

CACI INTERNATIONAL INC /DE/

FORM 10-Q (Quarterly Report)

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Address	TWO RESTON OVERLOOK 12021 SUNSET HILLS ROAD RESTON, VA, 20190
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2025
OR

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

For the transition period from to
Commission File Number 001-31400

CACI International Inc
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

54-1345888
(I.R.S. Employer Identification No.)

12021 Sunset Hills Road, Reston, VA 20190
(Address of principal executive offices)
(703) 841-7800
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CACI	New York Stock Exchange

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 13, 2025, there were 21,990,052 shares outstanding of CACI International Inc’s common stock, par value \$0.10 per share.

CACI INTERNATIONAL INC

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PART I
FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited)

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2025	2024	2025	2024
Revenues	\$ 2,166,982	\$ 1,937,456	\$ 6,323,680	\$ 5,621,537
Costs of revenues:				
Direct costs	1,434,735	1,290,903	4,251,384	3,819,072
Indirect costs and selling expenses	480,917	430,134	1,375,524	1,244,122
Depreciation and amortization	54,961	35,115	139,264	106,385
Total costs of revenues	1,970,613	1,756,152	5,766,172	5,169,579
Income from operations	196,369	181,304	557,508	451,958
Interest expense and other, net	45,117	27,668	113,153	80,758
Income before income taxes	151,252	153,636	444,355	371,200
Income taxes	39,392	38,286	102,380	85,933
Net income	\$ 111,860	\$ 115,350	\$ 341,975	\$ 285,267
Basic earnings per share	\$ 5.02	\$ 5.17	\$ 15.31	\$ 12.73
Diluted earnings per share	\$ 5.00	\$ 5.13	\$ 15.21	\$ 12.63
Weighted-average basic shares outstanding	22,279	22,292	22,332	22,407
Weighted-average diluted shares outstanding	22,383	22,478	22,485	22,593

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2025	2024	2025	2024
Net income	\$ 111,860	\$ 115,350	\$ 341,975	\$ 285,267
Other comprehensive income (loss):				
Foreign currency translation adjustment	9,671	(3,500)	4,235	(1,255)
Change in fair value of interest rate swap agreements, net of tax	(5,889)	7,373	(15,103)	(6,417)
Total other comprehensive income (loss), net of tax	3,782	3,873	(10,868)	(7,672)
Comprehensive income	<u>\$ 115,642</u>	<u>\$ 119,223</u>	<u>\$ 331,107</u>	<u>\$ 277,595</u>

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)

	March 31, 2025	June 30, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 223,897	\$ 133,961
Accounts receivable, net	1,232,291	1,031,311
Prepaid expenses and other current assets	242,862	209,257
Total current assets	1,699,050	1,374,529
Goodwill	4,941,564	4,154,844
Intangible assets, net	1,117,231	474,354
Property, plant and equipment, net	204,879	195,443
Operating lease right-of-use assets	337,036	305,637
Supplemental retirement savings plan assets	99,906	99,339
Accounts receivable, long-term	14,722	13,311
Other long-term assets	165,690	178,644
Total assets	<u>\$ 8,580,078</u>	<u>\$ 6,796,101</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 68,750	\$ 61,250
Accounts payable	305,108	287,142
Accrued compensation and benefits	287,121	316,514
Other accrued expenses and current liabilities	415,727	413,354
Total current liabilities	1,076,706	1,078,260
Long-term debt, net of current portion	3,043,406	1,481,387
Supplemental retirement savings plan obligations, net of current portion	112,591	111,208
Deferred income taxes	159,679	169,808
Operating lease liabilities, noncurrent	371,929	325,046
Other long-term liabilities	111,321	112,185
Total liabilities	<u>\$ 4,875,632</u>	<u>\$ 3,277,894</u>
COMMITMENTS AND CONTINGENCIES (NOTE 9)		
Shareholders' equity:		
Preferred stock \$0.10 par value, 10,000 shares authorized, no shares issued or outstanding	\$ —	\$ —
Common stock \$0.10 par value, 80,000 shares authorized; 43,165 shares issued and 21,990 outstanding at March 31, 2025 and 43,042 shares issued and 22,301 outstanding at June 30, 2024	4,316	4,304
Additional paid-in capital	637,207	631,191
Retained earnings	4,702,515	4,360,540
Accumulated other comprehensive loss	(23,390)	(12,522)
Treasury stock, at cost (21,175 and 20,740 shares, respectively)	(1,616,202)	(1,465,306)
Total shareholders' equity	<u>3,704,446</u>	<u>3,518,207</u>
Total liabilities and shareholders' equity	<u>\$ 8,580,078</u>	<u>\$ 6,796,101</u>

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Nine Months Ended March 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 341,975	\$ 285,267
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	139,264	106,385
Amortization of deferred financing costs	2,134	1,644
Stock-based compensation expense	44,108	35,016
Deferred income taxes	(7,813)	(36,231)
Changes in operating assets and liabilities, net of effect of business acquisitions:		
Accounts receivable, net	(90,185)	(109,617)
Prepaid expenses and other assets	359	(24,254)
Accounts payable and other accrued expenses	(3,759)	179,922
Accrued compensation and benefits	(44,238)	(117,580)
Income taxes payable and receivable	6,685	2,483
Operating lease liabilities and assets, net	389	(4,346)
Long-term liabilities	2,108	21,434
Net cash provided by operating activities	391,027	340,123
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(37,640)	(41,091)
Acquisitions of businesses, net of cash acquired	(1,642,075)	(81,577)
Other	2,410	1,974
Net cash used in investing activities	(1,677,305)	(120,694)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowings under bank credit facilities	5,833,500	2,421,000
Principal payments made under bank credit facilities	(4,257,835)	(2,426,625)
Payment of financing costs under bank credit facilities	(9,803)	—
Proceeds from employee stock purchase plans	9,668	8,374
Repurchases of common stock	(163,998)	(158,426)
Payment of taxes for equity transactions	(37,058)	(19,945)
Net cash provided by (used in) financing activities	1,374,474	(175,622)
Effect of exchange rate changes on cash and cash equivalents	1,740	(357)
Net change in cash and cash equivalents	89,936	43,450
Cash and cash equivalents, beginning of period	133,961	115,776
Cash and cash equivalents, end of period	\$ 223,897	\$ 159,226
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the period for income taxes, net of refunds	\$ 91,774	\$ 101,965
Cash paid during the period for interest	\$ 94,541	\$ 71,089
Non-cash financing and investing activities:		
Accrued capital expenditures	\$ 3,099	\$ 1,000
Landlord sponsored tenant incentives	\$ 6,870	\$ 9,183

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC

CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock		Total Shareholders' Equity
	Shares	Amount				Shares	Amount	
Balance at December 31, 2024	43,159	\$ 4,316	\$ 625,878	\$ 4,590,655	\$ (27,172)	20,739	\$ (1,465,304)	\$ 3,728,373
Net income	—	—	—	111,860	—	—	—	111,860
Stock-based compensation expense	—	—	12,765	—	—	—	—	12,765
Tax withholdings on restricted share vestings	6	—	(1,043)	—	—	—	—	(1,043)
Other comprehensive income, net of tax	—	—	—	—	3,782	—	—	3,782
Repurchases of common stock	—	—	(393)	—	—	444	(154,151)	(154,544)
Treasury stock issued under stock purchase plans	—	—	—	—	—	(8)	3,253	3,253
Balance at March 31, 2025	43,165	\$ 4,316	\$ 637,207	\$ 4,702,515	\$ (23,390)	21,175	\$ (1,616,202)	\$ 3,704,446
Balance at December 31, 2023	43,027	\$ 4,303	\$ 602,613	\$ 4,110,533	\$ (16,461)	20,742	\$ (1,465,364)	\$ 3,235,624
Net income	—	—	—	115,350	—	—	—	115,350
Stock-based compensation expense	—	—	12,067	—	—	—	—	12,067
Tax withholdings on restricted share vestings	10	1	(1,783)	—	—	—	—	(1,782)
Other comprehensive income, net of tax	—	—	—	—	3,873	—	—	3,873
Repurchases of common stock	—	—	(134)	—	—	8	(2,492)	(2,626)
Treasury stock issued under stock purchase plans	—	—	327	—	—	(10)	2,531	2,858
Balance at March 31, 2024	43,037	\$ 4,304	\$ 613,090	\$ 4,225,883	\$ (12,588)	20,740	\$ (1,465,325)	\$ 3,365,364
Balance at June 30, 2024	43,042	\$ 4,304	\$ 631,191	\$ 4,360,540	\$ (12,522)	20,740	\$ (1,465,306)	\$ 3,518,207
Net income	—	—	—	341,975	—	—	—	341,975
Stock-based compensation expense	—	—	44,108	—	—	—	—	44,108
Tax withholdings on restricted share vestings	123	12	(37,371)	—	—	—	—	(37,359)
Other comprehensive loss, net of tax	—	—	—	—	(10,868)	—	—	(10,868)
Repurchases of common stock	—	—	(764)	—	—	459	(160,566)	(161,330)
Treasury stock issued under stock purchase plans	—	—	43	—	—	(24)	9,670	9,713
Balance at March 31, 2025	43,165	\$ 4,316	\$ 637,207	\$ 4,702,515	\$ (23,390)	21,175	\$ (1,616,202)	\$ 3,704,446
Balance at June 30, 2023	42,923	\$ 4,292	\$ 546,334	\$ 3,940,616	\$ (4,916)	20,126	\$ (1,261,992)	\$ 3,224,334
Net income	—	—	—	285,267	—	—	—	285,267
Stock-based compensation expense	—	—	35,016	—	—	—	—	35,016
Tax withholdings on restricted share vestings	114	12	(19,722)	—	—	—	—	(19,710)
Other comprehensive loss, net of tax	—	—	—	—	(7,672)	—	—	(7,672)
Repurchases of common stock	—	—	51,097	—	—	641	(211,168)	(160,071)
Treasury stock issued under stock purchase plans	—	—	365	—	—	(27)	7,835	8,200
Balance at March 31, 2024	43,037	\$ 4,304	\$ 613,090	\$ 4,225,883	\$ (12,588)	20,740	\$ (1,465,325)	\$ 3,365,364

See Notes to Unaudited Condensed Consolidated Financial Statements

CACI INTERNATIONAL INC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1 – Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of CACI International Inc and subsidiaries (CACI or the Company) have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) and include the assets, liabilities, results of operations, comprehensive income and cash flows for the Company, including its subsidiaries and ventures that are majority-owned or otherwise controlled by the Company. Certain information and note disclosures normally included in the annual financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP) have been condensed or omitted pursuant to those rules and regulations, although the Company believes that the disclosures made are adequate to make the information presented not misleading. All intercompany balances and transactions have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to the current year presentation.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable and amounts included in other current assets and current liabilities that meet the definition of a financial instrument approximate fair value because of the short-term nature of these amounts. The fair value of the Company's debt outstanding as of March 31, 2025 under its bank credit facility approximates its carrying value. The fair value of the Company's debt under its bank credit facility was estimated using Level 2 inputs based on market data of companies with a corporate rating similar to CACI's that have recently priced credit facilities.

In the opinion of management, the accompanying unaudited consolidated financial statements reflect all adjustments and reclassifications (all of which are of a normal, recurring nature) that are necessary for the fair presentation of the periods presented. It is suggested that these unaudited consolidated financial statements be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's latest annual report to the SEC on Form 10-K for the year ended June 30, 2024. The results of operations for the three and nine months ended March 31, 2025 are not necessarily indicative of the results to be expected for any subsequent interim period or for the full fiscal year.

Note 2 – Recent Accounting Pronouncements

Accounting Standards Updates Issued but Not Yet Adopted

In November 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-07, *Improvements to Reportable Segment Disclosures*, which requires disclosure of significant segment expenses and other segment items in annual and interim periods. The ASU will be effective beginning with our annual fiscal 2025 financial statements and requires retrospective application to all prior periods presented in the financial statements. We are currently evaluating the impacts of the new standard on our segment disclosures.

In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures*, which requires disaggregated information about an entity's effective tax rate reconciliation as well as information on income taxes paid. The ASU will be effective beginning with our annual fiscal 2026 financial statements and should be applied prospectively. Retrospective application is permitted. We are currently evaluating the impacts of the new standard on our income tax disclosures.

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*, to enhance the transparency of certain expense disclosures. The ASU requires disclosure of specific types of expenses included in the expense captions of the consolidated statement of operations. The ASU will be effective beginning with our annual fiscal 2028 financial statements and may be adopted prospectively or retrospectively. We are currently evaluating the impacts of the new standard.

Accounting Standards Updates Adopted

There have been no recently adopted accounting pronouncements that are material to the Company's consolidated financial statements.

Note 3 – Acquisitions

Applied Insight

On October 1, 2024, CACI acquired all of the equity interests of AI Corporate Holdings, Inc. and Applied Insight Holdings, LLC (Applied Insight) for purchase consideration of approximately \$314.2 million, net of cash acquired, subject to adjustments for working capital and certain other items. Applied Insight delivers proven cloud migration, adoption, and transformation capabilities, coupled with intimate customer relationships across the Department of Defense (DoD) and intelligence communities. The Company preliminarily recognized fair values of the assets acquired and liabilities assumed and allocated \$217.5 million to goodwill and \$95.2 million to intangible assets. At March 31, 2025, the Company had not finalized the determination of fair values allocated to assets and liabilities. The intangible assets consist of customer relationships of \$84.3 million and technology of \$10.9 million, which will amortize over eight and five years, respectively. The goodwill is primarily associated with future customer relationships and an acquired assembled work force. Of the value attributed to goodwill and intangible assets, approximately \$248.6 million is deductible for income tax purposes. The Company funded the acquisition with cash on hand and borrowings under its revolving credit facility.

Azure Summit Technology

On October 30, 2024, CACI acquired all of the equity interests of Azure Summit Technology, LLC (Azure Summit) for purchase consideration of approximately \$1,310.2 million, net of cash acquired, subject to adjustments for working capital and certain other items. Azure Summit advances DoD mission outcomes with its portfolio of high-performance radio frequency technology and engineering talent focused on the electromagnetic spectrum. The Company funded the acquisition with the net proceeds from the new senior secured Term Loan B facility (see “Note 8 – Debt”), borrowings under the revolving credit facility, and cash on hand to finance the acquisition.

The purchase price was allocated, on a preliminary basis, among assets acquired and liabilities assumed at fair value on the acquisition date, October 30, 2024, based on the best available information, with the excess purchase price recorded as goodwill.

As of March 31, 2025, the Company recorded measurement period adjustments that resulted in an increase to goodwill by \$22.6 million. Measurement period adjustments were recorded that decreased accounts receivable, net, by \$7.9 million to better reflect estimated costs at completion based on facts and circumstances as of the acquisition date related to contract assets for certain contracts with customers for which revenue is recognized over-time using a cost-to-cost input method. A measurement period adjustment was recorded that decreased technology intangible assets with a useful life of 25 years by \$14.5 million due to valuation adjustments. The adjusted preliminary allocation of the total estimated purchase consideration is as follows (in thousands):

Accounts receivable, net	\$	84,011
Prepaid expenses and other current assets		31,511
Goodwill		566,176
Intangible assets, net		635,000
Property, plant and equipment, net		16,349
Operating lease right-of-use assets		9,607
Other long-term assets		211
Accounts payable		(16,182)
Accrued compensation and benefits		(3,860)
Other accrued expenses and current liabilities		(4,570)
Operating lease liabilities, noncurrent		(8,062)
Total estimated consideration	\$	<u>1,310,191</u>

The goodwill is primarily associated with future customer relationships and an acquired assembled work force. All of the goodwill recognized is tax deductible.

The estimated fair value attributed to intangible assets of \$635.0 million consists of customer relationships of \$270.5 million and technology of \$364.5 million. The fair value attributed to intangible assets is being amortized over 10 to 20 years for customer intangibles and over 20 to 25 years for technology. The fair value attributed to the intangible assets acquired was based on assumptions and other information compiled by management, including independent valuations that utilized established valuation techniques.

As of March 31, 2025, the Company has not finalized the determination of fair values allocated to various assets and liabilities, including, but not limited to, accounts receivables, prepaid expenses and other current assets, intangible assets, and goodwill. The allocation of the purchase price is subject to change as the Company continues to obtain and assess relevant information that existed as of the acquisition date.

For the nine months ended March 31, 2025, combined post-acquisition revenues of the acquirees were \$207.4 million, and total acquisition-related costs of \$13.5 million were reported in indirect costs and expenses. Earnings and pro forma results of operations for these acquisitions are not material to the Company's consolidated results of operations.

Note 4 – Goodwill and Intangible Assets

Goodwill

The changes in the carrying amount of goodwill for the nine months ended March 31, 2025 are as follows (in thousands):

	Domestic	International	Total
Balance at June 30, 2024	\$ 3,974,823	\$ 180,021	\$ 4,154,844
Goodwill acquired ⁽¹⁾	783,633	74	783,707
Foreign currency translation	(1,033)	4,046	3,013
Balance at March 31, 2025	<u>\$ 4,757,423</u>	<u>\$ 184,141</u>	<u>\$ 4,941,564</u>

(1) Includes goodwill initially allocated to new business combinations as well as measurement period adjustments, when applicable.

There were no impairments of goodwill during the periods presented.

Intangible Assets

Intangible assets consisted of the following (in thousands):

	March 31, 2025			June 30, 2024		
	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value
Customer contracts and related customer relationships	\$ 1,050,683	\$ (407,662)	\$ 643,021	\$ 695,944	\$ (353,159)	\$ 342,785
Acquired technologies	646,723	(172,513)	474,210	271,285	(139,716)	131,569
Total intangible assets	<u>\$ 1,697,406</u>	<u>\$ (580,175)</u>	<u>\$ 1,117,231</u>	<u>\$ 967,229</u>	<u>\$ (492,875)</u>	<u>\$ 474,354</u>

Amortization expense related to intangible assets was \$36.8 million and \$87.2 million for the three and nine months ended March 31, 2025, respectively, and \$18.4 million and \$55.1 million for the three and nine months ended March 31, 2024, respectively.

Note 5 – Revenues and Contract Balances

Disaggregation of Revenues

The Company disaggregates revenues by contract type, customer type, prime vs. subcontractor, and whether the solution provided is primarily Expertise or Technology. These categories represent how the nature, amount, timing, and uncertainty of revenues and cash flows are affected.

Disaggregated revenues by contract type were as follows (in thousands):

	Three Months Ended March 31, 2025			Nine Months Ended March 31, 2025		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	\$ 1,316,805	\$ —	\$ 1,316,805	\$ 3,837,028	\$ —	\$ 3,837,028
Fixed-price	533,735	39,729	573,464	1,537,759	113,820	1,651,579
Time-and-materials	254,580	22,133	276,713	765,810	69,263	835,073
Total	<u>\$ 2,105,120</u>	<u>\$ 61,862</u>	<u>\$ 2,166,982</u>	<u>\$ 6,140,597</u>	<u>\$ 183,083</u>	<u>\$ 6,323,680</u>

	Three Months Ended March 31, 2024			Nine Months Ended March 31, 2024		
	Domestic	International	Total	Domestic	International	Total
Cost-plus-fee	\$ 1,174,219	\$ —	\$ 1,174,219	\$ 3,411,128	\$ —	\$ 3,411,128
Fixed-price	484,980	36,007	520,987	1,437,282	105,326	1,542,608
Time-and-materials	218,787	23,463	242,250	604,752	63,049	667,801
Total	<u>\$ 1,877,986</u>	<u>\$ 59,470</u>	<u>\$ 1,937,456</u>	<u>\$ 5,453,162</u>	<u>\$ 168,375</u>	<u>\$ 5,621,537</u>

Disaggregated revenues by customer type were as follows (in thousands):

	Three Months Ended March 31, 2025			Nine Months Ended March 31, 2025		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	\$ 1,652,206	\$ —	\$ 1,652,206	\$ 4,765,472	\$ —	\$ 4,765,472
Federal civilian agencies	431,453	—	431,453	1,304,515	—	1,304,515
Commercial and other	21,461	61,862	83,323	70,610	183,083	253,693
Total	<u>\$ 2,105,120</u>	<u>\$ 61,862</u>	<u>\$ 2,166,982</u>	<u>\$ 6,140,597</u>	<u>\$ 183,083</u>	<u>\$ 6,323,680</u>

	Three Months Ended March 31, 2024			Nine Months Ended March 31, 2024		
	Domestic	International	Total	Domestic	International	Total
Department of Defense	\$ 1,452,264	\$ —	\$ 1,452,264	\$ 4,163,079	\$ —	\$ 4,163,079
Federal civilian agencies	381,214	—	381,214	1,178,500	—	1,178,500
Commercial and other	44,508	59,470	103,978	111,583	168,375	279,958
Total	<u>\$ 1,877,986</u>	<u>\$ 59,470</u>	<u>\$ 1,937,456</u>	<u>\$ 5,453,162</u>	<u>\$ 168,375</u>	<u>\$ 5,621,537</u>

Disaggregated revenues by prime vs. subcontractor were as follows (in thousands):

	Three Months Ended March 31, 2025			Nine Months Ended March 31, 2025		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	\$ 1,900,648	\$ 55,105	\$ 1,955,753	\$ 5,535,517	\$ 162,753	\$ 5,698,270
Subcontractor	204,472	6,757	211,229	605,080	20,330	625,410
Total	<u>\$ 2,105,120</u>	<u>\$ 61,862</u>	<u>\$ 2,166,982</u>	<u>\$ 6,140,597</u>	<u>\$ 183,083</u>	<u>\$ 6,323,680</u>

	Three Months Ended March 31, 2024			Nine Months Ended March 31, 2024		
	Domestic	International	Total	Domestic	International	Total
Prime contractor	\$ 1,689,140	\$ 52,637	\$ 1,741,777	\$ 4,878,820	\$ 148,696	\$ 5,027,516
Subcontractor	188,846	6,833	195,679	574,342	19,679	594,021
Total	<u>\$ 1,877,986</u>	<u>\$ 59,470</u>	<u>\$ 1,937,456</u>	<u>\$ 5,453,162</u>	<u>\$ 168,375</u>	<u>\$ 5,621,537</u>

Disaggregated revenues by expertise or technology were as follows (in thousands):

	Three Months Ended March 31, 2025			Nine Months Ended March 31, 2025		
	Domestic	International	Total	Domestic	International	Total
Expertise	\$ 941,805	\$ 31,232	\$ 973,037	\$ 2,794,191	\$ 93,011	\$ 2,887,202
Technology	1,163,315	30,630	1,193,945	3,346,406	90,072	3,436,478
Total	<u>\$ 2,105,120</u>	<u>\$ 61,862</u>	<u>\$ 2,166,982</u>	<u>\$ 6,140,597</u>	<u>\$ 183,083</u>	<u>\$ 6,323,680</u>

	Three Months Ended March 31, 2024			Nine Months Ended March 31, 2024		
	Domestic	International	Total	Domestic	International	Total
Expertise	\$ 895,791	\$ 21,164	\$ 916,955	\$ 2,583,634	\$ 60,956	\$ 2,644,590
Technology	982,195	38,306	1,020,501	2,869,528	107,419	2,976,947
Total	<u>\$ 1,877,986</u>	<u>\$ 59,470</u>	<u>\$ 1,937,456</u>	<u>\$ 5,453,162</u>	<u>\$ 168,375</u>	<u>\$ 5,621,537</u>

Changes in Estimates

Aggregate net changes in estimates for the three and nine months ended March 31, 2025 reflected an increase to income before income taxes of \$3.4 million (\$0.11 per diluted share) and \$11.1 million (\$0.37 per diluted share), respectively, compared with \$7.5 million (\$0.25 per diluted share) and \$24.5 million (\$0.81 per diluted share), for the three and nine months ended March 31, 2024. The Company uses its statutory tax rate when calculating the impact to diluted earnings per share.

Revenues recognized from previously satisfied performance obligations were not material for the three and nine months ended March 31, 2025 and 2024, respectively. The change in revenues recognized from previously satisfied performance obligations generally relates to final true-up adjustments for estimated award or incentive fees in the period in which the customer's final performance score was received or when it can be determined that more objective, contractually-defined criteria have been fully satisfied.

Remaining Performance Obligations

As of March 31, 2025, the Company had \$11.3 billion of remaining performance obligations and expects to recognize approximately 44% and 63% as revenue over the next 12 and 24 months, respectively, with the remainder to be recognized thereafter.

Contract Balances

Contract balances consisted of the following (in thousands):

Description of Contract Related Balance	Financial Statement Classification	March 31, 2025	June 30, 2024
Billed and billable receivables	Accounts receivable, net	\$ 979,486	\$ 885,552
Contract assets – current unbilled receivables	Accounts receivable, net	252,805	145,759
Contract assets – current costs to obtain	Prepaid expenses and other current assets	6,885	6,142
Contract assets – noncurrent unbilled receivables	Accounts receivable, long-term	14,722	13,311
Contract assets – noncurrent costs to obtain	Other long-term assets	13,895	12,310
Contract liabilities – current deferred revenue and other contract liabilities	Other accrued expenses and current liabilities	(144,832)	(139,745)
Contract liabilities – noncurrent deferred revenue and other contract liabilities	Other long-term liabilities	(4,009)	(4,607)

During the three and nine months ended March 31, 2025, we recognized \$18.3 million and \$111.8 million of revenues, respectively, compared with \$23.0 million and \$117.4 million of revenues for the three and nine months ended March 31, 2024, that was included in a previously recorded contract liability as of the beginning of the period.

Note 6 – Inventories

Inventories consisted of the following (in thousands):

	March 31, 2025	June 30, 2024
Materials, purchased parts and supplies	\$ 91,986	\$ 77,743
Work in process	15,889	13,331
Finished goods	27,734	27,365
Total	<u>\$ 135,609</u>	<u>\$ 118,439</u>

Inventories are stated at the lower of cost (average cost or first-in, first-out) or net realizable value and are included in prepaid expenses and other current assets on the accompanying consolidated balance sheets.

Note 7 – Sales of Receivables

On December 20, 2024, the Company amended its Master Accounts Receivable Purchase Agreement (MARPA) with MUFG Bank, Ltd. (Purchaser), for the sale of certain designated eligible U.S. government receivables. The amendment extended the term of the MARPA to December 19, 2025. Under the MARPA, the Company can sell eligible receivables, including certain billed and unbilled receivables up to a maximum amount of \$300.0 million. The Company's receivables are sold under the MARPA without recourse for any U.S. government credit risk.

The Company accounts for receivable transfers under the MARPA as sales under ASC 860, *Transfers and Servicing*, and derecognizes the sold receivables from its balance sheets. The fair value of the sold receivables approximated their book value due to their short-term nature.

The Company does not retain an ongoing financial interest in the transferred receivables other than cash collection and administrative services. The Company estimated that its servicing fee was at fair value and therefore no servicing asset or liability related to these receivables was recognized as of March 31, 2025. Proceeds from the sold receivables are reflected in operating cash flows on the statement of cash flows.

MARPA activity consisted of the following (in thousands):

	As of and for the Nine Months Ended March 31,	
	2025	2024
Beginning balance:	\$ 250,000	\$ 200,000
Sales of receivables	2,814,912	2,423,064
Cash collections	(2,764,912)	(2,373,064)
Outstanding balance sold to Purchaser ⁽¹⁾ :	300,000	250,000
Cash collected, not remitted to Purchaser ⁽²⁾	(79,150)	(85,120)
Remaining sold receivables	\$ 220,850	\$ 164,880

- (1) For the nine months ended March 31, 2025 and 2024, the Company recorded a net cash inflow of \$50.0 million and a net cash inflow of \$50.0 million in its cash flows from operating activities, respectively, from sold receivables. MARPA cash flows are calculated as the change in the outstanding balance during the fiscal year.
- (2) Includes the cash collected on behalf of but not yet remitted to Purchaser as of March 31, 2025 and 2024. This balance is included in other accrued expenses and current liabilities as of the balance sheet date.

Note 8 – Debt

Long-term debt consisted of the following (in thousands):

	March 31, 2025	June 30, 2024
Bank credit facility – term loans	\$ 1,087,188	\$ 1,133,125
Bank credit facility – revolver loans	1,290,000	415,000
Term loan B facility	748,125	—
Principal amount of long-term debt	3,125,313	1,548,125
Less unamortized discounts and debt issuance costs	(13,157)	(5,488)
Total long-term debt	3,112,156	1,542,637
Less current portion	(68,750)	(61,250)
Long-term debt, net of current portion	\$ 3,043,406	\$ 1,481,387

Bank Credit Facility

On December 13, 2021, the Company amended its credit facility (the Credit Facility) primarily to extend the maturity date, increase borrowing capacity, and improve pricing. As amended, the Company's \$3,200.0 million Credit Facility consists of a \$1,975.0 million revolving credit facility (the Revolving Facility) and a \$1,225.0 million term loan (the Term Loan). The Revolving Facility has subfacilities of \$100.0 million for same-day swing line loan borrowings and \$25.0 million for stand-by letters of credit.

The Revolving Facility is a secured facility that permits continuously renewable borrowings of up to \$1,975.0 million. As of March 31, 2025, the Company had \$1,290.0 million outstanding under the Revolving Facility and no borrowings on the swing line. The Company pays a quarterly facility fee for the unused portion of the Revolving Facility.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of \$7.7 million through December 31, 2023 and \$15.3 million thereafter until the balance is due in full on December 13, 2026. As of March 31, 2025, the Company had \$1,087.2 million outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at the Company's option, equal a base rate or a Secured Overnight Financing Rate (SOFR) rate plus, in each case, an applicable margin based upon the Company's consolidated total net leverage ratio. For the three months ended March 31, 2025, the effective interest rate, including the impact of the Company's floating-to-fixed interest rate swap agreements and excluding the effect of amortization of debt financing costs, for the outstanding borrowings under the Credit Facility was 5.26%.

The Credit Facility requires the Company to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting the Company's ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. As of March 31, 2025, the Company was in compliance with all of the financial covenants. A majority of the Company's assets serve as collateral under the Credit Facility.

All debt issuance costs are being amortized from the date incurred to the expiration date of the Credit Facility.

Term Loan B Facility

To provide additional financial flexibility for the Company, in connection with the Azure Summit acquisition, the Company entered into a commitment letter (the “Commitment Letter”), dated September 10, 2024, with JPMorgan Chase Bank, N.A. (“JPMorgan”), pursuant to which JPMorgan committed to provide the entire principal amount of a senior secured bridge loan facility in an aggregate principal amount of up to \$750.0 million. No amounts were funded pursuant to the Commitment Letter.

On October 30, 2024 the Company completed a new senior secured Term Loan B facility in an aggregate principal amount of \$750.0 million, which effectively terminated the Commitment Letter. The Term Loan B facility is a seven-year facility under which principal payments are due in quarterly installments of \$1.9 million from March 2025 until the balance is due in full at maturity in October 2031. The interest rates applicable to the Term Loan B facility are floating interest rates that, at the Company’s option, equal a base rate or a term SOFR rate plus an applicable margin.

The Company recognized \$9.8 million of debt discount and debt issuance costs related to the Term Loan B financing, which were recorded as an offset against the carrying value of debt and are being amortized to interest expense over the life of the Term Loan B facility using the effective interest method.

Cash Flow Hedges

The Company periodically uses derivative financial instruments as part of a strategy to manage exposure to market risks associated with interest rate fluctuations. The Company has entered into several floating-to-fixed interest rate swap agreements for an aggregate notional amount of \$1,000.0 million which hedge a portion of the Company’s floating rate indebtedness. The swaps mature at various dates through 2028. The Company has designated the swaps as cash flow hedges. Unrealized gains are recognized as assets while unrealized losses are recognized as liabilities. The interest rate swap agreements are highly correlated to the changes in interest rates to which the Company is exposed. Realized gains and losses in connection with each required interest payment are reclassified from accumulated other comprehensive income or loss to interest expense. The Company does not hold or issue derivative financial instruments for trading purposes.

The effect of derivative instruments in the consolidated statements of operations and accumulated other comprehensive loss for the three and nine months ended March 31, 2025 and 2024 is as follows (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2025	2024	2025	2024
Gain (loss) recognized in other comprehensive income	\$ (2,399)	\$ 14,252	\$ (1,057)	\$ 14,130
Amounts reclassified to earnings from accumulated other comprehensive loss	(3,490)	(6,879)	(14,046)	(20,547)
Other comprehensive income (loss), net of tax	<u>\$ (5,889)</u>	<u>\$ 7,373</u>	<u>\$ (15,103)</u>	<u>\$ (6,417)</u>

Note 9 – Legal Proceedings and Other Commitments and Contingencies

Legal Proceedings

The Company is involved in various claims, lawsuits, and administrative proceedings arising in the normal course of business, none of which, based on current information, are expected to have a material adverse effect on the Company’s financial position, results of operations or cash flows.

On November 12, 2024, a jury reached a \$42 million judgment against the Company in an ongoing civil suit alleging that the Company’s employees had conspired with the US military, which lead to acts of wrongdoings committed by the US military against the plaintiffs. On November 25, 2024, the Company filed a motion for dismissal as a matter of law, enumerating numerous grounds. On January 10, 2025, the motion was denied, and the Company filed a notice of appeal to the U.S. Court of Appeals. The Court of Appeals established a briefing schedule but has not yet scheduled the matter for oral argument. The Company is vigorously defending the proceedings and continues to believe that the plaintiffs’ position is completely without merit. No amounts have been recognized in our consolidated financial statements.

Government Contracting

Payments to the Company on cost-plus-fee and time-and-materials contracts are subject to adjustment upon audit by the Defense Contract Audit Agency (DCAA) and other government agencies that do not utilize DCAA’s services. The DCAA has completed audits of the Company’s annual incurred cost proposals through fiscal year 2023. The Company is still negotiating the results of prior years’ audits with the respective cognizant contracting officers and believes its reserves for such are adequate. Adjustments that may result from these audits and the audits not yet started are not expected to have a material effect on the Company’s financial position, results of operations, or cash flows and the Company has accrued its best estimate of potential disallowances. Additionally, the DCAA continually reviews the cost accounting and other practices of government contractors, including the Company. In the course of those reviews, cost accounting and other issues may be identified, discussed and settled.

Note 10 – Earnings Per Share

Earnings per share and the weighted-average number of diluted shares are computed as follows (in thousands, except per share data):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2025	2024	2025	2024
Net income	\$ 111,860	\$ 115,350	\$ 341,975	\$ 285,267
Weighted-average number of basic shares outstanding during the period	22,279	22,292	22,332	22,407
Dilutive effect of equity awards	104	186	153	186
Weighted-average number of diluted shares outstanding during the period	22,383	22,478	22,485	22,593
Basic earnings per share	\$ 5.02	\$ 5.17	\$ 15.31	\$ 12.73
Diluted earnings per share	\$ 5.00	\$ 5.13	\$ 15.21	\$ 12.63

Share Repurchases

During the third quarter of fiscal 2025, CACI repurchased 0.4 million shares of its outstanding common stock for \$150.0 million on the open market at an average share price of \$344.35 under the 2023 Repurchase Program. The total remaining authorization for future common share repurchases under the 2023 Repurchase Program was \$187.3 million as of March 31, 2025.

Note 11 – Income Taxes

The Company is subject to income taxes in the U.S. and various state and foreign jurisdictions. Tax statutes and regulations within each jurisdiction are subject to interpretation and require the application of significant judgment. The Company is currently under examination by the Internal Revenue Service for fiscal 2017 through 2021 and one state jurisdiction for fiscal 2019 and 2020. The Company does not expect resolution of these examinations to have a material impact on its results of operations, financial condition or cash flows.

During fiscal 2023, a provision of the Tax Cuts and Jobs Act of 2017 (TCJA) went into effect that eliminated the option to deduct domestic research and development costs in the year incurred and instead requires taxpayers to capitalize and amortize such costs over five years. Based upon our interpretation of the law as currently enacted, we estimate that the fiscal 2025 impact will result in increases of \$47.7 million to both our income taxes payable and net deferred tax assets. The future impact of this provision will depend on any guidance issued by the Treasury Department regarding the identification of appropriate costs for capitalization, and the amount of future research and development expenses paid or incurred (among other factors). For the nine months ended March 31, 2025, the Company recognized a \$36.0 million increase in income taxes payable, with a corresponding increase to net deferred tax assets.

The Organisation for Economic Co-operation and Development (OECD) has a framework to implement a global minimum corporate tax of 15% for companies with global revenues and profits above certain thresholds (referred to as Pillar 2). While it is uncertain whether the U.S. will enact legislation to adopt Pillar 2, certain countries in which we operate have adopted legislation, and other countries are in the process of introducing legislation to implement Pillar 2. We do not expect Pillar 2 to have a material impact on our effective tax rate or our consolidated results of operation, financial position, and cash flows.

The Company's effective income tax rate was 26.0% and 23.0% for the three and nine months ended March 31, 2025, respectively, and 24.9% and 23.2% for the three and nine months ended March 31, 2024, respectively. The effective tax rates for the three and nine months ended March 31, 2025, and 2024 differ from the statutory rate of 21.0% primarily due to research and development tax credits and state income taxes.

Note 12 – Business Segments

The Company reports operating results and financial data in two segments: domestic operations and international operations. Domestic operations provide Expertise and Technology primarily to U.S. federal government agencies. International operations provide Expertise and Technology primarily to international government and commercial customers.

The Company evaluates the performance of its operating segments based on net income. Summarized financial information for the Company's reportable segments is as follows (in thousands):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2025	2024	2025	2024
Revenues:				
Domestic	\$ 2,105,120	\$ 1,877,986	\$ 6,140,597	\$ 5,453,162
International	61,862	59,470	183,083	168,375
Total revenues	<u>\$ 2,166,982</u>	<u>\$ 1,937,456</u>	<u>\$ 6,323,680</u>	<u>\$ 5,621,537</u>
Net income:				
Domestic	\$ 103,150	\$ 106,598	\$ 306,260	\$ 257,901
International	8,710	8,752	35,715	27,366
Total net income	<u>\$ 111,860</u>	<u>\$ 115,350</u>	<u>\$ 341,975</u>	<u>\$ 285,267</u>

Note 13 – Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value and categorizes the inputs used in measuring fair value as follows: observable inputs such as quoted prices in active markets (Level 1); inputs other than quoted prices in active markets that are observable, either directly or indirectly, or quoted prices that are not active (Level 2); and unobservable inputs in which there is little or no market data which requires development of assumptions that market participants would use in pricing the asset or liability (Level 3).

The financial instruments measured at fair value on a recurring basis consist of the following (in thousands):

Description of Financial Instrument	Financial Statement Classification	Fair Value Hierarchy	March 31, 2025	June 30, 2024
			Fair Value	
Contingent consideration	Other accrued expenses and current liabilities	Level 3	\$ (3,560)	\$ (3,061)
Contingent consideration	Other long-term liabilities	Level 3	\$ (5,203)	\$ (13,737)
Interest rate swap agreements	Prepaid expenses and other current assets	Level 2	\$ 515	\$ —
Interest rate swap agreements	Other long-term assets	Level 2	\$ 12,883	\$ 33,327
Interest rate swap agreements	Other long-term liabilities	Level 2	\$ (280)	\$ —

The Company uses interest rate swap agreements to manage its interest rate risk. The valuation of these instruments is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves.

The Company recognized contingent consideration liabilities in connection with certain acquisitions, representing potential earnout payments and other contingent payments. The fair values of these liabilities were determined using a valuation model which included an assessment of the most likely outcome, assumptions related to projected earnings of the acquired company and the application of a discount rate when applicable. Fair value of contingent consideration is reassessed quarterly, including an analysis of the significant inputs used in the evaluation, as well as the accretion of the discount. Changes in the fair value of contingent consideration are reflected within indirect costs and selling expenses and were \$8.6 million and zero for the nine months ended March 31, 2025 and 2024, respectively.

Note 14 – Subsequent Event

In April 2025, CACI Limited acquired Identity E2E Limited (E2E) for \$51.8 million, in cash, subject to working capital adjustments plus potential future earnout payments up to \$7.8 million. E2E provides specialized technology services in biometrics and cloud engineering to customers within the United Kingdom.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations is provided to enhance the understanding of, and should be read together with, our unaudited condensed consolidated financial statements and the notes to those statements that appear elsewhere in this Quarterly Report on Form 10-Q.

Information Relating to Forward-Looking Statements

There are statements made herein that do not address historical facts and, therefore, could be interpreted to be forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are subject to risk factors that could cause actual results to be materially different from anticipated results. These risk factors include, but are not limited to, the following:

- our reliance on U.S. government contracts, which includes general risk around the government contract procurement process (such as bid protest, small business set asides, loss of work due to organizational conflicts of interest, etc.) and termination risks;
- significant delays or reductions in appropriations for our programs and broader changes in U.S. government funding and spending patterns;
- legislation that amends or changes discretionary spending levels or budget priorities, such as for homeland security or to address global pandemics like COVID-19;
- legal, regulatory, and political change from successive presidential administrations that could result in economic uncertainty;
- changes in U.S. federal agencies, current agreements with other nations, foreign events, or any other events which may affect the global economy, including the impact of global pandemics like COVID-19;
- the results of government audits and reviews conducted by the Defense Contract Audit Agency, the Defense Contract Management Agency, or other governmental entities with cognizant oversight;
- competitive factors such as pricing pressures and/or competition to hire and retain employees (particularly those with security clearances);
- failure to achieve contract awards in connection with re-competes for present business and/or competition for new business;
- regional and national economic conditions in the United States and globally, including but not limited to: terrorist activities or war, changes in interest rates, currency fluctuations, significant fluctuations in the equity markets, and market speculation regarding our continued independence;
- our ability to meet contractual performance obligations, including technologically complex obligations dependent on factors not wholly within our control;
- limited access to certain facilities required for us to perform our work, including during a global pandemic like COVID-19;
- changes in tax law, the interpretation of associated rules and regulations, or any other events impacting our effective tax rate;
- changes in technology;
- the potential impact of the announcement or consummation of a proposed transaction and our ability to successfully integrate the operations of our recent and any future acquisitions;
- our ability to achieve the objectives of near term or long-term business plans; and
- the effects of health epidemics, pandemics and similar outbreaks may have material adverse effects on our business, financial position, results of operations and/or cash flows.

The above non-inclusive list of risk factors may impact the forward-looking statements contained in this Quarterly Report on Form 10-Q. In addition, other risk factors include, but are not limited to, those described in "Item 1A. Risk Factors" within our Annual Report on Form 10-K. The forward-looking statements contained in this Quarterly Report on Form 10-Q are as of the date of its filing.

Overview

The Company provides distinctive Expertise and differentiated Technology to customers in support of national security.

- **Expertise** – CACI delivers talent with the specific technical and functional knowledge to support internal agency operations. Examples include functional software development expertise, data and business analysis, IT operations support, naval architecture, engineering, and life cycle support intelligence and special operations support, and network and exploitation analysis.
- **Technology** – CACI provides technology that addresses our customer's most challenging needs. This includes agile software development using open modern architectures and DevSecOps; advanced data platforms and applications augmented by Artificial Intelligence (AI), Enterprise Resource Planning (ERP) systems, Electromagnetic Spectrum (EMS) capabilities, photonics and network modernization. CACI invests ahead of customer need with research and development to generate unique intellectual property and differentiated technology addressing critical national security needs.

Budgetary Environment

We carefully follow federal budget, legislative and contracting trends and activities and evolve our strategies to take these into consideration. On March 23, 2024, President Biden signed into law an appropriations bill that funded the federal government for GFY24, generally consistent with the terms set forth in the debt limit legislation signed in June 2023. Also in March 2024, President Biden released his GFY25 budget request that was also generally consistent with the terms set forth in the debt limit legislation signed in June 2023 (GFY25 discretionary spending growth, both defense and nondefense, was capped at 1%). While future levels of defense and nondefense spending may vary and are difficult to project, we believe that there continues to be bipartisan support for defense and national security-related spending, particularly given the heightened current global threat environment.

While we view the budget environment as constructive and believe there is bipartisan support for continued investment in the areas of defense and national security, it is uncertain when (and if) in any particular GFY that appropriations bills will be passed. During those periods of time when appropriations bills have not been passed and signed into law, government agencies operate under a continuing resolution (CR), a temporary measure that typically allows the government to continue operations at prior year funding levels. On September 27, 2024, President Biden signed a CR for GFY25 that extended government funding through December 20, 2024, and on December 21, 2024, President Biden signed a CR for GFY25 that extended government funding through March 14, 2025. On March 15, 2025, President Trump signed a CR that extends government funding through September 30, 2025, the remainder of GFY25 (a “full-year” CR). This is the first time that the Department of Defense (DoD) has been funded by a full-year CR, and this latest CR has some anomalies included that make it different than a typical CR, including (1) new appropriation levels were established rather than using the GFY24 levels (e.g., defense spending raised to \$892.5 billion, which is just under the \$895 billion President Biden requested for GFY25), (2) DoD is allowed to start certain new programs, and (3) DoD was given expanded transfer authority to reallocate funding between different accounts.

Depending on their scope, duration, and other factors, CRs can negatively impact our business due to delays in new program starts, delays in contract award decisions, and other factors. When a CR expires, unless appropriations bills have been passed by Congress and signed by the President, or a new CR is passed and signed into law, the government must cease operations, or shutdown, except in certain emergency situations or when the law authorizes continued activity. We continuously review our operations in an attempt to identify programs potentially at risk from CRs so that we can consider appropriate contingency plans.

Market Environment

We provide Expertise and Technology to government customers. We believe that the total addressable market for our offerings is sufficient to support the Company's plans and is expected to continue to grow over the next several years. Approximately 75% of our revenue comes from defense-related customers, including those in the Intelligence Community (IC), with additional revenue coming from non-defense IC, homeland security, and other federal civilian customers.

We continue to align the Company's capabilities with well-funded budget priorities and take steps to maintain a competitive cost structure in line with our expectations of future business opportunities. In light of these actions, as well as the budgetary environment discussed above, we believe we are well positioned to continue to win new business in our large addressable market. We believe that the following trends will influence the USG's spending in our addressable market:

- A stable-to-higher USG budget environment, particularly in national security-related areas (defense, intelligence, and border security);
- Increased focus on cyber, space, and the electromagnetic spectrum as key domains for national security;
- Increased spend on network and application modernization and enhancements to cyber security posture;
- Increased investments in advanced technologies (e.g., Artificial Intelligence), particularly software-based technologies;
- Increasing focus on near-peer competitors and other nation state threats;
- Continued focus on counterterrorism, counterintelligence, and counter proliferation as key U.S. security concerns; and
- Increased demand for innovation and speed of delivery.

We believe that our customers' use of lowest price/technically acceptable (LPTA) procurements, which contributed to pricing pressures in past years, has moderated, though price still remains an important factor in procurements. We also continue to see protests of major contract awards and delays in USG procurement activities. In addition, many of our federal government contracts require us to employ personnel with security clearances, specific levels of education and specific past work experience. Depending on the level of clearance, security clearances can be difficult and time-consuming to obtain and competition for skilled personnel in the information technology services industry is intense. Additional factors that could affect USG spending in our addressable market include changes in set-asides for small businesses and changes in budgetary priorities, including efficiency initiatives like the Department of Government Efficiency (DOGE), limiting, delaying, or reducing federal government spending in general.

Results of Operations for the Three and Nine Months Ended March 31, 2025 and 2024

The following table provides our results of operations (in thousands):

	Three Months Ended March 31,				Nine Months Ended March 31,			
	2025	2024	Change		2025	2024	Change	
	Dollars		Percent		Dollars		Percent	
Revenues	\$ 2,166,982	\$ 1,937,456	\$ 229,526	11.8 %	\$ 6,323,680	\$ 5,621,537	\$ 702,143	12.5 %
Costs of revenues:								
Direct costs	1,434,735	1,290,903	143,832	11.1	4,251,384	3,819,072	432,312	11.3
Indirect costs and selling expenses	480,917	430,134	50,783	11.8	1,375,524	1,244,122	131,402	10.6
Depreciation and amortization	54,961	35,115	19,846	56.5	139,264	106,385	32,879	30.9
Total costs of revenues	1,970,613	1,756,152	214,461	12.2	5,766,172	5,169,579	596,593	11.5
Income from operations	196,369	181,304	15,065	8.3	557,508	451,958	105,550	23.4
Interest expense and other, net	45,117	27,668	17,449	63.1	113,153	80,758	32,395	40.1
Income before income taxes	151,252	153,636	(2,384)	(1.6)	444,355	371,200	73,155	19.7
Income taxes	39,392	38,286	1,106	2.9	102,380	85,933	16,447	19.1
Net income	\$ 111,860	\$ 115,350	\$ (3,490)	(3.0)	\$ 341,975	\$ 285,267	\$ 56,708	19.9

Revenues. The increase in revenues for the three and nine months ended March 31, 2025, as compared to the three and nine months ended March 31, 2024, was primarily attributable to new contract awards and growth on existing programs, and the two acquisitions completed during fiscal 2025.

The following table summarizes revenues by customer type with related percentages of revenues for the three and nine months ended March 31, 2025 and 2024, respectively (in thousands):

	Three Months Ended March 31,				Nine Months Ended March 31,			
	2025	2024	Change		2025	2024	Change	
	Dollars		Percent		Dollars		Percent	
Department of Defense	\$ 1,652,206	\$ 1,452,264	\$ 199,942	13.8 %	\$ 4,765,472	\$ 4,163,079	\$ 602,393	14.5 %
Federal Civilian Agencies	431,453	381,214	50,239	13.2	1,304,515	1,178,500	126,015	10.7
Commercial and other	83,323	103,978	(20,655)	(19.9)	253,693	279,958	(26,265)	(9.4)
Total	\$ 2,166,982	\$ 1,937,456	\$ 229,526	11.8 %	\$ 6,323,680	\$ 5,621,537	\$ 702,143	12.5 %

- DoD revenues include Expertise and Technology provided to various Department of Defense customers.
- Federal civilian agencies' revenues primarily include Expertise and Technology provided to non-DoD agencies and departments of the U.S. federal government, including intelligence agencies and Departments of Homeland Security, Justice, Agriculture, Health and Human Services, and State.
- Commercial and other revenues primarily include Expertise and Technology provided to U.S. state and local governments, commercial customers, and certain foreign governments and agencies through our International reportable segment.

Direct Costs. The increase in direct costs for the three and nine months ended March 31, 2025, as compared to the prior year period, was primarily attributable to direct labor and materials costs from organic growth on existing programs and costs related to the acquisitions completed during fiscal 2025. As a percentage of revenue, direct costs were 66.2% and 67.2% for the three and nine months ended March 31, 2025, respectively, and 66.6% and 67.9% for the three and nine months ended March 31, 2024, respectively. Direct costs include direct labor, subcontractor costs, materials, and other direct costs.

Indirect Costs and Selling Expenses. As a percentage of revenue, indirect costs and selling expenses were 22.2% and 21.8% for the three and nine months ended March 31, 2025, respectively, and 22.2% and 22.1% for the three and nine months ended March 31, 2024, respectively. Indirect costs and selling expenses as a percentage of revenues was consistent for the three and nine months ended March 31, 2025, compared to the prior year period, due to cost efficiencies across the Company partially offset by acquisition-related costs. The increase in indirect costs and selling expenses for the three and nine months ended March 31, 2025, as compared to the prior year periods, was primarily attributable to increased expenses due to a larger workforce, resulting in increased fringe benefits and costs related to the acquisitions completed during fiscal 2025.

Depreciation and Amortization. The increase in depreciation and amortization for the three and nine months ended March 31, 2025 was primarily attributable to intangible amortization from the two acquisitions completed during fiscal 2025.

Interest Expense and Other, Net. The increase in interest expense and other, net for the three and nine months ended March 31, 2025, as compared to the prior year period, was primarily attributable to higher outstanding debt balances related to acquisitions completed during fiscal 2025.

Income Tax Expense. The Company's effective income tax rate was 26.0% and 23.0% for the three and nine months ended March 31, 2025, respectively, and 24.9% and 23.2% for the three and nine months ended March 31, 2024, respectively. The effective tax rates for the three and nine months ended March 31, 2025, and 2024 differ from the statutory rate of 21.0% primarily due to research and development tax credits and state income taxes.

Contract Backlog

The Company's backlog represents value on existing contracts that has the potential to be recognized into revenues as work is performed. The Company includes unexercised option years in its backlog and excludes the value of task orders that may be awarded under multiple award indefinite delivery/indefinite quantity ("IDIQ") vehicles until such task orders are issued.

The Company's backlog as of period end is either funded or unfunded:

- Funded backlog represents contract value for which funding has been appropriated less revenues previously recognized on these contracts.
- Unfunded backlog represents estimated values that have the potential to be recognized into revenue from executed contracts for which funding has not been appropriated and unexercised priced contract options.

As of March 31, 2025, the Company had total backlog of \$31.4 billion, compared with \$28.6 billion a year ago, an increase of 9.8%. Funded backlog as of March 31, 2025 was \$4.2 billion. The total backlog consists of remaining performance obligations (see Note 5) plus unexercised options.

There is no assurance that all funded or potential contract value will result in revenues being recognized. The Company continues to monitor backlog as it is subject to change from execution of new contracts, contract modifications or extensions, government deobligations, early terminations, or other factors. Based on this analysis, an adjustment to the period end balance may be required.

Liquidity and Capital Resources

Existing cash and cash equivalents and cash generated by operations are our primary sources of liquidity, as well as sales of receivables under our MARPA (as defined and discussed in Note 7) and available borrowings under our Credit Facility (as defined in Note 8).

The Company has a \$3,200.0 million Credit Facility, which consists of a \$1,975.0 million Revolving Facility and a \$1,225.0 million Term Loan. The Revolving Facility is a secured facility that permits continuously renewable borrowings and has subfacilities of \$100.0 million for same-day swing line borrowings and \$25.0 million for stand-by letters of credit. As of March 31, 2025, we had \$1,290.0 million outstanding under the Revolving Facility and no borrowings on the swing line.

The Term Loan is a five-year secured facility under which principal payments are due in quarterly installments of \$7.7 million through December 31, 2023 and \$15.3 million thereafter until the balance is due in full on December 13, 2026. As of March 31, 2025, \$1,087.2 million was outstanding under the Term Loan.

The interest rates applicable to loans under the Credit Facility are floating interest rates that, at our option, equal a base rate or a SOFR rate plus, in each case, an applicable margin based upon our consolidated total net leverage ratio.

The Credit Facility requires us to comply with certain financial covenants, including a maximum total leverage ratio and a minimum interest coverage ratio. The Credit Facility also includes customary negative covenants restricting or limiting our ability to guarantee or incur additional indebtedness, grant liens or other security interests to third parties, make loans or investments, transfer assets, declare dividends or redeem or repurchase capital stock or make other distributions, prepay subordinated indebtedness and engage in mergers, acquisitions or other business combinations, in each case except as expressly permitted under the Credit Facility. Since the inception of the Credit Facility, we have been in compliance with all of the financial covenants. A majority of our assets serve as collateral under the Credit Facility.

To provide additional financial flexibility for the Company, in connection with the Azure Summit acquisition, the Company entered into a commitment letter (the "Commitment Letter"), dated September 10, 2024, with JPMorgan Chase Bank, N.A. ("JPMorgan"), pursuant to which JPMorgan committed to provide the entire principal amount of a senior secured bridge loan facility in an aggregate principal amount of up to \$750.0 million. No amounts were funded pursuant to the Commitment Letter.

On October 30, 2024 the Company completed a new senior secured Term Loan B facility in an aggregate principal amount of \$750.0 million, which effectively terminated the Commitment Letter. The Term Loan B is a seven-year facility under which principal payments are due in quarterly installments of \$1.9 million from March 2025 until the balance is due in full at maturity in October 2031. The interest rates applicable to the Term Loan B facility are floating interest rates that, at the Company's option, equal a base rate or a term SOFR rate plus an applicable margin.

During fiscal 2023, a provision of the TCJA went into effect that eliminated the option to deduct domestic research and development costs in the year incurred and instead requires taxpayers to capitalize and amortize such costs over five years. This provision is expected to decrease fiscal 2025 cash flows from operations by \$47.7 million. The future impact of this provision will depend on any guidance issued by the Treasury Department regarding the identification of appropriate costs for capitalization, and the amount of future research and development expenses paid or incurred (among other factors).

A summary of the change in cash and cash equivalents is presented below (in thousands):

	Nine Months Ended March 31,	
	2025	2024
Net cash provided by operating activities	\$ 391,027	\$ 340,123
Net cash used in investing activities	(1,677,305)	(120,694)
Net cash provided by (used in) financing activities	1,374,474	(175,622)
Effect of exchange rate changes on cash and cash equivalents	1,740	(357)
Net change in cash and cash equivalents	\$ 89,936	\$ 43,450

Net cash provided by operating activities increased \$50.9 million for the nine months ended March 31, 2025, when compared to the nine months ended March 31, 2024, primarily due to \$127.6 million of higher earnings after adding back non-cash adjustments, partially offset by \$76.7 million of net unfavorable changes in working capital driven by increased vendor disbursements.

Net cash used in investing activities increased by \$1,556.6 million for the nine months ended March 31, 2025, when compared to the nine months ended March 31, 2024, primarily due to cash used in acquisitions.

Net cash provided by financing activities increased \$1,550.1 million for the nine months ended March 31, 2025, when compared to the nine months ended March 31, 2024, primarily as a result of a \$1,581.3 million increase in net borrowings under our Credit Facility and Term Loan B Facility, partially offset by \$10 million of payments for financing costs under bank credit facilities, \$5.6 million higher payments for repurchases of common stock, and a \$17.1 million increase in payments of taxes for equity transactions.

We believe that the combination of internally generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, customary capital expenditures, debt service obligations, share repurchases, and other working capital requirements over the next twelve months. In the future we may seek to borrow additional amounts under a long-term debt security. Over the longer term, our ability to generate sufficient cash flows from operations necessary to fulfill the obligations under the Credit Facility and any other indebtedness we may incur will depend on our future financial performance which will be affected by many factors outside of our control, including worldwide economic and financial market conditions.

Critical Accounting Policies

There have been no significant changes to the Company's critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended June 30, 2024.

Off-Balance Sheet Arrangements and Contractual Obligations

We have no material off-balance sheet financing arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The interest rates on the Term Loan and the Revolving Facility under the Credit Facility, as well as the Term Loan B are affected by changes in market interest rates. We have the ability to manage these fluctuations in part through interest rate hedging alternatives in the form of interest rate swaps. We have entered into floating-to-fixed interest rate swap agreements for an aggregate notional amount of \$1,000.0 million related to a portion of our floating rate indebtedness. All remaining balances under our Term Loan and Term Loan B, as well as any additional amounts that may be borrowed under our Revolving Facility, are currently subject to interest rate fluctuations. With every one percent fluctuation in the applicable interest rates, interest expense on our variable rate debt for the nine months ended March 31, 2025 would have fluctuated by approximately \$11.4 million.

Approximately 2.9% and 3.0% of our total revenues during the nine months ended March 31, 2025, and 2024, respectively, were derived from our international operations headquartered in the U.K. Our practice in our international operations is to negotiate contracts in the same currency in which the predominant expenses are incurred, thereby mitigating the exposure to foreign currency exchange fluctuations. It is not possible to accomplish this in all cases; thus, there is some risk that profits will be affected by foreign currency exchange fluctuations. As of March 31, 2025, we held a combination of euros and pounds sterling in the U.K. and the Netherlands equivalent to approximately \$101.8 million. This allows us to better utilize our cash resources on behalf of our foreign subsidiaries, thereby mitigating foreign currency conversion risks.

Item 4. Controls and Procedures

As of the end of the three-month period covered by this report, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer.

The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. The effectiveness of a system of disclosure controls and procedures is subject to various inherent limitations, including cost limitation, judgments used in decision making, assumptions about the likelihood of future events, the soundness of internal controls, and fraud. Due to such inherent limitations, there can be only reasonable, and not absolute, assurance that any system of disclosure controls and procedures will be successful in preventing all errors or fraud, or in making all material information known in a timely manner to appropriate levels of management.

Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the Company’s disclosure controls and procedures were operating and effective at March 31, 2025.

The Company reports that no changes in its internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended March 31, 2025.

PART II

OTHER INFORMATION

Explanatory Note

In 2006, the Company's board of directors (the "Board") adopted, and the Company's stockholders voted to approve, the CACI International Inc 2006 Stock Incentive Plan. On September 20, 2016, the Board adopted an amended and restated version of the 2006 Stock Incentive Plan. The 2016 Amended and Restated Incentive Compensation Plan (the "Plan") was approved by the Company's stockholders at the Company's annual meeting held on November 17, 2016.

On October 1, 2020, the Company filed its proxy statement (the "2020 Proxy Statement") in advance of the Company's 2020 annual meeting of stockholders. In the 2020 Proxy Statement, the Company disclosed to stockholders that the Human Resources and Compensation Committee of the Board (the "Compensation Committee") recommended, and the Board adopted, a proposed amendment to the Plan to authorize an additional 1.2 million shares for issuance under the Plan. The 2020 Proxy Statement disclosed that: "If the shareholders approve the proposed amendment to the Plan, the total number of shares authorized for issuance under the Plan (including shares that have already been issued under the Plan) will increase from 1,200,000 shares to 2,400,000 shares." The Company further informed stockholders in the 2020 Proxy Statement that "[t]he total number of shares available under the Plan will consist of 2,400,000 shares of the Company's common stock, plus shares subject to any previously granted award that become available for future grant pursuant to the Plan (in all cases subject to adjustment upon certain changes in the capitalization of the Company), all of which may be awarded in the form of restricted stock, RSUs or unrestricted stock." The 2020 Proxy Statement also provided that "the complete text of the Plan, as amended by the Board on August 6, 2020," was attached as Appendix A to the 2020 Proxy Statement and incorporated in the proxy statement by reference. The 2020 amendment to the Plan, as attached to the 2020 Proxy Statement, correctly revised Section 4(a) of the Plan. The separate limitation applicable to "Stock Awards" in Section 4(e) was mistakenly left unchanged in the attachment to the 2020 Proxy Statement. On November 12, 2020, the Company held its annual meeting of stockholders. The Company disclosed on November 17, 2020, that 20,099,909 shares voted in favor of the amendment to the Plan, only 493,063 shares voted against, and 29,254 shares abstained.

Since November 2020, the Company has consistently reported that there were 2,400,000 shares available for issuance under the Plan. As reported in the Company's Annual Report on Form 10-K filed August 8, 2024, as of June 30, 2024, cumulative grants of 1,681,869 equity awards underlying the shares have been issued (of which 298,988 have been forfeited). The Company had previously reported in the Company's Annual Report on Form 10-K filed August 10, 2023, as of June 30, 2023, cumulative grants of 1,487,763 equity awards underlying the shares authorized had been issued and 277,309 had been forfeited. On August 16, 2024, John Solak, a purported stockholder of the Company, filed a stockholder derivative and class action complaint in the Court of Chancery of the State of Delaware, styled *Solak v. Daniels, et al.*, C.A. No. 2024-0857-MTZ (Del. Ch.), against the Company and the Board. In the complaint, Mr. Solak challenges the grants of equity awards in excess of the limit imposed in the Plan and asserts claims for breach of fiduciary duty, unjust enrichment, and breach of contract. The complaint seeks, among other things, a declaration that the stock plan has been violated and rescission of the RSU awards in excess of the limit imposed in the Plan prior to its amendment in 2020.

Section 3(a) of the Plan authorizes the Compensation Committee to "interpret, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan or any Award or make any other determination and take any other action that it determines in its sole discretion to be necessary for the administration of this Plan. Further, Section 15(b) of the Plan authorizes the Compensation Committee "to make minor or administrative amendments to the Plan. Accordingly, on January 15, 2025, the Compensation Committee exercised its authority under Section 3(a) and Section 15(b) of the Plan and adopted resolutions correcting Section 4(e) of the Plan to reflect the 2,400,000 shares available for issuance as Stock Awards as was originally intended by the Compensation Committee and as described in the 2020 Proxy Statement. A copy of the corrected Plan is attached as Exhibit 10.1 to this Quarterly Report on Form 10-Q.

Item 1. Legal Proceedings

Al Shimari, et al. v. L-3 Services, Inc. et al.

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2024 for the most recently filed information concerning the suit filed in the United States District Court for the Southern District of Ohio. The lawsuit names CACI International Inc, CACI Premier Technology, Inc. and former CACI employee Timothy Dugan as Defendants, along with L-3 Services, Inc. Plaintiffs seek, inter alia, compensatory damages, punitive damages, and attorney's fees. On March 8, 2013, the District Court granted a motion to dismiss CACI International Inc from the case, leaving CACI Premier Technology, Inc., as the sole Defendant.

In 2015, Defendant CACI Premier Technology, Inc. moved to dismiss Plaintiffs' claims based upon the political question doctrine. On June 18, 2015, the Court issued an Order granting Defendant CACI Premier Technology, Inc.'s motion to dismiss, and on June 26, 2015 entered a final judgment in favor of Defendant CACI Premier Technology, Inc.

On July 23, 2015, Plaintiffs filed a Notice of Appeal of the district court's June 2015 decision. On October 21, 2016, the Court of Appeals vacated and remanded the District Court's judgment with instructions for the District Court to make further determinations regarding the political question doctrine. That same day, the District Court (Lee, J.) entered an Order recusing himself from further participation in the action. Subsequently, a new District Court judge (Brinkema, J.) was assigned to the action. The District Court conducted an initial status conference on December 16, 2016. On June 9, 2017, the District Court dismissed Plaintiff Rashid without prejudice from the action based upon his inability to participate. On July 19, 2017, CACI Premier Technology, Inc. filed a motion to dismiss the action on numerous legal grounds. The Court held a hearing on that motion on September 22, 2017, and denied the motion pending issuance of a written decision. On January 17, 2018, CACI filed a third-party complaint naming the United States and John Does 1-60, asserting claims for contribution, indemnification, exoneration and breach of contract in the event that CACI Premier Technology, Inc. is held liable to Plaintiffs, as Plaintiffs are seeking to hold CACI Premier Technology, Inc. liable on a co-conspirator theory and a theory of aiding and abetting. On February 21, 2018, the District Court issued a Memorandum Opinion and Order dismissing with prejudice the claims of direct abuse of the Plaintiffs by CACI personnel (Counts 1, 4 and 7 of the Third Amended Complaint) in response to the motion to dismiss filed by CACI on July 19, 2017, and denying the balance of the motion to dismiss. On March 14, 2018, the United States filed a motion to dismiss the third party complaint or, in the alternative, for summary judgment. On April 13, 2018, the Court held a hearing on the United States' motion to dismiss and took the matter under advisement. The Court subsequently stayed the part of the action against John Does 1-60.

On April 13, 2018, the Plaintiffs filed a motion to reinstate Plaintiff Rashid, which CACI opposed. On April 20, 2018, the District Court granted that motion subject to Plaintiff Rashid appearing for a deposition. On May 21, 2018, CACI filed a motion to dismiss for lack of subject matter jurisdiction based on a recent Supreme Court decision. On June 25, 2018, the District Court denied that motion. On October 25, 2018, the District Court conducted a pre-trial conference at which the District Court addressed remaining discovery matters, the scheduling for dispositive motions that CACI intends to file, and set a date of April 23, 2019 for trial, if needed, to start. On December 20, 2018, CACI filed a motion for summary judgment and a motion to dismiss based on the state secrets privilege. On January 3, 2019, CACI filed a motion to dismiss for lack of subject matter jurisdiction. On February 15, 2019, the United States filed a motion for summary judgment with respect to CACI's third-party complaint. On February 27, 2019, the District Court denied CACI's motion for summary judgment and motions to dismiss for lack of subject matter jurisdiction and on the state secrets privilege. On February 28, 2019, CACI filed a motion seeking dismissal on grounds of derivative sovereign immunity.

On March 22, 2019, the District Court denied the United States' motion to dismiss on grounds of sovereign immunity and CACI's motion to dismiss on grounds of derivative sovereign immunity. The District Court also granted the United States' motion for summary judgment with respect to CACI's third-party complaint. On March 26, 2019, CACI filed a Notice of Appeal of the District Court's March 22, 2019 decision. On April 2, 2019, the U.S. Court of Appeals for the Fourth Circuit issued an Accelerated Briefing Order for the appeal. On April 3, 2019, the District Court issued an Order cancelling the trial schedule and holding matters in abeyance pending disposition of the appeal. On July 10, 2019, the U.S. Court of Appeals for the Fourth Circuit heard oral argument in Spartanburg, South Carolina on CACI's appeal. On August 23, 2019, the Court of Appeals issued an unpublished opinion dismissing the appeal. A majority of the panel that heard the appeal held that rulings denying derivative sovereign immunity are not immediately appealable even where they present pure questions of law. The panel also ruled, in the alternative, that even if such a ruling was immediately appealable, review was barred because there remained disputes of material fact with respect to CACI's derivative sovereign immunity defenses. The Court of Appeals subsequently denied CACI's request for rehearing *en banc*. CACI then filed a motion to stay issuance of the mandate pending the filing of a petition for a writ of *certiorari*. On October 11, 2019, the Court of Appeals, by a 2-1 vote, denied the motion to stay issuance of the mandate. CACI then filed an application to stay issuance of the mandate with Chief Justice Roberts in his capacity as Circuit Justice for the U.S. Court of Appeals for the Fourth Circuit. After CACI filed that application, the Court of Appeals issued the mandate on October 21, 2019, returning jurisdiction to the district court. On October 23, Chief Justice Roberts denied the stay application "without prejudice to applicants filing a new application after seeking relief in the district court." CACI then filed a motion in the district court to stay the action pending filing and disposition of a petition for a writ of *certiorari*. On November 1, 2019, the district court granted CACI's motion and issued an Order staying the action until further order of the court. On November 15, 2019, CACI filed a petition for a writ of *certiorari* in the U.S. Supreme Court. On January 27, 2020, the U.S. Supreme Court issued an Order inviting the Solicitor General to file a brief in the case expressing the views of the United States. On August 26, 2020, the Solicitor General filed a brief recommending that CACI's petition for a writ of *certiorari* be held pending the Supreme Court's disposition of *Nestle USA, Inc. v. Doe*, cert. granted, No. 19-416 (July 2, 2020), and *Cargill, Inc. v. Doe*, cert. granted, No. 19-453 (July 2, 2020). The United States' brief recommended that if the Supreme Court's decisions in *Nestle* and *Cargill* did not effectively eliminate the claims in *Al Shimari*, then the Supreme Court should grant CACI's petition for a writ of *certiorari*. On June 17, 2021, the Supreme Court issued its decision in the *Nestle* and *Cargill* cases, holding that the allegations of domestic conduct in the cases were general corporate activity insufficient to establish subject matter jurisdiction. As a result, the Supreme Court remanded the cases for dismissal. On June 28, 2021, the Supreme Court denied CACI's petition for a writ of *certiorari*.

On July 16, 2021, the District Court granted CACI's consent motion to lift the stay of the action, and ordered the parties to submit status reports to the District Court by August 4, 2021. On July 23, 2021, CACI filed a motion to dismiss the action for lack of subject matter jurisdiction based on, among other things, the recent Supreme Court decision in the *Nestle* and *Cargill* cases. On August 4, 2021, the parties submitted status reports to the District Court.

On September 10, 2021, the Court conducted a hearing on CACI's motion to dismiss for lack of subject matter jurisdiction and took the motion under advisement. The Court issued an Order directing the plaintiffs to provide the Court with a calculation of specific damages sought by each plaintiff. In response, plaintiffs advised the Court that, if the case is tried, they do not intend to request a specific amount of damages.

On October 1, 2021, the plaintiffs filed an estimate of compensatory damages between \$6.0 million and \$9.0 million (\$2.0 million to \$3.0 million per plaintiff) and an estimate of punitive damages between \$23.5 million and \$64.0 million.

On July 18, 2022, CACI filed a second motion to dismiss for lack of subject matter jurisdiction based on recent decisions by the Supreme Court. On September 16, 2022, the District Court conducted a hearing on that motion and took the matter under advisement.

On July 31, 2023, the District Court denied the July 23, 2021 motion to dismiss and the July 18, 2022 motion to dismiss. On September 7, 2023, CACI filed a petition for a writ of mandamus with the U.S. Court of Appeals for the Fourth Circuit, asserting that the District Court had disregarded binding precedent and asking the Court of Appeals to dismiss the action for lack of subject matter jurisdiction. On September 13, 2023, the Court of Appeals issued an Order requiring the plaintiffs to respond to the petition. On September 25, 2023, the plaintiffs filed their response to CACI's petition, opposing the relief sought. On October 2, 2023, the District Court entered an Order setting the case for a jury trial on April 15, 2024. On November 2, 2023, the Court of Appeals denied without opinion the petition for a writ of mandamus. Trial commenced on April 15, 2024. During trial, the plaintiffs abandoned their claim of war crimes. On May 9, 2024, the jury notified the District Court that it was deadlocked and could not reach a unanimous verdict on any claim. The District Court then dismissed the jury and declared a mistrial.

On May 16, 2024, plaintiffs filed a motion for a new trial, and CACI filed a motion for judgment as a matter of law. On June 14, 2024, the District Court granted plaintiffs' motion, denied CACI's motion, and proposed dates in October 2024 for a new trial. The District Court subsequently scheduled the new trial to start on October 30, 2024. A second trial commenced on October 30, 2024. At the conclusion of the presentation of the evidence, the District Court granted CACI's motion to dismiss the aiding and abetting claims for lack of evidence. On November 12, 2024, the jury found for the plaintiffs on the sole claim remaining in the case, that CACI personnel had conspired with the military for the military to abuse the plaintiffs. The jury awarded compensatory damages of \$3 million per plaintiff and punitive damages of \$11 million per plaintiff. After the verdict was returned, the District Court disclosed a note sent by the jury on November 8, 2024, not at the time disclosed to counsel, asking if the jury could award punitive damages to a non-profit human rights organization, rather than to plaintiffs, dealing with abuses arising from Abu Ghraib.

On November 25, 2024, CACI filed a motion for judgment as a matter of law, asserting numerous grounds for setting aside the jury verdict and dismissing the action. On January 10, 2025, the District Court conducted a hearing on that motion and denied the motion. On January 10, 2025, CACI filed a Notice of Appeal to the U.S. Court of Appeals for the Fourth Circuit. The Court of Appeals established a briefing schedule but has not yet scheduled the matter for oral argument.

Abbass, et al v. CACI Premier Technology, Inc. and CACI International Inc, Case No. 1:13CV1186-LMB/JFA (EDVA)

Reference is made to Part I, Item 3, Legal Proceedings in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2024 for the most recently filed information concerning the suit filed in the United States District Court for the Eastern District of Virginia. The lawsuit names CACI International Inc and CACI Premier Technology, Inc. as Defendants. Plaintiffs seeks, inter alia, compensatory damages, punitive damages, and attorney's fees.

Since the filing of Registrant's report described above, the case remains stayed pending the outcome in the *Al Shimari* appeal.

We are vigorously defending the above-described legal proceedings, and based on our present knowledge of the facts, believe the lawsuits are completely without merit.

On September 13, 2021, the Court issued an Order directing plaintiffs' counsel to file a report advising the Court of the status of each plaintiff, and indicating that any plaintiff whom counsel is unable to contact may be dismissed from the action. On October 4, 2021, plaintiffs' counsel filed a memorandum stating that the action was brought by forty-six plaintiffs, and that plaintiffs' counsel was in contact with many of the plaintiffs but needed additional time to provide the Court with a final report. On October 4, 2021, the Court entered an Order extending plaintiffs' response to October 25, 2021. On October 25, 2021, plaintiffs' counsel filed a memorandum stating that he was in communication with 46 plaintiffs or their representatives.

On June 21, 2024, CACI filed a motion to lift the stay. Plaintiffs filed an opposition to that motion on June 26, 2024. On June 28, 2024, the District Court denied CACI's motion without prejudice. CACI subsequently filed a Notice of Appeal to the U.S. Court of Appeals for the Fourth Circuit, as well as a Petition for a Writ of Mandamus in the Court of Appeals, asking the Court of Appeals to issue an order requiring the District Court to lift the stay. The Court of Appeals denied the petition for a Writ of Mandamus, but subsequently issued a briefing schedule for CACI's appeal.

Briefing on the appeal concluded on December 6, 2024. On January 10, 2025, the District Court indicated that it will not activate the *Abbass* action while the *Al Shimari* action is on appeal. As a result of that representation, on January 13, 2025, CACI moved to dismiss the appeal, a motion that the Plaintiffs did not oppose. On January 14, 2025, the Court of Appeals granted that motion and dismissed the appeal.

Item 1A. Risk Factors

Reference is made to Part I, Item 1A, Risk Factors, in the Registrant's Annual Report on Form 10-K for the year ended June 30, 2024. There have been no material changes from the risk factors described in that report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides certain information with respect to our purchases of shares of CACI International Inc's common stock:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
January 2025	8,475	\$ 430.25	8,475	1,059,443
February 2025	209,377	334.18	209,377	850,066
March 2025	226,231	353.75	226,231	623,835
Total	444,083	\$ 345.98	444,083	

(1) Number of shares determined based on the closing price of \$366.92 as of March 31, 2025.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

During the fiscal quarter ended March 31, 2025, none of our directors or officers adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as those terms are defined in Regulation S-K, Item 408.

Item 6. Exhibits

Exhibit No.	Description	Filed with this Form 10-Q	Incorporated by Reference		
			Form	Filing Date	Exhibit No.
10.1	CACI International Inc 2016 Amended and Restated Incentive Compensation Plan . *	X			
31.1	Section 302 Certification John S. Mengucci	X			
31.2	Section 302 Certification Jeffrey D. MacLauchlan	X			
32.1	Section 906 Certification John S. Mengucci	X			
32.2	Section 906 Certification Jeffrey D. MacLauchlan	X			
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)				
101.SCH	Inline XBRL Taxonomy Extension Schema Document				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101)				

* Denotes a management contract, compensatory plan, or arrangement.

SIGNATURES

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

CACI International Inc

Registrant

Date: April 24, 2025

By: /s/ John S. Mengucci
John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Date: April 24, 2025

By: /s/ Jeffrey D. MacLauchlan
Jeffrey D. MacLauchlan
Executive Vice President,
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Date: April 24, 2025

By: /s/ Eric F. Blazer
Eric F. Blazer
Senior Vice President,
Chief Accounting Officer and Corporate Controller
(Principal Accounting Officer)

CACI INTERNATIONAL INC

**2016 AMENDED AND RESTATED INCENTIVE
COMPENSATION PLAN**

(Approved at the Annual Meeting of Shareholders on November 17, 2016)

As Amended August 6, 2020

CACI INTERNATIONAL INC

2016 AMENDED AND RESTATED INCENTIVE COMPENSATION PLAN

1. Establishment, Purpose and Types of Awards

The CACI International Inc 2016 Amended and Restated Incentive Compensation Plan (the “Plan”) was originally adopted by the Board of Directors (the “Board”) of CACI International Inc (the “Company”) on August 16, 2006 as the Company’s 2006 Stock Incentive Plan which was approved by the Company’s shareholders on November 16, 2006. The Plan was amended and restated by the Board on August 13, 2008, August 12, 2009 and August 11, 2011, each such amendment and restatement approved by the Company’s shareholders at the Annual Meeting of the Company. The amendments to the Plan incorporated herein shall only apply to Awards granted on or after the Effective Date. Awards granted prior to the Effective Date shall be governed by the terms of the plan in effect prior to the Effective Date and the applicable Award Agreement. The terms of this Plan are not intended to affect the interpretation of the terms of the Plan as they existed prior to the Effective Date.

The purpose of the Plan is to promote the long-term growth and profitability of the Company by (i) providing incentives to improve stockholder value and to contribute to the growth and financial success of the Company, and (ii) enabling the Company to attract, retain and reward the best available persons for positions of substantial responsibility.

The Plan permits the granting of Awards in the form of Incentive Stock Options, Nonqualified Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Unrestricted Stock, Performance Awards and Cash Awards, in each case as such term is defined herein, and any combination of the foregoing.

2. Definitions and Rules of Interpretation

(a) *Definitions.* As used in this Plan, the following definitions apply:

“*Affiliate*” means (i) any Person that directly, or through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company or (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

“*Award*” means any Option, Stock Award, Restricted Stock Unit, Stock Appreciation Right, Performance Award, Cash Award or any other right, interest or option relating to Stock issued and delivered pursuant to the provisions of the Plan.

“*Board*” means the Board of Directors of the Company.

“*Cash Award*” means an Award denominated in cash.

“*Change in Control*” means the consummation of any one of the following events:

- i. any “person” (as such term is used in Sections 13(d) and 14(d)(2) of the Exchange Act) becomes a “beneficial owner” (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) (other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding securities;
 - ii. at any time during the initial twelve month period following the Effective Date and each successive twelve- month period thereafter, at least a majority of the Board shall cease to consist of “Continuing Directors” (meaning directors of the Company who either were directors as of the Effective Date, or who subsequently became directors and whose election, or nomination for election by the Company’s stockholders, was approved by a majority of then Continuing Directors, provided that any director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company shall not qualify as a “Continuing Director”);
 - iii. the consummation of a merger or consolidation of the Company with any other corporation or other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into
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voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

- iv. the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; or
- v. the approval by the stockholders of a complete liquidation of the Company.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"Committee" means the Compensation Committee of the Board or such other committee or sub-committee of the Board as may be designated by the Board, so long as the members of the Committee are "non-employee directors" pursuant to Rule 16b-3 of the Exchange Act and the "outside directors" pursuant to Section 162(m) of the Code and the Committee is composed of at least two (2) members at all times.

"Committee Delegate" means the Chief Executive Officer or other senior officer of the Company to whom duties and powers of the Board or Committee hereunder have been delegated pursuant to Section 3(a)(vii).

"Covered Employee" means a "covered employee" within the meaning of Section 162(m)(3) of the Code, or any successor provision thereto.

"Disability" means (i) the Participant is subject to a legal decree of incompetency (the date of such decree being deemed the date on which such disability occurred), (ii) the written determination by a physician selected by the Company that, because of a medically determinable disease, injury or other physical or mental disability, the Participant is unable substantially to perform each of the material duties of the Participant's position as an Executive, and that, as of the date of determination, such inability is reasonably expected to continue for one hundred and twenty (120) consecutive days after the date of determination or one hundred and eighty (180) days within any three hundred and sixty five (365) day period, in each case based upon medically available reliable information, or (iii) the Participant's qualifying for benefits under the Company's long-term disability coverage, if any.

"Employee" means any employee of the Company or any Affiliate.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended and any rules or regulations promulgated thereunder.

"Fair Market Value" of the Stock for any purpose on a particular date means the closing price per share of the Stock on such date as reported by such registered national securities exchange on which the Stock is listed, or, if the Stock is not listed on such an exchange, as quoted on NASDAQ; provided, that, if there is no trading on such date, Fair Market Value shall be deemed to be the closing price per share on the last preceding date on which the Stock was traded. If the Stock is not listed on any registered national securities exchange or quoted on an established securities market, the Fair Market Value of the Stock shall be determined in good faith by the Committee by the reasonable application of a reasonable valuation method consistent with Treas. Reg. § 1.409A-1(b)(5)(iv)(B).

"Grant Agreement" means a written agreement between the Company and a Participant memorializing the terms and conditions of an Award granted pursuant to the Plan.

"Grant Date" means the date on which an Award is granted to a Participant.

"Incentive Stock Options" means Stock options that meet the requirements of Section 422 of the Code.

"Non-Employee Director" means a non-employee director within the meaning of Rule 16b-3 of the Exchange Act.

"Nonqualified Stock Options" means Options that do not meet the requirements of Section 422 of the Code.

"Option" means any right granted to a Participant under the Plan allowing such Participant to purchase Stock at such price or prices and during such period or periods as the Committee shall determine.

"Participant" means any Employee or Non-Director Employee who is granted an Award under the Plan.

"Performance Award" means an Award under Section 10 hereof.

“Performance Measure” means one or more of the following criteria, or such other operating objectives, selected by the Committee to measure performance of the Company, a Subsidiary or an Affiliate or other business division of same for a Performance Period, whether in absolute or relative terms: basic or diluted earnings per share of Stock; earnings per share of Stock growth; revenue; operating income or profit; net income or profit (either before or after taxes); earnings and/or net income or profit before interest and taxes; earnings and/or net income or profit before interest, taxes, depreciation and amortization; return on capital; return on equity; return on assets; net cash provided by operations; free cash flow; Stock price; economic profit; economic value; total stockholder return; gross margins and costs. Each such measure shall be determined in accordance with generally accepted accounting principles as consistently applied, adjusted to omit the effects of extraordinary items, gain or loss on the disposal of a business segment, unusual or infrequently occurring events and transactions and cumulative effects of changes in accounting principles.

“Performance Period” means a period of not less than one year over which the achievement of targets for Performance Measures is determined.

“Person” means any individual, corporation, partnership, association, limited liability company, joint-stock company, trust, unincorporated organization or government or political subdivision thereof

“Plan” means the CACI International Inc 2016 Amended and Restated Incentive Compensation Plan, as amended and restated from time to time.

“Repricing” means any of the following or other action that has the same effect: (i) lowering the exercise price of a Stock option or Stock Appreciation Right after it is granted, (ii) any other action that is treated as a repricing under generally accepted accounting principles, or (iii) canceling a Stock option or Stock Appreciation Right at a time when its exercise price exceeds the Fair Market Value of the underlying Stock in exchange for another Award, other equity of the Company or cash, unless the cancellation and exchange occurs in connection with a merger, acquisition, spin-off, or similar corporate transaction.

“Restricted Stock” and *“Restricted Stock Units”* means Awards under Section 7.

“Rule 16b-3” means Rule 16b-3 as in effect under the Exchange Act on the effective date of the Plan, or any successor provision prescribing conditions necessary to exempt the issuance of securities under the Plan (and further transactions in such securities) from Section 16(b) of the Exchange Act.

“Section 409A” means Section 409A of the Code and all Treasury regulations, guidance, compliance programs, and other interpretative authority issued thereunder.

“Securities Act” means the U.S. Securities Act of 1933, as amended and any rules or regulations promulgated thereunder.

“Separation from Service” means separation from service within the meaning of Section 409A. *“Specified Employee”* means a

specified employee within the meaning of Section 409A(a)(2)(B)(i). *“Stock”* means common stock of the Company.

“Stock Award” means an Award in the form of shares of Stock or denominated in units of Stock, including Restricted Stock, Restricted Stock Units and Unrestricted Stock, and excluding Options and Stock Appreciation Rights.

“Stock Appreciation Rights” or *“SARs”* means Awards under Section 8.

“Subsidiary” and *“Subsidiaries”* means only a company or companies, whether now or hereafter existing, within the meaning of the definition of “subsidiary company” provided in Section 424(f) of the Code, or any successor thereto of similar import.

“Unrestricted Stock” means Awards under Section 9.

(b) *Rules of Interpretation.* Any reference to “Section,” without more, is to a Section of this Plan. Captions and titles are used for convenience in this Plan and shall not, by themselves, determine the meaning of this Plan. Except when otherwise indicated by the context, the singular includes the plural and vice versa. Any reference to a statute is also a reference to the applicable rules and regulations adopted under that statute. Any reference to a statute, rule or regulation, or to a section of a statute, rule or regulation, is a reference to that statute, rule, regulation, or section as amended from time to time, both before and after the Effective Date and including any successor provisions.

3. Administration

(a) *Authority.* The Plan shall be administered by the Committee. The Committee shall have all the powers vested in it by the terms of the Plan, such powers to include authority, in its sole and absolute discretion, to grant Awards under the Plan, prescribe Grant Agreements evidencing such Awards and establish programs for granting Awards. The Committee shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to:

- i. determine the Participants to whom, and the time or times at which, Awards shall be granted,
- ii. determine the types of Awards to be granted,
- iii. determine the number of shares of Stock to be covered by or used for reference purposes for each Award,
- iv. impose such terms, limitations, vesting schedules, restrictions and conditions upon any such Award as the Committee shall deem appropriate, including without limitation establishing, in its discretion, Performance Measures that must be satisfied before an Award vests and/or becomes payable, the term during which an Award is exercisable, the purchase price, if any, under an Award and the period, if any, following a Participant's termination of employment or service with the Company or any Subsidiary or Affiliate during which the Award shall remain exercisable,
- v. subject to the provisions of Section 409A, modify, extend or renew outstanding Awards, accept the surrender of outstanding Awards and substitute new Awards, provided that no such action shall be taken with respect to any outstanding Award that would materially, adversely affect the Participant without the Participant's consent, or constitute a Repricing of an Option without the approval of the holders of the Company's voting securities,
- vi. establish sub-plans (which may be included as appendices to the Plan or the respective Grant Agreements), which may constitute separate programs, for the purpose of establishing programs which meet any special tax or regulatory requirements of jurisdictions other than the United States and its subdivisions,
- vii. to the extent permitted by applicable law, delegate certain of the Committee's duties and powers hereunder to the Chief Executive Officer and/or to other senior officers of the Company,
- viii. subject to the provisions of Section 4(c) and to the provisions of Section 409A, accelerate the time in which an Award may be exercised or in which an Award becomes payable and waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to an Award, and
- ix. establish objectives and conditions, including targets for Performance Measures, if any, for earning Awards and determining whether Awards will be paid after the end of a Performance Period.

The Committee shall have full power and authority to administer, interpret, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan or any Award or make any other determination and take any other action that it determines in its sole discretion to be necessary for the administration of this Plan or any Award and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan as the Committee deems necessary, desirable or appropriate in accordance with the Bylaws of the Company.

(b) *Indemnification.* To the maximum extent permitted by law, no member of the Board or Committee or a Committee Delegate shall be liable for any action taken or decision made in good faith relating to the Plan or any Award thereunder and the Company shall indemnify and hold harmless each member of the Board, each member of the Committee and any Committee Delegate against any liability, obligation, cost or expense incurred by that person arising out of any act or omission to act in connection with the Plan or any Award if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company. Such indemnification shall be in accordance with the procedures and terms and conditions set forth in the Certificate of Incorporation and By-laws of the Company as in effect from time to time. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation and Bylaws, as a matter of law, or otherwise.

(c) *Effect of Committee's Decision.* All actions taken and decisions and determinations made by the Committee or a Committee Delegate on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Committee's or Committee Delegate's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Company, its stockholders, any Participants in the Plan and any other employee of the Company, and their respective successors in interest.

4. Stock Available Under the Plan; Maximum Awards

(a) *Stock Available Under the Plan.* Subject to adjustments as provided in Section 14 of the Plan, the Stock that may be delivered or purchased with respect to Awards granted under the Plan on or after the Effective Date, including with respect to Incentive Stock Options, shall not exceed an aggregate of two million four hundred thousand (2,400,000) shares of Stock, plus shares of Stock subject to any previously issued awards to the extent any such award, or portion of an award becomes available for future grants pursuant to Section 4(b) of the Plan. The Company shall reserve said number of shares of Stock for Awards under the Plan, subject to adjustments as provided in Section 14 of the Plan.

(b) *Shares Available for Future Grants.* If any Award, or portion of an Award, issued under the Plan expires, terminates unexercised, becomes unexercisable, is forfeited, terminated, surrendered or canceled without the delivery by the Company (or, in the case of Restricted Stock, without vesting) of Stock or other consideration or settled in cash, the Stock subject to such Award shall thereafter be available for further Awards under the Plan. In the case of a Stock Appreciation Right, the difference between the number of shares of Stock covered by the exercised portion of the SAR and the number of shares of Stock actually delivered upon exercise shall not be restored or available for future issuance under the Plan.

(c) *Source of Stock.* Stock available under the Plan may be, in any combination, (i) authorized but unissued shares of Stock, (ii) shares of Stock that are reacquired by the Company and held as treasury shares, and/or (iii) shares of Stock purchased on the open market by a broker designated by the Company and, subject to the requirements of Section 21, immediately thereafter issued for the benefit of a Participant under the Plan. It is intended that a registration statement under the Securities Act of 1933, as amended, shall be effective with respect to the shares of Stock issued under the Plan.

(d) *Maximum Awards.* The maximum number of shares of Stock subject to Awards that may be granted during any one calendar year to any Participant shall be limited to three hundred thousand (300,000). To the extent required by Section 162(m) of the Code and so long as Section 162(m) of the Code is applicable to persons eligible to participate in the Plan, shares of Stock subject to the foregoing maximum with respect to which the related Award is terminated, surrendered or canceled shall nonetheless continue to be taken into account with respect to such maximum for the calendar year in which granted. Notwithstanding the foregoing, Non-Employee Directors may not be granted Awards during any one calendar year that would exceed a Fair Market Value of six hundred thousand dollars (\$600,000).

(e) *Limitation on Full Value Awards.* In no event shall the Committee on or after the Effective Date grant Stock Awards of more than two million four hundred thousand (2,400,000) shares of Stock under the Plan. Shares of Stock subject to a Restricted Stock or Restricted Stock Unit Award which are forfeited by and/or not issued to the Participant as a result of full or partial forfeiture of the Award shall not count towards the limit in the preceding sentence.

(f) *Substitute Awards.* The Committee may grant Awards under the Plan in substitution for stock and stock based awards held by employees of another corporation who concurrently become employees of the Company or an Affiliate as the result of a merger or consolidation of the employing corporation with the Company, a Subsidiary or an Affiliate or the acquisition by the Company, a Subsidiary or an Affiliate of property or stock of the employing corporation. The Committee may direct that the substitute awards be granted on such terms and conditions as the Committee considers appropriate in the circumstances. Shares which may be delivered under such substitute awards may be in addition to the maximum number of shares provided for in Section 4(a) and 4(c), provided that said additional shares shall not exceed five hundred thousand (500,000) in the aggregate over the term of the Plan.

5. Participation

Participation in the Plan shall be open to all Employees and Non-Employee Directors as may be selected by the Committee from time to time. Notwithstanding the foregoing, participation in the Plan with respect to Awards of Incentive Stock Options shall be limited to Employees.

Awards may be granted to such Participants and for or with respect to such number of shares of Stock as the Committee shall determine, subject to the limitations in Section 4 of the Plan. A grant of any type of Award made in any one year to a Participant shall neither guarantee nor preclude a further grant of that or any other type of Award to such person in that year or subsequent years.

6. Stock Options

Subject to the other applicable provisions of the Plan, Awards of Options shall be subject to the following terms and conditions:

(a) *Grant of Option.* The grant of an Option shall be evidenced by a Grant Agreement, executed by the Company and the Participant, stating the number of shares of Stock subject to the Option evidenced thereby, the exercise price and the terms and conditions of such Option, in such form as the Committee may from time to time determine.

(b) *Exercise Price.* The price per share payable upon the exercise of each Option shall be determined by the Committee but shall be no less than one hundred percent (100%) of the Fair Market Value of the Stock on the Grant Date.

(c) *Payment.* Options may be exercised in whole or in part by payment of the exercise price of the Stock to be acquired in accordance with the provisions of the Grant Agreement, and/or such rules and regulations as the Committee may have prescribed, and/or such determinations, orders, or decisions as the Committee may have made.

Payment may be made in cash (or cash equivalents acceptable to the Committee) or, if provided in the Grant Agreement and permitted by applicable law, in shares of Stock which have been held by Participant or which would otherwise be issuable to Participant on exercise, or a combination of cash and such Stock, or by such other means as the Committee may prescribe. The Fair Market Value of Stock delivered on exercise of Options shall be determined as of the date of exercise.

The Committee, subject to such limitations as it may determine, may authorize payment of the exercise price, in whole or in part, by delivery of a properly executed exercise notice, together with irrevocable instructions, to: (i) a brokerage firm to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the exercise price and any withholding tax obligations that may arise in connection with the exercise, and (ii) the Company to deliver the certificates for such purchased Stock directly to such brokerage firm.

(d) *Term of Options.* The term during which each stock option may be exercised shall be determined by the Committee; provided, however, that in no event shall a stock option be exercisable more than ten (10) years from the date it is granted. Prior to the exercise of the stock option and delivery of the Stock certificates represented thereby, the Participant shall have none of the rights of a stockholder with respect to any Stock represented by an outstanding stock option.

(e) *Restrictions on Incentive Stock Options.* Incentive Stock Option Awards granted under the Plan shall comply in all respects with Section 422 of the Code and, as such, shall meet the following additional requirements:

- i. *Grant Date.* An Incentive Stock Option must be granted within ten (10) years of the earlier of the Plan's adoption by the Board of Directors or approval by the Company's stockholders.
- ii. *Exercise Price and Term.* The exercise price of an Incentive Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of the Stock on the date the stock option is granted and the term of the stock option shall not exceed ten (10) years. Also, the exercise price of any Incentive Stock Option granted to a Participant who owns (within the meaning of Section 422(b)(6) of the Code, after the application of the attribution rules in Section 424(d) of the Code) more than ten percent (10%) of the total combined voting power of all classes of shares of Stock of the Company or any Subsidiary of the Company shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Stock on the grant date and the term of such stock option shall not exceed five (5) years.
- iii. *Maximum Grant.* The aggregate Fair Market Value (determined as of the Grant Date) of Stock of the Company with respect to which all Incentive Stock Options first become exercisable by any Participant in any calendar year under this or any other plan of the Company and any Subsidiaries may not exceed one hundred thousand dollars (\$100,000) or such other amount as may be permitted from time to time under Section 422 of the Code. To the extent that such aggregate Fair Market Value shall exceed one hundred thousand dollars (\$100,000), or other applicable amount, such stock options to the extent of the Stock in excess of such limit shall be treated as Nonqualified Stock Options. In such case, the Company may designate the shares of Stock that are to be treated as Stock acquired pursuant to the exercise of an Incentive Stock Option.
- iv. *Participant.* Incentive Stock Options shall only be issued to Employees.
- v. *Designation.* No Option shall be an Incentive Stock Option unless so designated by the Committee at the time of grant or in the Grant Agreement evidencing such Option.
- vi. *Stockholder Approval.* No Option issued under the Plan shall be an Incentive Stock Option unless the Plan is approved by the stockholders of the Company within twelve (12) months of its adoption by the Board in accordance with the Bylaws of the Company and governing law relating to such matters.

(f) *Other Terms and Conditions.* Options may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time.

7. Restricted Stock and Restricted Stock Units

(a) *In General.* Subject to the other applicable provisions of the Plan and applicable law, the Committee may at any time and from time to time grant Restricted Stock or Restricted Stock Units to Participants, in such amounts and subject to such vesting conditions, other restrictions and conditions for the lapse of restrictions as it determines. Unless determined otherwise by the Committee, Participants receiving Restricted Stock or Restricted Stock Units are not required to pay the Company cash consideration therefor (except as may be required for applicable tax withholding).

(b) *Vesting Conditions and Other Restrictions.* Each Award for Restricted Stock and Restricted Stock Units shall be evidenced by a Grant Agreement that specifies the applicable vesting conditions and other restrictions, if any, on such Award, the duration of such restrictions, and the time or times at which such restrictions shall lapse with respect to all or a specified number of the shares of Stock that are part of the Award. With respect to Awards of Restricted Stock and Restricted Stock Units, the vesting schedule must be, at a minimum one year. Notwithstanding the forgoing limitation, such Award may provide for full vesting upon death, Disability, retirement (on or after age 65) or a termination of employment or service following a Change in Control.

(c) *Stock Issuance and Stockholder Rights.*

- i. *Restricted Stock.* Stock certificates with respect to Stock granted pursuant to a Restricted Stock Award shall be issued, and/or Stock shall be registered, in the Participant's name at the time of grant of the Restricted Stock Award, subject to forfeiture if the Restricted Stock does not vest or other restrictions do not lapse. Any Stock certificates shall bear an appropriate legend with respect to the restrictions applicable to such Restricted Stock Award and the Participant will be required to deposit the certificates with the Company during the period of any restriction thereon and to execute a blank stock power or other instrument of transfer therefor. Except as otherwise provided by the Committee, during the period of restriction following issuance of Restricted Stock certificates, the Participant shall have all of the rights of a holder of Stock, including but not limited to the rights to receive dividends (or amounts equivalent to dividends) and to vote with respect to the Restricted Stock. The Committee, in its discretion, may provide in the Grant Agreement that any dividends or distributions paid with respect to Stock subject to the unvested portion of a Restricted Stock Award will be subject to the same restrictions as the Restricted Stock to which such dividends or distributions relate.
- ii. *Restricted Stock Units.* Stock certificates for the shares of Stock subject to a Restricted Stock Unit shall be issued, and/or Stock shall be registered, in the Participant's name upon vesting and lapse of any other restrictions with respect to the issuance of Stock under such Award. The Participant will not be entitled to vote such Stock or to any of the other rights of stockholders during the period prior to issuance of the certificates for such Stock and/or the registration of the Stock. An Award of Restricted Stock Units may provide the Participant with the right to receive amounts equivalent to dividends and distributions paid with respect to Stock subject to the Award while the Award is outstanding, and an Award may be settled in cash or Stock, all as determined by the Committee and set forth in the Grant Agreement. Unless otherwise determined by the Committee with respect to a particular Award (and set forth in the Grant Agreement), each outstanding Restricted Stock Unit that is entitled to receive amounts equivalent to dividends and distributions paid with respect to Stock subject to the Award while the Award is outstanding shall accrue such dividend and distribution equivalents, deferred as equivalent amounts of additional Restricted Stock Units, and such amounts shall be paid only when and if the Restricted Stock Unit (on which such dividend and distribution equivalents were accrued) vests and becomes payable. If the Committee determines to provide for the current payment of dividend equivalents and distributions with respect to Stock subject to the Award, the terms and conditions of such payment shall be set forth in the Grant Agreement and shall be structured in compliance with Section 409A. To the extent that a Restricted Stock Unit does not vest or is otherwise forfeited, any accrued and unpaid dividend and distribution equivalents shall be forfeited. Unless a Participant has elected to defer amounts payable or distributable with respect to the Award pursuant to Section 7(e), amounts payable or distributable (including dividend and distribution equivalents that are payable with respect to such Restricted Stock Units) shall be made or distributed within thirty (30) days after the Participant's rights to such payments vest. In the event the Award provides for partial vesting over multiple years, amounts payable or distributable with respect to the Award (including dividend and distribution equivalents that are payable with respect to such Restricted Stock Units) shall be made or distributed within thirty (30) days after vesting occurs.

(d) *Restricted Stock Units Granted to Non-Employee Directors.*

i. *Grant of Restricted Stock Units.*

1. Each Non-Employee Director upon his or her initial election to the Board by the stockholders of the Company shall automatically be granted an Award of Restricted Stock Units in an amount
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established from time to time by the Committee. Such award shall be made within thirty-one (31) days after the date of the annual meeting at which such election occurs and the amount of the RSUs granted to the Non-Employee Director shall be based on the Fair Market Value of the Stock as of such date.

2. Upon subsequent election to the Board by the stockholders of the Company, each Non-Employee Director shall automatically be granted an Award of Restricted Stock Units in an amount established from time to time by the Committee. Such award shall be made on the date of the annual meeting at which such election occurs and the amount of the RSUs granted to the Non-Employee Director shall be based on the Fair market Value of the Stock as of such date.
 3. The Company shall grant Restricted Stock Units to each Non-Employee Director in whole Units. No fractional RSU will be granted. Instead, the amount of RSUs granted to the Non-Employee Director will be rounded up to the next whole number.
- ii. *Acceleration.* Each Award granted pursuant to this Section 7(d) shall include a provision accelerating the vesting of each Restricted Stock Unit included in the Award in the event of death, disability (within the meaning of Section 409A(a)(2)(C)) or a Change of Control of the Company.
 - iii. *Limited to Non-Employee Directors.* The provisions of this Section 7(d) shall apply only to Awards of Restricted Stock Units granted or to be granted to Non-Employee Directors, and shall not be deemed to modify, limit or otherwise apply to any other provision of this Plan or to any Restricted Stock Unit issued under this Plan to a Participant who is not a Non-Employee Director of the Company. To the extent and consistent with the provisions of any other Section of this Plan, the provisions of this Section 7(d) shall govern the rights and obligations of the Company and Non-Employee Directors respecting Restricted Stock Units granted or to be granted to Non-Employee Directors under this Plan.

(e) *Election to Defer.*

- i. With respect to Awards of Restricted Stock Units earned on or after January 1, 2009, each Participant (including Non-Employee Directors) may voluntarily elect to defer all or a portion (in increments of 25%) of the amount payable or distributable with respect to the Award. Subject to Section 26, each Deferral Agreement may specify (1) that the Restricted Stock Units will be deferred until the day that is thirty (30) days after the date of the Participant's Separation from Service, or (2) a specified distribution date. A specified distribution date shall be expressed as a number of whole years, not less than three, following the Grant Date. The date selected for payment of the Restricted Stock Units shall be irrevocable.
- ii. The election by a Participant to defer amounts payable or distributable with respect to Restricted Stock Units shall be made in compliance with the provisions of Section 409A and in accordance with the terms and conditions specified in the Award.

8. Stock Appreciation Rights

(a) *Award of Stock Appreciation Rights.* Subject to the other applicable provisions of the Plan, the Committee may at any time and from time to time grant Stock Appreciation Rights ("SARs") to Participants, either on a free-standing basis (without regard to or in addition to the grant of a stock option) or on a tandem basis (related to the grant of an underlying stock option), as it determines. SARs granted in tandem with or in addition to a stock option may be granted at the same time as the stock option; provided, however, that a tandem SAR shall not be granted with respect to any outstanding Incentive Stock Option Award without the consent of the Participant. SARs shall be evidenced by Grant Agreements, executed by the Company and the Participant, stating the number of shares of Stock subject to the SAR evidenced thereby and the terms and conditions of such SAR, in such form as the Committee may from time to time determine. The term during which each SAR may be exercised shall be determined by the Committee. In no event shall a SAR be exercisable more than ten (10) years from the date it is granted. The Participant shall have none of the rights of a stockholder with respect to any Stock represented by a SAR prior to exercise of the SAR.

(b) *Restrictions of Tandem SARs.* No Incentive Stock Option may be surrendered in connection with the exercise of a tandem SAR unless the Fair Market Value of the Stock subject to the Incentive Stock Option is greater than the exercise price for such Incentive Stock Option. SARs granted in tandem with stock options shall be exercisable only to the same extent and subject to the same conditions as the stock options related thereto are exercisable. The Committee may, in its discretion, prescribe additional conditions to the exercise of any such tandem SAR.

(c) *Amount of Payment upon Exercise of SARs.* A SAR shall entitle the Participant to receive, subject to the provisions of the Plan and the Grant Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the Fair Market Value of one share of Stock on the exercise date over (B) the base price per share of Stock specified in the Grant Agreement, times (ii) the number of shares of Stock specified by the SAR, or portion thereof, that is exercised. The base price per share specified in the Grant Agreement shall not be less than the Fair Market Value of a share of Stock on the Grant Date. In the case of exercise of a tandem SAR, such payment shall be made in exchange for the surrender of the unexercised related stock option (or any portion or portions thereof which the Participant from time to time determines to surrender for this purpose).

(d) *Form of Payment upon Exercise of SARs.* Payment by the Company of the amount receivable upon any exercise of a SAR shall be made by the delivery of the number of whole shares of Stock determined by dividing the amount payable under the SAR by the Fair Market Value of a share of Stock on the exercise date. The amount equivalent in value to any fractional share will be paid out currently in cash.

9. Unrestricted Stock

(a) *Grant or Sale of Unrestricted Stock.* Subject to the limitations contained in Section 4, the Committee in its discretion may grant or sell to any Participant shares of Stock free of any restrictions under the Plan ("Unrestricted Stock") at a purchase price determined by the Committee. Shares of Unrestricted Stock may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration.

(b) *Restrictions on Transfers.* The right to receive Unrestricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution.

10. Performance Awards

(a) *In General.* The Committee, in its discretion, may establish targets for Performance Measures for selected Participants and authorize the granting, vesting, payment and/or delivery of Performance Awards to such Participants upon achievement of such targets for Performance Measures during a Performance Period. The Committee, in its discretion, shall determine the Participants eligible for Performance Awards, the targets for Performance Measures to be achieved during each Performance Period, and the type, amount, and terms and conditions of any Performance Awards. Performance Awards may be granted either alone or in addition to other Awards made under the Plan.

(b) *Covered Employee Targets.* In connection with any Performance Awards granted to a Covered Employee which are intended to meet the performance-based compensation exception under Section 162(m) of the Code, the Committee shall (i) establish in the applicable Grant Agreement the specific targets relative to the Performance Measures which must be attained before the respective Performance Award is granted, vests, or is otherwise paid or delivered, (ii) provide in the applicable Grant Agreement the method for computing the portion of the Performance Award which shall be granted, vested, paid and/or delivered if the target or targets are attained in full or part, and (iii) at the end of the relevant Performance Period and prior to any such grant, vesting, payment or delivery certify the extent to which the applicable target or targets were achieved and whether any other material terms were in fact satisfied. The specific targets and the method for computing the portion of such Performance Award which shall be granted, vested, paid or delivered to any Covered Employee shall be established by the Committee prior to the earlier to occur of (A) ninety (90) days after the commencement of the Performance Period to which the Performance Measure applies and (B) the elapse of twenty-five percent (25%) of the Performance Period and in any event while the outcome is substantially uncertain. In interpreting Plan provisions applicable to Performance Measures and Performance Awards which are intended to meet the performance-based compensation exception under Section 162(m) of the Code, it is the intent of the Plan to conform with the standards of Section 162(m) of the Code and Treasury Regulations Section 1.162-27(e)(2), and the Committee in interpreting the Plan shall be guided by such provisions.

(c) *Nonexclusive Provision.* Notwithstanding this Section 11, the Committee may authorize the granting, vesting, payment and/or delivery of Performance Awards based on performance measures other than the Performance Measures and performance periods other than the Performance Periods to employees who are not Covered Employees or to Covered Employees to the extent such Awards are not intended to meet the performance-based compensation exception under Section 162(m) of the Code and in such case waive the deadlines for establishing performance measures under Subsection (b) above.

11. Cash Awards

Cash Awards may be granted either alone, in addition to, or in tandem with other Awards granted under the Plan. The terms, conditions and limitations applicable to a Cash Award, including, but not limited to, vesting or other restrictions, shall be determined by the Committee; provided, however, that any Cash Award, or portion thereof, that would cause the total compensation paid to a Participant who is a Covered Employee in a given taxable year to exceed \$1,000,000 shall be made as a Performance Award, in accordance with Section 10 hereof.

12. Tax Withholding

(a) *Payment by Participant.* Each Participant shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the Participant for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of any Federal, state or local taxes of any kind required by law to be withheld with respect to such income. The Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

(b) *Payment in Shares.* The Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any applicable taxes from any payment of any kind otherwise due to the Participant and withhold, at the time of delivery or exercise of any Award or vesting of shares under such Awards, an appropriate number of shares for payment of taxes required by law or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes. If shares are used to satisfy such withholding, such stock shall be valued based on the Fair Market Value when the tax withholding is required to be made.

(c) *Notice of Disqualifying Disposition.* Each holder of an Incentive Stock Option shall agree to notify the Company in writing immediately after making a disqualifying disposition (as defined in Section 421(b) of the Code) of any Stock purchased upon exercise of an Incentive Stock Option.

13. Transferability

No Option, SAR or other unvested Award granted under the Plan shall be transferable by a Participant otherwise than by will or the laws of descent and distribution. Unless otherwise determined by the Committee in accordance with the provisions of the immediately preceding sentence, an Option or SAR may be exercised during the lifetime of the Participant only by the Participant or, during the period the Participant is under a legal disability, by the Participant's guardian or legal representative. Notwithstanding the foregoing, with the Committee's permission expressed in the Grant Agreement or otherwise, any Award other than an Incentive Stock Option may, in the Committee's sole discretion, be transferable by gift or domestic relations order to (i) the Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law, including adoptive relationships (such persons, "Family Members"), (ii) a corporation, partnership, limited liability company or other business entity whose only stockholders, partners or members, as applicable are the Participant and/or Family Members, or (iii) a trust in which the Participant and/or Family Members have all of the beneficial interests, and subsequent to any such transfer any Award may be exercised by any such transferee.

14. Adjustments; Business Combinations

(a) *Adjustments.* In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend, combination of shares or other similar event, the maximum number and kind of shares reserved for issuance or with respect to which Awards may be granted under the Plan as provided in Section 4 shall be adjusted to reflect such event, and the Committee shall make such adjustments as it deems appropriate and equitable in the number, kind and price of shares covered by outstanding Awards made under the Plan, and in any other matters that relate to Awards and that are affected by the changes in the shares referred to above.

(b) *Change in Control.* In the event of a Change in Control, the Committee shall take such action as it deems appropriate and equitable to effectuate the purposes of this Plan, which action may include, without limitation, any one or more of the following to the extent permitted by Section 409A and subject to the limitations of Section 4(c): (i) acceleration or change of the exercise and/or expiration dates of any vested or non-vested Award to require that exercise be made, if at all, prior to the Change in Control; (ii) the cancellation of any vested or non-vested Award upon payment to the holder of the fair value of the Award, as determined by the Committee (which shall not exceed the Fair Market Value of the Stock subject to such Award as of the date of cancellation, less the aggregate exercise price, if any, of the Award and in the event the Fair Market Value of an Option is below the aggregate exercise price, the Committee shall assign no value to the Award); and (iii) in any case where equity securities of another entity are delivered in exchange for or with respect to Stock of the Company, arrangements to have such other entity continue or assume such Awards or replace the Awards granted hereunder with awards with respect to such other securities, with appropriate adjustments in the number of shares subject to, and the exercise prices under, the Award.

Except as provided above, no Grant Agreement shall be issued that will provide for automatic vesting upon a Change in Control, other than, in the discretion of the Committee, accelerated vesting in the event of a termination of employment following a Change in Control under such circumstances as the Committee deems appropriate.

(c) *Dissolution and Liquidation.* In the event the Company dissolves and liquidates (other than pursuant to a plan of merger or reorganization), then, to the extent permitted under Section 409A, each Participant shall have the right to exercise his or her vested, outstanding stock options and Stock Appreciation Rights and to require delivery of Stock certificates, and/or registration in Participant's name of the Stock, under any vested, outstanding Restricted Stock Unit Awards, at any time up to the effective date of such liquidation and dissolution, upon which date all Awards under the Plan shall terminate.

(d) *Other Adjustments.* The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in the preceding paragraphs of this Section 14) affecting the Company, or the financial statements of the Company or any Subsidiary or Affiliate, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

Except as hereinbefore expressly provided, issuance by the Company of stock of any class or securities convertible into stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warranty to subscribe therefor, or upon conversion of stock or obligations of the Company convertible into such stock or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share of Stock subject to Awards.

15. Termination and Amendment

(a) *Amendment or Termination by the Board.* The Board, without further approval of the stockholders, may amend or terminate the Plan or any portion thereof at any time, except that no amendment shall become effective without prior approval of the stockholders of the Company to increase the number of shares of Stock subject to the Plan or if stockholder approval is required under the terms of the Plan or is necessary to comply with any tax or regulatory requirement or rule of any exchange or national automated quotation system upon which the Stock is listed or quoted (including for this purpose stockholder approval that is required for continued compliance with Rule 16b-3 or stockholder approval that is required to enable the Committee to grant Incentive Stock Options pursuant to the Plan).

(b) *Amendments by the Committee.* The Committee shall be authorized to make minor or administrative amendments to the Plan as well as amendments to the Plan that may be dictated by requirements of U.S. federal or state laws applicable to the Company or that may be authorized or made desirable by such laws. The Committee may amend any outstanding Award in any manner as provided in Section 3 and to the extent that the Committee would have had the authority to make such Award as so amended.

(c) *Approval of Participants.* No amendment to the Plan or any Award may be made that would materially adversely affect any outstanding Award previously made under the Plan without the approval of the Participant.

16. Non-Guarantee of Employment

Nothing in the Plan or in any Grant Agreement thereunder shall confer any right on an employee to continue in the employ of the Company or any Subsidiary or Affiliate or shall interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate an employee at any time.

17. Termination of Employment

For purposes of maintaining a Participant's continuous status as an employee and accrual of rights under any Award, transfer of an employee among the Company and its Affiliates shall not be considered a termination of employment. Nor shall it be considered a termination of employment for such purposes if an employee is placed on military or sick leave or such other leave of absence that is considered as continuing intact the employment relationship; in such a case, the employment relationship shall be continued until the date when an employee's right to reemployment shall no longer be guaranteed either by law or contract.

18. Written Agreement

Each Grant Agreement entered into between the Company and a Participant with respect to an Award granted under the Plan shall incorporate the terms of this Plan and shall contain such provisions, consistent with the provisions of the Plan, as may be established by the Committee.

19. Non-Uniform Determinations

The Committee's determinations under the Plan (including without limitation determinations of the persons to receive Awards, the form, amount and time of such Awards, the terms and provisions of such Awards and the agreements evidencing same) need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

20. Limitation on Benefits

With respect to persons subject to Section 16 of the Exchange Act, transactions under this Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

21. Compliance with Securities Law

Any Stock certificates for shares issued pursuant to this Plan may bear a legend restricting transferability of the Stock unless such shares are registered or an exemption from registration is available under the Securities Act and applicable securities laws of the states of the U.S. The Company may notify its transfer agent to stop any transfer of Stock not made in compliance with these restrictions. Stock shall not be issued with respect to an Award granted under the Plan unless the exercise of such Award and the issuance and delivery of Stock certificates for such shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act, the Exchange Act, the rules and regulations promulgated thereunder and the requirements of any national securities exchange or Nasdaq System upon which the Stock may then be listed or quoted, and shall be further subject to the approval of counsel for the Company with respect to such compliance to the extent such approval is sought by the Committee.

22. No Trust or Fund Created

Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. With respect to any transfer or payment not yet made to a Participant pursuant to an Award, the obligation of the Company shall be interpreted solely as an unfunded contractual obligation to make such transfer or payment in the manner and under the conditions prescribed under the written instrument evidencing the Award. Any shares of Stock or other assets set aside with respect to an Award shall be subject to the claims of the Company's general creditors, and no person other than the Company shall, by virtue of an Award, have any interest in such shares or assets. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the provisions of this Section. In no event shall any assets set aside (directly or indirectly) with respect to an Award be located or transferred outside the United States.

23. No Limit on Other Compensation Arrangements

Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other compensation arrangements (whether such arrangements be generally applicable or applicable only in specific cases), including without limitation the granting of Awards otherwise than under the Plan.

24. No Restriction of Corporate Action

Nothing contained in the Plan shall be construed to limit or impair the power of the Company or any Affiliate to make adjustments, reclassifications, reorganizations, or changes in its capital or business structure, or to merge or consolidate, liquidate, sell or transfer all or any part of its business or assets or, except as otherwise provided herein, or in a Grant Agreement, to take other actions which it deems to be necessary or appropriate. No employee, beneficiary or other person shall have any claim against the Company or any Affiliate as a result of such action.

25. Notice

Any notice to the Company required by any of the provisions of the Plan shall be in writing and shall be addressed to the Secretary of the Company, and shall become effective when it is received by the Secretary of the Company.

26. Section 409A Compliance

The Plan is generally intended to constitute an equity compensation plan that does not provide for the deferral of compensation subject to Section 409A and, if any provision of the Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan not being subject to the provisions of Section 409A. To the extent any Awards under the Plan are subject to Section 409A, then no amount of "nonqualified deferred compensation" (within the meaning of Section 409A) payable to an Employee or Non-Employee Director shall be paid earlier than the earliest date permitted under Section 409A, and all deferral elections shall be made in accordance with the provisions of Section 409A. To the extent that an Award is subject to the provisions of Section 409A, the provisions of the Plan relating to such Awards, including all deferral elections and distributions thereunder, are intended to comply with the provisions of Section 409A and if any such provision is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of the interpretation or construction which is consistent with the Plan complying with the provisions of Section 409A. In no event shall the

Company or any of its Affiliates be liable for any additional tax, interest or penalties that may be imposed on a Participant under Section 409A or any damages for failing to comply with Section 409A. Notwithstanding any contrary provision in this Plan or any Grant Agreement, any payment(s) of nonqualified deferred compensation that are otherwise required to be made under the Plan to a Specified Employee as a result of his or her Separation from Service (other than a payment that is not subject to Section 409A) shall be delayed and paid on the first day of the seventh month following the date of Separation from Service (or, if earlier, the date of death of the Specified Employee). Any remaining payments of nonqualified deferred compensation shall be paid without delay and at the time or times such payments are otherwise scheduled to be made. A termination of employment or service shall not be deemed to have occurred for purposes of any provision of the Plan or any Grant Agreement providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation upon or following a termination of employment or service, unless such termination is also a Separation from Service.

27. Governing Law

The validity, construction and effect of the Plan, of Grant Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Board or Committee relating to the Plan or such Grant Agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined in accordance with applicable federal laws and the laws of the State of Delaware.

28. Effective Date; Termination Date

(a) The Plan, as amended and restated herein, is effective as of the Effective Date, subject to the approval of the stockholders of the Company within twelve (12) months of the Effective Date. Any Award granted under the Plan after the Effective Date, and prior to such stockholder approval, shall be subject to such stockholder approval, if such Award could not have been granted under the Plan as in effect immediately prior to the Effective Date. No Award shall be granted under the Plan after the close of business on the day immediately preceding the tenth (10th) anniversary of the Effective Date. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

(b) The foregoing CACI International Inc 2016 Amended and Restated Incentive Compensation Plan was duly adopted and approved by the Board on September 20, 2016 and approved by the stockholders of the Company on November 17, 2016 (the "Effective Date").

Section 302 Certification

I, John S. Mengucci, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International 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 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 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 function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to 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: April 24, 2025

/s/ JOHN S. MENGUCCI

John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Section 302 Certification

I, Jeffrey D. MacLauchlan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of CACI International 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 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 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 function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to 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 controls over financial reporting.

Date: April 24, 2025

/s/ JEFFREY D. MACLAUCHLAN

Jeffrey D. MacLauchlan
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned President and Chief Executive Officer of the Company certifies, to the best of his knowledge and belief 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; 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: April 24, 2025

/s/ JOHN S. MENGUCCI

John S. Mengucci
President,
Chief Executive Officer and Director
(Principal Executive Officer)

Section 906 Certification

In connection with the quarterly report on Form 10-Q of CACI International Inc (the Company) for the three months ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the Report), the undersigned Executive Vice President, Chief Financial Officer and Treasurer of the Company certifies, to the best of his knowledge and belief 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; 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: April 24, 2025

/s/ JEFFREY D. MACLAUCHLAN

Jeffrey D. MacLauchlan
Executive Vice President, Chief Financial Officer
and Treasurer
(Principal Financial Officer)