SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Defense Threat Reduction Agency; United States Cyber Command; and the Departments of the Army, Navy and Air Force (collectively the "United States"), Raytheon Company, RTX Corporation ("RTX"), Nightwing Group, LLC and Nightwing Intelligence Solutions, LLC ("Nightwing") (collectively, "Defendants") and Branson Kenneth Fowler, Sr. ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Raytheon Company is a subsidiary of RTX. RTX was formerly known as Raytheon Technologies Corporation, which was the result of an April 2020 merger between Raytheon Company and United Technologies Corporation. RTX is a Virginia-based corporation with its headquarters in Arlington, Virginia, 22209. Until 2024, Raytheon Cyber Solutions, Inc. was a subsidiary of Raytheon Company with a principal place of business in Indialantic, Florida. Raytheon Company and Raytheon Cyber Solutions, Inc. are collectively referred to as "Raytheon."

B. On March 29, 2024, RTX completed the sale of its Cybersecurity, Intelligence, and Services ("CIS") business, including Raytheon Cyber Solutions, Inc., which was renamed Nightwing Intelligence Solutions, LLC. The CIS business subsequently became part of the independent company Nightwing Group, LLC, which is a Delaware limited liability company with its principal place of business in Dulles, Virginia.

C. On August 31, 2021, Relator filed a qui tam action in the United States District Court for the District of Columbia captioned *United States ex rel. Doe v. Raytheon Co., et al.*, Case No. 1:21-cv-02343 (D. D.C.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C.

§ 3730(b) (the "Civil Action"). On October 25, 2024, Relator filed an amended complaint. Concurrent with this Agreement, the United States is intervening in the Civil Action.

D. Nightwing is the successor in liability as to the claims against Raytheon and RTX in the Civil Action.

E. Defense Federal Acquisition Regulation Supplement ("DFARS") clauses 252.204-7008 and 252.204-7012 require Department of Defense contractors and subcontractors to provide "adequate security on all covered contractor information systems" by "implement[ing] [National Institute of Standards and Technology ("NIST") Special Publication ("SP")] 800-171, as soon as practical, but not later than December 31, 2017."

F. Federal Acquisition Regulation ("FAR") 52.204-21 requires federal contractors to apply "basic safeguarding requirements and procedures to protect covered contractor information systems," including, at a minimum, fifteen enumerated security requirements.

G. Raytheon's CODEX Division created and utilized a development network hereinafter referred to as "1.0" to perform unclassified work.

H. The United States and Relator contend that 1.0 is a covered contractor information system and that DFARS Clauses 252.204-7008 and 252.204-7012 and FAR 52.204-21 applied to 1.0.

I. Raytheon used 1.0 to perform unclassified work on certain government contracts and subcontracts that incorporated DFARS 252.204-7008, DFARS 252.204-7012, and/or FAR 52.204-21, as set forth in Appendix A (referred to as the "Contracts"). The United States and Relator contend that the work for the Contracts involved the collection, development, receipt, transmission, use, or storing of Covered Defense Information ("CDI") or Federal Contract Information ("FCI").

J. The United States alleges that from August 2015 through June 2021, Raytheon knowingly submitted, or caused to be submitted, false claims for unclassified work performed on 1.0 under the Contracts as a result of Raytheon's failure to implement all of the security requirements specified in NIST SP 800-171 and FAR 52.204-21 on 1.0. In particular, to be compliant with NIST SP 800-171 contractors must develop a "system security plan" that describes how their system satisfies the security requirements. The system security plan must contain sufficient information to enable assessment of the contractor's system, including by describing system boundaries, system environments of operation, how security requirements are implemented, and the relationships or connections to other systems. Raytheon did not develop a system security plan for 1.0, and 1.0 did not implement the NIST SP 800-171 and FAR 52.204-21 security requirements. In May 2020, Raytheon notified certain of its own government customers that "we believe that the [1.0] information system is not in compliance with DFARS 252.204-7012 and FAR 52.204-21," and that Raytheon was "in the process of developing a robust information system environment . . . which will replace [1.0] and will be designed to implement the NIST SP 800-171-based security requirements in the FAR and DFARS clauses." Raytheon subsequently deployed the replacement system and 1.0 is no longer in use. The United States alleges that because of Raytheon's failure to implement the security requirements mandated by FAR 52.204-21 and NIST SP 800-171 on 1.0, claims for unclassified work performed on the Contracts on 1.0 were false. The conduct in this Recital J is referred to below as the Covered Conduct.

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

L. Defendants deny the United States' and Relator's allegations in Recitals H-J and the Relator's allegations in the Civil Action.

M. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants shall pay to the United States Eight Million Four Hundred Thousand Dollars ($8,400,000) (Settlement Amount), of which $4,200,000 is restitution, and interest on the Settlement Amount at a rate of four percent (4%) per annum from August 12, 2024, and continuing until and including the day of payment, by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of Columbia no later than ten (10) days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay $1,512,000 to Relator by electronic funds transfer (Relator's Share).

3. Relator and Defendants have entered into a separate agreement resolving Relator's claim to reasonable expenses, attorneys' fees and costs.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Defendants, together with their 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 (collectively, the "Released Parties"), from any civil or administrative monetary claim 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; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 7 below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the Released Parties from any civil monetary claim the Relator has on behalf of the United States for the Civil Action under the False Claims Act, 31 U.S.C. §§ 3729-3733. Relator similarly (upon the United States' receipt of the Settlement Amount) will release the Released Parties from all liability, claims, demands, claims for relief, actions, rights, causes of action whatsoever, suits, debts, obligations, liabilities, demands, losses (including treble damages and any civil penalties), punitive damages, costs and expenses of any kind, character or nature whatsoever, existing as of the Effective Date of this Agreement including, but not limited to, the Covered Conduct defined above, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or in common law.

6. Relator and the Released Parties hereby expressly agree that this Agreement shall be given full force and effect as to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to any other claims herein specified. Having been so apprised, Relator and the Released Parties expressly waive all rights under California Civil Code § 1542, provided below, and any materially similar statutory provisions.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. Notwithstanding the releases given in Paragraph 4 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 the 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.

8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and

finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Defendants, and their officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. Defendants waive and shall not assert any defenses either 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.

11. Defendants fully and finally release 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 either 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 or the United States' investigation or prosecution thereof.

12. Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that either has asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution thereof.

13. 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 Defendants, and their 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) Defendants' 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 Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys' fees,

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 Defendants, and Defendants 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, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendants or any of their subsidiaries or affiliates from the United States. Defendants

agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants' books and records and to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

14. This Agreement is intended to be for the benefit of the Parties and Released Parties only.

15. Upon receipt of the payment described in Paragraph 1, above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

16. Except as indicated in Paragraph 3, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

18. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. 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.

19. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

22. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

23. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

25. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date" of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 4/4/25 BY: [redacted]

Kimberly Friday
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

EDWARD R. MARTIN, JR.
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District of Columbia

DATED: 4/2/2025 [redacted]

Darrell C. Valdez
Assistant United States Attorney

RTX CORPORATION and RAYTHEON COMPANY

DATED: 4/3/25 BY: [redacted]
Raja Meharajh, General Counsel for RTX Corporation

DATED: 4/3/25 BY: [redacted]
Christopher McDavid, Vice President, General Counsel of Raytheon Company

DATED: April 4, 2025 BY: [redacted]

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DATED: April 3, 2025 BY: [redacted]

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Nightwing Group, LLC and
Nightwing Intelligence Solutions, LLC

DATED: 4.4.25 BY: [redacted]

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RELATOR

DATED: 4/9/2025 BY: [redacted]

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DATED: 4/7/2025 BY: [redacted]

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APPENDIX A

H*****-18-F-1611
H*****-18-F-1618
H*****-21-F-1621
H*****-18-F-1622
H*****-19-F-1607
H*****-20-F-1608
H*****-20-F-1610
H*****-20-F-1620
H*****-21-F-1603
FA****-17-*-0196
FA****-18-*-0027
FA****-19-*-1512
FA****-17-*-0243
FA****-16-*-4705
FA****-16-*-0019
FA****-14-*-0087
FA****-15-*-0100
N*****-18-*-4008
HD****-14-D-****-***
HD****-17-F-****
H*****-**-*-0006
Subcontract 19S-0426-FA****-18-*-0024 with Radiance Technologies, Inc.
Subcontract CGD-1884-06078-18 with Valiant Global Defense Services, Inc.
Subcontract P000022303 with CACI International Inc.
Subcontract S902026BAH with Booz Allen Hamilton Inc.
Subcontracts 2016-1100, 2016-1101 and 2017-0012 with Systems & Technology Research, LLC
Subcontract SC-111657-001 with PAR Government Systems Corp.