

# LEIDOS HOLDINGS, INC. DISABILITY SICK LEAVE PLAN (“Plan”)

## FOR EMPLOYEES OF

### LEIDOS HOLDINGS, INC. (AND DESIGNATED SUBSIDIARIES)

PLAN DOCUMENT AMENDED AND RESTATED EFFECTIVE AS OF January 1, 2024

The Leidos Holdings, Inc. Disability Sick Leave Plan (“DSL” or “Plan”) first became effective January 1, 1976 and has been amended and restated to read as follows:

#### I. ELIGIBILITY FOR PARTICIPATION

If an individual is a regular “full-time” Employee (scheduled to work thirty (30) hours or more per week), or if the individual is a “part-time” exempt Employee (scheduled to work at least twelve (12) but less than thirty (30) hours per week) and the individual’s employment is expected to continue for at least six (6) months, and the individual is in a division/benefits package that includes Disability Sick Leave (DSL), that individual is eligible for participation in this Plan. Regular employment is distinguished from temporary employment in that regular employment is expected to continue for at least six (6) months from the date of hire.

#### II. PARTICIPATION COMMENCES

Eligible individuals employed prior to the effective date of the Plan were covered as of the effective date of the Plan.

Eligible individuals hired on or after the effective date of the Plan will be covered the first (1st) day of active employment.

Eligible full-time employees are credited with 10 days (or 80 hours) of DSL upon date of hire or date of eligibility, and subsequently credited with 10 days (80 hours) of DSL on their anniversary date or on the DSL Annual Crediting Date as described below. Employees scheduled to work less than 40 hours per week will receive a prorated number of DSL hours equivalent to two times their scheduled workweek. Participants can accumulate up to 1,560 hours, or 195 days, of DSL. Unused DSL hours are not payable upon termination.

##### **Mergers, Acquisitions and Incumbent Captures**

Newly eligible employees acquired as part of a merger, acquisition, or incumbent capture may, in some circumstances, receive credit for service earned prior to the merger, acquisition, or at the incumbent company for purposes of calculating their initial DSL credit. Eligible employees granted prior service under this policy must be clearly defined and approved by the Chief Human Resources Officer (or delegate(s) of such officer).

##### **DSL Annual Crediting Date**

DSL hours are credited annually on the anniversary of date of hire or the anniversary of the employee’s eligibility date, except in the cases below, where the DSL Annual Crediting Date will be determined as the employee’s time off service date:

- **Rehires** - Full-time and part-time employees with less than a one-year break in service will have their DSL balances restored upon rehire. Rehires with more than a one-year break in service will receive an initial DSL credit (10 days/80 hours, pro-rated for part-time employees) on their rehire date. Subsequent DSL hours will be credited annually thereafter on the anniversary of the employee’s time off service date.
- **Transfers between Eligible/Ineligible Statuses**
  - **Ineligible to Eligible Status:** If an ineligible employee, who does not have a DSL balance, transfers to an eligible status, they will receive an initial DSL credit (10 days/80 hours, pro-rated for part-time employees) on their transition date. Subsequent DSL hours will be credited annually thereafter on the anniversary of the employee’s time off service date.
  - **Eligible Status to Ineligible Status:** Employees with an employment status or benefits package change that makes them ineligible for DSL are not credited with or able to use DSL while in that ineligible status. If an eligible employee transfers to an ineligible status, the employee’s DSL balance will be moved to a holding account and reinstated if and when they transition back to an eligible status. Subsequent DSL hours will be credited annually thereafter on the anniversary of the employee’s time off service date.
- **Transfers to/from an offline subsidiary** - If an eligible employee transfers to an offline subsidiary, the employee’s DSL balance will be moved to a holding account. When/if the employee returns to an eligible status at Leidos, Inc., the DSL hours in the holding account will be reinstated. DSL hours will not be credited for the employee’s time of service at the subsidiary. Subsequent DSL hours will be credited annually thereafter on the anniversary of the employee’s time off service date.

#### III. CESSATION OF PARTICIPATION

A Participant’s coverage will terminate on the earliest of the following:

- A. On the end date of the pay period which marks the termination of employment.
- B. On the end date of the pay period in which an approved leave of absence without pay (other than FMLA leave) commences, except as required by law.
- C. At 12:00 midnight when a protected leave ends, if the Participant fails to return to work.
- D. On the end date of the pay period in which the Participant ceases to be an eligible Employee.
- E. On the end date of the pay period in which a strike occurs (if the Participant is a member of the bargaining unit engaged in the strike).
- F. On the date of termination of the Plan.

#### IV. CONTRIBUTIONS TO THE PLAN

Participants will not be required to make contributions to the Plan. The cost is entirely paid for by the Employer. Any DSL benefits Participants receive are taxable, and payroll deductions for elected benefits will continue to be made while a Participant receives DSL benefits.

#### V. DISABILITY SICK LEAVE BENEFITS

Based on the length of Disability and the amount of hours available in a Participant's DSL Bank:

- A Participant who is unable to work due to a Qualified Disability may receive a weekly benefit of up to 100% of his/her Regular Wages after satisfying the waiting period. These benefits are available for weeks two through ten of Disability.
- If the Participant remains eligible after the 10<sup>th</sup> week of disability, a Participant may receive up to a maximum of 80% of his/her Regular Wages. These benefits are available through the 19th week of Disability.
- If the Participant remains eligible after the 19th week of Disability, he/she may receive up to 66 2/3% of his/her Regular Wages. These benefits are available through the 26th week of Disability, provided that benefits for the Disability may not to exceed 180 days.

DSL benefits are payable for up to 180 days of Disability. DSL benefits may not be used to supplement Long-Term Disability (LTD) benefits, even if the Participant has DSL hours available.

For each day of any period of Disability for which benefits are paid and which is less than a full week, the amount of benefit payable will be one-fifth (1/5th) of the amount of the weekly benefit.

##### A. Commencement of Benefits

DSL benefits will commence on the earlier of the eighth (8th) calendar day of Disability; or the first (1st) day of Disability if a Participant is subject to **Hospital Confinement as defined**.

Based on the Participant's Disability, if it should be medically necessary for the Participant to reduce his/her hours by at least twenty-five percent (25%) per week (minimum of 2 hours for an 8-hour work day), but not cease work entirely, the reduced workday will be applied to serve the waiting period consecutively for seven calendar days, and will be deemed sufficient to satisfy the waiting period, regardless of the number of hours worked during this period (provided, however, that the number of hours worked may not exceed 75% of the Participant's scheduled weekly hours).

##### B. Duration of Benefit

A Participant's benefit payments will continue until one of the following occurs:

1. He/she has exhausted a) the full one hundred and eighty (180) days of Disability, or b) the total number of hours in his/her DSL Bank, whichever comes first.
2. A determination by the Administrator that a Qualified Disability no longer exists (i.e., recovery, no longer disabled) based on information provided by a Participant's Physician or the results of a medical examination undertaken at the request of the Claims Administrator.
3. Participant's failure or refusal to undergo a medical examination within thirty (30) days of notice of need to undergo such examination or Participant's failure or refusal to furnish information within twenty (20) days of Participant's request for disability extension. Additional time will be provided in situations where the delay is caused by the physician, not the Participant.

4. The date a Participant is either (a) no longer under the regular and continuous care and treatment of a Physician, or (b) refuses, as reasonably determined by the Administrator, to follow the terms of a written treatment plan recommended by the attending Physician.
5. Death of Participant.
6. Notwithstanding any other provision of this Plan to the contrary, if a Participant's disability started prior to termination of employment, disability benefits will continue to be paid up to the maximum duration approved under the plan.
7. For collectively bargained participants, disability benefits will continue to be paid if a strike occurs and the disability started prior to the strike. Benefits will be paid up to the maximum duration approved under the plan.

Once the Participant has exhausted the maximum short-term disability benefit duration, the claim will transition to long-term disability (LTD), if elected. Coverage under most Leidos-sponsored benefits (e.g. medical, dental and vision) will cease as of the last day of the pay period in which the Participant transitions to LTD.

#### C. **Maximum Benefit**

The maximum period payable under this Plan is one-hundred and eighty (180) days of Disability for any one Period of Disability. The benefits payable under this Plan are integrated with (i.e., reduced by) other benefit sources in Paragraph D below.

#### D. **Reduction of Benefits**

DSL Plan Benefit payment will be integrated with (i.e., reduced by) any benefits which are payable from the following:

1. Any Federal Social Security or Supplemental Security Income for which the Participant is eligible because of the Participant's Disability or retirement under Social Security (Old Age, Survivors, Disability and Health Insurance) [OASDHI] of the United States. However, if the receipt of Social Security retirement benefits commenced prior to the Participant's Disability, such benefits will not be offset. For purposes of computing this offset, any statutory cost of living increases awarded after the initial Social Security Award date will not be used. However, if the initial award is subsequently adjusted to give credit for additional earnings or for any other reason, other than a statutory cost of living increase, the new award will be offset.
2. State Disability Plan or any Plan providing Disability payments pursuant to a compulsory benefit act or law, where applicable.
3. Workers' Compensation benefits (temporary total disability and/or total disability benefits, and permanent disability benefits), including single sum awards or settlements. Single sum awards and/or settlements will not include approved medical expenses and attorney fees which were incurred prior to the award.
4. Any government plan (Retirement and/or Disability) benefits not including benefits payable to dependents of the Participant.
5. Amounts received or awarded because the Participant was injured by a third party. This offset can be made for the entire amount of the third party recovery, regardless of whether it is attributable to lost wages, incurred medical expenses or punitive damages. This Plan reserves the right to reduce the amount of its recoverable subrogation interest where in the discretion of the Plan a reduction is in the best interests of this Plan and its Participants and warranted by the circumstances. This Plan will not be responsible for expenses or attorney's fees incurred by a Participant in connection with any recovery unless the Plan will have agreed in writing to pay those expenses or fees. This Plan also reserves the right to initiate an action in the name of the Plan or in the name of the Participant to recover its subrogation interest. In no instance will the recoverable subrogation interest exceed total Plan benefits paid with respect to the injury.

In the event that a Participant is injured through the acts or omissions of a third party, the Plan Administrator will provide the benefits of the Plan only on condition that the Participant will agree in writing that the Plan will be subrogated to all rights of recovery that the Participant may have as a result of the injury. If a Participant is incapacitated and unable to sign the reimbursement agreement, the Plan Administrator will approve the claim and pursue reimbursement at a later time. The Plan will pursue reimbursement regardless of whether a signed reimbursement agreement is in place (for example, in the case of incapacitated Participants as well as in situations in which a signed reimbursement agreement was not otherwise obtained).

6. The LEIDOS HOLDINGS, INC. California Voluntary Disability Plan.
7. The LEIDOS HOLDINGS, Inc. Voluntary Short-Term Disability Insurance (VSDI) Plan.
8. Any salary (excluding vacation), income or sick pay from any employer or from self-employment. However, for employees on partial disability, payments for hours worked will not offset disability benefits as long as the combined amount of payment for hours worked and disability benefits does not exceed the employee's weekly compensation.
9. Disability or paid medical leave benefits for employee's own health condition payable under any federal or state law.
10. Any income or wages earned during rehabilitation employment.

11. Disability benefits payable to the Participant under any employer-sponsored group policy other than the Leidos disability plans.
12. Any benefits payable under any Unemployment Compensation Act of the United States or of any state during any period of disability leave.

DSL Plan benefits will also be reduced by any lump sum amounts received by compromise, settlement or other method as a result of a claim for any of the reduction sources listed in Part D. The lump sum will be divided by the basic Plan benefit to determine the length of time the Plan benefit will be reduced.

If a Participant either chooses not to apply for, elects to defer or fails to request any of the above benefits for which the participant may be eligible, the Claims Administrator will reduce benefits on the basis that benefits were received on the earliest date the participant was eligible (provided, however, that the Plan Administrator reserves the right to make further adjustments, including retroactive adjustments, in the event that the Participant can demonstrate that they have applied for and been denied for such benefits).

If, however, a Participant does apply for and/or request any of the above benefits and the participant provides the Claims Administrator with written evidence of these applications and/or requests, the Claims Administrator will have the option of having the Participant sign a promise to repay, agreeing to pay the Plan the appropriate integrable amount of the "other benefits" payable. If a Participant signs the promise to repay, the Claims Administrator will pay the full Plan benefits while the Participant is waiting for the "other benefits" payments. Failure to sign the promise to repay will result in a delay in the payment of all or some of the benefits payable under this Plan.

#### **E. Participants on Rotation**

A Participant on a rotational work schedule (e.g. 90 days on/90 days off), who has a qualifying disability, will be paid disability benefits even if the disability falls on a period the Participant is scheduled to be off.

#### **F. Home Confinement**

Illnesses or disabilities that involve home confinement and that have been certified by a physician or other health care provider qualify employees to use DSL as of the 8<sup>th</sup> calendar day, based on approval from the claims administrator.

#### **G. Hospice**

A disabled Participant admitted to hospice care will not be required to complete the 7-day waiting period.

#### **H. Pregnancy**

Participants who are considered to be disabled due to pregnancy must follow the same process that apply to all other disabilities. However, the 7-day waiting period for non-hospitalization will not apply to Participants who give birth at home or at birthing centers.

#### **I. Public Health Emergencies and Pandemics**

The Plan reserves the right to temporarily waive the 7-day waiting period in the event of a pandemic or public health emergencies (declared or undeclared), as determined in the reasonable discretion of the Plan.

#### **J. Bereavement, Jury Duty, Voting Time or Holiday**

A Participant will receive DSL pay if on Qualified Disability on a day bereavement, jury duty, voting time or holiday occurs. The Participant will not receive separate paid time off for bereavement, jury duty, voting time or holiday.

#### **K. Intermittent Disability**

A Participant with a Qualified Disability may be approved for intermittent disability if the physician provides medical documentation supporting medically accepted and necessary intermittent treatments (e.g. cancer treatments)

### **VI. LIMITATIONS AND EXCLUSIONS**

Participants receive Leidos Holdings Inc. DSL benefits only if Participant's Qualified Disability commences while the participant is an eligible Employee and is participating in the Plan.

**A. DSL benefits may be limited if:**

1. The Participant is referred or recommended by a competent medical authority to participate as a resident in either an approved alcoholism recovery program or an approved drug-free residential program. Benefits for alcoholism recovery treatment will be paid for a period not to exceed thirty (30) days for a Period of Disability. Benefits for drug-free residential facility participation will be paid for a period not to exceed forty-five (45) days for a Period of Disability. If the referring physician certifies the need for continuing resident services, benefits will be payable for up to sixty (60) additional days for alcoholism recovery treatment and up to forty-five (45) additional days for drug-free residential facility participation;
2. The Participant receives wages from Leidos Holdings Inc. (excluding Comprehensive Leave pay) for any day. DSL benefits will be paid for any seven-day week or partial week in an amount that does not exceed the Participant's maximum weekly DSL benefit amount and which, when added to the wages received by the Participant for that week, does not exceed the Participant's weekly wage, exclusive of the wages paid for overtime immediately prior to the commencement of the Participant's Qualified Disability;
3. The Participant, for any day of unemployment or disability, receives or is entitled to receive benefits or cash payments for temporary or permanent disability under a workers' compensation or employer liability law of the federal government or any state (in which case, if the cash payments for temporary or permanent disability are less than the amount of the DSL benefit the Participant would have received, the Participant, if otherwise eligible, will be entitled to receive DSL disability benefits, reduced by the amount of such cash payments).
4. The Employer can provide alternative employment that is within the capabilities of the Employee, and that has status and compensation comparable to the Employee's regular occupation as determined solely by the Employer.

**B. Under the DSL Plan, benefits will not be paid for Qualified Disabilities that:**

1. Do not prevent the Participant from doing his/her job;
2. Were incurred while on layoff or leave of absence, severance, military leave of absence, or any other status where the Participant was not engaged in active employment with Leidos Holdings, Inc.;
3. Were incurred while on full-time or part-time long term disability;
4. Were incurred while the Participant was on unauthorized absence, or was not an employee;
5. Were incurred as a result of service in any armed forces, except as required by law;
6. Were caused by any act of war, declared or undeclared, or insurrection, except while traveling overseas on company business.

**C. No benefits are payable**

1. For an illness or injury caused by, or arising out of the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction of the Participant.
2. For an illness or injury caused by voluntary participation in a violent disorder, assault, or an illegal occupation.
3. For an intentionally self-inflicted injury.
4. For an illness or injury for which Participant is not under the continuous care and treatment of a duly qualified Physician.
5. Unless and until the Claims Administrator has received Objective Medical Evidence in support of a Qualified Disability. Such Objective Medical Evidence includes, but is not limited to, data and records from Participant's attending physician, narrative reports, x-ray and other laboratory findings, and consulting physician reports. This information is required at the initiation of the claim and periodically thereafter as reasonably requested by the Claims Administrator.
6. For a Participant who is not an Employee as defined in the Plan.
7. For a Participant who is not in an employment status that is eligible for DSL.
8. For a disability that is not, in the reasonable opinion of the Plan (or a duly appointed designee of the Plan), supported by Objective Medical Evidence from a treating Physician and approved by the Claims Administrator;

9. For a Participant who has reached the 180-day maximum DSL benefit period under the claim.
10. For a Participant who is incarcerated in any federal, state, or municipal penal institution, jail, medical facility, public or private hospital, or in any other place because of a criminal conviction of a federal, state or municipal law or ordinance (provided that such benefits are considered non-payable beginning on and after the date of conviction);
11. For a Participant who has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact, in order to obtain any benefits under the Plan.
12. For a Participant who was not receiving care or following the prescribed treatment plan that is:
  - From a health care provider whose training and clinical experience are suitable for treating the disease, illness, incapacity or injury;
  - Consistent in type, frequency and duration of treatment with relevant guidelines of national medical, research, and health coverage organizations and governmental agencies;
  - Consistent with the diagnosis of the condition; and
  - For the purpose of maximizing medical improvement

## VII. APPLICATION FOR BENEFITS

A Participant should initiate claim for benefits (a) as soon as the participant is hospitalized or (b) if the participant believes the Disability will last eight (8) days or more. In any event, a Participant should initiate claim for benefits no later than sixty (60) days from the first date of Disability.

## VIII CLAIM DETERMINATION

In order to file a claim for short-term Disability benefits available under this Plan, a Participant must take these steps:

1. Call the Sedgwick toll-free number: 877-399-6443 or file a claim via [www.mysedgwick.com](http://www.mysedgwick.com).
2. A Sedgwick Customer Service Representative will take all relevant information over the telephone. There are no claim forms to fill out for Disability Sick Leave.
3. Leidos, Inc. employees in California are automatically covered by the Leidos California Voluntary Disability Plan (Leidos CA VDP). Employees working at Varec, Leidos Security Detection and Automation, Leidos Engineering, 1901 Group, Gibbs & Cox and Dynetics Inc. are covered by the State of California State Disability Insurance (SDI) program. Participants in New York, New Jersey, Rhode Island, Hawaii, Puerto Rico, Washington, Massachusetts, Washington, D.C., Connecticut, Colorado or Oregon, must also file a claim for the mandatory state Disability Insurance or paid medical leave benefits at the same time as the participant files with this Plan.

To avoid delay, a Participant should file a claim as soon as possible, but in any event, ***no later than the sixtieth (60th) day of Disability***. Claims filed later than sixty (60) days, without just cause, may be denied by the Claims Administrator.

The Employer or its authorized Claims Administrator will have the right to (A) require supplemental forms from the physician or those authorized to certify disabilities as often as deemed necessary, and (B) examine Participant while he/she is claiming benefits under this Plan. This may be done when and as often as may be reasonably required during the period payments may be due under this Plan.

Supporting medical documentation from the physician must be provided to the Claims Administrator within 30 days of the date on the initial packet letter or 30 days from the first date of absence, if a claim is future-dated. The Claims Administrator will make a decision on the disability claim within 2 business days of receiving medical documentation. Medical documentation for disability extension must be submitted within twenty (20) days of the date the employee requests the extension or the claim may be denied.

Any fees associated with obtaining medical records and medical certification forms related to the disability claim are the responsibility of the Participant. However, the Plan will pay for document translation services if necessary.

A Participant whose claim is denied by the Claims Administrator will receive a written notice of denial, including the specific reasons for the denial.

## X. CLAIM REVIEW PROCEDURE

If the Participant disagrees with the determination made on the claim, the Participant will have the right to request a thorough review of the decision. The procedure is as follows:

- A. Within one-hundred eighty (180) days after receipt of **written** notice of the initial adverse determination on the claim, the participant must file a **written** request for a review.
- B. The review request should include any additional facts and documentation which supports the claim.
- C. The Participant's **written** request for a review must be mailed to the address below:

**Leidos Appeals Specialist**  
 Sedgwick – National Appeals Unit  
 P.O. Box 14748  
 Lexington, KY 40512-4748  
 Fax: 855-673-2488  
 Email: [leidosdisability@sedgwick.com](mailto:leidosdisability@sedgwick.com)

- D. After receipt of the Participant's written review request, Sedgwick will conduct a thorough review of the decision made on Participant's claim. This review will be conducted within forty-five (45) days of the Participant's request unless special circumstances require additional time for review. If additional time for review is required, Sedgwick will notify the Participant in writing prior to the end of the forty-five (45) day period. In no event will the decision be made more than ninety (90) days after receipt of the Participant's request for review. If the Participant is asked to provide additional information, the time frame for processing the review will stop until the Participant has responded to the request. The participant has up to thirty (30) days to provide the additional requested information; if no additional information is provided within this thirty (30) day period, the claim will be processed based on the information and evidence before the Plan at that time. Once the review is complete, the Participant will be notified in writing of the decision.

#### XI. FRAUD AND FALSE REPRESENTATION

A Participant who knowingly and willfully submits false information to Leidos to obtain disability benefits will be considered in violation of Leidos' Code of Conduct and will be subject to disciplinary action, up to and including termination of employment. The Plan may terminate coverage and seek reimbursement from the Participant for claims paid by the Plan as a result of false representation or fraud and the Plan may pursue appropriate legal action.

#### XII. DEFINITIONS

- A. **Active Pay Status** means receiving pay for a normal scheduled day of work, including regular pay, comprehensive leave, bereavement, or jury duty benefits. Active pay status does not include employees who are on leave of absence, on whole-week voluntary or involuntary LWOP, or receiving disability benefits (DSL, SDI, VSDI, or LTD).
- B. **Certificate** means the signed statement of a Physician who holds a valid license in the state or foreign country or in the territory or possession of the country, in which he/she is practicing.
- C. **Claimant** means an individual who has filed a claim for Leidos Holdings, Inc. DSL benefits.
- D. **Claims Administrator** means Sedgwick, an independent Claims Administrator. Claims are sent to Sedgwick – P.O. Box 14435, Lexington, KY 40512-4435, (877) 399-6443.
- E. **Disability** means any physical or mental condition arising out of illness, pregnancy or injury that renders the Participant continuously unable to perform his or her regular and customary occupation.
- F. **DSL Bank** means the number of DSL hours available for the Participant to use while on a Qualified Disability.
- G. **Effective Date** of the Plan means January 1, 1976; provided, however, that the terms of this Plan Document apply only to disabilities commencing on or after January 1, 2024 (i.e., the effective date of this Plan restatement).
- H. **Employee** means any individual whose service with the Employer is considered employment by the Employer.
- I. **Employer or Company** means Leidos Holdings, Inc. (and designated subsidiaries).
- J. **Hospital Confinement** will be defined as any twenty-four (24) hour period of time, or any part thereof for which a claimant is charged a full day's rate for room and board as a registered bed patient in a hospital, or in a nursing home, as defined in Section 1395X of Title 42 of the United States Code. This includes hospital admission under inpatient status or observation status. Hospital Confinement does not include Emergency Room visits and outpatient surgery.
- K. **Objective Medical Evidence** means medical demonstration of anatomical, physiological, or psychological abnormalities manifested by signs or laboratory findings, apart from Participant's perception of mental or physical impairments. These signs are observed through medically acceptable clinical techniques such as medical history, physical examination, and laboratory tests.

- L. **Participant** means an Employee who satisfies the eligibility requirements of Section I.
- M. **Period of Disability**, for Disability purposes, means a continuous period of unemployment and Disability beginning with the first (1<sup>st</sup>) day an Employee files a valid claim for Disability benefits.
- N. **Physician** includes physicians and surgeons holding an M.D. or D.O. degree, physician's assistants (PA's), nurse practitioners (NP's), psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by state law and acting within the scope of their practice as defined by state law. "Psychologist" means a licensed psychologist with a doctoral degree in psychology, or a doctoral degree deemed equivalent for licensure under applicable state law, and acting within the scope of their practice as defined by state law. For Disability related to normal pregnancy or childbirth, medical certification may be provided by a midwife or nurse practitioner.
- O. **Plan** means the Leidos Holdings, Inc. Disability Sick Leave Plan described in this document.
- P. **Plan Administrator** - The Board of Directors ("Board") has delegated certain powers and authority to make financial, contractual and other decisions on behalf of Leidos to the Chief Human Resources and other executive officers of the Company. Specifically, the Board has delegated the authority to approve all Benefit Programs Administration items to the Chief Human Resources Officer ("CHRO"). The CHRO has delegated to the Director of Corporate Benefits the authority to approve all Benefit Programs Administration items, including but not limited to reviewing and executing contracts relating to corporate benefit plans including the disability programs.
- Q. **Qualified Disability** means a disability that has been certified by a Physician, based on Objective Medical Evidence, and subsequently reviewed and approved by the claims administrator. A Participant is considered disabled when he/she:
- Is physically or mentally ill, or is injured and the condition prevents him/her from performing his/her regular work;
  - Is under the regular and continuous care of a Physician; and
  - Is not performing work for any other employer, including self-employment.
- The Claims Administrator will determine the types of medical documentation needed and how frequently the documentation must be updated.
- R. **Recurring Disability** means that two or more intervals of Disability, due to the same cause or condition, and separated by less than 31 days of continuous active work with the Company, will be considered the same Disability. A new waiting period will not be required. Should the employee go out on an approved disability again related to the initial claim within 31 days, the period of time worked will not count against the total leave duration for the initial claim.
- S. **Regular Wages** for purposes of benefit determination means:
1. With respect to Regular, Full-time Employees, Regular Wages means the scheduled base salary amount of the Participant's Compensation prior to any voluntary salary reduction, excluding overtime, shift differential pay, bonuses, commissions, and stock transactions in effect during the last completed payroll period immediately prior to the date of commencement of the Employee's Disability. For employees on full disability, merit increases that occur on or after the onset of disability will not be taken into account. For employees on partial disability, merit increases are taken into account. Partial disability benefit payments will be based on the new wages effective on the date of the merit increase or on the effective date of partial disability, if later.
  2. With respect to all Part-time Employees, Regular Wages means the average weekly Compensation paid to the Participant by the Company excluding overtime, shift differential pay, bonuses, commissions, and stock transactions during the previously completed twelve (12) week period immediately prior to the date of commencement of the Employee's Disability. For employees on full disability, merit increases that occur on or after the onset of disability will not be taken into account. For employees on partial disability, merit increases are taken into account. Partial disability benefit payments will be based on the new wages effective on the date of the merit increase or on the effective date of partial disability, if later.
- T. **Termination of the Employer-Employee Relationship** means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for Termination of the Employer-Employee Relationship include, but are not limited to, separation, dismissal, resignation, and retirement.
- U. **Week** means the seven (7) consecutive day period beginning with the first (1<sup>st</sup>) day the Participant files a claim for DSL benefits and the seven (7) consecutive day period thereafter.