

EQUINOR NORTH SEA ASSETS PROTECTION AGREEMENT

THIS EQUINOR NORTH SEA ASSETS PROTECTION AGREEMENT (the "Agreement") is made and entered into as of February 1, 2024 (the "Effective Date"), by and between:

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at 2200 Innovation Way, Cambridge, Massachusetts 02142 ("DeepShield" or "Service Provider")

and

EQUINOR ASA, a Norwegian public limited company with its registered office at Forusbeen 50, 4035 Stavanger, Norway ("Equinor" or "Client")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS, Equinor operates critical offshore infrastructure assets in the North Sea, including but not limited to drilling platforms, subsea installations, and associated operational technology systems (the "Protected Assets");

WHEREAS, DeepShield provides advanced industrial control system security solutions and specialized maritime infrastructure protection services;

WHEREAS, Equinor desires to engage DeepShield to provide comprehensive cybersecurity protection services for the Protected Assets, and DeepShield desires to provide such services;

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 specifications, operational data, security protocols, and proprietary technologies.

2 "DeepShield Technology" means Service Provider's proprietary deep-layer security architecture, including all software, hardware, algorithms, and related documentation.

3 "Security Services" means the comprehensive cybersecurity protection services described in

Exhibit A, including continuous monitoring, threat detection, incident response, and system hardening.

4 "Service Level Agreement" or "SLA" means the service level requirements specified in Exhibit B.

2. SCOPE OF SERVICES

1 Service Provider shall implement and maintain its DeepShield Technology to protect the Protected Assets in accordance with the specifications set forth in Exhibit A.

2 Service Provider shall provide 24/7 monitoring and incident response services through its Security Operations Center (SOC).

3 Service Provider shall conduct quarterly security assessments and provide detailed reports to Client.

4 Service Provider shall maintain compliance with ISO 27001, IEC 62443, and other relevant security standards.

3. CLIENT OBLIGATIONS

1 Client shall provide Service Provider with necessary access to Protected Assets and supporting documentation.

2 Client shall designate primary and secondary points of contact for operational coordination.

3 Client shall promptly notify Service Provider of any suspected security incidents or anomalies.

4 Client shall maintain appropriate physical security measures for all Protected Assets.

4. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years.

2 Either Party may terminate this Agreement:

(a) Upon ninety (90) days' written notice to the other Party

(b) Immediately upon material breach by the other Party that remains uncured for thirty (30) days

(c) Immediately upon the other Party's insolvency or bankruptcy

5. FEES AND PAYMENT

- 1 Client shall pay Service Provider annual fees as specified in Exhibit C.
- 2 Additional services beyond the scope specified in Exhibit A shall be charged at rates specified in Exhibit C.
- 3 Invoices shall be paid within thirty (30) days of receipt.

6. INTELLECTUAL PROPERTY

- 1 Service Provider retains all rights, title, and interest in the DeepShield Technology.
- 2 Client retains all rights, title, and interest in its Protected Assets and operational data.
- 3 Each Party shall retain exclusive ownership of its pre-existing intellectual property.

7. CONFIDENTIALITY

- 1 Each Party shall protect the other Party's Confidential Information with at least the same degree of care used to protect its own confidential information.
- 2 Confidentiality obligations shall survive termination of this Agreement for five (5) years.

8. WARRANTIES AND LIMITATIONS

- 1 Service Provider warrants that:
 - (a) Services will be performed in a professional manner
 - (b) DeepShield Technology will perform substantially as specified
 - (c) Services will comply with applicable laws and regulations
- 2 EXCEPT AS EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. INDEMNIFICATION

- 1 Service Provider shall indemnify Client against third-party claims arising from:
 - (a) Service Provider's gross negligence or willful misconduct
 - (b) Service Provider's breach of this Agreement

(c) Infringement of third-party intellectual property rights

2 Client shall indemnify Service Provider against third-party claims arising from:

(a) Client's use of the Services in violation of this Agreement

(b) Client's breach of this Agreement

10. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE CLAIM.

11. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of England and Wales.

2 Any disputes shall be resolved through binding arbitration in London under ICC rules.

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

4 This Agreement constitutes the entire agreement between the Parties.

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:

EQUINOR ASA

By:

Name:

Title:

Date: