

Master Commercial Agreement

STANDARD AGREEMENT TEMPLATE

Version 1.1 | Revised September 24, 2026

Effective Date: _____

SUPPLIERS AND SUBCONTRACTORS

This Master Commercial Agreement ("Agreement") provides the standard framework for suppliers and subcontractors providing products or services to CriticalWave Energy Solutions LLC ("CriticalWave"). Specific work requires the applicable Purchase Order, Statement of Work, or other written authorization. Complete the party details, effective date, project schedules, and signatures for each engagement. Publishing this unsigned template does not amend an existing executed agreement.

DOCUMENT CONTROL

Item	Description
Document Title	Master Commercial Agreement
Edition	Standard Agreement Template
Version	1.1
Owner	CriticalWave Energy Solutions LLC
Applies To	Commercial, Federal, State, Local & International Projects
Supersedes	Version 1.0 for new executions; existing executed agreements remain unchanged
Classification	Unsigned website template

REVISION HISTORY

Version	Date	Description
1.0	08-03-2026	Initial Release
1.1	2026-09-24	Entity and notice corrections, section numbering, version control, and website template preparation

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

Contents

Article 1 Parties Purpose And Scope.....	3
Article 2 Definitions.....	5
Article 3 Contract Formation.....	6
Article 4 Purchase Orders Statements Of Work And Project Authorization.....	7
Article 5 Products Services Delivery And Performance.....	10
Article 6 Commercial Terms Pricing Invoicing And Payment.....	12
Article 7 Project Management Schedule And Deliverables.....	14
Article 8 Changes And Change Orders.....	17
Article 9 Quality Inspection Testing And Acceptance.....	19
Article 10 Warranties.....	21
Article 11 Supplier Partner And Performance Commitments.....	23
Article 12 Confidentiality Data Protection And Cybersecurity.....	27
Article 13 Intellectual Property.....	29
Article 14 Insurance Indemnification And Limitation Of Liability.....	31
Article 15 Compliance With Laws And Government Contracting.....	33
Article 16 Suspension Default And Termination.....	35
Article 17 Dispute Resolution.....	37
Article 18 General Provisions.....	38
Schedule A Statement Of Work Sow Template.....	40
Schedule B Pricing Schedule.....	41
Schedule C Insurance Requirements.....	42
Schedule D Cybersecurity Requirements.....	43
Schedule E Supplier Information Form.....	44
Schedule F Execution.....	45

Article 1 PARTIES PURPOSE AND SCOPE

1.1 Parties

This Master Commercial Agreement ("Agreement") is entered into as of the Effective Date shown above by and between:

CriticalWave Energy Solutions LLC, a Florida limited liability company, with its principal place of business at 4869 Fells Cove Ave, Kissimmee, FL 34744 ("CriticalWave"), and _____, a _____ organized under the laws of _____, having its principal place of business at _____ ("Contractor").

CriticalWave and Contractor may each be referred to individually as a "Party" and collectively as the "Parties."

1.2 Purpose

The Parties desire to establish a long-term business relationship under which Contractor may provide products, equipment, software, professional services, labor, engineering, construction, consulting, maintenance, staffing, or other deliverables requested by CriticalWave from time to time.

This Agreement establishes the general commercial, legal, operational, and risk management terms governing that relationship. Specific projects shall be authorized through Purchase Orders, Statements of Work, Change Orders, or other written instruments executed under this Agreement.

1.3 Scope

This Agreement applies to all work performed by Contractor for CriticalWave unless the Parties expressly agree otherwise in writing.

Projects may include, without limitation:

- Engineering and design services
- Construction and field services
- Electrical and mechanical systems
- Mission-critical infrastructure
- UPS, generators, switchgear, and power distribution
- Information technology and managed services
- Artificial intelligence and software development
- Cybersecurity services
- Staffing and professional consulting
- Equipment procurement and resale
- Preventive and corrective maintenance
- Federal, state, local, commercial, and international projects

1.4 Non-Exclusive Relationship

Nothing contained herein obligates CriticalWave to purchase any minimum quantity of products or services, nor does this Agreement guarantee Contractor any specific volume of work.

CriticalWave may procure similar products or services from other sources at its discretion.

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

1.5 Contract Documents

The contractual relationship between the Parties shall consist of this Agreement together with applicable:

- Purchase Orders
- Statements of Work
- Change Orders
- Schedules
- Exhibits
- Technical Specifications
- Drawings
- Written amendments executed by both Parties

Collectively, these documents constitute the "Contract Documents."

1.6 Order of Precedence

In the event of any inconsistency, the following order shall govern:

1. Executed Change Orders
2. Purchase Order
3. Statement of Work
4. This Master Commercial Agreement
5. Schedules and Exhibits
6. Technical Specifications
7. Contractor's Proposal (only to the extent expressly incorporated)

1.7 Independent Contractors

The Parties are independent contractors.

Nothing contained herein creates:

- a partnership;
- joint venture;
- employer-employee relationship;
- agency; or
- fiduciary relationship.

Neither Party has authority to bind the other except as expressly authorized in writing.

Article 2 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- i. **Acceptance** means written confirmation by CriticalWave that Deliverables satisfy the applicable acceptance criteria.
- ii. **Affiliate** means any entity controlling, controlled by, or under common control with a Party.
- iii. **Agreement** means this Master Commercial Agreement, together with all incorporated Contract Documents.
- iv. **Change Order** means a written modification to the scope, schedule, price, or other contractual requirements.
- v. **Confidential Information** means all non-public business, financial, technical, operational, pricing, customer, supplier, software, security, and proprietary information disclosed by one Party to the other.
- vi. **Contract Documents** means the documents identified in Section 1.5.
- vii. **Deliverables** means all products, services, reports, software, documentation, equipment, designs, drawings, work product, or other items required under a Purchase Order or Statement of Work.
- viii. **Effective Date** means the date identified on the cover page.
- ix. **Force Majeure Event** means an event beyond the reasonable control of the affected Party that materially prevents performance.
- x. **Intellectual Property** means patents, copyrights, trademarks, trade secrets, software, inventions, databases, algorithms, AI models, documentation, and all other proprietary rights recognized under applicable law.
- xi. **Purchase Order (PO)** means the written authorization issued by CriticalWave directing Contractor to perform specified work.
- xii. **Services** means labor, consulting, engineering, maintenance, staffing, software development, or other professional services.
- xiii. **Statement of Work (SOW)** means the project-specific document describing the scope, deliverables, schedule, and pricing for a particular engagement.

Additional defined terms used throughout this Agreement shall have their ordinary commercial meaning unless otherwise specified.

Article 3 CONTRACT FORMATION

3.1 Purchase Orders

CriticalWave may issue Purchase Orders from time to time describing the products or services required.

No work shall commence until the applicable Purchase Order or Statement of Work has been accepted by the Parties, unless CriticalWave provides written authorization to proceed.

3.2 Statements of Work

Each project shall normally be documented through a Statement of Work that identifies:

- scope of work;
- deliverables;
- schedule;
- pricing;
- acceptance criteria;
- project contacts; and
- any project-specific requirements.

3.3 Acceptance of Purchase Orders

Contractor shall acknowledge receipt of each Purchase Order within five (5) Business Days unless a different period is specified.

Failure to object in writing before commencing work shall constitute acceptance of the Purchase Order.

3.4 Authority

Each Party represents that the individual executing this Agreement or any Purchase Order has the legal authority to bind that Party.

3.5 Electronic Transactions

The Parties agree that electronic signatures, scanned signatures, and documents executed through recognized electronic signature platforms shall be legally binding to the fullest extent permitted by applicable law.

3.6 No Oral Modifications

No oral statements or representations shall modify this Agreement.

All amendments shall be in writing and signed by authorized representatives of both Parties.

3.7 Reliance

Contractor acknowledges that CriticalWave may rely upon Contractor's pricing, commitments, schedules, technical representations, qualifications, staffing commitments, and proposed deliverables when bidding or performing work for its customers.

Accordingly, Contractor agrees that it shall perform accepted work in accordance with the Contract Documents and shall promptly notify CriticalWave of any circumstance that could materially affect performance.

Article 4 PURCHASE ORDERS STATEMENTS OF WORK AND PROJECT AUTHORIZATION

4.1 General

This Agreement establishes the general terms governing the business relationship between the Parties. No obligation to perform specific work shall arise until CriticalWave issues, and Contractor accepts, a Purchase Order ("PO"), Statement of Work ("SOW"), or other written authorization referencing this Agreement.

Each PO or SOW shall incorporate this Agreement by reference unless expressly stated otherwise.

4.2 Purchase Orders

A Purchase Order issued by CriticalWave may include, as applicable:

- Purchase Order Number
- Project Name
- Customer Name (if applicable)
- Prime Contract Number (if applicable)
- Scope Summary
- Products or Services
- Quantities
- Pricing
- Delivery Requirements
- Milestone Dates
- Payment Terms
- Special Conditions
- Applicable Exhibits

A Purchase Order shall become binding upon the earlier of:

- a. written acceptance by Contractor;
- b. commencement of performance;
- c. shipment of Products; or
- d. any conduct indicating acceptance.

4.3 Statements of Work

Where the Project requires detailed technical or operational requirements, the Parties shall execute a Statement of Work.

Each SOW should include, where applicable:

- Project objectives
- Detailed scope
- Deliverables
- Technical specifications
- Schedule
- Milestones
- Project organization
- Customer responsibilities
- Contractor responsibilities

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

- Reporting requirements
- Acceptance criteria
- Pricing
- Applicable standards

4.4 Project Kickoff

Following issuance of a PO or SOW, the Parties shall conduct a project kickoff meeting, where appropriate, to confirm:

- Scope
- Schedule
- Deliverables
- Communication protocols
- Risks
- Safety requirements
- Security requirements
- Required documentation
- Customer-specific procedures

4.5 Contractor's Duty to Review

Contractor shall promptly review all Contract Documents and notify CriticalWave of any apparent inconsistencies, ambiguities, omissions, conflicts, or technical concerns before commencing the affected work.

Failure to provide timely notice shall not relieve Contractor of its obligations where the issue could reasonably have been identified through ordinary professional review.

4.6 Project Managers

Each Party shall designate a Project Manager responsible for day-to-day coordination.

Project Managers may administer the Project but shall not modify commercial terms unless expressly authorized.

4.7 Progress Reporting

Unless otherwise specified in the SOW, Contractor shall provide periodic progress reports describing:

- Activities completed
- Activities planned
- Milestone status
- Schedule variance
- Risks
- Issues requiring CriticalWave action
- Quality concerns
- Safety incidents
- Cybersecurity incidents (if applicable)

4.8 Suspension of Work

CriticalWave may suspend all or part of the work by written notice where reasonably necessary due to:

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

- Customer direction
- Safety concerns
- Regulatory requirements
- Site conditions
- Security concerns
- Force Majeure
- Material breach

The Parties shall cooperate in good faith to minimize the impact of any suspension.

4.9 Priority Support

Where a Project involves emergency response, mission-critical infrastructure, disaster recovery, or public safety, Contractor shall use commercially reasonable efforts to prioritize performance consistent with available resources.

Article 5 PRODUCTS SERVICES DELIVERY AND PERFORMANCE

5.1 Standard of Performance

Contractor shall perform all work:

- professionally;
- diligently;
- safely;
- in accordance with generally accepted industry standards;
- consistent with applicable laws;
- consistent with manufacturer requirements; and
- in accordance with the Contract Documents.

5.2 Qualified Personnel

Contractor shall assign personnel possessing the experience, licenses, certifications, and qualifications reasonably necessary to perform the assigned work.

Upon CriticalWave's reasonable request, Contractor shall replace personnel whose continued assignment materially affects Project performance or security.

5.3 Products

All Products supplied under this Agreement shall:

- be new unless otherwise approved;
- conform to specifications;
- be free from defects in material and workmanship;
- comply with applicable codes and standards;
- be suitable for their intended purpose where specified; and
- include required documentation and certifications.

Counterfeit, stolen, refurbished (unless expressly approved), or unauthorized Products shall not be supplied.

5.4 Delivery

Contractor shall deliver Products and Services in accordance with the agreed schedule.

Time is of the essence where delivery dates are identified as mandatory.

Contractor shall promptly notify CriticalWave of any anticipated delay and propose a recovery plan.

5.5 Packaging and Transportation

Products shall be packaged, marked, labeled, and shipped using commercially reasonable practices designed to prevent damage during transportation.

Where applicable, Contractor shall comply with customer packaging standards.

5.6 Safety

Contractor shall perform work in compliance with applicable occupational health and safety requirements, including customer site safety rules.

Contractor shall immediately report any accident, injury, property damage, environmental incident, or near miss occurring during Project performance.

5.7 Subcontractors

Contractor shall not subcontract material portions of the work without CriticalWave's prior written consent where such consent is required by the applicable Contract Documents.

Contractor remains fully responsible for all subcontracted work.

5.8 Business Continuity

Contractor shall maintain reasonable business continuity and disaster recovery capabilities appropriate to the services being provided.

Upon request, Contractor shall provide a summary of its continuity measures for Projects involving mission-critical operations.

5.9 Records

Contractor shall maintain complete Project records, including technical documentation, inspection records, test reports, certifications, and other records reasonably necessary to demonstrate compliance with the Contract Documents.

Article 6 COMMERCIAL TERMS PRICING INVOICING AND PAYMENT

6.1 Pricing

Pricing shall be established in the applicable Purchase Order or Statement of Work and may be based on:

- Fixed Price
- Time and Materials
- Labor Hour
- Unit Price
- Cost Reimbursable
- Milestone-Based
- Hybrid Commercial Models

Unless otherwise agreed, pricing shall include all ordinary costs associated with performance, including supervision, labor, equipment, overhead, and profit.

6.2 Price Changes

No price adjustment shall be effective unless approved through a written Change Order signed by authorized representatives of both Parties.

Contractor shall not invoice for unauthorized changes.

6.3 Invoices

Invoices shall include, at a minimum:

- Purchase Order Number
- Invoice Number
- Invoice Date
- Project Name
- Description of work
- Deliverables completed
- Applicable milestone
- Labor hours (where applicable)
- Materials
- Taxes
- Total amount due

CriticalWave may return incomplete invoices for correction.

6.4 Payment Terms

Unless otherwise stated in the applicable Purchase Order, CriticalWave shall pay undisputed invoice amounts within **forty-five (45) days** after receipt of a complete and accurate invoice.

Payment of an invoice shall not constitute acceptance of Products or Services or waive CriticalWave's rights under this Agreement.

6.5 Disputed Invoices

CriticalWave may withhold payment of disputed amounts by providing written notice identifying the basis for the dispute.

The Parties shall work in good faith to resolve invoice disputes promptly.

Undisputed portions of an invoice shall remain payable in accordance with the agreed payment terms.

6.6 Taxes

Contractor shall be responsible for all taxes arising from its business operations, except for taxes that CriticalWave is legally obligated to pay directly.

Sales, use, value-added, or similar taxes shall be separately identified where applicable.

6.7 Expenses

Travel and reimbursable expenses shall be compensated only where expressly authorized in writing.

Reimbursable expenses shall be:

- reasonable;
- necessary;
- properly documented; and
- consistent with any applicable Project travel policy.

6.8 Set-Off

CriticalWave may, to the extent permitted by applicable law, offset amounts owed to Contractor against amounts properly owed by Contractor to CriticalWave under this Agreement.

6.9 Financial Assurance

Where CriticalWave reasonably believes Contractor's financial condition may materially affect Project performance, CriticalWave may request reasonable evidence of Contractor's ability to continue performing its obligations.

The Parties shall discuss any concerns in good faith and cooperate to minimize disruption to the Project.

6.10 Audit Rights

For Projects involving reimbursable costs, government contracts, or other circumstances where audit rights are expressly provided, Contractor shall maintain supporting financial and performance records for the period required by applicable law or the Contract Documents and make such records available for reasonable review upon prior notice.

Article 7 PROJECT MANAGEMENT SCHEDULE AND DELIVERABLES

7.1 Project Planning

Contractor shall plan, organize, and perform the work in a manner that supports timely completion of the Project in accordance with the Contract Documents.

Where required by the applicable Statement of Work, Contractor shall submit a Project Execution Plan, which may include:

- Project schedule
- Work breakdown structure
- Staffing plan
- Procurement schedule
- Risk register
- Quality plan
- Safety plan
- Communication plan
- Deliverable schedule

CriticalWave may review such plans for coordination purposes; however, such review does not relieve Contractor of responsibility for Project performance.

7.2 Project Schedule

The Parties acknowledge that timely performance is essential to successful Project execution.

Contractor shall perform the work in accordance with the agreed schedule and shall promptly notify CriticalWave upon becoming aware of any event that could reasonably be expected to delay completion.

Such notice shall include:

- Cause of delay
- Estimated duration
- Impact on milestones
- Proposed recovery actions
- Required CriticalWave decisions, if any

7.3 Milestones

Where milestone dates are established, Contractor shall use commercially reasonable efforts to achieve each milestone by the specified date.

Milestones may include:

- Design completion
- Procurement completion
- Factory Acceptance Test (FAT)
- Delivery
- Installation
- Site Acceptance Test (SAT)
- Training

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

- Final Acceptance
- Warranty commencement

7.4 Progress Meetings

Unless otherwise agreed, the Parties shall conduct periodic project review meetings to discuss:

- Schedule status
- Deliverables
- Risks
- Safety
- Quality
- Financial status
- Customer issues
- Pending decisions

Meeting frequency shall be determined by Project complexity.

7.5 Deliverables

Contractor shall provide all Deliverables identified in the applicable Purchase Order or Statement of Work.

Deliverables may include:

- Products
- Reports
- Drawings
- Software
- Technical documentation
- Training materials
- Manuals
- Test reports
- Certifications
- Spare parts
- As-built documentation

7.6 Documentation

Contractor shall maintain complete and accurate Project documentation throughout performance.

Documentation shall be provided in electronic format unless otherwise specified.

7.7 Reporting

Where applicable, Contractor shall provide periodic reports covering:

- Overall progress
- Schedule performance
- Cost status
- Risks
- Quality metrics
- Safety incidents
- Cybersecurity events
- Open action items

7.8 Delay Mitigation

If Project performance falls materially behind schedule, Contractor shall promptly develop and implement a recovery plan using commercially reasonable efforts.

Unless otherwise agreed, Contractor shall bear the cost of recovery efforts required due to delays caused by Contractor.

7.9 Project Closeout

Prior to final acceptance, Contractor shall provide all required closeout documentation, including:

- Final deliverables
- Test reports
- Warranty documentation
- Training completion records
- Certifications
- As-built drawings (where applicable)
- Spare parts lists
- Outstanding issue log

Article 8 CHANGES AND CHANGE ORDERS

8.1 Right to Request Changes

Either Party may request changes to the scope, schedule, specifications, quantities, or other Project requirements.

No requested change shall become binding unless approved through a written Change Order.

8.2 Change Order Process

Each proposed Change Order shall include, as applicable:

- Description of the requested change
- Technical impact
- Schedule impact
- Pricing impact
- Resource impact
- Risks
- Required approvals
- Effective date

8.3 Continued Performance

Unless directed otherwise by CriticalWave, Contractor shall continue performing unaffected portions of the work while Change Orders are under review.

8.4 Emergency Changes

CriticalWave may direct immediate actions necessary to protect:

- Life
- Health
- Safety
- Property
- Mission-critical operations
- Regulatory compliance

The Parties shall subsequently negotiate any equitable adjustment resulting from such emergency work.

8.5 No Unauthorized Work

Contractor shall not perform additional work outside the agreed scope without prior written authorization.

CriticalWave shall have no obligation to pay for unauthorized work.

8.6 Equitable Adjustments

Where an approved Change Order materially affects Project cost or schedule, the Parties shall negotiate an equitable adjustment in good faith.

8.7 Constructive Changes

If Contractor believes CriticalWave has directed work outside the agreed scope without a formal Change Order, Contractor shall provide written notice within ten (10) Business Days after becoming aware of the issue.

Failure to provide timely notice may limit Contractor's entitlement to additional compensation to the extent permitted by applicable law.

8.8 Regulatory Changes

If changes in applicable law or mandatory regulatory requirements materially affect Project performance, the Parties shall cooperate to determine appropriate adjustments through the Change Order process.

8.9 Value Engineering

Contractor may propose value engineering recommendations that reduce cost, improve quality, enhance performance, or shorten schedule.

Implementation shall require CriticalWave's written approval.

Article 9 QUALITY INSPECTION TESTING AND ACCEPTANCE

9.1 Quality Standards

Contractor shall maintain a quality management system appropriate to the Products and Services being provided.

Where applicable, Contractor shall comply with recognized industry standards, including customer-specific quality requirements identified in the Contract Documents.

9.2 Inspection Rights

CriticalWave, its customer, or authorized representatives may inspect Products, Services, facilities, records, and work in progress upon reasonable notice during normal business hours, to verify compliance with the Contract Documents.

Such inspections shall not relieve Contractor of responsibility for quality or performance.

9.3 Testing

Where testing is required, Contractor shall perform all required inspections and tests in accordance with the applicable specifications.

Testing may include:

- Factory Acceptance Testing (FAT)
- Site Acceptance Testing (SAT)
- Functional Testing
- Performance Testing
- Commissioning
- Integration Testing
- Operational Readiness Testing

Test procedures and acceptance criteria shall be agreed upon in the applicable Project documentation.

9.4 Non-Conforming Products or Services

If Products or Services fail to conform to the Contract Documents, CriticalWave may require Contractor to:

- Repair the non-conforming item;
- Replace the non-conforming item;
- Reperform deficient Services; or
- Propose another mutually acceptable corrective action.

Contractor shall complete corrective actions within a commercially reasonable period.

9.5 Corrective Action

For recurring or significant quality issues, CriticalWave may request a written Corrective Action Report (CAR) identifying:

- Root cause
- Immediate containment measures
- Corrective actions

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

- Preventive actions
- Responsible personnel
- Completion dates

9.6 Acceptance

Acceptance shall occur only after CriticalWave determines that the applicable Deliverables satisfy the acceptance criteria identified in the Contract Documents.

Partial acceptance of individual Deliverables shall not constitute acceptance of the entire Project unless expressly stated.

9.7 Conditional Acceptance

CriticalWave may conditionally accept Deliverables subject to completion of identified punch list items.

Conditional acceptance shall not waive Contractor's obligation to complete outstanding work.

9.8 Rejection

CriticalWave may reject Deliverables that materially fail to conform to the Contract Documents.

Upon rejection, Contractor shall promptly correct the deficiencies at its own expense unless the non-conformance results from CriticalWave-provided information or direction.

9.9 Final Acceptance

Final Acceptance shall occur upon completion of all contractual requirements, resolution of punch list items, submission of required documentation, and written confirmation by CriticalWave.

Final Acceptance does not limit CriticalWave's rights with respect to latent defects, warranties, fraud, or other obligations that survive acceptance under this Agreement.

Article 10 WARRANTIES

10.1 General Warranty

Contractor represents and warrants that all Products, Services, Deliverables, and Work performed under this Agreement shall:

- a) conform to the requirements of the applicable Contract Documents;
- b) be performed in a professional and workmanlike manner consistent with generally accepted industry standards;
- c) comply with all applicable laws, regulations, codes, and standards;
- d) be free from material defects in workmanship, design (to the extent Contractor is responsible for the design), and materials;
- e) be suitable for the intended purpose identified in the applicable Statement of Work or Purchase Order where Contractor has accepted responsibility for such purpose; and
- f) not knowingly infringe the intellectual property rights of any third party.

10.2 Product Warranty

Unless otherwise specified in the applicable Purchase Order or manufacturer's warranty documentation accepted by CriticalWave, Contractor warrants that Products shall remain free from defects for a period of **twelve (12) months** from Final Acceptance or **eighteen (18) months** from delivery, whichever expires first.

Where a manufacturer's warranty exceeds this period, Contractor shall assign or pass through the full benefit of such warranty to CriticalWave to the extent permitted by the manufacturer.

10.3 Services Warranty

Contractor warrants that Services shall be performed using personnel possessing the education, experience, licenses, certifications, and technical competence reasonably required for the work.

If Services fail to comply with this warranty, Contractor shall promptly reperform the deficient Services at no additional cost to CriticalWave.

10.4 Software Warranty

Where Contractor provides software, applications, firmware, automation, artificial intelligence solutions, or digital services, Contractor warrants that:

- the software shall substantially conform to agreed specifications;
- commercially reasonable testing has been completed prior to delivery;
- the software shall not intentionally contain malicious code, ransomware, spyware, backdoors, or other unauthorized harmful code;
- Contractor has the legal right to provide the software and associated licenses; and
- all third-party software components have been properly licensed.

Contractor does not warrant uninterrupted or error-free operation unless expressly stated in the applicable Service Level Agreement.

10.5 Warranty Remedies

If a warranty claim is made during the applicable warranty period, Contractor shall, at CriticalWave's election:

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

- a. repair the affected Product or Deliverable;
- b. replace the affected Product or Deliverable;
- c. reperform the affected Services;
- d. provide a suitable workaround acceptable to CriticalWave; or
- e. refund amounts paid for the non-conforming Products or Services where repair or replacement is not commercially feasible.

10.6 Warranty Extension

Any repaired, replaced, or reperformed Product or Service shall be warranted for the longer of:

- the remainder of the original warranty period; or
- ninety (90) days following completion of the corrective work.

10.7 Exclusions

The warranties in this Article shall not apply to defects resulting solely from:

- misuse by CriticalWave after acceptance;
- unauthorized modifications made by parties other than Contractor;
- operation contrary to written instructions provided by Contractor; or
- normal wear and tear, where applicable.

Contractor bears the burden of demonstrating that an exclusion applies.

Article 11 SUPPLIER PARTNER AND PERFORMANCE COMMITMENTS

11.1 Good Faith Partnership

The Parties acknowledge that successful execution of Projects depends upon mutual trust, transparency, timely communication, and good faith performance. Contractor agrees to actively support CriticalWave in pursuing and performing Projects for which Contractor has agreed to participate.

Contractor shall perform its obligations in a commercially reasonable manner consistent with the standards of a professional organization providing similar products or services.

11.2 Proposal Support Commitment

Where Contractor voluntarily provides pricing, quotations, technical information, product specifications, resumes, certifications, OEM authorizations, letters of commitment, past performance information, references, or other proposal support with knowledge that CriticalWave intends to rely upon such information in preparing or submitting a proposal, Contractor represents that:

- a. such information is materially accurate at the time provided;
- b. Contractor has the authority to provide such information;
- c. Contractor intends, in good faith, to support the resulting opportunity if awarded; and
- d. Contractor will promptly notify CriticalWave of any material change affecting the accuracy of such information.

11.3 Pricing Commitment

Unless otherwise stated in writing, pricing submitted by Contractor in support of a proposal shall remain valid for **one hundred twenty (120) calendar days** from the proposal submission date.

During the pricing validity period, Contractor shall not withdraw or materially revise pricing except where:

- governmental action materially affects cost;
- tariffs or taxes materially change;
- Force Majeure materially affects performance;
- the customer materially changes the scope; or
- the Parties mutually agree otherwise.

11.4 Commitment Following Contract Award

Where Contractor has agreed to participate in a proposal and CriticalWave receives the resulting customer award, Contractor agrees to negotiate and execute the applicable Purchase Order, Statement of Work, or Subcontract in good faith on terms substantially consistent with:

- Contractor's proposal;
- agreed pricing;
- agreed scope;
- agreed schedule; and
- this Agreement.

Neither Party shall be obligated to accept material changes that were not reasonably contemplated at the time of proposal submission.

11.5 Resource Reservation

Upon notification that CriticalWave has been selected for award, Contractor shall use commercially reasonable efforts to reserve the personnel, equipment, manufacturing capacity, licenses, and other resources reasonably necessary to perform the anticipated work.

Contractor shall promptly notify CriticalWave if resource availability changes.

11.6 Key Personnel Commitment

Where Contractor identifies specific key personnel in a proposal or Statement of Work, Contractor shall use commercially reasonable efforts to make such personnel available.

If replacement becomes necessary, Contractor shall provide personnel possessing substantially equivalent qualifications and experience.

11.7 OEM and Product Availability Commitment

Where Contractor is an OEM, manufacturer, distributor, or authorized reseller, Contractor shall use commercially reasonable efforts to supply the committed Products in accordance with agreed schedules.

If Products become unavailable due to discontinuation, allocation, supply-chain disruption, or other circumstances beyond Contractor's reasonable control, Contractor shall promptly:

- notify CriticalWave;
- explain the circumstances;
- propose technically equivalent alternatives where available; and
- cooperate in minimizing Project disruption.

11.8 No Withdrawal Without Good Cause

After accepting a Purchase Order, Statement of Work, or other written authorization, Contractor shall not withdraw from Project performance without Good Cause.

Good Cause includes circumstances such as:

- Force Majeure;
- bankruptcy or insolvency;
- governmental prohibition;
- CriticalWave's uncured material breach;
- material customer-directed scope changes fundamentally altering Project risk; or
- other objectively reasonable circumstances making performance commercially impracticable.

Changes in market pricing, increased labor costs, improved commercial opportunities, or preference for other projects shall not, by themselves, constitute Good Cause during the agreed pricing validity period.

11.9 Exclusivity (Where Applicable)

Where the Parties execute a separate exclusivity agreement or where exclusivity is expressly identified in the applicable Purchase Order or Statement of Work, Contractor shall not knowingly provide materially identical proposal support to competing offerors for the same customer opportunity during the agreed exclusivity period.

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

Nothing in this Section creates exclusivity unless expressly agreed in writing.

11.10 Duty to Notify

Contractor shall immediately notify CriticalWave upon becoming aware of any circumstance that may materially affect:

- pricing;
- schedule;
- personnel;
- product availability;
- manufacturing capacity;
- regulatory compliance;
- cybersecurity;
- financial condition;
- insurance coverage;
- licensing;
- certifications; or
- Project performance.

11.11 Performance During Customer Protests

Where a customer award becomes subject to a protest, re-evaluation, or similar procurement challenge, Contractor shall continue supporting CriticalWave's proposal efforts and reasonable customer inquiries until final resolution unless otherwise agreed.

11.12 Supply Chain Continuity

Contractor shall maintain commercially reasonable supply-chain management practices appropriate to the Products and Services being provided.

Where Contractor becomes aware of actual or anticipated shortages affecting Project performance, Contractor shall promptly notify CriticalWave and cooperate in developing mitigation measures.

11.13 Transition Assistance

If Contractor is unable to continue performance for any reason, Contractor shall cooperate in an orderly transition by:

- transferring documentation;
- transferring Deliverables;
- providing status information;
- assisting replacement suppliers for a reasonable transition period; and
- minimizing disruption to the Project.

11.14 Reprocurement Costs

If Contractor materially breaches this Agreement by refusing or abandoning accepted work without Good Cause, Contractor shall be responsible for the reasonable, direct, and documented incremental costs incurred by CriticalWave in obtaining substitute performance, to the extent recoverable under applicable law.

Nothing in this Section limits either Party's right to pursue any other remedy available under this Agreement or applicable law.

11.15 Continuous Cooperation

Throughout Project performance, Contractor shall cooperate with CriticalWave, the customer (where applicable), other subcontractors, OEMs, consultants, and project participants to facilitate successful Project execution.

Such cooperation includes:

- timely responses to inquiries;
- participation in coordination meetings;
- reasonable sharing of technical information;
- support during inspections, testing, commissioning, and closeout; and
- good faith resolution of Project issues.

11.16 Performance Improvement

If Contractor repeatedly fails to meet material Project obligations, CriticalWave may request a written Performance Improvement Plan identifying:

- deficiencies;
- root causes;
- corrective actions;
- preventive measures;
- responsible personnel; and
- implementation schedule.

The Parties shall cooperate in good faith to improve performance.

Article 12 CONFIDENTIALITY DATA PROTECTION AND CYBERSECURITY

12.1 Confidential Information

Each Party may disclose Confidential Information to the other in connection with this Agreement.

Confidential Information includes all non-public information disclosed in written, electronic, oral, visual, or other form that a reasonable person would understand to be confidential based upon its nature or the circumstances of disclosure.

Examples include:

- business plans;
- pricing;
- proposals;
- customer information;
- supplier information;
- technical data;
- software;
- designs;
- source code;
- trade secrets;
- security information;
- financial information;
- proprietary methodologies.

12.2 Confidentiality Obligations

Each Party shall:

- a. protect Confidential Information using at least the same degree of care used to protect its own confidential information, and in no event less than reasonable care;
- b. use Confidential Information solely for purposes of performing under this Agreement;
- c. restrict disclosure to employees, subcontractors, advisors, and representatives who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein; and
- d. not disclose Confidential Information to any third party without the disclosing Party's prior written consent, except as required by law.

12.3 Exclusions

Confidential Information does not include information that:

- is or becomes publicly available through no breach of this Agreement;
- was lawfully known to the receiving Party before disclosure;
- is independently developed without use of the disclosing Party's Confidential Information; or
- is lawfully obtained from a third party without breach of any confidentiality obligation.

12.4 Compelled Disclosure

If a Party is legally required to disclose Confidential Information, it shall, to the extent permitted by law:

CRITICALWAVE ENERGY SOLUTIONS LLC MASTER COMMERCIAL AGREEMENT (MCA)

- promptly notify the disclosing Party; and
- reasonably cooperate in seeking protective treatment.

Only the portion legally required shall be disclosed.

12.5 Return or Destruction

Upon request or termination of this Agreement, each Party shall promptly return or securely destroy the other Party's Confidential Information, except where retention is required by law, regulatory obligation, insurance requirements, or established document retention policies.

12.6 Data Protection

Where Contractor processes personal information on behalf of CriticalWave, Contractor shall:

- comply with applicable privacy and data protection laws;
- implement reasonable administrative, technical, and physical safeguards;
- process personal information only for authorized purposes; and
- promptly notify CriticalWave of any confirmed unauthorized access, use, or disclosure involving such information.

Where required by law or the applicable Project, the Parties shall execute a separate Data Processing Agreement.

12.7 Cybersecurity

Contractor shall maintain an information security program appropriate to the nature of the Products and Services being provided.

For Projects involving government information, controlled unclassified information (CUI), or customer-specific security requirements, Contractor shall comply with the cybersecurity obligations identified in the applicable Contract Documents, which may include standards such as NIST SP 800-171, CMMC, ISO/IEC 27001, or equivalent requirements.

12.8 Security Incidents

Contractor shall notify CriticalWave without undue delay, and in no event later than the timeframe specified in the applicable Contract Documents, after confirming a cybersecurity incident that materially affects CriticalWave data, systems, or Project performance.

Contractor shall:

- investigate the incident;
- contain and remediate the issue;
- preserve relevant evidence where appropriate;
- cooperate with CriticalWave's investigation; and
- provide reasonable status updates until resolution.

12.9 Survival

The obligations contained in this Article shall survive expiration or termination of this Agreement for **five (5) years**, except that obligations relating to trade secrets shall survive for so long as such information remains protected under applicable law.

Article 13 INTELLECTUAL PROPERTY

13.1 Ownership of Background Intellectual Property

Each Party shall retain all right, title, and interest in and to its respective Background Intellectual Property existing prior to the Effective Date or independently developed outside the scope of this Agreement.

Except as expressly provided herein, no ownership rights are transferred by this Agreement.

13.2 Project Deliverables

Unless otherwise specified in the applicable Purchase Order or Statement of Work:

- a. Deliverables specifically developed and paid for by CriticalWave shall become the property of CriticalWave upon payment of the applicable undisputed invoice.
- b. Contractor retains ownership of its Background Intellectual Property incorporated into the Deliverables.
- c. Contractor grants CriticalWave a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to use any Contractor-owned Background Intellectual Property solely as necessary to use, maintain, support, repair, modify, or operate the Deliverables.

13.3 Software

Unless otherwise agreed in writing:

- Commercial off-the-shelf (COTS) software shall remain subject to the applicable software license.
- Custom software developed specifically for CriticalWave shall be governed by the applicable Statement of Work.
- Contractor shall identify all third-party software incorporated into Deliverables.

13.4 Artificial Intelligence

Where Deliverables include artificial intelligence, machine learning models, automation tools, or generative AI components:

- a. Contractor warrants it possesses the necessary rights to provide such technology.
- b. Contractor shall identify any material third-party AI platforms used in developing Deliverables where such use affects licensing, confidentiality, or intellectual property rights.
- c. Unless otherwise agreed, neither Party acquires ownership of the other's proprietary AI models, training datasets, algorithms, or foundational technologies.

13.5 Open-Source Software

Contractor shall not incorporate open-source software subject to reciprocal or copyleft licensing obligations (including licenses requiring disclosure of proprietary source code) without CriticalWave's prior written approval.

13.6 Intellectual Property Infringement

Contractor represents that, to the best of its knowledge, the Deliverables do not knowingly infringe any third-party intellectual property rights.

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

If an infringement claim arises, Contractor shall promptly notify CriticalWave and cooperate in good faith to resolve the matter.

Where infringement is established or reasonably likely, Contractor shall, at its expense and at CriticalWave's election:

- obtain the necessary rights;
- replace the affected Deliverable with a non-infringing equivalent;
- modify the Deliverable to avoid infringement while maintaining substantially equivalent functionality; or
- if none of the foregoing is commercially reasonable, refund amounts paid for the affected Deliverable.

Article 14 INSURANCE INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 Insurance

Throughout the performance of this Agreement, Contractor shall maintain insurance appropriate to the nature of the work, including, where applicable:

- Commercial General Liability
- Workers' Compensation
- Employer's Liability
- Commercial Automobile Liability
- Professional Liability (Errors & Omissions)
- Cyber Liability (where handling electronic data or providing technology services)
- Umbrella or Excess Liability, if required by the applicable Purchase Order

Upon request, Contractor shall provide certificates of insurance evidencing such coverage.

14.2 Additional Insured

Where required by the applicable Purchase Order or Statement of Work, Contractor shall name CriticalWave and, if applicable, CriticalWave's customer as additional insureds under Contractor's Commercial General Liability policy for work performed under this Agreement.

14.3 Contractor Indemnification

Contractor shall indemnify, defend, and hold harmless CriticalWave, its affiliates, directors, officers, employees, and agents from third-party claims, damages, losses, liabilities, and reasonable costs (including reasonable attorneys' fees) to the extent arising out of:

- a. Contractor's negligence or willful misconduct;
- b. bodily injury, death, or property damage caused by Contractor or its personnel;
- c. Contractor's breach of this Agreement;
- d. infringement of third-party intellectual property rights by Deliverables supplied by Contractor; or
- e. violation of applicable law by Contractor.

14.4 CriticalWave Indemnification

CriticalWave shall indemnify Contractor against third-party claims to the extent directly resulting from CriticalWave's negligence or willful misconduct.

14.5 Indemnification Procedure

A Party seeking indemnification shall:

- promptly notify the indemnifying Party of the claim;
- permit the indemnifying Party to assume the defense, where appropriate;
- reasonably cooperate in the defense; and
- not settle any claim imposing obligations upon the other Party without that Party's written consent, which shall not be unreasonably withheld.

Failure to provide prompt notice shall relieve the indemnifying Party of its obligations only to the extent materially prejudiced by such delay.

14.6 Limitation of Liability

Except for liability arising from:

- fraud;
- willful misconduct;
- gross negligence;
- breach of confidentiality;
- infringement of intellectual property rights;
- indemnification obligations;
- unpaid fees; or
- violations of applicable law,

each Party's aggregate liability arising under this Agreement shall not exceed the greater of:

- a. the total amounts paid or payable under the applicable Purchase Order giving rise to the claim; or
- b. One Million U.S. Dollars (US \$1,000,000), unless otherwise specified in the applicable Purchase Order.

14.7 Exclusion of Certain Damages

Except for the exceptions identified in Section 14.6, neither Party shall be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of anticipated profits, loss of goodwill, or business interruption, even if advised of the possibility of such damages.

This limitation does not restrict recovery for direct damages.

Article 15 COMPLIANCE WITH LAWS AND GOVERNMENT CONTRACTING

15.1 Compliance with Laws

Each Party shall comply with all applicable federal, state, local, and international laws, regulations, ordinances, and governmental requirements applicable to its performance under this Agreement.

15.2 Ethical Business Practices

The Parties shall conduct business honestly, ethically, and in accordance with recognized standards of integrity.

Neither Party shall engage in bribery, fraud, corruption, kickbacks, or other unlawful business practices.

15.3 Anti-Corruption

Contractor represents that it shall comply with all applicable anti-corruption laws, including, where applicable:

- U.S. Foreign Corrupt Practices Act (FCPA)
- UK Bribery Act
- Applicable anti-bribery legislation in jurisdictions where work is performed

15.4 Export Controls

Where applicable, Contractor shall comply with all export control and trade compliance laws, including:

- Export Administration Regulations (EAR)
- International Traffic in Arms Regulations (ITAR)
- Office of Foreign Assets Control (OFAC) sanctions

Neither Party shall knowingly export controlled items in violation of applicable law.

15.5 Government Contract Flow-Downs

Where Products or Services support a federal, state, or local government contract, Contractor agrees to comply with mandatory flow-down requirements expressly identified in the applicable Purchase Order or Statement of Work.

CriticalWave shall identify the applicable clauses to the extent reasonably practicable.

15.6 Employment Laws

Contractor shall be solely responsible for compliance with laws governing its employees, including wage and hour laws, immigration requirements, workers' compensation, and employment taxes.

Nothing in this Agreement creates an employment relationship between CriticalWave and Contractor personnel.

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

15.7 Records

Contractor shall maintain records reasonably necessary to demonstrate compliance with this Agreement for the period required by applicable law or the Contract Documents.

15.8 Audit Cooperation

Where government contracts or regulatory requirements provide audit rights, Contractor shall reasonably cooperate with authorized audits relating to work performed under this Agreement.

15.9 Environmental Compliance

Where applicable, Contractor shall comply with environmental laws governing hazardous materials, waste disposal, pollution prevention, and environmental protection applicable to its performance.

15.10 Survival

The obligations contained in this Article survive expiration or termination of this Agreement to the extent required by applicable law or the nature of the obligation.

Article 16 SUSPENSION DEFAULT AND TERMINATION

16.1 Suspension of Performance

CriticalWave may suspend all or part of the work by written notice where reasonably necessary due to:

- Customer direction;
- Safety or security concerns;
- Regulatory or legal requirements;
- Material breach by Contractor;
- Force Majeure;
- Non-payment by CriticalWave's customer affecting the Project (where Contractor has been notified of such dependency); or
- Other circumstances materially affecting Project performance.

During any suspension, the Parties shall cooperate in good faith to minimize costs and preserve work in progress.

16.2 Termination for Convenience

CriticalWave may terminate this Agreement, or any Purchase Order or Statement of Work, for convenience upon **thirty (30) days' written notice**.

In such event, CriticalWave shall pay Contractor for:

- Products delivered and accepted;
- Services satisfactorily performed through the effective termination date; and
- Reasonable, documented, non-cancelable commitments incurred before receipt of the termination notice, provided such commitments were reasonably necessary for performance and cannot be mitigated.

Contractor shall use commercially reasonable efforts to minimize termination costs.

16.3 Termination for Cause

Either Party may terminate this Agreement or the affected Project upon written notice if the other Party:

- a. materially breaches this Agreement and fails to cure such breach within **thirty (30) days** after receiving written notice (or such shorter period as may be appropriate where the breach is not reasonably capable of cure);
- b. becomes insolvent, files for bankruptcy protection, or has a receiver appointed over substantially all of its assets;
- c. engages in fraud, corruption, or unlawful conduct materially affecting the Project; or
- d. repeatedly fails to perform material contractual obligations after receiving reasonable written notice.

16.4 Contractor Default

If Contractor materially defaults and fails to cure within the applicable cure period, CriticalWave may, in addition to other remedies available at law or under this Agreement:

- obtain substitute performance from another source;
- require Contractor to cooperate in an orderly transition;

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

- recover reasonable, direct, incremental costs incurred in obtaining substitute performance to the extent caused by Contractor's uncured breach; and
- terminate the affected Purchase Order, Statement of Work, or this Agreement.

16.5 Effect of Termination

Upon termination, Contractor shall promptly:

- cease work as directed;
- protect work in progress;
- deliver completed Deliverables;
- transfer Project documentation;
- return CriticalWave property;
- submit a final invoice for undisputed amounts due; and
- reasonably cooperate in Project transition.

16.6 Survival

Termination shall not affect rights or obligations that expressly or by their nature survive termination, including provisions relating to:

- Payment obligations;
- Confidentiality;
- Intellectual Property;
- Indemnification;
- Warranties;
- Records;
- Dispute Resolution; and
- Limitation of Liability.

Article 17 DISPUTE RESOLUTION

17.1 Good Faith Negotiation

The Parties shall first attempt to resolve disputes through good-faith negotiations between their respective Project Managers.

If the dispute is not resolved within **ten (10) Business Days**, either Party may escalate the matter.

17.2 Executive Escalation

The dispute shall be referred to senior executives designated by each Party, who shall meet (in person or virtually) within **fifteen (15) Business Days** after escalation to attempt resolution.

17.3 Mediation

If the dispute remains unresolved, either Party may request confidential mediation administered by a mutually agreed mediator before initiating litigation, unless immediate judicial relief is reasonably necessary.

Each Party shall bear its own costs of mediation and share the mediator's fees equally unless otherwise agreed.

17.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict-of-law principles.

17.5 Venue

Subject to any mandatory legal requirements, the Parties consent to the exclusive jurisdiction of the state or federal courts located in Delaware for disputes arising under this Agreement.

17.6 Injunctive Relief

Nothing in this Agreement prevents either Party from seeking temporary restraining orders, preliminary injunctions, or other equitable relief to protect Confidential Information, Intellectual Property, or other rights where monetary damages would be inadequate.

17.7 Continued Performance

Unless otherwise directed, the Parties shall continue performing undisputed obligations during the resolution of any dispute.

Article 18 GENERAL PROVISIONS

18.1 Force Majeure

Neither Party shall be liable for delays or failures to perform resulting from events beyond its reasonable control, including natural disasters, war, terrorism, epidemics, labor disputes, governmental actions, or failures of public utilities, provided the affected Party:

- promptly notifies the other Party;
- uses commercially reasonable efforts to mitigate the effects; and
- resumes performance as soon as practicable.

Force Majeure does not excuse payment obligations for Products or Services already accepted.

18.2 Notices

All notices required under this Agreement shall be in writing and delivered by:

- personal delivery;
- nationally recognized courier;
- certified or registered mail; or
- electronic mail with confirmation of receipt,

to the addresses designated by each Party or to such other address as a Party may designate in writing. CriticalWave's notice address is CriticalWave Energy Solutions LLC, Attn: Contracts and Compliance, 382 NE 191st St, #949689, Miami, FL 33179-3899 USA; email: info@criticalwave-es.com. Contractor shall identify its notice address and email in Schedule E.

18.3 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes all obligations under this Agreement.

18.4 Independent Contractors

The Parties are independent contractors. Nothing contained herein creates a partnership, joint venture, agency, employment, or fiduciary relationship.

18.5 Waiver

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

18.6 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith a valid provision that most closely reflects the original intent.

18.7 Entire Agreement

This Agreement, together with all incorporated Purchase Orders, Statements of Work, Change Orders, and Schedules, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, proposals, negotiations, and agreements relating thereto. A

**CRITICALWAVE ENERGY SOLUTIONS LLC
MASTER COMMERCIAL AGREEMENT (MCA)**

revised website or template copy does not amend an existing executed Agreement or accepted Purchase Order; amendments remain subject to the written agreement requirement below.

18.8 Amendments

No amendment or modification shall be effective unless made in writing and signed by authorized representatives of both Parties.

18.9 Electronic Signatures

Electronic signatures, digital signatures, and signatures executed through recognized electronic signature platforms shall have the same legal effect as original handwritten signatures to the fullest extent permitted by applicable law.

18.10 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

18.11 Headings

Headings are included for convenience only and shall not affect interpretation of this Agreement.

18.12 Interpretation

This Agreement shall be interpreted fairly and according to its plain meaning. No presumption shall arise against either Party as the drafter.

SCHEDULE A STATEMENT OF WORK SOW TEMPLATE

The SOW should include:

- Project Name
- SOW Number
- Related Purchase Order
- Scope of Work
- Deliverables
- Milestones
- Roles and Responsibilities
- Acceptance Criteria
- Pricing
- Schedule
- Assumptions
- Exclusions
- Dependencies
- Customer-Furnished Items
- Special Requirements
- Authorized Representatives

SCHEDULE B PRICING SCHEDULE

Include, as applicable:

- Fixed Price Items
- Unit Rates
- Labor Categories and Rates
- Time-and-Materials Rates
- Reimbursable Expenses
- Milestone Payments
- Taxes
- Currency
- Payment Terms

SCHEDULE C INSURANCE REQUIREMENTS

Minimum insurance requirements may include:

- Commercial General Liability
- Workers' Compensation
- Employer's Liability
- Automobile Liability
- Professional Liability
- Cyber Liability
- Umbrella/Excess Liability

Coverage limits shall be specified in the applicable Purchase Order or Statement of Work.

SCHEDULE D CYBERSECURITY REQUIREMENTS

Where applicable, Contractor shall comply with:

- Applicable data protection laws
- Customer security requirements
- NIST SP 800-171 (when required)
- CMMC (when required)
- Secure access controls
- Incident reporting obligations
- Vulnerability management
- Data retention and disposal requirements

SCHEDULE E SUPPLIER INFORMATION FORM

Information to be provided includes:

- Legal Name
- Business Address
- Tax Identification Number
- UEI/CAGE Code (if applicable)
- Primary Contact
- Authorized Representative
- Banking Information (provided separately if required)
- Insurance Carrier
- Key Certifications
- Licenses
- Diversity or Small Business Status (if applicable)

SCHEDULE F EXECUTION

CRITICALWAVE ENERGY SOLUTIONS LLC

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Legal Name: _____

By: _____

Name: _____

Title: _____

Date: _____