SAIC®

Science Applications International Corporation Retirement Plan

Effective January 1, 2019

SAIC has made a reasonable attempt to ensure the accuracy of this information. If there is any discrepancy between this summary and the insurance contracts or other legal documents, the legal documents will always govern. As with all of its benefits, SAIC reserves the right to amend or discontinue the benefits described in this document in the future, as well as change how eligible employees and the Company share the cost at any time. This summary does not create any employment agreement of any kind or a guarantee of continued employment with SAIC.

Science Applications International Corporation Retirement Plan

Saving for retirement is one of the best ways to help ensure that you will be financially secure when you are no longer working. And the Science Applications International Corporation Retirement Plan (SAIC Retirement Plan or Plan) is one of the ways you have to build your retirement savings.

A Brief Overview . . .

Here are some of the Plan's highlights:

- It is easy to save for retirement. You save money each pay period with deductions taken out automatically from your paycheck.
- It is flexible. You can change or stop contributions or change your investment options at any time. And you have easy access to your Plan information online or through a toll-free telephone number.
- You can make **pre-tax contributions**, which lower your current taxable income. You do not pay income taxes on your savings or earnings until they are distributed, usually at retirement.
- You can make **Roth contributions**, which allow you to contribute after-tax dollars to the Plan and withdraw these amounts during your retirement without paying additional taxes. In addition, the earnings on these contributions are tax-free if you hold the Roth account for at least five years and are at least age 59½ on the date of distribution.
- SAIC adds to your savings by making **Company matching contributions** if you are in an eligible fringe benefit package.
- You are in control. You choose how contributions are invested, from a variety of diversified investment options.
- You have access to loans. While you are employed by SAIC, you may elect to take a loan from the Plan, subject to Plan limits and IRS guidelines.
- The benefit is yours. Your vested Plan benefits are payable to you upon your termination, retirement, disability or death. In most cases, you will receive your benefits as a lump-sum cash payment, or you may roll over your balance to the qualified plan of another employer, or to a Rollover IRA. In some cases, the amounts you have invested in **Company Stock** may be paid to you in kind as shares of SAIC common stock.

What Is Inside

This summary does not contain all the details of the SAIC Retirement Plan or determine your rights under the Plan, but is intended only to answer the most frequently asked questions about the Plan and to provide a description of the material terms of the Plan and how the Plan operates. The official Plan document sets forth your rights and obligations under the Plan. Nothing in this summary should be considered as altering or affecting the provisions of the Plan document itself. If there is a conflict between this summary and the Plan, the Plan terms will govern, and when determining specific benefits, the full Plan provisions, as they exist now or in the future, always govern.

No person has the authority to make any oral or written statement or representation binding upon SAIC that is inconsistent with, or varies the terms of any plan documents or any contracts or other documents maintained in conjunction with the Plan. Also, the Plan may be amended without prior notice, and this summary may not be updated until a date later than the effective date of a Plan amendment. Copies of the Plan document are available for your review upon your request.

Glossary

There are various terms used in this summary that have a specific meaning with respect to the Plan. This section explains those terms so that you can better understand your benefits. These terms are printed in **boldface** whenever they appear to let you know that they are defined here.

Beneficiary

The person or persons designated to receive your account in the event of your death. If you do not have a **beneficiary** on file with Vanguard at the time of your death, your Plan assets will be distributed to your spouse if you are married, or to your estate if you are not married.

Catch-Up Contribution

A contribution you may make if you will have attained at least age 50 before the last day of the Plan year and have exceeded your regular 401(k) elective contribution limits. If you are eligible to make **catch-up contributions** , and your contributions for the year have reached the regular elective contribution limit, any further contributions you make based on the percentage of pay you elect will automatically be considered **catch-up contributions**. Contribution limits and **catch-up contribution** limits are established by the IRS and may be adjusted annually.

Committee

The Science Applications International Corporation Benefit Plans Committee or any successor of that **Committee**.

Company

Science Applications International Corporation, referred to here as SAIC, or any successor of SAIC. **Company** also includes any affiliated company (or other entity) that has been granted permission by the Board of Directors to participate in the Plan. Service with any participating company may determine eligibility to participate, **vesting** credit and allocation of contributions to the Plan.

Company Matching Contribution

A **Company** contribution made to your account as a result of your having made elective contributions.

Company Stock

Common stock of SAIC, which is publicly traded on the New York Stock Exchange under the symbol SAIC.

ERISA

The Employee Retirement Income Security Act of 1974, as amended from time to time.

Hour of Service

Each hour of working or nonworking time (e.g., vacation, sick leave, jury duty) for which you are paid or entitled to be paid by the **Company**.

Plan Administrator

The administrator of the Plan, in this case, is the **Committee**.

Pre-Tax Contribution

An elective contribution made by you and deducted from your paycheck before federal and, in most cases, state income taxes are withheld. You do not pay any income tax on these contributions and related earnings until distribution.

Rollover Contribution

An employee's voluntary contribution of amounts from the qualified retirement plan of a previous employer or an eligible Rollover IRA.

Roth Contribution

An elective contribution made by you and deducted from your paycheck after federal and state income taxes are withheld. Provided certain criteria is met at the time you take a distribution of these contributions, you will not pay any income tax on these contributions and related earnings at distribution.

SAIC Common Stock

The common stock of the **Company** that is the primary investment in the **SAIC Stock Fund**.

SAIC Stock Fund

The fund that invests exclusively in **SAIC Common Stock**, except for a small cash position to facilitate transactions.

SCA Contribution

Contributions made by the **Company** to the accounts of certain participants in order to satisfy contractual obligations under the McNamara-O'Hara Service Contract Act.

Vesting

Your right to ownership in your Plan account. You are fully vested in your own contributions and **Company** contributions.

Eligibility and Participation

Who Is Eligible

You are eligible to participate in the Plan if you are an employee of SAIC or a participating employer, unless you fall into one of the categories described under "Who Is Not Eligible" below.

You must be in an eligible fringe benefit package to receive **Company matching contributions**.

Who Is Not Eligible

The following groups of employees are not eligible to participate in the SAIC Retirement Plan:

- Those employed by a subsidiary of SAIC that does not participate in the Plan
- Those considered part of an ineligible class or ineligible fringe benefit package
- Leased employees
- Nonresident alien employees with no income in the United States
- Individuals not treated by the **Company** as employees on payroll for any given Plan year. For example, consultants and independent contractors are not eligible.
- Those covered by a collective bargaining agreement that does not provide for Plan participation

When You May Begin to Participate

If you are eligible for the Plan, you may begin participating in the Plan on your hire date or any date you choose after your date of hire. If you are in an eligible fringe benefit package, you will be eligible to receive **Company matching contributions**. Your elective contributions, **rollover contributions**, and **Company matching contributions** are credited to your account as soon as administratively feasible after the contributions are made.

How to Enroll

To start making elective contributions or **rollover contributions** to the Plan, go to www.vanguard.com/retirementplans or call Vanguard at (800) 523-1188. To enroll, you will need the Plan number, which is **094021**. Payroll deductions will begin as soon as administratively feasible after you enroll – approximately one to two pay periods after Vanguard has received your election.

When you enroll, you should complete a **beneficiary** election with Vanguard to indicate who will receive your account in the event of your death. If you do not have a beneficiary on file with Vanguard at the time of your death, your Plan assets will be distributed to your spouse if you are married, or to your estate if you are not married. You can update or make your **beneficiary** election online at www.vanguard.com/retirementplans or by calling Vanguard.

Contributions to the Plan

Your Contributions

The availability of the SAIC Retirement Plan may affect your ability to make deductible contributions to an IRA. Please consult your personal tax advisor for more detailed information.

Through your elective contributions, you may save as much or as little as you like — within Plan limits.

You may make the following types of contributions to the Plan:

- **Pre-tax contributions** — a percentage of your eligible compensation, deducted from your pay automatically each pay period on a pre-tax basis
- **Roth contributions** — a percentage of your eligible compensation, deducted from your pay automatically each pay period on an after-tax basis
- **Rollover contributions** — assets you transfer from a qualified retirement plan of another employer or employers, or from an eligible rollover conduit Individual Retirement Account (IRA)

In addition, if you participated in the Leidos Retirement Plan before 1987, you may have made voluntary contributions on an after-tax basis. These contributions are held in a separate source within your Plan account.

Call Vanguard at (800) 523-1188 or visit www.vanguard.com/retirementplans to:

- Start or stop contributing to the Plan
- Change your contribution amount
- Sign up for annual increase of your contribution amount
- Change your investment options for future contributions
- Exchange between investment options

Elective Contributions

There are two types of elective contributions that you can make to the Plan. You can save for retirement with **pre-tax or Roth elective contributions**, or a combination of both. These contributions are deducted from your pay automatically each pay period. If you will be at least age 50 at the end of a Plan year, you can also make additional **catch-up contributions**.

Both pre-tax and Roth contributions are eligible for **Company matching contributions** if you are in an eligible fringe benefit package. **Catch-up contributions** are not eligible for **Company matching contributions**.

• **Pre-tax contributions**	Eligible for **Company matching contributions** if you are in a fringe benefit package that provides **Company matching contributions**
• **Catch-up contributions (if at least age 50)**	Not eligible for **Company matching contributions**
• **Roth contributions**	Eligible for **Company matching contributions** if you are in a fringe benefit package that provides **Company matching contributions**

You can invest your elective contributions and **catch-up contributions** in any of the investment options provided by the Plan. Refer to the prospectus supplement for more information on the investment options provided by the Plan.

Pre-tax contributions

When you save for retirement by making **pre-tax contributions** to the SAIC Retirement Plan, your contributions are deducted from your pay before federal and, in most cases, state income taxes are withheld.

You do not pay income taxes on the amounts you contribute until you withdraw the money, usually at retirement. However, these contributions are subject to federal employment taxes (i.e., Social Security and Medicare) at the time of your contribution.

When making **pre-tax contributions**, you get to invest money you would ordinarily pay in taxes. In addition, any earnings on your **pre-tax contributions** grow on a tax-deferred basis, meaning that you do not pay income taxes on your **pre-tax contributions** or their earnings until they are distributed.

Roth contributions

Unlike **pre-tax contributions**, **Roth contributions** to the Plan are made with after-tax dollars. As a result, applicable federal and state income taxes are withheld from your pay before your **Roth contributions** are deducted, and the amount of your contributions will be included in your current year taxable income. **Roth contributions** allow you to make after-tax contributions to the Plan and withdraw these amounts tax-free.

In addition, the earnings on these contributions are also tax-free if you have held the Roth account for at least five years and are at least age 59½ on the date of distribution. For some employees, this can be an advantage over making **pre-tax contributions** which, along with applicable earnings, are subject to federal and state income taxes at the time of distribution.

Because taxes are withheld from **Roth contributions** and not from **pre-tax contributions**, the type of contribution you make will impact your take home pay. Take a look at this example of someone who earns $60,000 and contributes 6% to the Plan.

	Pre-tax contributions	Roth contributions
Annual eligible compensation.	$60,000	$60,000
Pre-tax contributions	$3,600	$0
Taxable income	$56,400	$60,000
Social Security and Medicare tax (7.65%)	$4,590	$4,590
Federal and state income tax (at 33%)*	$18,612	$19,800
Roth contributions	$0	$3,600
Annual take-home pay	$33,198	$32,010

*Estimated federal and state withholding. Actual withholding may differ for each participant.

How Much You May Contribute

If you have contributed to more than one 401(k) or 403(b) plan during the year, be sure to monitor your contributions so that you do not exceed the IRS limit.

You may elect to contribute up to 75% of your eligible compensation on a pre-tax and/or Roth basis, up to the following Internal Revenue Service (IRS) contribution limits:

- You may contribute up to $19,000 in elective contributions for 2019 (adjusted annually by the IRS).
- If you will be age 50 or older as of the end of the Plan year, you may make an additional **catch-up contribution** of up to $6,000 in 2019 (adjusted annually by the IRS), for a total contribution of $25,000 in 2019. The 75% contribution limit includes **catch-up contributions**.

If your **pre-tax and/or Roth contributions** exceed the IRS limits because you contributed to more than one 401(k) or 403(b) plan during the year, you should obtain a refund of the excess contributions from one of those plans (including the SAIC Retirement Plan) to avoid negative tax consequences on the excess contributions. You should consult your tax advisor for assistance.

If you would like to confirm the IRS contribution limits annually, you can access this information at www.vanguard.com/contributionlimits.

You may generally change your contribution election or choose to stop contributing at any time. Contact Vanguard to start, stop or change your contribution amount by logging on to your account at www.vanguard.com/retirementplans or calling a Vanguard at (800) 523-1188 Monday through Friday from 8:30 a.m. to 9 p.m., Eastern Time

Eligible Compensation

Your eligible compensation used to calculate contributions includes regular wages, cash bonuses and commissions. Eligible compensation does not include stock bonuses, fringe benefits, or payments of deferred compensation. Eligible compensation is limited by the IRS to $280,000 for 2019. This limit is subject to change each calendar year.

About Social Security

Both **pre-tax and Roth contributions** to the Plan are taxable for purposes of Social Security taxes (FICA and Medicare). For this reason, gross wages upon which Social Security benefits will be based will not be impacted by the dollars you elect to contribute to the SAIC Retirement Plan.

The Annual Increase Program

The annual increase program allows you to increase your savings contribution rate *automatically* each year.

It's easy to participate in this program. Simply decide how much more you want to save and your elective contribution will automatically increase each year by whatever amount you select. You can also select the month you want your elective contribution to increase each year. Increases will occur in January if you do not choose a month.

Here's how it works: Suppose Joe earns a salary of $60,000, contributes 3% into the Plan, and elects an annual increase of one percentage point. After one year of saving, he has contributed $1,800 into the Plan (3% of $60,000). The next year, his contribution percentage increases from 3% to 4% of his eligible compensation, due to the automatic annual increase. If Joe's salary remains at $60,000 the next year, he will contribute $2,400 (4% of $60,000) to the Plan.

You can sign up for the annual increase program at any time by logging on to your account at www.vanguard.com/retirementplans or calling a Vanguard at (800) 523-1188 Monday through Friday from 8:30 a.m. to 9 p.m., Eastern Time. You can also end participation in the annual increase program at any time by contacting Vanguard.

Note: If you make changes to your elective contribution online, you will also be asked to elect an annual increase percentage. If you do not want to participate in the annual increase program, enter 0% when prompted.

Rollover Contributions

If you have pre-tax and/or Roth savings in a previous employer's 401(k) plan, 403(b) plan, 457 plan or other type of qualified retirement plan, you may consider moving it to the SAIC Retirement Plan as a **rollover contribution**. Your contribution will be placed in a rollover account, and you can choose your investment options from among the same options available for your elective contributions. No more than 50% of your elective contributions and rollover contributions may be initially invested in the **SAIC Stock Fund**. Your rollover account and any associated earnings are always 100% vested.

Note: Any pre-tax money you roll into the Plan cannot be converted to Roth money, or vice versa. Pre-tax money will be allocated to your account as pre-tax rollover contributions. Roth money will be allocated to your account as Roth rollover contributions.

Contact Vanguard at (800) 523-1188 Monday through Friday from 8:30 a.m. to 9 p.m., Eastern Time if you would like to initiate a **rollover contribution**.

Company Contributions

Company contributions are made at the discretion of the **Company** and can be changed or eliminated at any time. The **Company** currently makes **Company matching contributions** for employees in eligible fringe benefit packages. In addition, the **Company** may make **SCA Contributions** to certain employees.

Company Matching Contributions

Company matching contributions are made entirely by SAIC and are based on your elective contributions. If you are in a fringe benefit package that provides **Company matching contributions**, SAIC will make **Company matching contributions** equal to (1) 100% of the first 3% of your eligible compensation that you contribute, and (2) 50% of the portion of your eligible compensation that you contribute that is greater than 3% but does not exceed 5% of your eligible compensation as **pre-tax and Roth elective contributions**.

The percentage of **Company matching contributions** you are eligible to receive is based on your fringe benefit package. For purposes of receiving **Company matching contributions**, eligible compensation includes regular salary or wages, cash bonuses and commissions. So, if you contribute at least 5% of your pay as elective **pre-tax and/or Roth contributions**, you will be eligible to receive the maximum **Company matching contributions** based on your fringe benefit package. Not all fringe benefit packages are eligible for **Company matching contributions**.

The IRS sets a compensation limit on the amount of eligible compensation that can be included in determining **Company matching contributions**. The IRS compensation limit for calendar year 2019 is $280,000. If your eligible compensation for 2019 exceeds this limit, the Plan can only consider $280,000 as eligible compensation for determining your **Company matching contributions**.

You will be eligible for **Company matching contributions** only if you make elective contributions to the Plan and meet any other eligibility requirements specific to your fringe benefit package. Not all fringe benefit packages are eligible for **Company matching contributions**.

All **Company matching contributions** are invested in the same way as you have elected to invest your elective contributions. See "How Contributions Are Invested" for more details about the Plan's investment options.

Any **Company matching contributions** and related earnings are not taxable to you when they are contributed to the Plan, but will be taxed at ordinary income tax rates when distributed from the Plan regardless of whether they were matched against pre-tax contributions or Roth contributions.

The following types of contributions are not matched by the **Company**:

- **Catch-up contributions**
- Contributions in excess of 5% of compensation
- Elective contributions by participant not in an eligible fringe benefit package

Contact your HR point of contact (POC) to determine whether you are in an eligible fringe benefit package, what percentage of **Company matching contributions** you are eligible to receive and any other eligibility requirements specific to your fringe benefit package. If you are in an eligible fringe benefit package and contribute less than 5% of your eligible compensation to the Plan, you may want to consider increasing your contribution rate so you receive the full **Company matching contribution** based on your fringe benefit package.

Additional Company Contributions

In limited circumstances, the **Company** may make additional contributions to certain participants in order to satisfy contractual obligations under the McNamara-O'Hara Service Contract Act. Such contributions (**SCA Contributions**) are fully vested when made. **Company matching contributions** are not made with respect to such contributions. If the **Company** chooses to make these contributions, additional information will be provided.

How Contributions Are Invested

The Plan is based on the premise that individual participants (or their beneficiaries) have many differing financial situations, retirement goals, risk tolerances and are consequently best able to determine the investments most appropriate to their own situations. Accordingly, each participant or beneficiary has the responsibility to make his or her own decisions as to the investment of the assets in his or her own accounts.

The Plan offers you the opportunity to consider a broad range of different investment funds for the investment of your account balances – all with varying degrees of risk.

Please note that your investment elections for your contributions will apply to your **pre-tax and/or Roth contribution**, **Company matching contribution, SCA Contribution**, **rollover Contribution** and any loan repayments you make to the Plan.

When choosing any investment fund for your accounts under the Plan, you should realize that you may be investing in securities whose market values will change – down as well as up. There is no guarantee that the money you put into the funds will retain its original value or that your accounts will grow while in these funds.

You may invest your account balances in any of the funds listed in the prospectus, subject to any restrictions imposed by a particular fund as described in the information provided for the fund and the restrictions described below on investments in the **SAIC Stock Fund**. You may invest your entire account in one fund, or divide your investments among several funds subject to the limitations any investment may impose. The Committee may add or eliminate funds or investment alternatives at any time.

The Plan also has a Qualified Default Investment Alternative (QDIA), which acts as the default investment fund if you enroll in the Plan but do not choose investments for your contributions. The Plan adopted the Vanguard Target Retirement Trusts as the QDIA. If you do not make an investment election, your account will be invested in the date-specific Vanguard Target Retirement Trust that most closely matches your expected retirement year (based on an assumed retirement age of 65).

You can change the investment direction of your ongoing contributions at any time. In addition, you can exchange already invested money from one or more funds to other funds at any time, subject to any restrictions that may apply to individual investment options from time to time.

See the prospectus for more information on the investment options provided in the Plan.

Investments in Target Retirement Trusts are subject to the risks of their underlying funds. The year in the trust name refers to the approximate year (the target date) when an investor in the trust would retire and leave the workforce. The trust will gradually shift its emphasis from more aggressive investments (stocks) to more conservative ones (bonds and short-term reserves) as it gets closer to its target date. An investment in a Target Retirement Trust is not guaranteed at any time, including on or after the target date. If you wish to use this approach to investing, please note that the target retirement date you use in selecting among the various Target Retirement Trusts need not be your planned retirement date. For example, if you expect to keep your funds invested in the Plan over an extended period following retirement, you should consider whether or not to select in whole or in part a fund or funds that have a target retirement date at some time after your retirement.

The Plan is intended to be a plan described in Section 404(c) of the federal law referred to as ERISA and Section 2550.404c-1 of Title 29 of the Code of Federal Regulations. This means that the fiduciaries of the Plan may be relieved of liability for any losses which are the direct result of investment decisions made and investment instructions given by you as a Plan participant or beneficiary with respect to the investment of the money in your accounts in the various funds of the Plan.

To comply with Section 404(c) of ERISA and the regulations under Section 404(c), the Committee is the fiduciary (404(c) Fiduciary) who is responsible for providing Plan investment information upon request of a Plan participant or beneficiary. The Committee's address is listed under "Plan Information" near the end of this summary.

Investing in a Company Stock Fund

For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. The **SAIC Stock Fund** is invested exclusively in the common stock of the Company, except for a cash reserve to facilitate day-to-day transactions. Each of the other investment funds is invested in a number of securities (such as stocks, bonds, fixed rate contracts, etc. depending on the fund's investment objective), not just a single stock or bonds of one company. There is a risk to holding substantial portions of your assets in the securities of any one company, as individual securities tend to have wider price swings, up and down, than investments in diversified funds.

The Importance of Reading the Fund Prospectus

The prospectus for each investment fund contains important information concerning that fund, including the risks and expenses of investing. You should read the entire prospectus for any fund (including the Prospectus for more information about **Company Stock**) before you decide to invest.

SAIC Stock Fund

The **SAIC Stock Fund** is invested exclusively in SAIC common stock, except for a reserve invested in short-term fixed income investments or cash as needed to facilitate transactions (such as distributions and fund exchanges). You may direct up to 50% of your future elective contributions, **Company matching contributions** and **rollover contributions** to the **SAIC Stock Fund**. You can make exchanges into and out of the **SAIC Stock Fund** at any time. All **SAIC Stock Fund** balances are exchangeable into any other fund offered by the Plan.

You should be aware that there are risks involved in purchasing shares of **Company Stock**. For example, **Company Stock** may be riskier than other investments because it is not diversified. Neither the **Company** nor any of its officers or directors is making a recommendation that you purchase **Company Stock**. You should carefully review your financial objectives and other investments and consult your financial advisor before investing in **Company Stock**. You should also carefully review this summary, the Supplement to Prospectus and the information incorporated by reference herein prior to making a decision to invest in the **SAIC Stock Fund**.

Transfers Into and Out of the SAIC Stock Fund

You can make exchanges out of the **SAIC Stock Fund** at any time. You can also exchange into the **SAIC Stock Fund** at any time. If you transfer into or out of the **SAIC Stock Fund**, in most cases you will receive the unit value corresponding to the closing price of the **SAIC Stock Fund** on the day your transaction was requested. For distributions or fund exchanges, participant requests received before 4 p.m. Eastern Time are generally valued at the unit price of the fund for that day. Requests received after 4 p.m. Eastern Time are generally valued at the unit price for the next business day. However, in order to minimize trading impact, market conditions may require that shares are traded over a period of days and the price received will be the weighted average price.

Your Rights with Respect to Stock in the SAIC Stock Fund

You have certain rights with respect to the **Company Stock** allocated to your account.

- You are entitled to direct the Trustee as to how any **Company Stock** allocated to your **SAIC Stock Fund** account is to be voted with respect to all matters upon which shareholders are entitled to vote. The voting of shares allocated to your **SAIC Stock Fund** account is conducted under confidential voting procedures.
- Unless you elect to diversify your **SAIC Stock Fund** account as described above, your **SAIC Stock Fund** account will continue to be invested in **Company Stock** following your termination of employment.
- Dividends earned on your **Company Stock** held in the **SAIC Stock Fund** can be reinvested or distributed to you in cash. If you want to receive the dividend as a cash distribution from the Plan, you must elect a distribution. If you do not make an election to take a cash distribution, the dividend will be reinvested in the **SAIC Stock Fund**. Your election will remain in force until you make a change. For more information, please refer to the Plan's prospectus.

Valuation of SAIC Stock Fund Accounts

The value of your account balance held in the **SAIC Stock Fund** will be based on the value of SAIC common stock, which is publicly traded on the New York Stock Exchange under the symbol SAIC. Your account will also consist of a portion of the cash reserve that the fund maintains to facilitate transactions.

Fund Valuation With Unit Values

For record keeping purposes, the **SAIC Stock Fund** is valued in fund units — rather than shares of stock. Each fund unit represents a portion of your ownership in the fund.

The funds' unit values are determined daily by dividing the total value of each fund by the number of units credited to all participants in the **SAIC Stock Fund**. The unit values may change daily, primarily as a result of the value of the underlying shares of **Company Stock** and the fund's cash position.

Keeping Track of Your Account

You can keep track of your account value and investment options through Vanguard's website. You can also reach Vanguard by telephone.

Contact Vanguard at (800) 523-1188 or visit www.vanguard.com/retirementplans for Plan account information.

How Vesting Works

Vesting refers to when the amounts in your account are nonforfeitable. If you are 100% vested in a given account, (adjusted for investment gains and losses) that account is nonforfeitable and you may take a distribution of the entire value of the account when you are otherwise eligible to take a distribution with you when you leave the Company.

Vesting of Your Contributions

You are always 100% vested in the following accounts, including any investment income on your contributions:

- Elective pre-tax contributions
- Elective Roth contributions
- Catch-up contributions
- Company matching contributions
- ESOP account
- Profit sharing account
- Rollover contributions
- SCA contributions

Taking a Loan From Your Account

Although the Plan is designed for long-term savings, you may borrow from your account for any reason and pay your account back with interest.

How Much You May Borrow

You may have up to one outstanding Plan loan at any given time. There is a fee to initiate a loan from your account. In addition, an annual loan maintenance fee will be charged for every year the loan is outstanding. See the Fee Disclosure, available through Vanguard, for more information on loan fees.

The minimum loan amount is $1,000. The maximum loan amount is 50% of your vested account balance up to $50,000 (or less if you have had an outstanding Plan loan in the past 12 months).

Contact Vanguard at (800) 523-1188 or visit www.vanguard.com/retirementplans to apply for a Plan loan or withdrawal.

Repaying Your Loan

You repay your loan over time with regular payroll deductions. The repayment period depends on the purpose of your loan:

- **General purpose loans:** You may take up to 60 months to repay your loan.
- **Loans used for the purchase of your primary residence:** You may take up to 30 years to repay your loan.

If you terminate employment before your loan is paid, you can continue repaying your loan by setting up an automatic payment to Vanguard from your bank account. Following your termination, Vanguard will provide you with information on converting your loan to ACH repayment.

It is your responsibility to ensure loan repayments are made on time. Please contact Vanguard immediately if a payment is missed or late. Missed repayments, if not made up by the end of the Plan's Cure Period, may result in a taxable event and reported to the IRS.

Withdrawals While You Are Actively Employed

While you are actively employed, you can generally access assets in your account only in the event of a severe financial hardship or once you reach age 59½. There may be additional tax consequences of taking a withdrawal while you are actively employed. See "Taxes" in the prospectus for more information.

Hardship Withdrawals

You can withdraw money from your account while you are still actively employed if you, your dependents or **beneficiary** experience a serious financial hardship. You may use only funds from your **pre-tax and Roth contributions**, rollovers, **catch-up contributions** (plus pre-1989 earnings on these amounts), qualified non-elective contributions and qualfied matching contributions for hardship withdrawals. The withdrawal will be made pro rata from the funds in which your Plan account is invested.

Some examples of financial hardship include:

- Purchase of a primary residence for you
- Unreimbursed medical expenses for you and your primary **beneficiary(ies)**
- Tuition and fees for postsecondary education for you and your primary **beneficiary(ies)**
- Prevention of eviction or mortgage foreclosure on your primary residence
- Funeral expenses for certain family members and your primary **beneficiary(ies)**
- Certain expenses for repairing your principal residence if the expenses qualify as a casualty deduction

Withdrawals After You Reach Age 59½

Once you reach age 59½, you can make withdrawals from your entire vested account balance and take an in-kind distribution from any **SAIC Stock Fund** balance, even if you are still actively employed with SAIC. To receive an in-kind distribution, you must take a distribution of your entire Plan account balance.

Withdrawals When You Are No Longer Actively Employed

You are entitled to receive your vested account balance upon retirement, termination of employment, or total and permanent disability. At that time, you may do any of the following, depending on your vested account balance:

- Leave your account balance in the Plan
- Take a distribution from the Plan:
  - As a lump-sum cash payment
  - As an in-kind stock distribution of **SAIC Stock Fund** balances, (see "Receiving a Distribution" on page 22)
  - Roll it over to another employer's eligible plan or an IRA

In addition, you are eligible to make up to two partial withdrawals each Plan year after you retire or terminate employment.

The following chart summarizes your choices based on your vested account balance, and the sections that follow provide more detail:

	Account balance at termination	
	More than $5,000	**$5,000 or less**
Leave it in the Plan.	Yes	Mandatory distribution within 90 days following termination
Take a distribution from the Plan in cash or, if eligible, in shares of **Company Stock**	Yes	Yes
Roll it over to another employer's eligible plan or an IRA	Yes	Yes

Upon termination, if your vested balance is between $1,000 and $5,000 and you do not elect a distribution option, you will receive a mandatory distribution of your account balance within 90 days following your termination date or as soon as is administratively possible. If you fail to provide the Plan with instructions on whether you prefer a distribution to you or a rollover to an IRA or other qualified plan, the Plan will establish an IRA in your behalf through Vanguard.

If your vested balance is less than $1,000 upon termination and you do not elect a distribution option, you will receive a taxable lump-sum distribution of your balance within 90 days following your termination date.

Leaving Your Money in the Plan

If your vested account balance is over $5,000, you can leave your money in the Plan. However, you will generally be required to take a distribution of at least the IRS required minimum distribution amount by April 1 of the year following the year in which you reach age 70½ or your retirement date, if later.

Receiving a Distribution

If you elect to receive a cash distribution, it will be made to you (or your **beneficiary**, upon your death) in a single lump-sum payment. You may take your **SAIC Stock Fund** balance as a cash distribution or an in-kind distribution as described below. See "Taxes" in the prospectus for more details about taxation of distributions and potential penalties for early distributions.

Taking Your Distribution In Kind as SAIC Stock

If you are a eligible to take a distribution due to termination of employment or reaching age 59½, your vested balance in the **SAIC Stock Fund** can be taken as an in-kind distribution; that is, in shares of SAIC common stock. To receive an in-kind distribution, you must take a distribution of your entire Plan account balance. You can elect to take your entire **SAIC Stock Fund** account balance in kind, or you can take a partial in-kind share distribution and take the remainder of your **SAIC Stock Fund** account balance in the form of cash or possible rollover to an individual IRA.

Note: In-kind distributions may have certain tax advantages associated with receiving a distribution of shares of **Company Stock** from the Plan. However, tax laws are complicated and change from time to time. The **Company** recommends that you consult your tax advisor before deciding whether an in-kind distribution is right for your particular situation.

Rollovers to Another Qualified Plan or IRA

Nonspousal **beneficiaries** can rollover an inherited Plan account balance to an inherited IRA. This option provides your Plan **beneficiaries** with an additional distribution choice upon your death.

If you leave the **Company**, you may move your account to the qualified plan of your next employer (if that employer accepts **rollover contributions**), or you may have your account moved directly to a Rollover IRA, an IRA that accepts funds distributed from qualified retirement plans. You may be able to avoid immediate taxation on your account if you choose one of these options.

You may rollover any Roth money in your account to a Roth Rollover IRA. If you qualify, you may also rollover your pre-tax accounts into a Roth IRA; however, the amount of **pre-tax contributions** you rollover will be taxed. Pre-tax rollovers into a Roth IRA can be a complex process. You should consult your tax advisor if you are considering a rollover.

Distributions from the Plan will be subject to federal income tax under special, complex rules that apply generally to distributions from tax-qualified retirement plans. These rules are summarized in the Special Tax Notice that is provided by the Plan prior to taking your distribution. A copy of this notice is available through Vanguard.

Other Tax Information

Please review the Supplement to Prospectus for a summary of additional federal income tax rules concerning the Plan.

Beneficiary Information

You must have a **beneficiary** election on file with Vanguard designating who will receive your Plan account upon your death. All **beneficiary** elections previously made through SAIC and that remain on file with SAIC for the Plan are no longer valid. In addition, any **beneficiary** election that you make through SAIC in the future will not apply to your Plan benefits. If you do not have a **beneficiary** on file with Vanguard at the time of your death, your Plan assets will be distributed to your spouse if you are married, or to your estate if you are not married. You can add or update your **beneficiary** information online at www.vanguard.com/retirementplans. You may change your **beneficiary** designation at any time. If you are married, your spouse must provide written consent to the designation of another person as your **beneficiary**.

We recommend that you review your **beneficiary** information on file with Vanguard to ensure that your records are up-to-date. You can obtain a new **beneficiary** form from the Vanguard website.

Learning More About the Plan

Vanguard is the record keeper for the SAIC Retirement Plan. You can access Vanguard's resources through the internet or by telephone.

Online Access

To reach Vanguard via the internet, log on to www.vanguard.com. For security reasons, you must register for online account access. You will need your Plan number: **094021.** Active employees can also visit the SAIC Retirement Plan site at https://issaic.saic.com/benefits. You can also find general information about the Plan at http://saic.vanguard-education.com without logging in.

Telephone Access

For access to your account information, call Vanguard's 24-hour automated VOICE® Network at (800) 523-1188. You will need a personal identification number (PIN) to use VOICE. If you need assistance, press 0 to speak with a Participant Services associate. Associates are available Monday through Friday from 8:30 a.m. to 9 p.m., Eastern Time.

You can conduct the following account transactions at any time by calling Vanguard:

- Start or stop contributing, or change your payroll deduction
- Change the investment direction of future contributions
- Transfer money between funds
- Request loans and withdrawals

Other Information You Should Know

You may obtain additional information from SAIC's Human Resources Department regarding any of the following situations.

Loss or Denial of Benefits

This section discusses various factors that may affect your eligibility for, and amount of, benefits under the Plan.

Changes in Job Classification or Group

Changes in your job classification such as a promotion will not, in general, affect your ability to participate in the Plan. However, salary reductions or increases may affect the amount of your Plan contributions as well as **Company** contributions.

Should you be transferred to a fringe benefit package that is not eligible for the Plan, you may become ineligible to participate in the Plan or no longer entitled to receive **Company** contributions. You will not forfeit any benefits that you have already accrued in your account, however.

Loss in Account Value

The Plan's investment options, including the **SAIC Stock Fund**, may decline in market value, which may reduce the amount payable to you. The **Company** does not guarantee the value of your account, nor does the federal government.

Qualified Domestic Relations Order

In connection with divorce and child support matters, it is possible that an award of a portion of your account will be made to your former spouse or the guardian of your children. If the award is made as a result of a Qualified Domestic Relations Order (QDRO), the Plan will be required to make payments to the party to whom such award is made, and your benefits will be reduced accordingly.

The fees associated with the determination of any qualified status of a domestic relations order against you will be charged directly to your account. Under the terms of a QDRO, however, the fees may be charged to the non-employee payee or divided equally between you and the non-employee party to whom the award is made in connection with the implementation of the order.

To obtain the current fee structure as well as information regarding a QDRO, contact Vanguard at (800) 523-1188.

Plan Changes

The **Company** expects to continue the Plan indefinitely, but reserves the right to change the Plan, permanently discontinue contributions to the Plan, or terminate the Plan at any time, and for any reason, in its sole discretion.

The **Committee** has the authority to make administrative and regulatory changes to the Plan. For example, the **Company** or the **Committee** may alter the rules or procedures under which the Plan is operated, including, for example, the investment alternatives and procedures, loan procedures and availability, timing and method of valuing accounts, timing of distributions, etc. The **Company** may also decide to discontinue making **Company** contributions, including **Company matching contributions**. In any event, the **Company** may not make any changes to the Plan that would reduce benefits that you have already accrued in your account.

Plan Termination

The **Company** expects to continue the Plan indefinitely. However, the **Company** reserves the right to discontinue the Plan, in part or in whole, at any time, and for any reason, in its sole discretion.

If the Plan is discontinued, the **Company** will make no more contributions to the Plan, and you will be fully vested in all benefits accrued (and funded) on the date the Plan is discontinued. If there is a partial termination of the Plan (e.g., through a plan amendment that excludes a formerly eligible unit of employees constituting 20% or more of the workforce), you will be fully vested in your account if you are affected by the partial termination.

If the Plan is either wholly or partially terminated, the **Company** will decide whether to distribute your account to you. If your account is not distributed at the time the Plan is discontinued, your account will be held in trust until you are eligible to receive a Plan distribution.

Note: Benefits under the Plan are not insured by the federal government. Benefits under certain types of pension plans are insured by the Pension Benefit Guaranty Corporation (PBGC), which is part of the federal government. However, because the Plan maintains individual accounts for each participant, it is not insured by the federal government.

Claim Procedures

SAIC Corporate Benefits Department or Vanguard will provide any forms required for you to file a claim for benefits.

All claims should be submitted to:
SAIC Corporate Benefits
12010 Sunset Hills Road
Reston, VA 20190

Your claim will be processed as follows:

Review of Your Claim or Application for Benefits

Your claim or application for benefits must be in writing on the forms prescribed by the **Committee** and must be signed by you and, if requested by the **Committee**, your spouse. In the case of a death benefit, the form must be signed by your **beneficiary** or your legal representative. The **Committee** reserves the right to require that you or your **beneficiary** furnish proof of age prior to processing the claim.

Your claim will be reviewed and either accepted or denied by an authorized representative of the **Company** within 90 days following its receipt. However, if it is determined that special circumstances require an extension of time, then up to 180 days may be used to decide your claim. You will be informed of the extension and the reasons for the extension before the expiration of the original 90-day period.

If Your Claim Is Denied

In the event your claim is denied, in whole or in part, an authorized representative of the **Company** will notify you in writing of the denial and of your right to a review by the **Committee**. This notice will provide you with all of the following information:

- The specific reasons for the denial
- Specific references to the Plan provisions on which the denial is based
- A description of any additional material or information necessary for you to perfect your application
- An explanation of why that material or information is necessary
- An explanation of the Plan's claim review procedures
- A statement of your right to bring a civil action under **ERISA** Section 502(a)

At your request, you will be provided with reasonable access to, and copies free of charge, of all documents, records and other information relevant to your claim for benefits, including but not limited to any information relied upon in making the benefit determination, any information submitted, considered or generated while making the benefit determination, and any statement of policy or guidance concerning the denied benefit, even if it was not relied upon.

Appealing Your Claim Denial

If your claim is denied in whole or in part, you or your duly authorized representative may appeal the denial to the **Committee** for a review of the decision. You may make this appeal by submitting to the **Committee** within 65 days after you received written notice of the denial of your claim, a written statement:

- Requesting a review of your application for benefits by the **Committee**
- Setting forth all of the grounds upon which your request for review is based and any facts in support of your claim
- Setting forth any issue or comments which you think should be considered

All of the above will be taken into account even if it was not submitted as part of your initial claim.

The **Committee** will respond to your appeal within 60 days after receipt of your request for review by the **Committee**. However, if the **Committee** determines that special circumstances require an extension of time, then up to 120 days may be used to decide the review of your denied claim. You will be informed of the extension and the reason for the extension before the expiration of the original 60-day period.

The **Committee** shall make a full and fair review of your appeal for benefits and any written materials submitted by you to the **Committee** in connection with the application. The **Committee** may require you to submit such additional facts, documents or other evidence as the **Committee**, in its sole discretion, deems necessary or advisable in making the review. Under the Plan, the **Committee** is provided the broadest possible discretion to determine factual issues and to interpret the Plan's provisions. **Committee** decisions shall be final and binding.

If a claim for benefits is denied, you have certain rights under the law. However, if you desire to file a lawsuit regarding the denial of benefits, you must first file the claims procedures described above and you must file your lawsuit within 180 days after the date that your claim and appeal are denied.

All appeals should be sent to:
SAIC Corporate Benefits
12010 Sunset Hills Road
Reston, VA 20190

Fees and Expenses

There are costs associated with managing investments and administering 401(k) plans like the SAIC Retirement Plan. Investments in 401(k) plans generally include investment management fees and certain fixed costs of investment, as well as costs associated with administering the Plan. Certain costs associated with the SAIC Retirement Plan are paid by SAIC and certain costs are paid by Plan participants, both directly and indirectly. Fees charged by mutual funds is one example of an indirect cost paid by Plan participants. Mutual funds charge fees for the management of assets through an expense ratio, which is expressed as a percentage of the dollars invested in the fund.

A fund's expense ratio reduces your rate of return because the fees are deducted from the fund's assets before determining its overall performance.

Remember that SAIC continues to pay some of the Plan's expenses, such as audit and consulting fees, which are not charged to participants.

You can access expense ratio information for the investments offered in the Plan by viewing their fact sheet. These reports are available on at http://saic.vanguard-education.com. To view these reports, select **Your Plan's features** and then **Your Plan's investment options**.

In addition to investment management fees, a quarterly administration fee is charged to Plan participants in order to pay administration expenses of operating the Plan. These administration expenses include, among others, expenses related to the call center and recordkeeping. These fees are deducted directly from your Plan account and will be reflected on your quarterly Plan statement. The administration fee is subject to change as necessary. See the Fee Disclosure, available through Vanguard, for more information on fees.

Plan Administration

The **Committee** is the **Plan Administrator** of the Plan. The **Committee**, whose members are appointed by the board of directors of the **Company**, has the responsibility for supervising the administration and operation of the Plan, including the power and authority to:

- Allocate fiduciary responsibilities, other than trustee responsibilities, among the named fiduciaries
- Designate agents to carry out responsibilities relating to the Plan, other than fiduciary responsibilities
- Employ legal, actuarial, medical, accounting, programming and other assistance as the **Committee** may deem appropriate in carrying out the Plan
- Establish rules and regulations for the conduct of the **Committee's** business and the administration of the Plan
- Administer, interpret, construe and apply the Plan and determine questions relating to eligibility, the amount of any participant's service and the amount of benefits to which any participant or **beneficiary** is entitled
- Determine the manner in which the Plan's assets are disbursed
- Direct the Trustee regarding investment of the Plan's assets, subject to the directions of participants when provided in the Plan
- Adopt administrative amendments to the Plan

SAIC Corporate Benefits is responsible for the day-to-day administration of the Plan.

All contributions are paid to and held by the Trustee, which is currently Vanguard Fiduciary Trust Company. Subject to the direction of the **Committee** and the participants, the Trustee invests and distributes the funds as provided in the Plan. No funds in the Trust may ever revert to or be used by the Company, except as allowed by federal law.

ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 **(ERISA). ERISA** provides that all Plan participants shall be entitled to:

- Receive information about your plan and benefits
  - Examine, without charge, at the **Plan Administrator's** office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - Obtain, upon written request to the **Plan Administrator**, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The **Plan Administrator** may make a reasonable charge for the copies.
  - Receive a summary of the Plan's annual financial report. The **Plan Administrator** is required by law to furnish each participant with a copy of this summary annual report.
  - Obtain a statement telling you whether you have a right to receive a benefit at your Normal Retirement Date (age 59½) and if so, what your benefits would be at your Normal Retirement Date if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit under the Plan. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.
- Prudent actions by plan fiduciaries
  - In addition to creating rights for Plan participants, **ERISA** imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and exclusively in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under **ERISA**.
- Enforce your rights
  - If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
  - Under **ERISA**, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the **Plan Administrator** to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
  - If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.
  - If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact Vanguard.

If you have any questions about this statement or about your rights under **ERISA**, or if you need assistance in obtaining documents, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under **ERISA** by calling the publications hotline of the Employee Benefits Security Administration.

Plan Information

Formal Plan Name	Science Applications International Corporation Retirement Plan
Employer/Plan Sponsor	Science Applications International Corporation Attn: Corporate Benefits 12010 Sunset Hills Road Reston, VA 20190
Plan Type	Defined Contribution Plan – 401(k)
Plan Number	001
Plan Year	January 1 – December 31
Employer Identification Number (EIN)	30-6419427
Plan Administrator	Science Applications International Corporation Benefit Plans Committee Attn: Corporate Benefits 12010 Sunset Hills Road Reston, VA 20190 Telephone: (703) 676-4300 Email: **retirement.programs@saic.com**
Trustee/Agent for Service of Legal Process	Vanguard Fiduciary Trust Company P.O. Box 2900 Valley Forge, PA 19484 Telephone: (610) 669-1000 Legal process may also be served on the Plan Administrator.
SAIC Benefit Plans Committee	A list of members can be obtained by contacting: SAIC Corporate Benefits 12010 Sunset Hills Road Reston, VA 20190

For more information about any fund, including investment objectives, risks, charges, and expenses, call Vanguard at (800) 523-1188 to obtain a prospectus. The prospectus contains this and other important information about the fund. Read and consider the prospectus information carefully before you invest. You can also download Vanguard fund prospectuses at www.vanguard.com.

Vanguard Target Retirement Trusts are not mutual funds. They are collective trusts available only to tax-qualified plans and their eligible participants. The collective trust mandates are managed by the Vanguard Fiduciary Trust Company, a subsidiary of The Vanguard Group, Inc.

Vanguard Marketing Corporation, Distributor of the Vanguard Funds.