

PORT OF LONG BEACH SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (the "Agreement") is made and entered into as of December 15, 2023 (the "Effective Date"), by and between:

THE PORT OF LONG BEACH, a municipal corporation operating under the City of Long Beach, California ("Port Authority")

and

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at 2100 Ocean Boulevard, Suite 500, Long Beach, CA 90802 ("Contractor")

RECITALS

WHEREAS, the Port Authority requires comprehensive cybersecurity and operational technology protection services for its maritime infrastructure and industrial control systems;

WHEREAS, Contractor specializes in providing advanced industrial cybersecurity solutions and critical infrastructure protection services; and

WHEREAS, the Port Authority desires to engage Contractor to provide such services, and Contractor desires to provide such services to the Port Authority, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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 specifications, security protocols, network architecture, and operational procedures.

2 "Services" means the cybersecurity and infrastructure protection services described in Exhibit A.

3 "Port Infrastructure" means all operational technology systems, industrial control systems, SCADA networks, and related maritime infrastructure operated by the Port Authority.

2. SCOPE OF SERVICES

1 Contractor shall provide the Services described in Exhibit A, including:

- (a) Real-time monitoring of Port Infrastructure
- (b) Threat detection and response
- (c) System hardening and vulnerability assessment
- (d) Incident response and recovery support
- (e) Regular security audits and compliance reporting

2 Contractor shall maintain staffing levels sufficient to provide 24/7/365 monitoring and response capabilities.

3. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years.

2 Renewal. The Agreement may be renewed for two (2) additional one-year terms upon mutual written agreement.

3 Termination for Convenience. The Port Authority may terminate this Agreement upon ninety (90) days' written notice.

4. COMPENSATION

1 Service Fees. The Port Authority shall pay Contractor according to the fee schedule in Exhibit B.

2 Payment Terms. Invoices shall be submitted monthly and paid within thirty (30) days of receipt.

3 Annual Adjustment. Fees may be adjusted annually based on the Consumer Price Index, not to exceed 3% per year.

5. PERFORMANCE STANDARDS

1 Service Level Agreements. Contractor shall meet or exceed the service levels specified in Exhibit C.

2 Compliance. Services shall comply with all applicable federal, state, and local regulations, including:

- (a) Maritime Transportation Security Act (MTSA)
- (b) NIST Cybersecurity Framework
- (c) California Consumer Privacy Act (CCPA)

6. SECURITY REQUIREMENTS

1 Personnel Security. All Contractor personnel shall:

- (a) Pass background checks
- (b) Maintain required security clearances
- (c) Complete annual security training

2 Data Protection. Contractor shall:

- (a) Encrypt all data in transit and at rest
- (b) Maintain secure access controls
- (c) Implement multi-factor authentication
- (d) Conduct regular security assessments

7. INTELLECTUAL PROPERTY

1 Port Authority Materials. All data, documentation, and materials provided by the Port Authority remain its exclusive property.

2 Contractor Technology. Contractor retains all rights to its proprietary technology, including the DeepShield Security Platform.

8. INDEMNIFICATION AND INSURANCE

1 Indemnification. Contractor shall indemnify and hold harmless the Port Authority from any claims arising from Contractor's negligence or misconduct.

2 Insurance. Contractor shall maintain:

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

9. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care as its own confidential information, but no less than reasonable care.

2 Confidentiality obligations survive termination of this Agreement for five (5) years.

10. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without prior written consent.

2 Governing Law. This Agreement is governed by California law.

3 Dispute Resolution. Disputes shall be resolved through mandatory mediation before litigation.

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

PORT OF LONG BEACH

By:

Name: Mario Cordero

Title: Executive Director

Date:

DEEPSHIELD SYSTEMS, INC.

By:

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date:

[Exhibits A, B, and C to be attached]