

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and the United States Attorney's Office for the Northern District of Alabama and on behalf of the United States Department of the Army ("Army") (collectively the "United States") and Iron Bow Technologies, LLC (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Iron Bow Technologies, LLC ("Iron Bow") is a corporation with headquarters in Herndon, Virginia, that resells technology solutions, including computer hardware, produced by various original equipment manufacturers to the United States Government.

B. The United States contends that it has certain civil claims against Iron Bow for submitting false claims to the Army under the Army Desktop and Mobile Computing 3 ("ADMC-3") contract, during the period from May 2020 through April 2024. Specifically, the United States contends that pursuant to the deal registration program operated by Dell Federal Systems, L.P. ("Dell"), Dell and Iron Bow agreed for Iron Bow to have preferred pricing to sell Dell computer hardware products on specific solicitations issued under ADMC-3 and that Dell submitted bids to the Army that Dell and Iron Bow knew would be higher than Iron Bow's bid, thereby creating the false appearance of competition. The United States contends that this influenced the Army's source selection process and caused Iron Bow to overcharge the Army under ADMC-3

for Dell products sold by Iron Bow under Dell's deal registration. That conduct is referred to below as the Covered Conduct.

C. This Settlement Agreement is neither an admission of liability by Iron Bow nor a concession by the United States that its claims are not well-founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Iron Bow shall pay to the United States two million and fifty-one thousand dollars (\$2,051,000) (Settlement Amount) of which one million, two hundred and four thousand, six hundred and eighty-five dollars (\$1,204,685) is restitution, and interest at a rate of 4% per annum from September 30, 2024, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Northern District of Alabama no later than ten (10) days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Iron Bow, together with Iron Bow's current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claims the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the

Contract Disputes Act, 41 U.S.C. §§ 7101-7109; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Iron Bow waives and shall not assert any defenses Iron Bow may have to any criminal prosecution or administrative action relating to the Covered Conduct that

may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Iron Bow fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Iron Bow has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. Unallowable Costs.

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Iron Bow, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- 1) the matters covered by this Agreement;
- 2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- 3) Iron Bow's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- 4) the negotiation and performance of this Agreement;

5) the payment Iron Bow makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Iron Bow, and Iron Bow shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Iron Bow shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Iron Bow or any of its subsidiaries or affiliates from the United States. Iron Bow agrees that the United States, at a minimum, shall be entitled to recoup from Iron Bow any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Iron Bow's books and records and to disagree with any calculations submitted by Iron Bow or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Iron Bow, or the effect of any such Unallowable Costs on the amount of such payments.

7. Iron Bow agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement related to the Covered Conduct. Upon reasonable notice, Iron Bow shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Iron Bow further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, including all reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

8. This Agreement is intended to be for the benefit of the Parties only.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Alabama. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties.

This Agreement may not be amended except by written consent of the Parties.

13. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. This Agreement is binding on Iron Bow's successors, transferees, heirs, and assigns.

16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles or scans of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Samson O. Asiyambi
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice


DATED: _____

BY: _____

Sarah Blutter
Assistant United States Attorney
United States Attorney's Office, N.D. Ala.

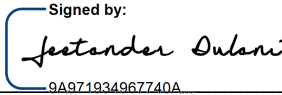
DEFENDANTS

DATED: 11/13/2024

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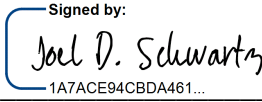
Richard W. Hartman III, Esq.
Senior Vice President & General Counsel
Iron Bow Technologies, LLC

DATED: 11/13/2024

BY:  _____
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Jeetander T. Dulani
Vicki Smith
Bailey McGowan
Stinson LLP
Counsel for Iron Bow Technologies, LLC

DATED: 11/13/2024

BY:  _____
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Joel Schwartz
Parker Poe LLC

Counsel for Iron Bow Technologies, LLC