ANTWERP PORT AUTHORITY SECURITY IMPLEMENTATION CONTRACT

THIS SECURITY IMPLEMENTATION CONTRACT (the "Agreement") is made and entered into as of March 1, 2024 (the "Effective Date")

BY AND BETWEEN:

ANTWERP PORT AUTHORITY, a public autonomous company established under Belgian law, having its registered office at Zaha Hadidplein 1, 2030 Antwerp, Belgium ("Port Authority")

AND

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at 2100 Cybersecurity Drive, Suite 400, Boston, MA 02110, USA ("Contractor")

RECITALS

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

WHEREAS, the Contractor specializes in industrial control system security solutions and has developed proprietary technology for protecting maritime and port infrastructure;

WHEREAS, the Port Authority desires to engage the Contractor to implement comprehensive security systems for its operational infrastructure, and the Contractor desires to provide such services;

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

1. DEFINITIONS

1 "Critical Systems" means the Port Authority's operational technology infrastructure, including but not limited to SCADA systems, terminal operating systems, vessel traffic services, and related control systems.

2 "DeepShield Platform" means Contractor's proprietary industrial cybersecurity platform and associated software components.

3 "Implementation Services" means the services described in Schedule A, including system deployment, configuration, testing, and training.

4 "Security Incident" means any actual or suspected unauthorized access, disclosure, or breach of Critical Systems.

2. SCOPE OF SERVICES

1 Implementation Services. Contractor shall provide the Implementation Services in accordance with Schedule A and the project timeline set forth in Schedule B.

2 System Configuration. Contractor shall configure the DeepShield Platform to:

(a) Monitor all Critical Systems in real-time

(b) Detect and respond to anomalous behavior

(c) Protect against cyber threats specific to maritime operations

(d) Generate compliance reports for relevant maritime security standards

3 Training. Contractor shall provide comprehensive training to Port Authority personnel as specified in Schedule C.

3. COMPENSATION AND PAYMENT

1 Implementation Fees. Port Authority shall pay Contractor 4,750,000 for the Implementation Services according to the following schedule:

(a) 30% upon contract execution

(b) 40% upon system deployment completion

(c) 30% upon final acceptance

2 Annual Maintenance. Following implementation, Port Authority shall pay annual maintenance fees as specified in Schedule D.

4. SECURITY REQUIREMENTS

1 Compliance. Contractor shall comply with:

(a) EU General Data Protection Regulation

(b) Belgian National Maritime Security Requirements

(c) International Ship and Port Facility Security Code

(d) Port Authority's Internal Security Policies

2 Security Incidents. Contractor shall:

(a) Notify Port Authority within 2 hours of discovering any Security Incident

(b) Provide detailed incident reports within 24 hours

(c) Assist in incident response and remediation

5. WARRANTIES AND REPRESENTATIONS

1 Contractor warrants that:

(a) Implementation Services will be performed in a professional manner

(b) DeepShield Platform will function as specified in Schedule E

(c) All personnel will have required security clearances

(d) Solutions will maintain compatibility with Port Authority systems

2 Security Warranty. Contractor warrants that the implemented security solutions will provide protection against known maritime cybersecurity threats for the warranty period specified in Schedule F.

6. INTELLECTUAL PROPERTY

1 Ownership. Contractor retains all intellectual property rights in the DeepShield Platform.

2 License Grant. Contractor grants Port Authority a non-exclusive license to use the DeepShield Platform for its internal operations.

7. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information, but no less than reasonable care.

2 Security Architecture Details. All information regarding Port Authority's security infrastructure shall be classified as Strictly Confidential.

8. LIMITATION OF LIABILITY

1 Contractor's aggregate liability shall not exceed the total implementation fees paid.

2 Neither party shall be liable for indirect, consequential, or punitive damages.

9. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and continue for five (5) years.

2 Termination. Either party may terminate for material breach upon 30 days' written notice if such breach remains uncured.

10. GENERAL PROVISIONS

1 Governing Law. This Agreement shall be governed by Belgian law.

2 Dispute Resolution. Any disputes shall be resolved in the Courts of Antwerp.

3 Force Majeure. Neither party shall be liable for delays due to circumstances beyond reasonable control.

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

ANTWERP PORT AUTHORITY

By: _
Name: Jacques Van der Meer
Title: Chief Executive Officer
Date: _

DEEPSHIELD SYSTEMS, INC.

By: _
Name: Dr. Marcus Chen
Title: Chief Executive Officer
Date: _

[Schedules A-F to be attached]