, unreimbursed business expenses under Section 4.5, accrued but unused paid time off under Section 5, and any earned and accrued, but not yet paid, Incentive Compensation as of the date of termination pursuant to the terms of any then-existing incentive compensation plan (collectively, the "Accrued Payments").

6.b **Resignation.** In the event Executive resigns from the Company voluntarily pursuant to Section 11.2, Executive shall not be entitled to any compensation other than the Accrued Payments. Should Executive resign his employment upon thirty (30) days' advance written notice, the Company reserves the right to relieve Executive of all job duties on notice and provide Executive with payment in lieu of any remaining portion of the notice period; provided, however, if the Executive provides more than 30 days' advance notice, the Company may select an earlier termination date and treat such earlier termination date as the date which Executive selected for his termination.

6.c **Without Cause.** In the event Executive is terminated by the Company Without Cause pursuant to Section 11.3, the Executive shall not be entitled to any compensation and the Company shall only: (i) pay to Executive the Accrued Payments; (ii) pay to Executive continued payment of the Base Salary for twelve (12) months (the "Severance Period"), and (iii) make available continued medical and dental benefits for Executive and eligible family members under the Company-sponsored group health plans in which Executive and eligible family members were enrolled at the termination of his employment at the employee contribution rate during the Severance Period, unless doing so would result in adverse tax or other consequences under Section 105(h) of the Code or under the Patient Protection and Affordable Care Act, as amended (which coverage shall run concurrently with COBRA coverage). The aggregate benefits provided by Subsections (ii) and (iii) of this Section 6.3 shall be referred to as a "Severance Payment." Except as otherwise provided herein, the Severance Payment shall be paid to Executive on a regular basis in accordance with the Company's regular payroll procedures and policies.

6.d **Disability.** If Executive becomes disabled during the term of this Agreement for 120 days in any 365 day period, the Company may, to the extent permitted by applicable law, terminate this Agreement and Executive's employment by giving written notice to Executive. For purpose of this Agreement, the term "disabled" shall be defined as Executive's inability through physical or mental illness, to perform all of the duties which Executive is required to perform under this Agreement with or without reasonable accommodation as such terms are defined under the Americans with Disabilities Act. In the

event that the Executive is terminated pursuant to this Section, the Executive shall not be entitled to any compensation other than the Accrued Payments.

6.e **Upon a Change of Control.** In the event Executive's employment is terminated by the Company without Cause (as defined in Section 17 hereto) or Executive resigns for Good Reason (as defined in Section 17 hereto) within the twelve (12) months following a Change of Control of the Company, as defined in the Company's 2014 Equity Incentive Plan as may be in effect from time to time (a "Change of Control"), the Executive shall not be entitled to any compensation, including pursuant to Section 6.3 above, and the Company shall: (i) pay to Executive the Accrued Payments, (ii) pay to Executive the Base Salary for a period of twelve (12) months (the "Change of Control Severance Period") and (iii) make available continued medical and dental benefits for Executive and eligible family members under the Company-sponsored group health plans in which Executive and eligible family members were enrolled at the termination of his employment at the employee contribution rate during the Change of Control Severance Period, unless doing so would result in adverse tax or other consequences under Section 105(h) of the Code or under the Patient Protection and Affordable Care Act, as amended (which coverage shall run concurrently with COBRA coverage). The aggregate benefits provided by Subsections (ii) and (iii) of this Section 6.5 shall be referred to as a "Change of Control Severance Payment." Further, in the event Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason within the twelve (12) months following a Change of Control of the Company, 100% of all stock options and restricted stock units granted to him under the Company's equity incentive plans that remain unvested as of the date of termination shall accelerate, to the extent permissible by law and to the extent doing so would not result in a "plan failure" under Section 409A of the Code, and except as otherwise specifically provided in any then existing vesting provisions set forth in the applicable equity award agreement and/or the Company equity incentive plan.

6.f **Release.** The receipt of the Severance Payment, Change of Control Severance Payment or other benefits pursuant to this Section 6 (other than the Accrued Payments) will be subject to Executive signing and not revoking a release of claims agreement in a form prescribed by the Company, and such release becoming effective and irrevocable within thirty-five (35) days of Executive's termination. No severance or other benefits will be paid or provided until the 40th day after Executive's termination, and any severance amounts or benefits otherwise payable between the date of Executive's termination and the 40th day after Executive's termination shall be paid 40 days after Executive's termination, subject to the delay in the following paragraph.

6.g **Delay of Payment; Other 409A Matters.** Notwithstanding any other provision of this Agreement, the Company, in its sole discretion, shall have the right to construe this Agreement in a manner that complies with Section 409A of the Code (relating to deferred compensation arrangements) and any related administrative guidance. Notwithstanding any inconsistent provision of this Agreement, if Executive is a "specified employee" within the meaning of Section 409A of the Code at the time of Executive's termination, then only that portion of the Severance Payment or Change of Control Severance Payment, together with any other severance payments or benefits that, in each case, are nonqualified deferred compensation under Section 409A, which (a) do not exceed the Section 409A Limit (as defined below), and (b) which qualify as separation pay under Treasury Regulation Section 1.409A-1(b)(9)(iii), may be paid within the first six (6) months following Executive's termination. Otherwise, the portion of the Severance Payment, together with any other severance payments or benefits that, in each case, are nonqualified deferred compensation under Section 409A, that would otherwise be payable within the six (6) month period following Executive's termination will instead be paid in a lump sum on the date six (6) months and one (1) day following the date of Executive's termination (or the next business day if such date is not a business day), provided Executive has complied with the requirements for such payment. For purposes of this Agreement, "Section 409A Limit" means the lesser of two (2) times: (i) Executive's "annualized compensation" as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1), or (ii) the maximum

amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year of the termination, or such successor limit as may apply. Each payment specified hereunder is designated a separate payment for purposes of Section 409A. The Company shall have no liability to Executive for any adverse tax or other consequences related to the payments provided hereunder and to the extent any payment or benefit would result in adverse or other tax consequences under Section 409A, Executive shall have no legally enforceable right to such payment or benefit. For purposes of this Agreement, termination of employment and similar phrases mean a "separation from service" within the meaning of Section 409A of the Code.

7. **Proprietary Matter; Ownership.**

7.a Except as permitted or directed by the Company or as required by law, Executive shall not during the term of his employment or at any time thereafter knowingly divulge, furnish, disclose or make accessible (other than in the ordinary course of the business of the Company) to anyone for use in any way any confidential, secret, or proprietary knowledge or information of the Company or its Affiliates that is not generally known to the relevant public ("**Proprietary Matter**") which Executive has acquired or become acquainted with or will acquire or become acquainted with during his employment with the Company and its Affiliates, whether developed by himself or by others, including, but not limited to, any trade secrets, confidential or secret designs, processes, formulae, software or computer programs, plans, devices, or material (whether or not patented or patentable, copyrighted or copyrightable) directly or indirectly useful in any aspect of the business of the Company and its Affiliates, any confidential customer, distributor or supplier lists of the Company or its Affiliates, any confidential or secret development or research work of the Company or its Affiliates, or other confidential, secret or non-public aspects of the business of the Company or its Affiliates. Executive acknowledges that the Proprietary Matter constitutes a unique and valuable asset of the Company or its Affiliates, acquired at great time and expense by the Company or such Affiliates, and that any disclosure or other use of the Proprietary Matter other than for the sole benefit of the Company or such Affiliates would be wrongful and could cause irreparable harm to the Company or such Affiliates. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known, other than as a direct or indirect result of the breach of this Agreement by Executive or the breach of any obligation of confidentiality by any other person.

7.b Executive agrees that he will fully inform and disclose to the Company from time to time all inventions, designs, improvements, enhancements, developments and discoveries which he now has, or may hereafter have, during the Term which pertain or relate to the business of the Company or its Affiliates or to any experimental work carried on by the Company or its Affiliates. All such inventions, designs, improvements, enhancements, developments and discoveries shall be the exclusive property of the Company or its Affiliates. Executive hereby assigns the rights to all such inventions, designs, improvements, enhancements, developments and discoveries to the Company or its Affiliates. Executive shall reasonably assist the Company or its Affiliates in obtaining patents on all such inventions, designs, improvements, enhancements, developments and discoveries deemed patentable by the Company or its Affiliates and shall execute all documents (including assignments and related affidavits) and do all things reasonably necessary to obtain such patents. This provision shall not apply to any inventions for which no equipment, supplies, facilities or trade secret information of the Company or its Affiliates was used and which was developed on Executive's own time without using any of the Company's or its Affiliates' equipment, supplies, facilities or trade secret information, except for those inventions which either: (a) related at the time of conception or reduction to practice of the invention to the Company's or its Affiliates' respective businesses, or actual or demonstrably anticipated research or development of the Company or its Affiliates, or (b) resulted from any work performed by Executive for the Company or its Affiliates.

7.c Executive acknowledges and understands that, pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (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 in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, if an employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the employee may disclose the trade secret to the employee's attorney and use the trade secret information in the court proceeding, if the employee (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. In the event that disclosure of Company trade secrets was not done in good faith pursuant to the above, the employee may be subject to substantial damages, including punitive damages and attorneys' fees.

8. **Ventures.** If, during the term of this Agreement, Executive is engaged in or associated with the planning or implementing of any project, program or venture directly related to the business of the Company or its Affiliates including those involving a third party or parties, all rights in the project, program or venture shall belong to the Company and shall constitute a corporate opportunity belonging exclusively to the Company. Except as expressly approved in writing by the Company, Executive shall not be entitled to any interest in such project, program or venture or to any commission, finder's fee or other compensation in connection therewith, other than the compensation to be paid to Executive as provided in this Agreement.

9. **Noninterference With Business.**

9.a During the Restricted Period (as defined in Section 17.6), Executive agrees not to, whether on his own behalf or as a partner, officer, director, employee, agent or consultant of any other person or entity, directly or indirectly, engage, attempt to engage, or prepare to engage in a business that is similar to the type of business conducted by the US Division for the purpose of improperly diverting or taking away business from the US Division or the Company in any geographic area in which the US Division was engaged in business as of the date of termination of Executive's employment with the Company (except by ownership of five percent (5%) or less of the outstanding stock of any publicly held corporation).

9.b During the Restricted Period, Executive agrees not to (a) directly or indirectly contact any of the US Division's current customers with whom the US Division was, at the Effective Date or during Executive's employment with the Company, engaged in discussions or proposal negotiations for the purposes of improperly diverting or taking away business from the US Division or the Company; or (b) otherwise knowingly interfere with, impair, disrupt or damage the US Division or the Company's relationship with any of its current customers with whom the US Division was, at the Effective Date or during Executive's employment with the Company, engaged in discussions or proposal negotiations.

9.c During the Restricted Period, other than in the performance of his Position, Executive agrees not to knowingly directly or indirectly solicit, induce or attempt to induce any Company employee, consultant or independent contractor who holds a position uniquely essential to the management, organization, or service of the Company or its Affiliates to terminate or breach an employment, contractual or other relationship with the Company or its Affiliates or to perform services for any other person or entity.

9.d During the Restricted Period, Executive agrees not to, whether on his own behalf or as a partner, officer, director, employee, agent or consultant of any other person or entity, directly or indirectly, engage or attempt to engage in an employment or business activity which competes against the Company or its Affiliates, any activity the Company or its Affiliates are considering undertaking or is otherwise in conflict with the Company's or its Affiliates' business interests, unless the Company's CEO consents in writing in advance.

9.e During his employment and thereafter, Executive agrees not to use confidential information previously acquired from the Company or its Affiliates to knowingly directly or indirectly solicit, induce or attempt to induce any employee to terminate or breach an employment relationship with the Company or its Affiliates.

9.f Executive acknowledges and agrees that during the term of his employment relationship with the Company, he will be provided with access to highly valuable trade secrets and other confidential and proprietary information of the Company and its Affiliates. Because of Executive's on-going access to such confidential and proprietary information throughout the term of his employment with the Company, Executive and the Company agree that the restrictions in this Section 9 are reasonably necessary to protect the Company's legitimate business interests, including, without limitation, the preservation of its valuable trade secret and confidential information and the preservation of its customer relationships. This Section 9 is in no way intended to limit (a) any restrictions available to the Company under Section 7 to prevent the use or disclosure of Proprietary Matter or (b) any of the non-competition provisions set forth in Section 6.2 of that certain Purchase Agreement entered into in connection with the Transaction (the "Purchase Agreement"), which are not superseded or modified by this Agreement.

10. **Non-Disparagement.** Executive expressly agrees that during his employment with the Company and after the termination of such employment for any reason, he will make no statement and take no actions of any kind, verbal or written, that directly or indirectly disparages the Company or the Related Parties, injures their general reputation or interferes with the Company's or its Affiliates' operations, except as required by applicable law. Nothing in this Section 10 shall restrict the Executive from cooperating or communicating with any governmental or listing entity.

11. **Termination Prior to Expiration of the Term.**

11.a **Termination for Cause.** The Company may terminate Executive's employment at any time for "Cause" (as defined in Section 17) immediately upon written notice to Executive. Such written notice shall set forth with reasonable specificity the Company's basis for such termination.

11.b **Resignation.** Executive's employment shall be terminated on the earlier of the date that is thirty (30) days following the submission of Executive's written resignation to the Company or the date such resignation is accepted by the Company.

11.c **Termination Without Cause.** The Company may terminate Executive's employment Without Cause upon written notice to Executive. Termination "Without Cause" shall mean termination of employment by the Company on any basis other than termination of Executive's employment hereunder pursuant to 6.4, 11.1 or 11.2.

12. **Surrender of Records and Property.** Upon termination of his employment for any reason, or at any other time on written request, Executive shall deliver promptly to the Company all records, manuals, books, blank forms, documents, letters, licenses, briefings, memoranda, notes, notebooks, reports, data, tables, and calculations or copies thereof, and all models, prototypes, and drawings, which are the property of the Company and which relate in any way to the business, customers, products, practices or techniques of the Company, and all other property of the Company and Proprietary Matter, including, but not limited to, all documents which in whole or in part, contain any trade secrets or confidential information of the Company, which in any of these cases are in his possession or under his control. If Executive purchases any record book, ledger, or similar item to be used for keeping records of or information regarding the business of the Company or its customers, such record book, ledger, or similar item shall belong to the Company and Executive shall immediately notify the Company

and provide documentation of such purchase, which shall then reimburse Executive for the expense of such purchase in accordance with 4.5 hereof.

13. **Assignment.** This Agreement shall not be assignable, in whole or in part, by Executive. The Company may, upon notice to Executive, assign its rights and obligations under this Agreement to an Affiliate of the Company or any purchaser of substantially all of the Company's assets or the assets of the Business or the equity of any owner of the Business. Upon such assignment by the Company, this Agreement shall be enforceable by the Executive and the assignee respectively. After any such assignment by the Company, the Company shall be discharged from all further liability hereunder to Executive.

14. **Injunctive Relief.** Executive agrees that it would be difficult to compensate the Company fully for damages for any violation of the provisions of this Agreement, including, without limitation, the provisions of Sections 7, 8, 9, 10 and 12. Accordingly, Executive specifically agrees that the Company shall be entitled to temporary and permanent injunctive relief to enforce the provisions of this Agreement. This provision with respect to injunctive relief shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief.

15. **Arbitration.**

15.a **Claims Covered.** The parties shall resolve by arbitration all statutory, contractual and/or common law claims or controversies ("Claims") that the Company may have against Executive, or that Executive may have against the Company or any of its officers, directors, employees or agents in their capacity as such or otherwise. Claims subject to arbitration include claims for breach of any contract (express or implied).

15.b **Claims Not Covered.** The arbitration of Claims shall not apply to (i) claims by Executive for workers' compensation or unemployment insurance; (ii) claims which even in the absence of these arbitration provisions could not have been litigated in court or before any administrative proceeding under applicable federal, state or local law; (iii) claims by the Company for injunctive and/or other equitable relief; (iv) claims for which arbitration is prohibited under applicable rules in the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation Supplement; and (v) claims for employee benefits under any employee benefit plan subject to ERISA.

15.c **Procedures.** Claims shall be settled by arbitration by a single, neutral arbitrator in accordance with the employment arbitration rules then in effect of Judicial Arbitration and Mediation Services (JAMS) which can be found at [www.jamsadr.com/rules-employment-arbitration](http://www.jamsadr.com/rules-employment-arbitration). The arbitrator shall determine all questions of fact and law relating to any Claim, including but not limited to, whether or not any such Claim is subject to the arbitration provisions contained herein. The parties shall be permitted to engage in such pre-hearing discovery as the arbitrator shall permit. The arbitrator shall issue a written arbitration decision which shall include essential findings and conclusions on which any award is based. The decision shall remain confidential between the parties and shall not be published by the arbitrator or JAMS. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case, except insofar as such fees or expenses are otherwise recoverable pursuant to a statutory claim or cause of action. The Company shall bear the other costs of the arbitration, including the cost of any record or transcript of the arbitration, administrative fees, the fee of the arbitrator, and all other fees and costs.

15.d **Remedies; Waiver of Jury Trial.** Executive understands that Executive is waiving the right to seek certain remedies in court, including the right to a jury trial. The



arbitrator shall be empowered to award any relief which might have been available in a court of law or equity.

15.e **Required Notice and Statute of Limitations.** Arbitration shall be initiated by serving or mailing a written notice to the other party within the applicable statutory limitations period. Any notice to be sent to the Company shall be delivered to the CEO with a mandatory copy to the Company's General Counsel, 10680 Trenea Street, 6<sup>th</sup> Floor, San Diego, CA 92131, facsimile 858-812-7303. The notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based.

16. **Miscellaneous.**

16.a **Governing Law and Venue.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions, and all proceedings shall be brought in the courts or arbitral forums located in Alabama or some other location as agreed by the parties.

16.b **Prior Agreements.** This Agreement, coupled with Executive's Proprietary Information Agreement and Section 6.2 of the Purchase Agreement, contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter. Except as set forth above, the parties have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

16.c **Successors.** The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees on the one hand, and by any successor or assignee of the Company on the other hand.

16.d **Amendments.** No amendment or modification of this Agreement shall be deemed effective unless made in writing signed by the parties.

16.e **No Waiver.** No term or condition of this Agreement shall be deemed to have been waived nor shall there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

16.f **Severability and Reformation.** To the extent any provision of this Agreement shall be considered by a court or arbitrator to be invalid or unenforceable, the provision shall be considered deleted here from and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. Each of the parties recognizes that the restrictions contained in this Agreement are properly required for the adequate protection of the Company's business and that in the event any covenant or other provision contained herein shall be deemed to be illegal, unenforceable or unreasonable by a court or other tribunal of competent jurisdiction, each of the parties agrees and submits to the reduction of said restrictions to such duration and/or scope as said court or tribunal shall deem reasonable.

16.g **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all which together shall be deemed to be one and the same instrument.

16.h **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given or received: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient upon confirmed receipt, if not, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company and Executive at their respective addresses as set forth on the signature page hereof or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other party.

17. **Definition of Terms.** The following terms referred to in this Agreement shall have the following meanings:

17.a **Affiliate.** “Affiliate” with respect to any person or entity, means a person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such person or entity.

17.b **Cause.** Termination for “Cause” means termination due to any of the following reasons: (i) Executive’s Misconduct; (ii) Executive’s violation of posted policy or rules of the Company; (iii) Executive’s willful refusal to follow the lawful directions given by the Company’s CEO or Executive’s direct supervisor from time to time or breach of any material covenant or obligation under this Agreement or other agreement with the Company; (iv) Executive’s breach of the duty of loyalty to the Company that causes or is reasonably likely to cause injury to the Company; or (v) failure to timely secure or loss of any security clearance the Company deems necessary or desirable for the Executive to perform the duties of the Position.

17.c **Good Reason.** “Good Reason” means that, without Executive’s express written consent, one or more of the following events occurred after Executive’s execution of this Agreement and coincident with or following a Change of Control: (i) a material change in the nature of Executive’s role or job responsibilities which, when considered in their totality as a whole, are substantially diminished in nature (ignoring any such changes that necessarily result from the Company not being publicly-traded if the Company ceases to be publicly-traded in connection with the Change of Control); (ii) the relocation of Executive’s principal place of work to a location more than thirty (30) miles from Executive’s current place of work and such relocation results in Executive’s one-way commute to work increasing by more than 30 miles based on Executive’s principal place of residence immediately before such relocation was announced; or (iii) the Company materially breaches this Agreement; *provided, however,* that none of these conditions will constitute Good Reason unless (a) Executive provides written notice to the Company within ninety (90) days of its initial existence, (b) the Company does not cure such condition within thirty (30) days from the date it receives such notice from Executive, and (c) Executive actually terminates employment within 10 days following the end of the cure period described in clause (b).

17.d **Misconduct.** “Misconduct” means:

17.4.i Commission, indictment or conviction of a felony or for an act of fraud, embezzlement or other act of gross misconduct.

17.4.ii Misuse, misappropriation or disclosure of any Proprietary Matter, directly or indirectly, or use of it in any way, except as required or permitted in the course of Executive’s employment.

17.4.iii Knowing misappropriation, concealment, or conversion of any money or property of the Company that causes or could cause injury to the Company.

17.4.iv Reckless conduct which endangers or is reasonably likely to endanger the safety of persons or property during the course of employment or while on Company premises.

17.4.vA material violation of the Company's Code of Legal and Ethical Conduct.

17.e **Related Parties.** "Related Parties" means each of the Company's and its Affiliates' present and former directors, officers, employees, trustees, agents, attorneys, insurers, shareholders, representatives, predecessors, successors and assigns, and if any, its parent corporations, subsidiaries, divisions, related and affiliated companies and entities.

17.f **Restricted Period.** The "Restricted Period" shall commence on the Effective Date and shall continue until the five-year anniversary of Executive's termination of employment with the Company.

**IN WITNESS WHEREOF**, the parties have executed this Employment Agreement as of the Effective Date.

**THE COMPANY: EXECUTIVE:  
Kratos Defense & Security Solutions, Inc.**

/S/ Eric M. DeMarco      /S/ Steven Fendley

Eric DeMarco      Steven Fendley

President and CEO      Senior Vice President & Division President, Unmanned Systems Division

Address for Notice:      Address for Notice:

10680 Trenea Street, 6<sup>th</sup> Floor  
San Diego, CA 92131  
Attn: President and CEO  
General Counsel

2800 Post River Rd.  
Cedar Park, TX 78613

## List of Subsidiaries

5-D Systems, Inc.	Texas
BSC Partners, LLC	New York
Consolidated Turbine Specialists, LLC	Oklahoma
Consolidated Turbine Specialists Canada, Ltd.	Canada
CTT Inc.	California
Dallastown Realty I, LLC	Delaware
Dallastown Realty II, LLC	Delaware
Digital Fusion Solutions, Inc.	Florida
Digital Fusion, Inc.	Delaware
DTI Associates, Inc.	Virginia
Florida Turbine PR, LLC	Puerto Rico
Florida Turbine Technologies, Inc.	Florida
FTT America, LLC	Delaware
FTT UK Limited	United Kingdom
FTT Deutschland GmbH	Germany
General Microwave Israel (1987) Ltd.	Israel
General Microwave Israel Corporation	Delaware
General Microwave Corporation	New York
Gichner Systems Group, Inc.	Delaware
Gichner Systems International, Inc.	Delaware
GMIC KTOS India Private Limited	India
Haverstick Consulting, Inc.	Indiana
HGS Holdings, Inc.	Indiana
Kratos Antenna Holdings Division, Inc.	Delaware
Kratos Antenna Solutions Corporation	Delaware
Kratos Antenna Solutions Global Corporation	Delaware
Kratos Antenna Solutions International Corporation	Delaware
Kratos Antenna Solutions Canada Corporation	Canada
Kratos Arabia, Ltd.	Saudi Arabia
Kratos Communications, Inc.	Delaware
Kratos Communications Ltd.	United Kingdom
Kratos Communications S.A.S.	France
Kratos Communications Japan, Inc.	Japan
Kratos Communications Singapore Pte. Ltd.	Singapore
Kratos Defence (Australia) Pty Limited	Australia
Kratos Defense & Rocket Support Services, Inc.	Delaware
Kratos Holdings UK Ltd.	United Kingdom
Kratos Integral Holdings, LLC	Maryland
Kratos Integral Systems International, Inc.	California
Kratos GMI Eyal Ltd.	Israel

Kratos Norway AS	Norway
Kratos Technology & Training Solutions, Inc.	California
Kratos Unmanned Aerial Systems, Inc.	California
Kratos Unmanned Systems Solutions, Inc.	Delaware
Kratos Space & Missile Defense Systems, Inc.	Delaware
Kratos SRE, Inc.	Delaware
Kratos Systems and Solutions, Inc.	Virginia
Kratos S1, Inc.	Colorado
Kratos S2, Inc.	Colorado
KTT CORE, Inc.*	Delaware
Micro Systems, Inc.	Florida
MSI Acquisition Corp.	Delaware
SAT Corporation	California
Shadow I, Inc.	California
Shadow II, Inc.	California
Sierra Technical Services, Inc.	California
Summit Research Corporation	Alabama
Technical Directions, Inc.	Michigan

\* 90.05% owned by Kratos Defense & Security Solutions, Inc.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-53014, 333-71618, 333-74108, 333-161340, 333-172103, 333-252914, 333-252921, and 333-274868 on Form S-3; Registration Statement Nos. 333-150165, 333-155604, 333-167840, 333-174745, 333-174760, 333-177493, and 333-198265 on Form S-4; and Registration Statement Nos. 333-90455, 333-54818, 333-71702, 333-91852, 333-116903, 333-124957, 333-127060, 333-155317, 333-157826, 333-167839, 333-171257, 333-173383, 333-177494, 333-179977, 333-182910, 333-191156, 333-198268, 333-206620, 333-219595, 333-240343 and 333-272172 on Form S-8 of our report dated February 13, 2024, relating to the financial statements of Kratos Defense & Security Solutions, Inc. and subsidiaries, and the effectiveness of Kratos Defense & Security Solutions, Inc. and subsidiaries' internal control over financial reporting appearing in this Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

/s/ Deloitte & Touche LLP

San Diego, California  
February 13, 2024

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Eric M. DeMarco, certify that:

1. I have reviewed this Annual report on Form 10-K of Kratos Defense & Security Solutions, 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.

Date: February 13, 2024

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ ERIC M. DEMARCO

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Eric M. DeMarco

*Chief Executive Officer, President*

*(Principal Executive Officer)*

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Deanna H. Lund, certify that:

1. I have reviewed this Annual report on Form 10-K of Kratos Defense & Security Solutions, 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.

Date: February 13, 2024

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ DEANNA H. LUND

Deanna H. Lund

*Executive Vice President, Chief Financial Officer*

*(Principal Financial Officer)*



**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002  
(18 U.S.C. SECTION 1350)**

In connection with the accompanying Annual Report of Kratos Defense & Security Solutions, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 (the "Report"), I, Eric M. DeMarco, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 13, 2024

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ ERIC M. DEMARCO

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Eric M. DeMarco

*Chief Executive Officer, President*

*(Principal Executive Officer)*

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002  
(18 U.S.C. SECTION 1350)**

In connection with the accompanying Annual Report of Kratos Defense & Security Solutions, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 (the "Report"), I, Deanna H. Lund, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 13, 2024

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

/s/ DEANNA H. LUND

Deanna H. Lund

*Executive Vice President, Chief Financial Officer*

*(Principal Financial Officer)*

**KRATOS DEFENSE & SECURITY SOLUTIONS, INC.  
POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION**

Kratos Defense & Security Solutions, Inc. (the “*Company*”) has adopted this Policy for Recovery of Erroneously Awarded Compensation (the “*Policy*”), effective as of October 2, 2023 (the “*Effective Date*”). Capitalized terms used in this Policy but not otherwise defined herein are defined in Section 11.

**1. Persons Subject to Policy**

This Policy shall apply to current and former Officers of the Company. Each Officer shall be required to sign an acknowledgment pursuant to which such Officer will agree to be bound by the terms of, and comply with, this Policy; however, any Officer’s failure to sign any such acknowledgment shall not negate the application of this Policy to the Officer.

**2. Compensation Subject to Policy**

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is “received” shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is “received” in the Company’s fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

**3. Recovery of Compensation**

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person’s right to voluntarily terminate employment for “good reason,” or due to a “constructive termination” (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

**4. Manner of Recovery; Limitation on Duplicative Recovery**

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery Arrangements (including the Prior Policy (as

defined below)), the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation shall be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

#### **5. Administration**

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the “*Board*”) may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the “Committee” shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, equityholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

#### **6. Interpretation**

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the minimum extent necessary to ensure compliance therewith.

#### **7. No Indemnification; No Liability**

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person’s potential obligations under this Policy. None of the Company, an affiliate of the Company or any member of the Committee or the Board shall have any liability to any person as a result of actions taken under this Policy.

#### **8. Application; Enforceability**

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the “*Other Recovery Arrangements*”). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

Notwithstanding the preceding paragraph of this Section 8, from and after the Effective Date, this Policy shall supersede and replace the Kratos Defense & Security Solutions, Inc. Incentive Compensation Recoupment Policy, effective November 19, 2015 (the “*Prior Policy*”)

with respect to Erroneously Awarded Compensation received by a current or former Officer from and after the Effective Date; provided that the Prior Policy shall continue to apply with respect to compensation received prior to the Effective Date by any Executive Officers (as defined in the Prior Policy) in accordance with its terms and conditions to the extent such compensation is not Erroneously Awarded Compensation subject to this Policy. For the avoidance of doubt, the Prior Policy is hereby amended to be consistent with this paragraph.

## **9. Severability**

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

## **10. Amendment and Termination**

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association.

## **11. Definitions**

“**Applicable Rules**” means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company’s securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company’s securities are listed.

“**Committee**” means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

“**Erroneously Awarded Compensation**” means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Financial Reporting Measure**” means any measure determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equityholder return.

“**GAAP**” means United States generally accepted accounting principles.

“**IFRS**” means international financial reporting standards as adopted by the International Accounting Standards Board.

“**Impracticable**” means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company’s home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

“**Incentive-Based Compensation**” means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

“**Officer**” means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

“**Restatement**” means an accounting restatement to correct the Company’s material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

“**Three-Year Period**” means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The “Three-Year Period” also includes any transition period (that results from a change in the Company’s fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company’s previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.

**ACKNOWLEDGMENT AND CONSENT TO  
POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION**

The undersigned has received a copy of the Policy for Recovery of Erroneously Awarded Compensation (the “Policy”) adopted by Kratos Defense & Security Solutions, Inc. (the “Company”).

For good and valuable consideration, the receipt of which is acknowledged, the undersigned agrees to the terms of the Policy and agrees that compensation received by the undersigned may be subject to reduction, cancellation, forfeiture and/or recoupment to the extent necessary to comply with the Policy, notwithstanding any other agreement to the contrary. The undersigned further acknowledges and agrees that the undersigned is not entitled to indemnification in connection with any enforcement of the Policy and expressly waives any rights to such indemnification under the Company’s organizational documents or otherwise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title