

PORT FACILITY SECURITY AND CYBERSECURITY SERVICES AGREEMENT

THIS PORT FACILITY SECURITY AND CYBERSECURITY SERVICES AGREEMENT (the "Agreement") is made and entered into as of January 1, 2023 (the "Effective Date"), by and between:

THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, a political subdivision of the State of Louisiana ("Port Authority"), with its principal place of business at 1350 Port of New Orleans Place, New Orleans, LA 70130

and

DEEPSHIELD SYSTEMS, INC., a Delaware corporation ("Contractor"), with its principal place of business at 2200 Technology Drive, Suite 400, Wilmington, DE 19810

RECITALS

WHEREAS, Port Authority operates critical maritime infrastructure requiring advanced cybersecurity protection for its operational technology (OT) environments and industrial control systems;

WHEREAS, Contractor specializes in providing industrial cybersecurity solutions and has developed proprietary technology for protecting maritime and port facility operations;

WHEREAS, Port Authority desires to engage Contractor to provide comprehensive cybersecurity services for its facilities, and Contractor desires to provide such services under the terms and conditions set forth herein;

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

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

2 "Port Facilities" means all maritime terminals, gates, berths, warehouses, and related infrastructure operated by Port Authority within the Port of New Orleans.

3 "Services" means the cybersecurity services described in Exhibit A, including OT network monitoring, threat detection, incident response, and related professional services.

2. SCOPE OF SERVICES

1 Contractor shall provide the Services described in Exhibit A for Port Authority's operational technology environments and industrial control systems at the Port Facilities.

2 Contractor shall deploy its proprietary DeepShield Maritime Security Platform(TM) to provide continuous monitoring and protection of Port Authority's critical infrastructure systems.

3 Contractor shall maintain 24/7 security operations center (SOC) support dedicated to Port Authority's environment.

3. TERM AND TERMINATION

1 The initial term of this Agreement shall be twelve (12) months commencing on the Effective Date, unless earlier terminated as provided herein.

2 This Agreement may be renewed for additional twelve (12) month terms upon mutual written agreement of the parties.

3 Either party may terminate this Agreement upon thirty (30) days written notice in the event of a material breach by the other party that remains uncured during such notice period.

4. COMPENSATION

1 Port Authority shall pay Contractor the fees set forth in Exhibit B for the Services.

2 Contractor shall invoice Port Authority monthly in arrears for Services performed.

3 Payment terms are net thirty (30) days from receipt of invoice.

5. CONTRACTOR OBLIGATIONS

1 Contractor shall:

(a) Provide Services in a professional manner consistent with industry standards

- (b) Maintain required certifications and compliance with applicable regulations
- (c) Promptly report security incidents affecting Port Facilities
- (d) Provide monthly service level reports as specified in Exhibit C
- (e) Maintain adequate insurance coverage as specified in Section 8

6. PORT AUTHORITY OBLIGATIONS

1 Port Authority shall:

- (a) Provide Contractor necessary access to Port Facilities
- (b) Designate primary points of contact for operational matters
- (c) Promptly report suspected security incidents
- (d) Maintain baseline security controls as specified in Exhibit D

7. CONFIDENTIALITY

1 Each party shall protect the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information.

2 Neither party shall disclose Confidential Information except to employees and contractors with a need to know who are bound by confidentiality obligations.

8. INSURANCE

1 Contractor shall maintain in force during the term:

- (a) Commercial General Liability: \$5,000,000 per occurrence
- (b) Cyber Liability: \$10,000,000 per claim
- (c) Professional Liability: \$5,000,000 per claim
- (d) Workers' Compensation: As required by law

9. LIMITATION OF LIABILITY

1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

2 CONTRACTOR'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE 12

MONTHS PRECEDING THE CLAIM.

10. GENERAL PROVISIONS

1 This Agreement shall be governed by Louisiana law.

2 Any disputes shall be resolved in the courts of Orleans Parish, Louisiana.

3 Neither party may assign this Agreement without the other party's written consent.

4 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

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

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

By: _

Name: Brandy D. Christian

Title: President and CEO

Date: _

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: _

[Exhibits A-D to be attached]