PANTHERA ENTERPRISES LLC
215 DEPOT COURT SE
LEESBURG, VIRGINIA 20175
WWW.PANTHERA-ENTERPRISES.COM

SUBCONTRACT

Subcontractor: Panthera Training LLC 2506 Fish Pond Road Old Fields, WV 26845
Type: Firm Fixed Price – Indefinite Delivery Indefinite Quantity
Period of Performance: Base Period: 1 June 2018 to 31 May 2023 OY1: 1 June 2024 to 31 May 2025 OY2: 1 June 2025 to 31 May 2026
Subcontract Number: 2018-PE-PT-001

This Subcontract ("Subcontract") is made between **Panthera Enterprises LLC** and its subsidiaries **Panthera Worldwide LLC and Panthera Traning Center LLC**, with its registered offices located at 215 Depot Court SE, Leesburg, VA 20175 USA (collectively "PANTHERA" or "Panthera") and **Panthera Training, LLC**, with its registered offices located at 2464 Plantation Creek Lane, Cape Charles, VA 23310 ("Subcontractor") (each a "Party" and, collectively, the "Parties"), effective on the first day of the Period of Performance as set forth above. The effort to be performed by Subcontractor under this Subcontract ("Work") will be part of PANTHERA's contracts to provide training services at the Panthera Training Center, Old Fields, WV (the "Facility") to its clients ("Clients").

This Subcontract consists of the following sections and a final Signature Page:

PART I – Schedule
PART II – General Provisions
PART III – Flowdowns
PART IV – Statement of Work
PART V – Price Schedule
PART VI – Non-disclosure / Non-circumvent Agreement

SEE LAST PAGE FOR SIGNATURES

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PART I – SCHEDULE

1.1 TERM OF SUBCONTRACT

The term of this Subcontract is from 1 June 2018 to 31 May 2023, unless this Subcontract is terminated in advance of its expiration in accordance with Part 2.12. Individual task orders which may be issued under this subcontract will have their own, individual, periods of performance. The contract has two option years, each beginning on the date following expiration of the prior period and extending for 365 days (or 366 days in the case of a leap year). The final option period expires on 31 May 2026. Panthera may, in its sole and absolute discretion, exercise one or more option years by providing Subcontractor written notice 30 days in advance of commencement of the option year. Nothing in this Subcontract shall be read to impose any obligation on Panthera to exercise any option.

1.2 SCOPE OF DUTIES

In performance Task Orders issued, Subcontractor shall:

A. Ensure all personnel have the requisite training, certification, and licenses needed to fulfill Subcontractor's obligations under this Subcontract at its own expense unless otherwise specified in the Task Order;

B. Provide qualified personnel for the Work to be performed, provide all or portions of the Facility on which the Work will be performed, and provide all required training assets and personal property, including but not limited to, vehicles, weapons and ammunition, in connection with performing the Work;

C. Provide appropriate office space at the Facility for Panthera's Subcontractor Administrator (Part 1.8), Technical Representative (Part 1.9), or their duly authorized designees, to facilitate communications with Client personnel regarding the Prime Contract, and/or to monitor the training and Subcontractor's performance under tasks related to this Subcontract.

D. Comply with all applicable laws, rules, and regulations; and

E. Subcontractor represents that, in the performance of the Work, Subcontractor will regularly and typically exercise sound discretion and judgment. Subcontractor further agrees to work at those locations as specified in individual Task Orders under this agreement.

1.3 STAFF QUALIFICATIONS

All Subcontractor personnel proposed and/or assigned to this Subcontract if not U.S. Citizens, shall be properly vetted and deemed to not pose a security threat to the interests of the U.S. Government. Subcontractor shall notify the PANTHERA Subcontract Administrator, as identified under Part 1.8, immediately in writing if any staff or proposed staff do not meet this requirement.

Upon request, Subcontractor agrees to remove any employee assigned to any Task Order issued under this Subcontract who is objectionable to the Client or PANTHERA for reasons of safety, security, unsatisfactory performance, or any other good and justifiable cause.

1.4 SUBCONTRACT TYPE

This is an Indefinite Delivery, Indefinite Quantity Subcontract. Task Orders issued hereunder will be Firm Fixed Price unless otherwise agreed to by the Parties. This Subcontract shall have no guaranteed value except as provided for by each individual Task Order as issued. Nothing in this Subcontract shall be construed to contain any obligation by PANTHERA to issue any subsequent Task Orders under this agreement.

1.5 LIMITATION OF OBLIGATION

PANTHERA makes no guarantee of any minimum amount or level of effort to be procured under this Subcontract.

1.6 TRAVEL AND OTHER DIRECT COSTS

Travel and per diem costs incurred by Subcontractor under this Subcontract shall not be reimbursable without the prior written approval of PANTHERA's Technical Representative. When authorized, Subcontractor shall be reimbursed for travel and other direct costs at its actual cost, without profit, in accordance with FAR 31.205-45, Travel Costs.

1.7 LIMITATION OF FUNDING

Funding for this Subcontract shall be limited to the cumulative value of any Task Orders issued hereunder. PANTHERA shall not be obligated to compensate Subcontractor for any Work performed or expenses incurred under this Subcontract in excess of the cumulative Task Order value.

1.8 SUBCONTRACT ADMINISTRATORS

In regard to administrative and contractual matters relating to this Subcontract, the Parties hereby appoint the below-listed persons, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations:

	For Subcontractor		For PANTHERA
Name:	William White	Name:	James Punelli
Title:	VP/General Manager	Title:	President
Address:	2506 Fish Pond Rd. Old Field, WV 26845	Address:	215 Depot Court 2nd Floor Leesburg, VA 20175
Phone:	304-582-4941	Phone:	703-283-4637
Fax:		Fax:	571-223-5248
Email:	bill.white@pantheratraining.com	Email:	jpunelli@pantheraworldwide.com

All documents processed under this Subcontract will be issued electronically by the PANTHERA Subcontract Administrator.

PANTHERA's designated Subcontract Administrator is the only person authorized to award Modifications hereunder or issue any other instructions relating to this Agreement.

1.9 TECHNICAL REPRESENTATIVES

In regard to technical matters relating to this Subcontract, the Parties hereby appoint the below-listed representatives, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations:

	For Subcontractor		For PANTHERA
Name:	William White	Name:	Raymond Jones
Title:	VP/General Manager	Title:	CEO
Address:	2506 Fish Pond Rd. Old Field, WV 26845	Address:	215 Depot Court 2nd Floor Leesburg, VA 20175
Phone:	304-583-4941	Phone:	703-727-1233
Fax:		Fax:	571-223-5247
Email:	bill.white@pantheratraining.com	Email:	ray.jones@pantheraworldwide.com

The PANTHERA Technical Representative, or his/her duly authorized designee, is authorized to issue technical direction to Subcontractor. Such direction may include instructions that provide details regarding, or otherwise clarify, the Work. This direction shall not constitute new assignments of work, or changes, modifications, or amendments which justify any change to the Subcontract terms and conditions, or price.

1.10 EXCLUSIVITY

Subcontractor understands and agrees that Subcontractor shall perform all Work as described in the Statement of Work and any Task Orders issued hereunder exclusively for PANTHERA under the Prime Contract identified herein, and for the duration of this Subcontract and any option periods. Subcontractor shall not participate in any efforts to perform said Work for the Client as either a prime contractor or as a subcontractor to other entities or persons.

1.11 INVOICE AND PAYMENT

A. All Invoices **MUST BE SUBMITTED ELECTRONICALLY** to the Subcontract Administrator with an electronic copy provided to the Technical Representative. Subcontractor shall submit **one invoice per month or per discreet project.** Subcontractor agrees and will certify on each invoice that invoices submitted to PANTHERA are accurate, and that Subcontractor has in its possession substantiating documentation for all amounts for which payment is requested. Invoices shall clearly reference and include the following information:

(1) An invoice date and unique invoice number;

(2) Subcontract number;

(3) Date of Service for which invoice is submitted;

(4) Details of Services and Products provided.

B. PANTHERA will pay Subcontractor under the terms of the Task Order.

1.12 MONTHLY CONTRACT STATUS REPORTS

During performance, monthly Contract Status Reports shall be submitted for each Task Order no later than the 5th day of the following month. The Status Report shall identify the work completed by Subcontractor for the applicable period, the work that it anticipates completing between that time and the submission of the next Status Report, and whether Subcontractor has identified any issues or obstacles that will prevent it from completing the Work in a timely manner. The Status Reports may be provided in any format reasonably developed by Subcontractor. Subcontractor shall deliver all Status Reports via email to the Technical Representative, unless otherwise directed by the Technical Representative.

PART II – GENERAL PROVISIONS

2.1 NONDISCLOSURE

In carrying out the terms of this Subcontract, it may be necessary for the Parties to provide proprietary and/or confidential information to one another. In such event, the disclosure and use of all proprietary and/or confidential information shall be in accordance with the separate Non-Disclosure Agreement between the Parties, a copy of which is included in this agreement as Part VI.

2.2 IN-PROCESS TECHNICAL REVIEW

Subcontractor's agrees to participate in in-process technical reviews by the PANTHERA Technical Representative or such other person(s) as may be designated in writing by PANTHERA.

2.3 INSPECTION AND ACCEPTANCE OF DELIVERABLES

All materials furnished and services performed hereto shall be subject to inspection and testing by PANTHERA, its agents and by the Client. Each awarded Task Order shall include the agreed upon terms of Inspection and Acceptance for that Order.

2.4 RISK OF LOSS AND DAMAGE

Unless stated otherwise in the awarded Task Order, risk of loss and damage shall remain with Subcontractor until Final Acceptance by PANTHERA, notwithstanding PANTHERA's physical possession of the Work, provided that Final Acceptance occurs within 30 days of Panthera's possession of the product or completion of services.

2.5 PASSAGE OF TITLE

Title to all articles delivered hereunder shall pass to PANTHERA upon Final Acceptance, unless an awaded Task Order specifically provides for earlier passage of title, regardless of when or where PANTHERA takes physical possession.

2.6 WARRANTIES

Subcontractor represents, warrants, and understands that:

A. It is an active and registered business listed on the System for Award Management ("SAM"), and that it will update its information on such site when necessary, and without any prompting from PANTHERA.

B. Subcontractor will not accept a Task Order without verifying that there exists no actual or potential organizational or personal conflict of interest, including, without limitation, a relationship of any nature which may affect or which may reasonably appear to affect its objectivity or ability to perform the Work.

C. For any Task Order it enters into, Subcontractor will have all rights and authorizations necessary to fulfill the requirements of the Task Order.

D. Represents and warrants that it shall provide qualified personnel to perform the Work ordered under this Subcontract. Subcontractor further warrants that the Work will be in accordance with the terms of this Subcontract and all applicable requirements of any Task Orders issued. Any deliverables which are non-conforming with these terms shall be corrected by re-performance of such work without charge to PANTHERA. The Parties agree that this is the sole remedy for any and all warranties under this Subcontract, unless otherwise specified in any individual Task Order issued hereunder.

E. All personnel assigned to the performance of the Work are authorized to work in the country or locale where the work is to be performed.

F. The resumes for personnel provided by Subcontractor to provide service or provide deliverables or other work hereunder shall be available upon request.

G. That to the best of the Subcontractor's knowledge and belief, upon reasonable due diligence, Subcontractor agrees it will not provide goods or services (including software and all forms of written materials) under this Subcontract that infringes or violates any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party. Subcontractor further warrants that it shall not misappropriate trade secrets or other rights of third parties, nor incorporate any unlawful or illegal materials into its work.

H. That to the best of the Subcontractor's knowledge and belief, upon reasonable due diligence information supplied by Subcontractor to PANTHERA during the performance of any Task Order is complete, truthful, and accurate, and that Subcontractor shall not obtain on PANTHERA's behalf or provide to PANTHERA any information which is procurement-sensitive, proprietary, or classified where there is reason to believe that possession of such information is unauthorized, illegal or unethical.

I. In providing its services to PANTHERA, the Subcontractor, to the extent required by applicable law, regulation, or administrative requirement, has obtained any required licenses from the Foreign Governments and completed all registrations required by the Foreign Governments as may be necessary or required to perform the Work.

J. That to the best of the Subcontractor's knowledge and belief, neither this Subcontract nor Subcontractor's performance hereunder has or will violate any consulting, employment, non-competition, or non-disclosure agreements or other arrangements, understandings or restrictions.

K. Subcontractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 41 U.S.C. chapter 57, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. chapter 21 relating to procurement integrity.

2.10 CONFLICT OF INTEREST

Subcontractor shall adhere to any OCI Client requirements set out in Part III of this Subcontract or any Task Order issued hereunder.

2.11 RESTRICTIVE COVENANTS

A. Non-Solicitation Covenant. During the term of this Subcontract and for twelve (12) months after its expiration or termination, Subcontractor will not, either directly or indirectly, solicit for employment or hire by itself (or any of its affiliates) any employee of PANTHERA (or any of its affiliates) who was involved in the performance of Subcontractor's obligations under this Subcontract, unless Subcontractor obtains the written consent of PANTHERA. Notwithstanding the foregoing, either Party shall have the right to hire any individual employed by the other who, without solicitation, responds to employment advertising in the newspapers, trade publications or other public commercial media or any unsolicited walk-in candidates not related to this Agreement.

B. Non-disclosure. Subcontractor shall not disclose the terms and conditions of this Subcontract to any other individual or business or organization and shall treat the specific provisions of this Subcontract as Confidential Information as defined in Part VI of this Subcontract.

2.12 TERMINATION

A. PANTHERA may terminate this Subcontract, in whole or in part, for default based upon any of the following default conditions:

(1) Subcontractor fails to fulfill any of its obligations hereunder;

(2) Any act or omission by Subcontractor that, in the reasonable opinion of PANTHERA, jeopardizes PANTHERA' ongoing relationship with the client or PANTHERA's ability to satisfy the terms of the Prime Contract;

(3) Subcontractor fails to make progress, so as to endanger performance of this Subcontract;

(4) Subcontractor fails to provide written assurances of performance after such assurances are requested by PANTHERA;

(5) Subcontractor or its officers or directors are debarred, suspended, or proposed for debarment by the U.S. Government, in which case Subcontractor shall immediately notify PANTHERA in writing of such suspension, debarment, or proposed debarment;

(6) The cessation of Subcontractor's operations in the normal course of business;

(7) Insolvency of Subcontractor or the entering into or filing by or against Subcontractor of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the Subcontractor, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of Subcontractor;

(8) The Training Center Facility Lease dated June 1, 2018 ("Facility Lease"), between Panthera and Subcontractor, is terminated for any reason by the Subcontractor or Panthera.

B. PANTHERA shall notify Subcontractor in writing of the default condition and, to the extent such condition is curable, shall allow Subcontractor thirty (30) calendar days (or less time to the extent dictated under the circumstances) within which to effect a cure. If the condition is cured within the allowed period, this Subcontract shall remain in full force and effect. If the default condition remains uncured beyond the allowed period or is otherwise deemed incurable, PANTHERA may terminate this Subcontract, in whole or in part by written notice of termination to Subcontractor.

C. Additionally, PANTHERA may terminate this Subcontract, in whole or in part, for its convenience, if the Client has terminated the Prime Contract, or the corresponding portion thereof, for its convenience, where the Client has terminated all or substantially all of the Work, or where the Parties have mutually agreed, in writing, to terminate this Subcontract.

D. All notices of termination shall, at a minimum, state the basis for termination, and the date upon which such termination will become effective.

E. Upon termination of this Subcontract for any reason other than default, and except as otherwise directed by PANTHERA, Subcontractor shall immediately stop work under this Subcontract on the date and to the extent specified in the notice of termination, and promptly transfer all terminated work in progress to PANTHERA. Subcontractor will be paid the reasonable costs of settlement of the work terminated, plus a reasonable profit, not to exceed the value of the terminated Task Order.

F. In addition to the right to terminate this Subcontract, PANTHERA shall have all rights and remedies available at law and in equity.

2.13 STOP WORK ORDER

The PANTHERA Subcontract Administrator may, at any time, by written order to Subcontractor, require Subcontractor to stop all, or any part of the Work called for by this Subcontract. The order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, Subcontractor shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Subcontractor, or within any extension of that period to which PANTHERA may extend, the PANTHERA Subcontract Administrator shall either:

1. Cancel the Stop Work Order, or

2. Terminate the Work covered by the Stop Work Order as provided in the "Termination" clauses of this Subcontract.

2.14 CHANGES

A. PANTHERA may, by written notice to Subcontractor at any time before completion of the Work, make changes within the general scope of the Subcontract, including any Task Orders issued hereunder, in any one of the following areas:

1. Description of services to be performed;

2. Time of performance (e.g. hours of the day, days of the week, etc.);

3. Place of performance of the services;

4. Drawings, designs or specifications;

5. Quantity;

6. Delivery;

7. Method of shipment or routing; and

8. The amount of PANTHERA-furnished property.

B. If any such change modifies Subcontractor's costs, Subcontractor may request an equitable adjustment from PANTHERA to account for the modification. Thereafter, PANTHERA may make an equitable adjustment to this Subcontract, the Statement of Work, or the relevant Task Order. The requirement that PANTHERA do so is subject to the Subcontractor's good faith ability to demonstrate and substantiate the modification. Furthermore, Subcontractor must have notified PANTHERA in writing of any request for such adjustment within twenty (20) calendar days from the date of such notice from PANTHERA or from the date of any act of PANTHERA which Subcontractor considers to constitute a change.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Subcontract. However, Subcontractor shall proceed with the Work as changed without interruption and without awaiting settlement of any such claim.

2.15 INDEMNITY

Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other (the "Indemnified Party"), its subsidiaries and affiliates, their officers, directors, agents, and employees from and against any and all third party claims (including Client claims and/or either Party's employee claims), liability, loss, expenses, suits, damages, judgments, demands, credits, fines,

penalties and costs (including any reasonable legal and professional fees and expenses incurred by the Indemnified Party) arising out of:

A. The acts or omissions of the Indemnifying Party, its employees, officers, directors, agents or its subcontractors;
B. Injury or death to persons, including officers, directors, employees, agents and subcontractors, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Letter Contract except to the extent that such injury, death or damage is due to the negligence of the Indemnified Party;
C. False claims submitted or caused to be submitted, or misrepresentation of fact or fraud, or violation of law, by the Indemnifying Party, its employees, officers, directors, agents or its subcontractors;

The Indemnifying Party shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the Indemnifying party has notice or is given prompt notice of such claim or suit and, further, that the Indemnifying Party shall be given necessary information, reasonable assistance (at the Indemnifying Party's expense) and the authority to defend such claim or suit. The Indemnifying Party shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to this Letter Contract and to which the Indemnified Party is or may reasonably be expected to be a party, unless and until the Indemnifying Party has obtained a written agreement, approved by the Indemnified Party (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing the Indemnified Party from any and all liability.

2.16 LIMITATION OF LIABILITY

PANTHERA agrees that the liability of Subcontractor and its present, future and former partners, principals and employees for any claim, except those claims for Indemnity covered under Paragraph 2.15 above, including but not limited to, Subontractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. In addition, PANTHERA agrees that Subontractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by PANTHERA, Contractor, or others. In any event, Subcontractor's total liability to PANTHERA shall not exceed the professional fees paid by PANTHERA to Subcontractor under this Agreement.

Subcontractor agrees that the liability of PANTHERA and its present, future and former partners, principals and employees for any claim, except those claims for Indemnity covered under Paragraph 2.15 above, including but not limited to, PANTHERA's negligence, shall not exceed the Initial Ceiling Value listed in the table on page 1 of this Subcontract, less any amounts which have already been paid to Subcontractor under the terms of this Agreement. In addition, Subcontractor agrees that PANTHERA and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss

(nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if PANTHERA was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by PANTHERA, Subcontractor, or others.

2.17 INSURANCE

A. Subcontractor will procure and maintain the following insurance coverage with insurers carrying a current A.M. Best Rating of AX or better. Insurance carriers with lower ratings are subject to review and acceptance by PANTHERA, which will not be unreasonably withheld. Subcontractor shall include all of its lower-tier Subcontractors or Consultants as insureds under its policies and/or require any Subcontractors or Consultants to meet the requirements cited below:

1. Commercial General Liability Insurance

   i. Limit: No less than $2 Million combined single limit for bodily injury and/or property damage per occurrence; $2 Million in the aggregate.

   ii. Extensions: Contractual Liability, Premises/Operations, Products/Completed Operations, Broad Form Property Damage. PANTHERA, its officers and employees, and any other appropriate designees as identified by PANTHERA, shall be named as an additional insured. A Waiver of Subrogation shall be obtained from the General Liability insurance carrier in favor of PANTHERA.

2. Automobile Liability Insurance

   i. Limit: No less than $2 Million combined single limit for bodily injury and/or property damage per occurrence.

   ii. Extensions: Policy shall apply to all vehicles including owned, leased, hired and non-owned used in connection with the Work. PANTHERA, its officers and employees, and any other appropriate designees as identified by PANTHERA, shall be named as an additional insured.

3. Statutory Workers' Compensation and Employers' Liability (EL)

   i. Limit: No less than $1 Million (EL) per occurrence. Waiver of Subrogation shall be obtained from the Workers' Compensation insurance carrier in favor of PANTHERA.

4. All-Risk Property

   i. Limit: Value of Personal Property

   ii. Extensions: Replacement Cost, Valuable Papers Coverage. Subcontractor is responsible for insuring all of its own property and/or Property/equipment

owned by PANTHERA, the Client, or a third party, in its care, custody and control. When applicable, PANTHERA, the client and/or the third party are to be named as a Loss Payee (s) on Subcontractor's All-Risk Property insurance policy.

B. The insurance required by this clause shall not be canceled, materially changed, reduced in coverage or in limits except after 30 days written notice has been given to PANTHERA. Any deductibles or self-insured retentions are the responsibility of Subcontractor.

C. If any of the aforementioned insurance policies are written on a claims-made basis, the Subcontractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time this Work is completed.

D. Prior to the commencement of Work, and thereafter upon policy expiration, Subcontractor shall provide certificates of insurance to PANTHERA evidencing the insurance required under this clause specifying additional insured status and waiver of subrogation where applicable.

E. The approval of the insurance by PANTHERA shall not relieve or decrease the liability of the Subcontractor. It is understood that PANTHERA does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Subcontractor's interest or liabilities.

2.18 CLAIMS RELATED TO PRIME CONTRACTS

If a decision is made by the contracting official of Client, and such decision pertains to the subject matter of this Subcontract and is binding on PANTHERA, then such decision also shall be binding upon Subcontractor with respect to such matter. If, as a result of any such decision, PANTHERA is unable to obtain payment or reimbursement from Client, then Subcontractor shall not seek payment or reimbursement from PANTHERA. PANTHERA's maximum liability for any matter connected with or related to this Subcontract which was properly the subject of a claim is the amount of PANTHERA's recovery from the Client for that claim.

2.19 NOTICE TO PANTHERA OF DELAYS

If Subcontractor encounters difficulty in meeting performance requirements, anticipates difficulty in complying with this Subcontract's delivery schedule or dates, or has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately notify PANTHERA in writing, giving pertinent details. This notification shall be informational only, and compliance with this provision shall not be construed as a waiver by PANTHERA of any delivery schedule, date, or any rights or remedies.

2.20 FORCE MAJEURE

A. Neither Party shall be responsible or liable for damages or loss for any failure to comply with, or for any delay in performance of, the terms of this Subcontract to the extent such failure or

delay has not been contractually assumed and arises from causes beyond the control and without the fault or negligence of the performing Party. Examples of these causes may include:

1. Acts of God, or of the public enemy;
2. Acts of the Government in its sovereign (and not contractual) capacity;
3. Fires;
4. Floods;
5. Epidemics;
6. Quarantine restrictions;
7. Strikes;
8. Freight embargoes;
9. Unusually severe weather;
10. Shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source;
11. Acts of war or terrorism; or
12. Domestic unrest.

In any such instance, however, the failure to perform must be beyond the control and without the fault or negligence of the Party or its agents, subcontractors or suppliers. In all such events where performance is delayed or prevented, the affected Party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

B. If failure or delay of performance resulting from a condition of force majeure has or is expected to impact PANTHERA's performance or delivery under the Prime Contract, then PANTHERA may terminate the Subcontract for convenience pursuant to this clause. However, if:

1. The subcontracted supplies or services were obtainable from another source;
2. PANTHERA ordered Subcontractor to purchase these supplies or services from another source; and
3. Subcontractor failed to comply reasonably with this order, then PANTHERA may terminate the Subcontract for default.

2.21 PUBLIC RELEASES

No news release, public announcement, or advertising material, regardless of medium, pertaining to this Subcontract, the Work, or the relationship between the Parties hereto in any manner whatsoever shall be issued by Subcontractor without the prior review and written consent of PANTHERA.

2.22 INDEPENDENT CONTRACTOR RELATIONSHIP AND SUBCONTRACTOR PERSONNEL

Subcontractor's relationship to PANTHERA shall be that of an independent contractor and this Subcontract does not create an agency, partnership, or joint venture relationship between PANTHERA and Subcontractor or PANTHERA and Subcontractor personnel. Personnel supplied by Subcontractor hereunder shall be deemed employees or agents of Subcontractor and shall not for any purposes be considered employees or agents of PANTHERA. Subcontractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Subcontract. PANTHERA assumes no liability for Subcontractor personnel.

2.23 COMMUNICATIONS WITH CLIENT

Subcontractor is expressly prohibited from communicating with the Client's personnel with respect to the Prime Contract and/or Subcontract management issues, pricing, payments, specific tasking or Subcontractor's performance under tasks related to this Subcontract, without the prior consent of PANTHERA, or as otherwise agreed by the Parties. However, nothing in this Part 2.23, shall be construed to restrict the discussion of day-to-day operational issues. Any authorized communications, other than those expressly provided for herein, between Subcontractor's personnel and the Client's personnel shall be conducted in the presence of PANTHERA's Technical Representative or other authorized representative unless otherwise agreed by the Parties.

2.24 DISPUTES AND CHOICE OF LAW

A. Both Parties shall attempt in good faith to resolve disputes arising hereunder. Pending resolution of any dispute, Subcontractor agrees to proceed diligently with the performance of this Subcontract, as directed by PANTHERA in writing.

B. This Subcontract shall be governed by the laws of the Commonwealth of Virginia, with the exception of its conflict of laws provisions, and all controversies or disputes arising out of this Subcontract shall be heard in either the Circuit Court of Loudoun County, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

C. Each Party hereby waives any objections or right as to lack of jurisdiction or venue, or inconvenient forum.

D. If, in PANTHERA' opinion, a dispute relates to direction by the Client covered by FAR 52.233-1, Disputes, under the Prime Contract, PANTHERA may proceed to process the dispute pursuant to the Disputes Clause of the Prime Contract and any litigation under this Agreement shall be stayed pending final resolution pursuant to said Disputes Clause.

2.25 NOTICES

All notices must be in writing and sent to the address for the recipient set forth in this Agreement or at such other address as the recipient may specify in writing. All notices must be given (a) by personal delivery, with receipt acknowledged; or (b) by prepaid certified or registered mail, return receipt requested; or (c) by prepaid recognized express delivery service; or (d) by electronic mail (email). Notices will be effective upon receipt or at a later date stated in the notice.

2.26 SEVERABILITY

Severability; Reformation. Each provision in this Subcontract is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Subcontract is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

2.27 ORDER OF PRECEDENCE

In the event of an inconsistency in this Subcontract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. This Subcontract;

2. The Task Order, including the Statement of Work and/or Specifications; and

3. The Attachments to this Subcontract.

2.28 SURVIVABILITY

The terms of Part VI (Nondisclosure), Part 2.11 (Restrictive Covenants), Part 2.12 E and F (Termination), 2.15 (Indemnity), 2.16 (Limitation of Liability), Part 2.18 (Claims Related to Prime Contract), Part 2.21 (Public Releases), Part 2.22 (Independent Contractor Relationship and Subcontractor Relationship), Part 2.24 (Disputes and Choice of Law), and 2.27 (Order of Precedence), shall survive the expiration or earlier termination of this Subcontract, as well as such other provisions of this Subcontract, which, by the nature of their terms, shall survive.

2.29 WAIVER

Neither Party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing.

2.30 MODIFICATIONS

Neither this Subcontract nor any term, condition, or provision hereof, may be altered, changed, or modified in any manner whatsoever except upon the mutual agreement of both Parties evidenced by

a modification to the Subcontract that is signed by both Parties, with the exception of a unilateral modification by PANTHERA. Such unilateral modifications are authorized to increase Ceiling Values, to issue incremental funding and/or Award Fee if applicable, to make changes in accordance with the Changes or other clauses in the Prime Contract or this Subcontract, to issue line item corrections, and to exercise option periods, terminations and changes of a purely administrative nature.

2.31 SUBCONTRACT AND ASSIGNMENT

A. Subcontractor shall disclose any proposed subcontractors when responding to request for task order proposals.

B. Neither Party may assign, delegate or transfer its obligations under this Subcontract, in whole or in part, without the prior written consent of the other Party, and any attempted assignment, delegation or transfer by either Party without such consent will be void.

2.32 COMPLETE AGREEMENT

This Subcontract is the complete and exclusive statement of the understandings between the Parties with regard to the subject matter hereof, and supersedes in its entirety any previous understandings between the Parties, whether oral or written.

2.33 HEADINGS

Headings and captions in this Subcontract are to facilitate reference only, do not form a part of this Subcontract, and shall not in any way affect the interpretation hereof.

PART III – FLOWDOWNS

The clauses in FAR Subpart 52.2 referenced below are incorporated herein and made a part of this Subcontract. To the extent that an earlier version of any such clause is included herein other than the published current version of the clause or regulation, the date of the clause as it appears below shall be controlling and said version shall be incorporated herein. The full text of these clauses may be found at http://farsite.hill.af.mil.

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds $5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employments Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) Combating Trafficking in Persons

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

PART IV – STATEMENT OF WORK (SOW)

Panthera has certain contracts existing and envisioned for the future. Panthera is entering into this Subcontract with the Subcontractor to provide Tactical Training Services in accordance with the terms of this Subcontract and subsequent Task Orders entered into between Panthera and the Subcontractor.

Work contemplated under this Subcontract is specifically for tactical training at the Facility. Panthera may have other clients and contracts that may require CONUS training at another CONUS location, or OCONUS training, goods, and services, which do not fall within the scope of this Subcontract.

For each Task Order issued under this Subcontract, Panthera will provide a Statement of Work (SOW) to Subcontractor, serving as the basis for the Work to be performed.

Subcontractor will provide qualified personnel for the Work to be performed, provide all or portions of the Facility on which the Work will be performed, and provide all required training assets and personal property, including but not limited to, vehicles, weapons and ammunition, in connection with performing the Work.

PART V – PRICE SCHEDULE

All prices and reimburseable costs will be specifically addressed in each Task Order issued under this Subcontract.

The intention of the subcontract is to govern the pricing of the Task Orders in two general categories of Task Order pricing:

1. Under certain existing and future contracts the training services will be provided in total by Subcontractor. For these Task Orders the price for each CLIN or Call Order delivered by the Subcontractor will be the total price specified in the contract for the CLIN or Call Order. This pricing structure will be indicated in the Task Order.

   Panthera will issue a Purchase Order to the Subcontractor prior to each training CLIN or Call Order. Payments will be routed directly to the subcontractor when possible. In all other cases, the payment will be wired to the subcontractor by Panthera immediately upon receipt.

   In order for Panthera to cover fees and expenses for these contracts, subcontractor will pay Panthera TWENTY THOUSAND DOLLARS AND ZERO CENTS ($20,000.00) per month, on the first of each month. These payments will be deducted from future Additional Lease payments to Panthera made under the terms of the Facility Lease.

2. For Task Orders issued under other future contracts, Panthera may be required to conduct the CONUS training for certain classified or foreign customers at the Facility. For these Task Orders Panthera and the Subcontractor will negotiate in advance on the amount to be paid to Subcontractor on such Task Orders. Panthera will issue a Purchase Order to the Subcontractor prior to each training CLIN or Call Order.

PART VI – MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENT

PANTHERA, including subsidiaries, and Subcontractor, including subsidiaries, affiliates, successors, or assigns, (together "The Parties"), are entering into discussions regarding a Subcontract to provide Tactical Training Services at the Panthera Training Center, Old Fields, WV ("The Opportunity"). The Parties agree that the following terms and conditions apply when one of the Parties (Discloser) discloses confidential information (Information) to the other (Recipient) under this Subcontract. The Parties agree that the mutual objective under this Subcontract is to provide appropriate protection for Information while maintaining our ability to conduct our respective business activities.

1. DISCLOSURE

Information to be disclosed relates to a potential business relationship under The Opportunity and will be disclosed either:

a) in writing;

b) by delivery of items;

c) by initiation of access to Information, such as may be contained in a data base; or

d) by oral and/or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, 1) the Information will be identified as confidential at the time, and 2) the Discloser will promptly provide the Recipient with written confirmation.

2. OBLIGATION OF CONFIDENTIALITY

The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. The Recipient may use Information solely for the purpose of this Subcontract. The Recipient may disclose Information only to:

a) Its employees and employees of its parent and subsidiary companies who have a need to know; and

b) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Subcontract. The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

3. CONFIDENTIALITY PERIOD

Disclosed Information continues to be subject to this Subcontract for two years following the disclosure date or two years following the conclusion of any contract or subcontract resulting from the disclosure.

4. EXCEPTIONS

No obligation of confidentiality applies to any Information that the Recipient:

a) already possesses without obligation of confidentiality;

b) develops independently; or

c) rightfully receives without obligations of confidentiality from a third party.

No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Subcontract. Neither this Subcontract nor any disclosure of Information grants the Recipient any license under any patents, copyrights or other intellectual property rights.

5. NON-CIRCUMVENTION

At any time prior to the expiration of two years from the date of this Subcontract, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Discloser shall constitute Confidential Information and the Recipient shall not (without the prior written consent of, or having entered into a commission agreement with, the Discloser):

a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Discloser; or

b) seek to by-pass, compete, avoid or circumvent the Discloser from any business opportunity or by otherwise exploiting or deriving any benefit from the Confidential Information.

6. DISCLAIMERS

The Discloser provides information on an "as is" basis. The Discloser will not be liable for any damages arising out of use of Information. Disclosure of Information containing business plans is for planning purposes only. The Discloser may change or cancel its plans at any time. Therefore, use of such Information is at the Recipient's own risk.

7. GENERAL

This Subcontract does not require either party to disclose or to receive Information.

SIGNATURE AND AUTHORIZATION

EACH PARTY REPRESENTS THAT IT HAS READ THIS ENTIRE SUBCONTRACT (PARTS I-VI) AND AGREES TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

EACH SIGNATORY TO THIS DOCUMENT WARRANTS BY AFFIXING HIS OR HER DIGITAL SIGNATURE BELOW THAT HE OR SHE IS DULY AUTHORIZED TO BIND THE PARTY WHOM SUCH SIGNATORY REPRESENTS.

e-COMMERCE TRANSACTIONS – The parties acknowledge that PANTHERA has automated certain documents by transmitting and receiving documents electronically in substitution for conventional paper-based documents. The following are examples of documents which may be transmitted: Non-disclosure Agreements, Teaming Agreements, Subcontracts, Subcontract Modifications. The parties further acknowledge that such automated transactions are not rendered legally invalid or unenforceable solely by virtue of such transmission or reception.

FOR SUBCONTRACTOR:		*FOR PANTHERA ENTERPRISES LLC:*	
Signed:		Signed:	
Name:	William A. White	Name:	James V. Punelli
Title:	VP/General Manager	Title:	Member
Date:	12 December 2018	Date:	Dec. 12, 2018