EXHIBIT **A**

FORM OF LETTER OF ASSURANCE (LOA)

To: The Global Capacity Alliance (GCA)

Regarding: Licensing Declaration for GCA Standard(s)

1. MEMBER INFORMATION

- **Legal Entity Name:** V-Wire Inc. ("Member")
- **Representative Name & Title:** Jesse Gossett - CEO
- **GCA Working Group / Standard / Regulatory Submission:** ERCOT Technical & Commercial Committee ("Applicable Standard")

2. DECLARATION OF ESSENTIAL INTELLECTUAL PROPERTY RIGHTS (EIPR) *In accordance with Section 2 of the GCA Master Intellectual Property Rights (IPR) Policy, the Member hereby declares the following regarding its Essential Intellectual Property Rights (EIPR) for the Applicable Standard (Check one):*

- [X] **Option 1: Blanket FRAND Commitment (No Search Required).** The Member hereby declares that, without conducting a portfolio search, it commits to license any and all EIPR that it currently owns, or may own in the future, that are essential to the Applicable Standard, under the FRAND terms outlined in Section 3 below.
- [ ] **Option 2: Specific Patent Disclosure.** The Member hereby declares that it holds the following specific patents/patent applications that it believes may contain EIPR for the Applicable Standard, and commits them to the FRAND terms outlined in Section 3 below:
    - *Patent/Application Number(s):* _____

3. THE FRAND LICENSING COMMITMENT The Member hereby irrevocably declares that it will grant a non-exclusive, non-transferable, worldwide license to its EIPR to any implementing third party solely to comply with the Applicable Standard. Such license shall be granted on **Fair, Reasonable, and Non-Discriminatory (FRAND) terms, which may include a reasonable royalty or fee.**

- **Commercial Carve-Out:** The Member acknowledges that this commitment is strictly limited to the technical execution of the Applicable Standard. No license is granted or implied for proprietary software, secondary algorithms, or commercial execution platforms built atop the Standard.

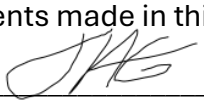
- **Defensive Suspension:** The Member retains the right to suspend this FRAND obligation toward any specific licensee that initiates a patent infringement action against the Member regarding the Applicable Standard, or who acts in Bad Faith (Willful Hold-Out) by refusing to negotiate a FRAND license or participate in binding arbitration. However, such suspension only relieves the Member of the obligation to license on FRAND terms; it does not nullify the absolute Injunction Waiver in Section 4.

4. REGULATORY SAFE HARBOR & INJUNCTION WAIVER To ensure global grid reliability and regulatory certainty, the Member explicitly waives its right to seek prohibitive or injunctive relief.

The Member irrevocably agrees that it will **never seek a Prohibitive Order** (including, but not limited to, interim/permanent court injunctions or exclusionary orders) to physically halt the operations, grid interactions, or SCED dispatch either (i) a GCA-certified implementer, or (ii) any market participant operating in compliance with an approved Regulatory Submission over an EIPR licensing dispute. This Injunction Waiver is absolute and survives even if the Member exercises its right to Defensive Suspension. The Member agrees its sole legal remedy for EIPR disputes shall be monetary damages and/or binding arbitration.

5. BINDING EFFECT & SUCCESSION The Member agrees that the commitments made in this LOA are irrevocable. If the Member transfers ownership of any EIPR covered by this LOA to a third party, the Member agrees to include this FRAND commitment and Injunction Waiver as a binding condition of the transfer. Furthermore, this LOA shall survive the Member's withdrawal, resignation, or termination from the GCA.

SIGNATURE I declare that I am legally authorized to bind the Member entity listed above to the commitments made in this Letter of Assurance.

Signature: 

Date: 12 October 2026