

MASTER SERVICES AND SYSTEM USE AGREEMENT

This MASTER SERVICES AND SYSTEM USE AGREEMENT (this "**Agreement**") dated as of _____, 2024 (the "**Effective Date**") is entered into by and between:

374Water Systems, Inc., a Delaware corporation with its principal office at 3710 Shannon Rd. #51877, Durham, North Carolina 27717 ("**374Water**"); and **the City of Orlando, Florida**, a Florida municipal corporation with its principal office at 400 South Orange Avenue Orlando, Florida 32801 ("**Client**").

374Water and Client may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

Now, THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Agreement, the Parties agree as follows:

1. General Requirements

1.1. Scope; Services and Deliverables. Pursuant to one or more written work orders signed by the Parties (each, a "**Work Order**"), 374Water shall, in accordance with the terms set forth in each Work Order, supply Client with a system that meets the specifications set forth in such Work Order (the "**System**") and services (as specifically defined in each Work Order, the "**Services**") to Client. Any System-specific or Service-specific additional terms are set forth in schedules to this Agreement, attached hereto in **Appendix 1** ("**Schedules**"). Each Work Order shall specify the applicable Schedules for such Work Order. The first Work Order shall be attached hereto as **Appendix 2-1** ("**Work Order #1**"), and any subsequent Work Orders shall be numbered sequentially (i.e., Appendix 2-2, followed by Appendix 2-3, and so on) and incorporated into this Agreement. Each Work Order shall become effective upon the Work Order Effective Date set forth therein. All Work Orders shall be subject to and comply with the terms set forth on **Appendix 4** ("**Federal and State Funding Provisions**") attached hereto and incorporated herein by this reference. Any terms or conditions proposed by Client (including those associated with any purchase order issues hereunder) which differ from, are inconsistent with or which are in addition to those stated herein, are objected to by 374Water. No such additional or inconsistent terms proposed by Client shall become part of this Agreement.

1.2. Projects. Unless otherwise specified in the applicable Work Order, each Work Order shall be considered a discrete "**Project**."

1.3. Performance. 374Water shall use commercially reasonable efforts to provide the System and Services specified in a Work Order. Any such Services shall be performed in accordance with all applicable laws.

1.4. Changes. Any material change to the System or Services must be agreed to in a change order amending the applicable Work Order (a "**Change Order**", see template set forth in **Appendix 3**). 374Water and Client shall use commercially reasonable efforts to negotiate any Change Orders reasonably requested by the other Party.

1.5. Affiliate. For purposes of this Agreement, the Affiliate of 374Water is 374Water Inc., a Delaware corporation, which is the parent company of 374Water Systems, Inc.

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1.6. Facility. For purposes of this Agreement, "Facility" shall mean the Client's Iron Bridge Water Reclamation Facility located at 601 Iron Bridge Circle, Oviedo, Florida 32765.

1.7. Site. For purposes of this Agreement, the term "site" shall mean the area within the Sludge Handling Building at the Facility upon which the System is located as agreed upon by the parties pursuant to Section 4.5.

2. Financial Terms

2.1. Fees. Upon invoice by 374Water, Client shall pay 374Water the amount(s) specified in the applicable Work Order (the "**Fees**") for the use of System(s) and Services in accordance with the timeframes set forth therein.

2.2. Invoices. 374Water will submit invoices to Client in accordance with the timeframes set forth in the applicable Work Order, which shall include the Fees due, and any pass-through expenses incurred if separate from the Fees. Invoices for payment of pass-through expenses shall be accompanied by receipts or other documentation evidencing the expense. All invoices to Client shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302 with an electronic copy emailed to the Client Project Manager.

2.3. Payment. Undisputed invoices shall be payable by the Client net 30 calendar days from the invoice date. If Client reasonably disputes part of an invoice, then Client shall pay the undisputed portion of the invoice in accordance with the foregoing sentence and shall pay the disputed portion promptly upon the resolution of the dispute to the extent the dispute is resolved in favor of 374Water. In the event a dispute occurs between the parties concerning payment of an invoice, a representative of 374Water, Client's Public Works Director (or designee), and a representative of the City's Procurement and Contracts Division shall meet to consider the disputed issues. Any such procedure may be initiated by either party by notifying the other party in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the Client. Any decision by the Client's Chief Procurement Officer regarding the Client's obligation to make a payment shall constitute the final decision of the Client regarding these matters and shall be communicated in writing to 374Water within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against payment of the disputed amounts on the invoice shall be deemed to have been issued by Client's Chief Procurement Officer on behalf of the Client. For the purposes of clarity, the decision or lack of decision from the Client's Chief Procurement Officer does not prohibit 374Water from availing itself of its available legal remedies.

2.4. Late Payment. Payments due from Client as a local governmental entity not made within 30 days shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance, compounded monthly.

2.5. Taxes. All prices payable under this Agreement are exclusive of applicable sales, use, and other taxes charged on the services provided by 374Water to Client. Client will pay or reimburse 374Water for, all value-added, sales, use, and similar taxes, and all other

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mandatory payments to government agencies of whatever kind imposed with respect to products or services provided by 374Water under this Agreement or with respect to transactions under this Agreement, except for taxes imposed on the tangible personal property or net income of 374Water. If a transaction is exempt from tax, then Client will provide 374Water with a valid exemption certificate or other evidence of such exemption in a form acceptable to 374Water.

2.6. Credit. 374Water will credit Client \$200,000 of the total Project Fees toward the cost of purchasing a System of six (6) tons or larger from 374Water provided the purchase occurs within thirty (30) months from the execution date of this Agreement.

3. Representations, Warranties, and Covenants

3.1. Reciprocal Representations. Each of the Parties hereby represents and warrants to the other Party that it has the authority to enter into this Agreement and to perform its obligations hereunder, that neither the execution nor the performance of this Agreement will result in violation of any applicable laws, rules, regulations or judicial decrees, or cause either Party to breach any contractual commitment by which it is bound, and that this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

3.2. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF SAFETY, ACCURACY, UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4. Confidentiality

4.1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" means any non-public, confidential, or proprietary scientific, technical, trade, business, or financial information regarding a Party or its Affiliates (the "**Disclosing Party**") provided to the other Party (the "**Receiving Party**"), or to which the Receiving Party has access under this Agreement, whether such information is in oral, written, or electronic form provided that such information is (i) entitled to confidentiality or exemption from disclosure under applicable law as a trade secret or otherwise, and (ii) which information, if in writing, is clearly marked as confidential or proprietary at the time of disclosure or delivery to the Receiving Party or, if disclosed orally or in intangible form, is (x) identified orally at the time of disclosure as having been disclosed in confidence and is (y) confirmed in writing identifying the Confidential Information within thirty (30) days after the time of disclosure as having been disclosed as Confidential Information. Confidential Information does not include information which the Receiving Party can establish by competent proof that:

- (a) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party;
- (b) is, at the time of disclosure, part of the public domain or, after such disclosure, becomes, part of the public domain through no fault of the Receiving Party;

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- (c) after the time of disclosure, is obtained by the Receiving Party from a third party that is not subject to any known obligation of confidentiality or limitation on use with respect to such information; or
- (d) is independently developed by the Receiving Party without the use or aid of the Disclosing Party's Confidential Information.

4.2. Non-Disclosure. With respect to the Disclosing Party's Confidential Information, and subject to Florida law, the Receiving Party shall:

- (a) not reveal, publish, distribute, or otherwise disclose such Confidential Information to any third party, except as provided in this Agreement or upon prior written consent by the Disclosing Party;
- (b) protect such Confidential Information from unauthorized use or disclosure, treating it with the same level of prudence and care with which it would protect its own Confidential Information (but in no event, less than reasonable care);
- (c) cause its Affiliates and representatives to comply with its confidentiality obligations under this Section 4.

The obligations of confidentiality in this Section 4 shall not apply to Confidential Information that the Receiving Party is obligated to disclose pursuant to law, or a valid order of a court or other governmental body; provided, however, that (a) to the extent allowed by law, the Receiving Party shall first have given notice to the Disclosing Party and, to the extent allowed by law, shall give the Disclosing party a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking such protective order; and (c) any such disclosure shall not have any other effect on the receiving party's obligations of confidentiality with respect to such disclosed Confidential Information.

4.3. Existing Mutual Non-Disclosure Agreement. From and after the effective date of this Agreement, any and all information disclosed or made available by a party to the other party shall be governed by the terms of this Agreement, including any and all information previously disclosed or identified under the terms of the parties' prior Mutual Non-Disclosure Agreement dated July 14, 2022 ("NDA") as "Confidential Information". As of the effective date of this Agreement, the NDA is hereby terminated.

4.4. 374Water Ownership of System. Client acknowledges that the System, even if installed in or attached to real property not owned by 374Water, and all 374Water Documents are, and shall remain, the exclusive property of 374Water. Client, at its expense, will protect and defend 374Water's title to the System and the 374Water Documents from and against all claims, encumbrances, liens, and legal processes of Client's creditors and will keep the System and all 374Water Documents free and clear from any and all claims, encumbrances, liens and legal process of Client's creditors. Client will acquire no right or interest in the System or the 374Water Documents, except as expressly set forth herein. 374Water shall be permitted to

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display notice of its ownership on and around the System by means of a suitable stencil, label, or plaque affixed thereto. Client will not alter, deface, change, or remove such ownership identification and will, upon 374Water's request, affix or re-affix such identification.

4.5. Improper Site Preparation and Work Interruption Remedies. Client and 374Water shall mutually agree upon a site to locate the System at Client's Facility. Client shall be responsible for providing the required infrastructure on the site necessary for the System as set forth in the applicable Work Order. Client shall prepare and deliver the site in a manner that meets all specifications for the site set forth in the applicable Work Order. Upon completion of any necessary site work, Client shall notify 374Water that the site is complete and ready for inspection and approval by 374Water. Within sixty (60) days of such notice, 374Water shall inspect the site and either approve the site work as having been satisfactorily completed or notify Client of any deficiencies in the site preparation. If Client agrees that the site preparation was deficient, Client shall correct the work and notify 374Water when the site is ready for reinspection. This process shall be repeated until such time as the site is approved by 374Water. Subsequent to the approval of the site as described above, any delay in the delivery, installation, or operation of the System, during the Term, caused or requested, either directly or indirectly, by the Client shall result in the Client paying 374Water an additional fee of \$5,000 per day for each day of delay in addition to all other amounts owed under this Agreement for work properly performed as of the time of delay in consideration and in full satisfaction of 374Water's lost opportunity costs to install and mobilize the system at different locations. During the term of this Agreement, subject to Client's standard Facility operating and safety procedures, 374Water shall have the right and license to enter the Site and those portions of Client's Facility as reasonably necessary to install, operate, repair, maintain, or remove the System. Client shall take no action to impede ventilation at the site or to cause standing water or hazardous materials to accumulate in, on or under the System.

4.6. No Unauthorized Use. Except as expressly permitted by authorized representatives of 374Water, Client shall not (a) modify, tamper with, attempt to reverse engineer, use, photograph or record images of (except as may be captured as part of the Client's security system or in response to an incident at Client's facility involving property damage, personal injury, death or as part of a criminal investigation or otherwise as required by law), or otherwise access the System (which term does not include the remaining portions of a Client building in which the System may be co-located) or (b) copy or otherwise reproduce (including by the saving or transmission of electronic files) any written or electronic information relating to the System except for laboratory testing results of the output of the System or as may otherwise be required by law. Client shall not alter the manner of installation of the System or relocate the System from the location set forth in the applicable Work Order without the prior written consent of 374Water. Without limiting Client's responsibilities under this Section 4.6 and any other applicable provisions relating to the security of the System, 374Water shall have the right to implement measures, subject to the Client's prior written approval, to restrict access to the System. Such measures may include, but not be limited to, the posting of signage or other demarcations, the installation of fencing or other barriers, and the like. The parties acknowledge that the site is located on the property of an operating water reclamation facility and security measures cannot be taken which

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interfere with Client's ability to access and operate the surrounding equipment and facilities, or which interfere with emergency service responders' access to Client's facility including the site and the System. At all times while on Client's property and at the site, 374Water, and its employees, agents, guests and invitees shall comply with all safety and operational policies and procedures of the Facility.

4.7. 374Water Documents Ownership. 374Water shall retain all rights, title, and interest in and to the plans, drawings, specifications, source code, manuals, operating procedures, reports, diagrams, and other documents relating to the System (the "**374Water Documents**"), and any derivative works thereof, subject only to the limited license set forth herein. Client does not acquire any other rights, express or implied, in the 374Water Documents. 374Water will retain all rights to any derivative work unless expressly agreed otherwise.

4.8. Results Ownership. All information about the System learned by a Party as a result of its performance of the installation, operations, maintenance, and training services or system support services (any such information, the "**Results**") shall be owned by 374Water and Client shall hereby does assign all of its right title and interest in and to all Results to 374Water. Use of the Results by or on behalf of the Client for the purpose of presenting at trade shows and/or conferences requires the prior written approval of 374Water. Notwithstanding the preceding, 374Water hereby grants Client a non-exclusive perpetual license to retain and use laboratory testing results from the operation of the System for (i) Client's own internal business purposes, including but not limited to Client's evaluation of potential future application of the System by Client, and (ii) for submission to governmental agencies to demonstrate the System's performance compliance with operational parameters and requirements, including but not limited to the Florida Department of Environmental Protection.

5. Term and Termination

5.1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue unless terminated in accordance with the provisions of this Section 5 (the "**Term**"). Each Work Order shall have the term specified therein, and each shall be independently terminable by the Parties as set forth in this Section 5.

5.2. Termination for Breach. If either Party materially breaches this Agreement or any Work Order and such breach (if curable) is not cured within thirty (30) days of written notice of such breach by the non-breaching Party, then the non-breaching Party shall, in its sole discretion, have the right to terminate either this Agreement in its entirety or such Work Order that the other Party materially breached, in each case, immediately upon written notice to the breaching Party. If the breach is not curable, then the non-breaching Party shall, in its sole discretion, have the right to terminate either this Agreement in its entirety or such Work Order that the other Party materially and incurably breached, in each case, immediately upon written notice to the breaching Party. Any termination of this Agreement in its entirety pursuant to this Section 5.2 shall automatically terminate all Work Orders then in effect. A termination of a Work Order for breach pursuant to this Section 5.2 shall not serve to

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terminate this Agreement or any other Work Order unless the non-breaching Party specifies otherwise in its termination notice.

5.3. Termination for Insolvency. A Party shall have the right to terminate this Agreement or any Work Order, upon written notice to the other Party, upon or after the filing or institution of bankruptcy, reorganization, liquidation, or receivership proceedings by or against the other Party, or upon an assignment of a substantial portion of the other Party's assets for the benefit of creditors; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if the Party consents to the involuntary bankruptcy, or such proceeding is not dismissed within ninety (90) days after the filing thereof. Any termination of this Agreement pursuant to this Section 5.3 shall automatically terminate all Work Orders then in effect.

5.4. Termination for Convenience. Client may terminate this Agreement for convenience upon twenty (20) days prior written notice to 374Water.

5.5. Effects of Termination. In the event of termination of this Agreement, the provisions of this Section 5.5 shall apply.

- (a) If Client terminates this Agreement for convenience pursuant to Section 5.4, Client shall make payment to 374Water for work actually and properly performed prior to the effective date of termination plus (i) any non-cancellable expenses incurred prior to the date of termination and (ii) if termination occurs after the initiation of the work described in Appendix 1, Schedule 2, costs and expenses 374Water incurs to deliver, uninstall, remove, and relocate the System not to exceed the agreed upon demobilization fee set forth in the applicable Work Order.
- (b) If 374Water terminates the Agreement pursuant to Section 5.2 or Section 5.3, then, (i) without limiting any of its rights or remedies available hereunder or otherwise at law or in equity, 374Water shall have the right to invoice Client an amount equal to that which would be due had 374Water completed the Services pursuant to the terminated Work Orders plus an amount equal to 374Water's costs and expenses associated with removing, storing, and relocating the System not to exceed the agreed upon demobilization fee set forth in the applicable Work Order and (ii) Client shall pay any such invoice within ten (10) Business Days of its receipt thereof.
- (c) If Client terminates this Agreement pursuant to Section 5.2 or Section 5.3, then, without limiting any of its rights or remedies available hereunder or otherwise at law or in equity, Client's sole liability to 374Water shall be Fees for the System incurred, and services properly performed, prior and up to the date of termination and Client shall have no obligation for any Fees for the System or for services yet to be rendered after the date of termination, including but not limited to demobilization.

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- (d) In the event of termination of this Agreement for any reason, if 374Water fails to remove the System and any and all other equipment from Client's property within ninety (90) days of termination, then (i) Client shall have the right, but not the obligation, to remove, relocate, store, and/or return the System and any such equipment to 374Water and to invoice 374Water for the costs thereof and (ii) 374Water shall pay any such invoice within ten (10) Business Days of its receipt thereof. If 374Water fails to remove the System and/or any remaining equipment located on Client's property within 180 days of notice of termination, then (i) Client may dispose of any or all such equipment and the System without further obligation to 374Water and (ii) 374Water shall pay the costs of such disposal incurred by the City within ten (10) Business Days of receipt of invoice from the City.
- (e) The rights and obligations of the Parties hereunder which by their terms survive termination, shall survive the termination of this Agreement or any Work Order. Without limiting the generality of the foregoing, the terms and conditions of Sections 2 (solely as to liabilities that have accrued up to and including the date of termination), 3.2, 4, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

6. Indemnification; Loss, Damage and Delays

6.1. By 374Water. 374Water shall indemnify and hold harmless Client and its elected officials, officers, directors, employees, agents, successors and permitted assigns (collectively, the "**Client Indemnified Parties**") from and against any and all suits, claims, proceedings and causes of action brought by a third party (each, a "**Claim**"), and all associated damages, liabilities, expenses, and/or losses, including reasonable legal expenses and reasonable attorneys' fees (collectively, "**Losses**"), incurred by a Client Indemnified Party to the extent arising out of or resulting from: (a) any breach by 374Water of any of representations, warranties, covenants or obligations set forth in the Agreement or a Work Order; or (b) any negligence or willful misconduct by 374Water, or its employees or agents, in the performance of a Work Order. Notwithstanding the foregoing, the indemnity obligations of 374Water shall be excused to the extent that such Losses arise out of a breach event by the City described in Section 6.2. 374Water's indemnity obligations are limited to the financial limitations provided in FS 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract, or any other theory of law, and shall not extend to any loss, cost, damage, claim or expense resulting from the acts of negligence of Client, or its agents or employees, but shall survive the termination of this Agreement.

6.2. By Client. Client shall indemnify and hold harmless 374Water and its Affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, the "**374Water Indemnified Parties**") from and against any and all Claims and Losses incurred by a 374Water Indemnified Party to the extent arising out of or resulting from Client's breach of any of its representations, warranties, covenants or obligations set forth in the Agreement or a Work Order. Notwithstanding the foregoing, the indemnity obligations of Client shall be

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excused to the extent that such Losses arise out of an event of breach or negligence by 374Water (or its employees or agents) described in Section 6.1. Client's indemnity obligations are limited to the financial limitations provided in FS 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract, or any other theory of law, and shall not extend to any loss, cost, damage, claim or expense resulting from the acts of negligence of 374Water, or its agents or employees, but shall survive the termination of this Agreement

6.3. Loss, Damage, and Delays. 374Water assumes the risk of all loss, theft, damage, and destruction to the System from all causes, except to the extent caused by the negligence or intentional misconduct of Client. Upon the occurrence of the actual or constructive total loss of the System, to such an extent as to make the repair thereof uneconomical or unfit for normal use (as 374Water may reasonably determine), then 374Water may, at its option, declare the System a "**Total Loss.**" Up to the limitation of liability contained in Section 7.2, in the event of a Total Loss or other loss or damage to the System caused in whole or in part by the negligence or intentional misconduct of the Client, Client shall pay or reimburse 374Water for the proportion of the loss or damage to the System caused by Client's negligence or intentional misconduct. Upon written notice to the other party, either party may terminate this Agreement in the event of any loss (including a Total Loss) or damage to the System which renders the System inoperable for a period exceeding thirty (30) days. Termination of this Agreement as a result of loss (including a Total Loss) or damage to the System shall not relieve Client from its obligation to make payment to 374Water for work actually and properly performed prior and up to the effective date of termination as well as the obligations for loss (including Total Loss) or damage payments set forth herein as applicable. Except as provided above, all other loss or theft to any or all of the System will be borne by 374Water. Except for the filing or making of insurance claims against policies required to be maintained by 374Water under this Agreement, 374Water is not obligated to undertake by litigation or otherwise the collection of any claim against any person for loss, damage, theft, or destruction, partial or complete, to any of the System, for any total or partial loss of use to Client.

6.4. Insurance.

6.4.1. During the Term, the Client as a Florida municipal governmental entity shall maintain a program of self-insurance as may be allowed under the laws of the State of Florida.

6.4.2. During the Term, 374Water will maintain (a) property insurance against the perils of physical loss, including those generally associated with "all risk" property insurance, flood, earth movement, and theft, in amounts sufficient to protect the System, (b) commercial general liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and an annual aggregate, combined single limits for bodily injury and property damage, (c) Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00), and (d) Worker's Compensation and Employer's Liability Insurance at the statutory amount. Property and commercial general liability insurance shall (a) name Client

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as an “additional insured” for claims arising out of this Agreement, 374Water’s provision of the Services, and 374Water’s occupation and use of the Facility and Site to install, operate, maintain, and remove the System; (b) be underwritten by insurers reasonably acceptable to Client; (c) contain a clause providing Client with at least thirty (30) days’ advance written notice of cancellation, nonrenewal, or material reduction of coverage, and (d) to waive all rights of subrogation against the City, its officers, elected officials, agents and employees. Upon Client’s request, 374Water shall provide Client with a copy of the endorsements affecting such coverage.

- 6.4.3. Damage to Client’s Facility and Site. Subject to the limitations set forth in Section 7 below, in the event that 374Water, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen) cause damage as a result of negligence or willful misconduct to the site or to Client’s Facility, 374Water, at its sole cost and expense, less any 374Water’s insurance proceeds which may be paid directly to the Client, shall promptly commence the restoration and repair of the same to as nearly as practical the original condition and grade and shall diligently pursue and cause the completion of the same within thirty (30) days after receiving written notice from Client of any such damage. The notice from Client shall specify the manner, design, and/or specifications of said restoration and repair work. If the work cannot reasonably be completed within said thirty (30) day period, the notice shall also provide the timeframe within which said work must be completed. In the event any required restoration and repair hereunder is not completed by 374Water within such thirty (30) day period, (or the period referenced in the notice) Client shall have the right to undertake all reasonably necessary restoration and repair itself and recover from 374Water, the reasonable actual, third-party out-of-pocket expenses incurred in connection therewith, less any 374Water’s insurance proceeds which may be paid directly to the Client. Notwithstanding the preceding terms, the Client may notify 374Water at any time during the restoration or repair work that it will complete the repair and restoration work and recover from 374Water, the actual, third party out of pocket expenses incurred in connection therewith, less any 374Water’s insurance proceeds which may be paid directly to Client. The provisions of this section shall expressly survive the termination of this Agreement.

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7.1. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO ANY LOST OPPORTUNITY DAMAGES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.5) ARISING OUT OF THIS AGREEMENT OR ANY OF THE ACTIVITIES CONTEMPLATED HEREUNDER, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, EXCEPT FOR CLAIMS COVERED BY INSURANCE POLICIES OF THE TYPE REQUIRED TO BE CARRIED BY 374WATER IN SECTION 6.4 FOR WHICH 374WATER SHALL BE LIABLE UP TO THE RESPECTIVE POLICY AMOUNTS SPECIFIED IN SECTION 6.3, IN NO EVENT SHALL 374WATER'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE SUM OF THE PAYMENTS ACTUALLY RECEIVED FROM CLIENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE ALLEGED DAMAGES. NOTWITHSTANDING THE PRECEDING SENTENCE, IF INSURANCE COVERAGE REQUIRED TO BE MAINTAINED BY 374WATER PURSUANT TO SECTION 6.3 FAILS TO COVER A CLAIM DUE TO THE FACT THAT 374WATER ALLOWED AN APPLICABLE POLICY TO LAPSE OR 374WATER OTHERWISE VIOLATED THE TERMS OF SUCH INSURANCE POLICY, 374WATER SHALL BE LIABLE UP TO THE POLICY COVERAGE AMOUNT.

7.2. EXCLUDING ONLY AMOUNTS OWED TO 374WATER FOR WORK PROPERLY PERFORMED UNDER AN EXECUTED WORK ORDER (OR AS A RESULT OF THE TERMINATION OF A WORK ORDER AS PROVIDED IN SECTION 5), IN NO EVENT SHALL CLIENT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THREE HUNDRED THOUSAND DOLLARS.

8. Use of Names; Publicity. Except (a) as permitted under Section 4, (b) as necessary to provide the System or perform the Services hereunder, or (c) as required by applicable law or the rules of any stock exchange on which the securities of a Party are traded, the Parties agree that they will obtain the other Party's prior written approval before using each other's name, symbols and/or marks in any form of publicity. Subject to compliance with Client's facility's policies and procedures regarding safety and operations, Client hereby grants permission to 374Water to bring third parties to Client's property to view the System during regular business hours (7:00 am to 5:00 pm) during which 374Water representatives are performing any operation or maintenance work on the System. The Parties shall use reasonable efforts to, promptly following the Effective Date, issue a mutually agreed-upon joint press release regarding the fact that the parties have entered into this Agreement.

9. Subcontractors. 374Water may delegate the performance of specific Services under a Work Order to a subcontractor, provided that 374Water shall be responsible for such subcontractor's compliance with terms of this Agreement applicable to their performance of the Services.

10. Independent Contractor. The Parties agree that 374Water is an independent contractor of Client under this Agreement, and that in no event shall an employer-employee, partnership, joint venture or principal-agent relationship be established between Client and

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374Water, nor between Client and any of 374Water's employees or subcontractors. Neither 374Water, nor anyone acting on its behalf, shall be empowered to act for, bind, or otherwise create or assume any obligation on behalf of Client.

11. Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received (i) on the date received if delivered by a reputable overnight delivery service, or (ii) three (3) days after the date postmarked if sent by first class, registered or certified mail, with return receipt requested. Notice given under this Section 11 shall be sent to the parties at the following addresses (or such other address as the applicable Party may provide by written notice). Unless stated otherwise, all notices and formal communications between the Parties under this Agreement shall be made in writing, and shall be delivered or sent to the addresses set forth below (each Party to promptly notify the other in the event of any changes to their address as set forth below):

If to 374Water:

374Water Systems, Inc
3710 Shannon Rd.
Suite 51877
Durham, NC 27717
Attn: Jeffrey M. Quick
E-mail: jq@374water.com
Copy: Sunny Viswanathan, Danny Suits
E-mails: sv@374water.com, ds@374water.com

If to Client:

City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, Florida 32801
Attn: David Billingsley, CPO
Facsimile: (407) 246-2869
Phone: (407) 246-2291

12. Miscellaneous

12.1. Headings; Interpretation. Any section or subsection headings are included solely for the convenience of the Parties and shall not be used in the interpretation of this Agreement. As used in this Agreement, the terms "including" and "includes" do not limit the generality of any description preceding such terms.

12.2. Entire Agreement. This Agreement, including the Appendices, Schedules, and Work Order(s) hereto, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, regarding the subject matter hereof. In the event of any conflict between this Agreement and any Work Order or other exhibit, this Agreement shall control, unless otherwise specifically provided in the relevant Work Order or exhibit.

12.3. Modification; Waiver. No provision of this Agreement (including the Work Orders or any exhibits) may be amended or modified unless agreed to in writing and signed by both Parties. The observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the Party against whom such waiver is sought.

12.4. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate, or in connection with the transfer or sale of all or substantially all of the business

MASTER SERVICES AND SYSTEM USE AGREEMENT

of such Party to which this Agreement relates, whether by merger, sale of stock or assets, consolidation, reorganization, change of control, or similar transaction; provided that the party to which this Agreement is so assigned expressly agrees in writing to assume and be bound by all obligations of the assigning Party under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and permitted assigns. No assignment shall relieve either Party of the performance of any accrued obligation that such Party may then have under this Agreement. Any purported assignment not in accordance with this Agreement shall be void and of no force and effect

12.5. Force Majeure. Neither Party will be responsible for any default under this Agreement by reason of strikes, riots, wars, acts of terrorism, fire, acts of God, labor disputes, supply chain shortages, acts in compliance with any Applicable Law, or any other cause beyond its reasonable control, provided that the affected Party shall promptly give notice thereof to the other Party, and shall take commercially reasonable steps to overcome the effects of such event as soon as possible, and such Party's delay in performance shall be excused only for the period of delay caused by such event. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract. This Section 12.5 shall not operate to excuse or delay the performance of any payment obligation.

12.6. Governing Law and Jurisdiction. The Parties will use commercially reasonable efforts to amicably resolve any dispute arising out of or relating to this Agreement through good faith negotiations. This Agreement will be governed by and construed in accordance with the laws of Florida, without giving effect to any choice of law provisions. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the state and federal courts located in Florida over any claim or matter arising out of or relating to this Agreement. As part of any action filed in a state or federal court (other than an emergency action to prevent a breach of confidentiality obligations or to prevent imminent loss of life or property), the parties hereby agree and commit to participate in a non-binding mediation process approved by the court having jurisdiction with a mediator certified or approved by that court system in a good faith effort to resolve any and all disputes prior to a trial. The Parties agree that service of process upon them in any such action may be made if delivered as required under Florida law.

12.7. Severability. The provisions of this Agreement shall be deemed severable, and if any provisions are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected, provided the surviving agreement materially comports with the Parties' original intent.

12.8. Counterparts. This Agreement may be executed in any number of counterparts (including counterparts transmitted by facsimile or by electronic mail in PDF format), each of which shall be deemed to be an original, but all of which taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

MASTER SERVICES AND SYSTEM USE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Orlando, Florida	374WATER SYSTEMS, INC.
By: _____ Name: <u>David Billingsley</u> Title: <u>Chief Procurement Officer</u>	By: _____ Name: <u>Jeffrey M. Quick</u> Title: <u>Interim Chief Executive Officer</u>

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Appendix 1 - Schedules

SCHEDULE 1 – SYSTEM DESIGN AND SITE PREPARATION

1. System Design Services.

- 1.1. Applicability. Any system design services ("**Design Services**") provided by 374Water shall be subject to the terms of the Agreement and this Schedule 1.
- 1.2. System Layout. 374Water will prepare a System Layout Drawing(s) ("**Drawing(s)**") and any required specifications of the System at the Client's location. The Drawing(s) will show the specific placement of the equipment, piping and utility connections, and other relevant features of the System needed to support Site Preparation by Client. 374Water shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Drawing(s) and any necessary specifications.
- 1.3. Pretreatment system: The Drawing(s) will define and include the layout of the sludge preprocessing and feed equipment ("Pretreatment").
- 1.4. Review and Acceptance. The Drawing(s) shall be subject to a review period of ten (10) working days during which Client shall perform appropriate reviews (including any Client-required compliance) of the Drawing(s) and any necessary specifications. Client shall promptly notify 374Water in writing during this ten (10) working day review period of any errors or discrepancies and the Parties agree to work together in good faith to correct any such errors or discrepancies. If the Client does not provide 374Water with any written notification of any errors or discrepancies within such a ten (10) working day period, then the Drawing(s) and any necessary specifications shall be deemed to have been accepted by Client on the eleventh (11th) working day following their provision to the Client.
- 1.5. Ownership. The Drawing(s) and any necessary specifications provided by 374Water for such Design Services shall be the property of Client upon full payment to 374Water by Client for the fees associated with the Design Services set forth in the applicable Work Order. For the avoidance of doubt, 374Water retains ownership of, and does not transfer any right, title, or interest in or to any intellectual property rights other than as expressly set forth in this Section 1.4.
- 1.6. Performance. 374Water will use commercially reasonable efforts to perform the Design Services in accordance with generally accepted industry and professional standards.

2. Site Preparation.

- 2.1. Permits. Client shall be responsible for any required permits to prepare the site for installation and operation of the System.

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- 2.2. Responsibility. Preparation of the Site to accommodate installation and operations of the System in accordance with the Drawing(s) and any necessary specifications provided by 374Water shall be the sole responsibility of Client. Client shall use commercially reasonable efforts to complete the Site preparation in accordance with the timeline set forth in the applicable Work Order.
- 2.3. Site Inspection. Client shall notify 374Water in writing when it believes that the Site preparation has been completed, and 374Water shall promptly thereafter inspect the Site for conformance to Drawing(s) and any necessary specifications provided to Client under the Design Services as set forth in Section 4.5 of the Agreement.

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SCHEDULE 2 – DELIVERY, INSTALLATION, COMMISSIONING, AND START UP

1. General.

- 1.1. Applicability. Any delivery, installation, commissioning, and startup services for the System provided by 374Water shall be subject to the terms of the Agreement and this Schedule 2.

2. Delivery.

- 2.1. Following Client's completion of the Site preparation in accordance with Schedule 1, as reasonably determined by 374Water, 374Water shall deliver the System, , in accordance with the timeframe specified in the applicable Work Order. For the avoidance of doubt, (a) 374Water shall have no obligation to deliver or install the System unless and until the Site preparation is completed in accordance with the terms of the Agreement and any applicable Schedule(s) and (b) ownership of and all rights to access and use the System shall at all times remain vested in 374Water.

3. Installation.

- 3.1. Following the delivery of the System as contemplated in Section 2 of this Schedule 2, 374Water shall install the System per any designs, drawings, or specifications, as approved by 374Water and the Client. Client personnel shall be on Site and available during the installation of the System.
- 3.2. Client will provide the necessary support, and access to, facilities as specified in the applicable Work Order at its expense and in accordance with the required timeframe set forth in such Work Order.
- 3.3. Client at Client's expense will provide the feedstock supply, electrical service, potable water service, reclaimed water service, and the sanitary sewer drain necessary for the System to operate. The specific utilities and types of connections will be defined in the Drawings prepared as part of Schedule 1.

4. Commissioning and Startup.

- 4.1. Following installation, the preliminary testing, inspection, and checkout of the System and ancillary equipment shall be performed by qualified representatives of 374Water using standard checklists and procedures.
- 4.2. The inspection and checkout will ensure equipment and components have been correctly installed; shall operate fully in the manner intended and are ready to perform its function as intended.
- 4.3. During commissioning, the necessary waste stream will be provided by the Client by way of the agreed upon Feed System. The required waste shall be within a percent solids range of 0.9 to 1.5 and shall be delivered at a feed rate of 10 to 20 gallons per minute. 374Water will operate the Pretreatment System to sufficiently screen and dewater the sludge to acceptable parameters. During the

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start-up period, 374Water shall collect feedstock and System effluent samples two times per day at least 8-hours apart and send the samples to a third-party laboratory to analyze the samples for pH, total solids (TS), volatile solids (VS), chemical oxygen demand (COD), alkalinity, TDS, and chlorides at least two times each day. Client may collect samples and perform analyses on the System liquid effluents.

MASTER SERVICES AND SYSTEM USE AGREEMENT**SCHEDULE 3 – OPERATIONS AND MAINTENANCE****1. General.**

- 1.1. Applicability. Any services provided by 374Water to Client during the term of the applicable Work Order ("**Operation Services**"), shall be subject to the terms of the Agreement and this Schedule 3.

2. Operation & Maintenance Services.

- 2.1. 374Water will commission and startup the System and then operate and maintain the System for up to three (3) months from the completion of Schedule 2 (the "**Schedule 3 Term**").
- 2.2. 374Water will operate and maintain the System 24 hours per day, 7 days per week for the duration of the Schedule 3 Term.
- 2.3. Except for Client's utility obligations under Section 3.3 of Schedule 1 and 4.3 of Schedule 2, 374Water will supply the necessary labor, equipment, and materials to perform the work in this schedule.
- 2.4. Client is responsible for providing a 6 wet tonnes per day feed of sludge to the System utilizing the agreed upon Feed System in accordance with the feed requirements set forth in Section 4.3 of Schedule 2. Client and 374Water will define the feed system in Schedule 1.
- 2.5. The performance targets set forth in Table 1 below are conditioned upon (1) Client's Site preparation obligations in accordance with Schedule 1 and (2) Client provides 374Water access to the Site in accordance with the term of this Agreement or Work Order; and (3) Client's provision of a feedstock supply that meets the specifications in the applicable Work Order therefore in its entirety, and (4) Client's collection and analysis of feedstock and effluent samples for the constituents following industry best practices. If the failure of the System to meet the applicable standards is the result of a failure to meet the conditions in either (1), (2), (3) or (4), then 374Water shall not be obligated to correct or remedy such defect under the Warranty.

Table 1. Performance Targets

Constituent	Target ppm
pH	5.5 to 10.5 S.U.
CBOD	<50 mg/L
TSS	<10 mg/L
NH3	<50 mg/L
TKN	<75 mg/L

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Constituent	Target ppm
NO3	<10 mg/L
PO4	<10 mg/L
Acetic Acid	<1000 mg/L

- 2.6.** Client will undertake an effluent sampling program for the constituents listed in Table 1 above. Client shall sample the combined mineral waste and distilled water effluent streams using a 24-hour composite sampler. Client may construct a sample collection container to capture the effluent streams for sampling. The composite sampler shall take four (4) samples per hour while the System is operating. The composite samples will be tested in the Client's laboratory. The samples will be both filtered and unfiltered and the results will be shared with 374Water at 374Water's request
- 2.7.** During the three (3) month period following completion of startup and commissioning of the System, 374Water agrees that the System will achieve a reliable and stable operation (excluding reasonable shutdowns and external events and circumstances beyond either the normal operation of the System or the control of Client) and will treat no less than 400 metric tons of the sludge specified in the applicable Work Order ("Performance Requirement"), in accordance with the below table indicating monthly targets:

Month	Minimum Treated Metric Tons
Month 1	106
Month 2	128
Month 3	166
TOTAL	400

Client's sole remedy for 374Water's failure to achieve such performance requirements shall be to request a refund of any pre-paid monthly fees for the Operation Services; provided, however, that EXCEPT AS SET FORTH ABOVE IN SECTION 2.7 OF THIS SCHEDULE 3, 374WATER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT.

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SCHEDULE 4 – DECOMMISSIONING, DISASSEMBLY, AND DEMOBILIZATION

1. General.

- a. Applicability. Any services provided by 374Water to Client during the term of the applicable Work Order ("**Decommissioning, Disassembly, and Demobilization**"), shall be subject to the terms of the Agreement and this Schedule 4.

2. Decommissioning.

- a. 374Water shall shut down the AirSCWO system and all ancillary systems in a safe manner using 374Water standard procedures. The System will be emptied and cleaned in place. All equipment in contact with untreated wastewater solids will be washed with process water, followed by potable water, prior to disassembly by 374Water. Wash Water will be discharged to the floor drain that returns it to the headworks.
- b. Client will disconnect the System from the feedstock supply, electrical service, potable water service, reclaimed water service, and the sanitary sewer drain. 374Water shall then stage equipment and materials for shipment. Client is responsible for site restoration, such as removal of concrete pad, and undoing any other site modification that were undertaken specifically for this project.
- c. 374Water will be responsible for arranging and removing the System and ancillaries from the Client's location and delivering it back to 374Water's location in accordance with the timeline contained in the applicable Work Order.

3. Disassembly.

- a. Following the Decommissioning of the System as contemplated in Section 2 of this Schedule 3 and in accordance with the Work Order, 374Water shall disassemble the System from the Client's site and infrastructure, as reasonably determined by 374Water and Client. Client personnel shall be on Site and available during the disassembly of the System.

4. Demobilization

- a. Following Disassembly, 374Water shall package and remove the System from the Client site in accordance with the Work Order.
- b. Client will provide storage of the decommissioned and disassembled System until 374Water arranges for shipment off site for a period not to exceed 90 days.

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Appendix 2 - WORK ORDER #1

This Work Order ("Work Order"), dated as of the Work Order Effective Date set forth below, is entered into by and between 374**Water Systems, Inc.** ("374Water") and **City of Orlando, FL ("Client")** in accordance with and subject to the terms of that certain Master Services and System Use Agreement (the "**Agreement**") dated January [__], 2024 between 374Water and Client. The Agreement, this Work Order (including attachments thereto), and the applicable Schedule(s) checked below shall constitute the entire agreement between the Parties for the Project set forth above. The capitalized terms used but not defined in this Work Order shall have the meanings given to them in the Agreement and/or the applicable Schedule.

An overview of the project to be conducted under this Work Order (the "**Project**") is summarized in the table below:

1. **Overview of Project.** Table 2, below, provides and overview of the Project:

Work Order for Client	
374Water Contact:	Danny Suits, Project Manager (562) 508-7375 ds@374water.com
Client Contact:	Alan Oyler, P.E., Project Manager II (407) 246-2573 alan.oyler@cityoforlando.net
Work Order Effective Date:	[____], 20[__]
Project [Description / Summary]:	<p>The project will encompass the treatment of wastewater sludge at the Iron Bridge Water Pollution Control Facility located at 601 Iron Bridge Cir, Oviedo, FL 32765. 374Water will mobilize, install, commission, startup an AirSCWO™ system at Iron Bridge and then operate and maintain the system to process up to six (6) metric tons of sludge per day for three (3) consecutive months. Upon completion of the operations and maintenance, 374Water will decommission, disassemble, and demobilize the system.</p> <p>The "System" will consist of an AirSCWO™ 6 unit, a sludge pretreatment system, a supplementary fuel supply and storage tank, water storage tanks, and connections to equipment, interconnection to site piping and wiring, excluding all connections made by Client during the site work.</p> <p>The Client will provide the quantity and quality of feedstock in accordance with this Work Order. 374Water will feed the AirSCWO™ 6 unit with the feedstock and treat it via supercritical water oxidation resulting in air emissions, distilled water, clean water (treated), and</p>

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	minerals. Distilled water will be stored in a tank and fed back to the AirSCWO™ 6 unit for use in the process. The treated water and minerals will be directly discharged to a floor drain that will return the water to the headworks of the plant.
Applicable Schedule(s)	<ul style="list-style-type: none"> • Schedule 1 – System Design and Site Preparation • Schedule 2 – Mobilization, Installation, Commissioning, and Startup • Schedule 3 – Operations and Maintenance • Schedule 4 – Decommissioning, Disassembly and Demobilization
Components(s) to be Purchased by Client to create the System:	None
Services to be Provided to Client:	Services as outlined in the Applicable Schedules.
Total Fees:	\$812,000

1.1. Client shall be responsible for providing 374Water with 24x7 free and safe access to Client's locations as necessary for 374Water to perform the Services in Appendix 1 for the term of the applicable Work Order. 374Water shall not be liable for delays for reasons beyond its reasonable control.

1.2. Client shall provide 374Water access to a Wi-Fi network for remote monitoring of the System and general Internet connectivity for on-site workers.

1.3. Client shall provide six (6) metric tonnes per day of homogenized sludge in accordance with Section 4.3 of Schedule 2.

2. **Projected Timeline.** Table 3, below, summarizes the estimated Project timeline and tasks:

Estimated Timeline	Tasks
Feb - April 2024	Schedule 1 – System Design and Site Preparation
May - July 2024	Schedule 2 – Mobilization, Installation, Commissioning, and Startup
Aug - Oct 2024	Schedule 3 – Operations and Maintenance

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Estimated Timeline	Tasks
Oct 2024	Schedule 4 – Decommissioning, Disassembly, and Demobilization

3. Pricing, Payment Terms & Schedule.

3.1. 374Water shall submit invoices to Client monthly based upon the work completed during the prior 30 days.

Table 4. Pricing by Task and Category

Task	Labor	Equipment, Materials, Lab Analysis	Travel, Accommodation , and Incidental Expenses	Shippin g	Total
Schedule 1 - System Design and Site Prep	\$45,000	\$0	\$7,000	\$0	\$52,000
Schedule 2 - Mob, Install, Commission, Startup	\$42,000	\$43,000	\$14,000	\$19,000	\$118,000
Schedule 3 - Operations & Maintenance	\$216,000	\$270,000	\$88,000	\$0	\$574,000
Schedule 4 - Demobilization	\$39,000	\$0	\$10,000	\$19,000	\$68,000
Totals	\$342,000	\$313,000	\$119,000	\$38,000	\$812,000

3.2. 374Water shall submit invoices to Client at the following address, with an electronic copy sent to the Client contact:

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Accounts Payable Section
City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, Florida 32801-3302

Attn: [REDACTED]
E-mail: [REDACTED]
Copy: [REDACTED]
E-mail: [REDACTED]

3.3. Client shall remit payment to 374Water at the following account:

US Check Remittance Address:	Wire Remittance:
374Water Systems, Inc 3710 Shannon Rd., Suite 51877 Durham, NC 27717 Federal Tax ID Number: 83-1298028	Beneficiary Bank: JPMorgan Chase New York, NY 10017 *Within US use ABA: 021000021 *International use SWIFT: N/A Beneficiary Name: 374Water Systems Inc. Beneficiary Account: 518857928

[Work Order Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have executed this Work Order effective as of the date first written above.

CITY OF ORLANDO, FLORIDA	374WATER SYSTEMS, INC.
By: _____ Name: David Billingsley Title: Chief Procurement Officer	By: _____ Name: Jeffrey M. Quick Title: Interim Chief Executive Officer

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Appendix 3 – Form of Change Order

CHANGE ORDER #[]¹ TO WORK ORDER #[]²

This Change Order, dated [], 20[]³ (the “**Change Order Effective Date**”) is entered into by and between **374Water Systems, Inc. (“374Water”)** and [] (“**Client**”) in accordance with and subject to the terms of that certain Work Order # [] (the “**Work Order**”) dated [], 20[]⁴ and that certain Master Sales and Services Agreement (the “**Agreement**”) dated January [], 2024 between 374Water and Client. The capitalized terms used but not defined in this Change Order shall have the meanings given to them in the Agreement and/or the applicable Schedule(s) and Work Order.

The parties wish to amend said Work Order as applicable and hereby agree as follows:

- 1 [].
- 2 [].
- 3 No term or condition other than the above shall be amended by this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order effective as of the date first written above.

City of Orlando, Florida	374WATER SYSTEMS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

¹ NTD: Insert the applicable sequential number
² NTD: Insert the applicable sequential number
³ NTD: Insert date.
⁴ NTD: Insert the Effective Date of the applicable Work Order.

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Appendix 4 – Federal and State Funding Provisions

1. Federal Funding. The City of Orlando has applied for a loan under the Clean Water State Revolving Fund administered by the State of Florida Department of Environmental Protection (“FDEP”) which will be used to pay 374Water Systems, Inc. (“374Water” or “contractor”) or reimburse the City of Orlando (“City”) for payments made to 374 Water under the agreement between 374Water and the City to which this Exhibit is attached (“Agreement”). In the provision or performance of all goods, services, work, or other matters performed or provided by 374Water or its subcontractors under the Agreement, the provisions of this Exhibit shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Agreement, the terms of this Exhibit shall control. 374Water shall comply with the terms and conditions of any federally funded subaward and/or loan agreement entered into between the City and FDEP.

2. Remedies. Provisions addressing termination for cause and convenience are included in the body of the Agreement. In addition, in the event of a breach or violation of the Agreement by 374Water, 374Water shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in Chapter 7 of the City Code.

3. Equal Employment Opportunity. 374Water shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled “Equal Employment Opportunity.” 374Water and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Agreement (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Agreement as if fully reproduced therein. Accordingly, in compliance with the regulation at 41 C.F.R. Part 60-1.4(b):

During the performance of this contract, 374Water (referred to below in this section as “contractor”) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the

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employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally

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assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, 374Water shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. If applicable as set forth above, 374Water (referred to below in this section as "contractor") shall comply with the following provisions:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition, for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid; and
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Access to Records. 374Water and its subcontractors agree to provide the State of Florida and its agencies

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and designees (including but not limited to FDEP and its designees), the State of Florida Chief Financial Officer, the State of Florida Auditor General, the City of Orlando, the United States Environmental Protection Agency, any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives (“Permitted Parties”) access to any books, documents, plans and specifications (including working copies and supplementary materials), papers, and records of the 374Water and its subcontractors which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts, and transcriptions. 374Water and its subcontractors agree to permit any of the foregoing Permitted Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 374Water and its subcontractors agree to provide the foregoing Permitted Parties access to administrative offices, construction sites, and other project work sites pertaining to the work being completed under the Agreement. The City and the 374Water acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Permitted Parties. These rights of access also include timely and reasonable access to the 374Water’s personnel for the purpose of interview and discussion related to such documents and information. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. The City and 374Water shall comply with the obligations contained in Section 20.055(5) of the Florida Statutes to cooperate with the State of Florida inspector general in any investigation, audit, inspection, review, or hearing. 374Water shall incorporate the requirement to comply with the obligations of Section 20.055(5) into all subcontracts.

6. Record Retention. Unless a different period is required by law (or the City otherwise notifies 374Water that such period is extended by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, a pass through entity, or the City as the sub-recipient of federal funds), 374Water and its subcontractors shall retain all records related to the Agreement for five (5) years after receipt of final payment under the Agreement (or five (5) years from the final loan amendment date between the City and FDEP, whichever is later) and all other pending matters related to the Agreement are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

7. Environment Regulations; Clean Air Act; Federal Water Pollution Control Act. If the Agreement is in excess of one hundred fifty thousand dollars (\$150,000.00), 374Water and its subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15). 374Water will report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to FDEP and the appropriate Regional Office of the Environmental Protection Agency (EPA). 374Water and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).

8. Energy Efficiency. 374Water and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. E-Verify Program. 374Water shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the 374Water during the term of the Agreement. In addition, 374Water shall require any subcontractors performing work or providing services pursuant to the Agreement to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The 374Water shall provide to the City, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage). 374Water further agrees that it will require each subcontractor that performs

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work under this Agreement to enroll and participate in the E-Verify Program on the same terms as 374Water. 374Water shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

10. Title VI Compliance. Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." 374Water, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

(i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and

(ii) it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The failure by the 374Water to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CITY deems appropriate as set forth below; and

(iii) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Agreement and the City shall have the right to immediately terminate the Agreement in whole or in part, without liability, or seek such other remedy(ies) as the City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. 374Water shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

11. Small, Minority, and Women's Business Enterprises. 374Water shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b)(1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

12. Debarment; Ineligibility. The Agreement may not be awarded to a party listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). By executing the Agreement, 374Water certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. 374Water shall not employ any subcontractor that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. 374Water shall include such requirement in writing in its subcontracts. In the event that 374Water or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, 374Water shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. 374Water and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content as set forth on

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Appendix I to this Exhibit.

13. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. 374Water shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

14. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. 374Water shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.

15. Lobbying (Byrd Anti-Lobbying Amendment – 31 U.S.C. 1352). 374Water shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities related to federal grants and contracts which requires each tier to certify to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. 374Water shall include such requirement in writing in its subcontracts. 374Water and its subcontractors shall execute and submit to the City prior to performing any work hereunder a lobbying certification in the form and content as set forth on Appendix II to this Exhibit.

16. Resource Conservation and Recovery Act of 1976. 374Water and its subcontractors in performing work pursuant to this Agreement shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976 (Solid Waste Disposal Act), as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), 374Water and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but 374Water and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. Accordingly, 374Water understands and agrees that:

- (1) In the performance of this Agreement, the 374Water shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. meeting contract performance requirements; or
 - c. at a reasonable price.

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- (2) Information about this requirement, along with the list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The 374Water also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

In addition to EPA designated items, 374Water certifies that if any other products are expressly specified in the Agreement by City to include a specified minimum content of recovered materials, 374Water and its subcontractors shall use at least the minimum amount so specified in the Agreement. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by 374Water or its subcontractors under this Agreement, 374Water shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.

17. American Materials Required for Public Use; Domestic Preference for Procurements. All unmanufactured and manufactured articles, materials and suppliers which are acquired for public use under the Agreement must have been produced in the United States as required under 41 U.S.C. 10a unless it would not be in the public interest or unreasonable in cost. The City of Orlando requires 374Water to comply with 2 CFR §200.322 "Domestic Preferences for Procurements" in providing goods and services to the City of Orlando and, as appropriate (taking into consideration such factors as, but not limited to total cost, quality, and availability) and to the extent consistent with law, provide a preference in its performance of this Agreement for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR §200.322 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States And "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Changes; Amendments. Notwithstanding any provision of the Agreement to the contrary and in addition to any other requirements that may be set forth in the Agreement, any amendment to the work to be performed, pricing, schedule of performance, or other terms and conditions of the Agreement must be approved in writing by the City.

19. Prohibition on Contracting for Covered Telecommunications Equipment or Services. 374Water shall comply with the prohibitions contained in 2 CFR §200.216 against procuring with federal assistance funds covered telecommunications equipment, including but not limited to any prohibitions on procuring equipment produced by Huawei Technologies Company and ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Public Records. 374Water shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF 374WATER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK,**

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**RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538,
400 S. ORANGE AVE., ORLANDO, FL 32801.**

21. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, “[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
 - b. Is engaged in business operations in Cuba or Syria.”

Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By execution of the Agreement 374Water certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, 374Water certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The City may terminate the Agreement if 374Water or any of those related entities of 374Water as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

22. State and Federal Law; Inclusion in Subcontracts. 374Water and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations, executive orders, licensing requirements, and EPA policies, procedures, and directives, governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform

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Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). 374Water shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers.

APPENDIX 4-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Contractor understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Contractor further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

CONTRACTOR:

Signature

Print Name and Title

Street Address

City, State, Zip

Date

MASTER SERVICES AND SYSTEM USE AGREEMENTInstructions for Certification:

1. By signing and submitting this certification, the Contractor (referred to hereinafter as prospective lower tier participant) is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this certification clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.

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APPENDIX 4-2

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date