

CAPE TOWN HARBOR SECURITY IMPLEMENTATION AGREEMENT

THIS SECURITY IMPLEMENTATION AGREEMENT (the "Agreement") is made and entered into as of March 15, 2024 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Cybersecurity Drive, Suite 400, Boston, Massachusetts 02110, USA ("DeepShield")

AND

Cape Town Port Authority, a statutory body established under the National Ports Act of South Africa, with its principal office at Port of Cape Town, South Arm Road, Cape Town, 8001, South Africa ("Port Authority")

RECITALS

WHEREAS, the Port Authority operates and maintains the Port of Cape Town, a critical maritime infrastructure facility requiring advanced cybersecurity protection for its operational technology systems;

WHEREAS, DeepShield specializes in industrial control system security solutions and maritime infrastructure protection;

WHEREAS, the Port Authority desires to engage DeepShield to implement comprehensive cybersecurity measures for the harbor's operational technology infrastructure;

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

1. DEFINITIONS

1 "Critical Systems" means the Port's operational technology infrastructure, including but not limited to vessel traffic management systems, cargo handling equipment, access control systems, and SCADA networks.

2 "Implementation Services" means the security services described in Exhibit A, including system assessment, architecture design, deployment, testing, and validation.

3 "Security Platform" means DeepShield's proprietary maritime security solution, including all software, hardware, and related documentation.

2. SCOPE OF SERVICES

1 DeepShield shall:

- (a) Conduct comprehensive security assessment of Critical Systems
- (b) Design and implement custom security architecture
- (c) Deploy real-time monitoring and threat detection systems
- (d) Establish incident response protocols
- (e) Provide system documentation and training

2 Implementation Timeline:

Phase 1: Assessment and Design (90 days)

Phase 2: Core Implementation (180 days)

Phase 3: Testing and Validation (60 days)

3. COMPENSATION

1 Implementation Fee: USD 4,750,000, payable as follows:

- (a) 30% upon contract execution
- (b) 40% upon completion of Phase 1
- (c) 30% upon final system acceptance

2 Annual Maintenance Fee: USD 875,000, commencing upon system acceptance

4. INTELLECTUAL PROPERTY

1 DeepShield retains all intellectual property rights in the Security Platform, including any customizations developed for the Port Authority.

2 Port Authority receives a non-exclusive, non-transferable license to use the Security Platform for its internal operations.

5. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care used to protect its

own confidential information, but no less than reasonable care.

2 Security-sensitive information shall be classified according to the Port Security Information Classification Protocol (Exhibit B).

6. WARRANTIES AND LIMITATIONS

1 DeepShield warrants that:

- (a) Services will be performed in a professional manner
- (b) Security Platform will substantially conform to specifications
- (c) Implementation will comply with applicable maritime security regulations

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, DEEPSHIELD MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

7. INDEMNIFICATION

1 DeepShield shall indemnify Port Authority against third-party claims arising from:

- (a) Security Platform patent or copyright infringement
- (b) Gross negligence or willful misconduct
- (c) Breach of confidentiality obligations

8. TERM AND TERMINATION

1 Initial Term: Five (5) years from the Effective Date

2 Renewal: Automatic two-year renewals unless terminated with 180 days' notice

3 Termination for Cause: Either party may terminate for material breach upon 30 days' written notice and opportunity to cure

9. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by the laws of South Africa.

2 Any disputes shall be resolved in the High Court of South Africa (Cape Town Division).

EXECUTION

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: _

CAPE TOWN PORT AUTHORITY

By: _

Name: _

Title: _

Date: _

[Exhibits A and B to follow]