

SCADA SYSTEM UPGRADE AND MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of March 1, 2024 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Contractor")

and

Chevron U.S.A. Inc., a Pennsylvania corporation with its principal place of business at 6001 Bollinger Canyon Road, San Ramon, California 94583 ("Client")

RECITALS

WHEREAS, Client operates petroleum refining facilities requiring sophisticated supervisory control and data acquisition ("SCADA") systems for operational control and monitoring;

WHEREAS, Contractor specializes in industrial control system security solutions and SCADA system upgrades with integrated cybersecurity capabilities;

WHEREAS, Client desires to engage Contractor to upgrade, enhance, and maintain the SCADA systems at Client's Richmond Refinery located at 841 Chevron Way, Richmond, California 94801 (the "Facility");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1 ****Base Services.**** Contractor shall provide the following services:

- a) Upgrade existing SCADA infrastructure to DeepShield Platform version 4.2
- b) Install AI-driven threat detection modules
- c) Implement real-time monitoring and adaptive defense systems
- d) Configure maritime-specific security protocols
- e) Integrate with existing operational technology (OT) networks

2 ****Additional Services.**** Upon written request, Contractor shall provide:

- a) Custom security module development
- b) Staff training and certification
- c) Emergency response support
- d) System optimization services
- e) Compliance audit assistance

2. IMPLEMENTATION SCHEDULE

1 **Project Phases:**

- Phase I: System Assessment and Planning (45 days)
- Phase II: Core Infrastructure Upgrade (90 days)
- Phase III: Security Module Implementation (60 days)
- Phase IV: Testing and Validation (30 days)
- Phase V: Staff Training and Handover (15 days)

2 **Milestone Dates:**

- Project Commencement: April 1, 2024
- Phase I Completion: May 15, 2024
- Phase II Completion: August 13, 2024
- Phase III Completion: October 12, 2024
- Phase IV Completion: November 11, 2024
- Final System Acceptance: December 1, 2024

3. COMPENSATION

1 **Base Contract Price: \$4,750,000 USD**

2 **Payment Schedule:**

- 20% upon contract execution
- 25% upon Phase II completion
- 25% upon Phase III completion
- 20% upon Phase IV completion
- 10% upon final system acceptance

3 ****Additional Services:**** Billed at agreed rates in Exhibit A

4. WARRANTIES AND REPRESENTATIONS

1 Contractor warrants that all services shall be performed:

- a) In accordance with industry standards
- b) By qualified personnel
- c) In compliance with applicable laws and regulations
- d) Free from material defects for 12 months

2 Contractor represents that its solutions:

- a) Meet ISO/IEC 27001 standards
- b) Comply with NIST Cybersecurity Framework
- c) Satisfy API 1164 SCADA security requirements

5. CONFIDENTIALITY AND DATA SECURITY

1 Contractor shall:

- a) Maintain strict confidentiality of Client's information
- b) Implement appropriate data security measures
- c) Comply with Client's security protocols
- d) Report security incidents within 24 hours

2 All system access credentials shall be:

- a) Unique to each authorized user
- b) Changed every 90 days
- c) Stored in encrypted format
- d) Immediately revoked upon termination

6. LIMITATION OF LIABILITY

1 Contractor's aggregate liability shall not exceed:

- a) Contract value for direct damages
- b) \$10,000,000 for cyber incidents
- c) Insurance coverage limits in Section 7

2 Neither party shall be liable for consequential damages

7. INSURANCE

1 Contractor shall maintain:

- a) Commercial General Liability: \$5,000,000
- b) Professional Liability: \$10,000,000
- c) Cyber Liability: \$15,000,000
- d) Workers' Compensation: Statutory limits

8. TERM AND TERMINATION

1 ****Term:**** 36 months from Effective Date

2 ****Termination Rights:****

- a) For cause with 30 days' notice
- b) For convenience with 90 days' notice
- c) Immediate termination for security breach

9. GOVERNING LAW AND DISPUTE RESOLUTION

1 This Agreement shall be governed by California law

2 Disputes shall be resolved through:

- a) Good faith negotiation (30 days)
- b) Mediation in San Francisco
- c) Binding arbitration under AAA rules

SIGNATURES

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

DEEPSHIELD SYSTEMS, INC.

By:

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date:

CHEVRON U.S.A. INC.

By:

Name:

Title:

Date:

EXHIBITS

Exhibit A: Rate Schedule for Additional Services

Exhibit B: Technical Specifications

Exhibit C: Service Level Agreement

Exhibit D: Security Requirements

Exhibit E: Implementation Timeline