

GULF COAST TERMINAL SECURITY AGREEMENT

THIS GULF COAST TERMINAL SECURITY AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Technology Drive, Houston, Texas 77002 ("Provider"), and Gulf Coast Terminal Operations, LLC, a Texas limited liability company with its principal place of business at 15 Port Authority Boulevard, Galveston, Texas 77550 ("Customer").

RECITALS

WHEREAS, Provider is engaged in the business of providing industrial cybersecurity and critical infrastructure protection solutions;

WHEREAS, Customer operates maritime terminal facilities requiring advanced operational technology security protection; and

WHEREAS, Customer desires to engage Provider to implement and maintain comprehensive security systems for its Gulf Coast terminal operations, and Provider 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 specifications, security protocols, network architecture, and operational procedures.

2 "Critical Systems" means Customer's operational technology infrastructure, including SCADA systems, industrial control systems, and related network components essential to terminal operations.

3 "Security Services" means the comprehensive security solutions provided by Provider, including:

- (a) Deep-layer security architecture implementation
- (b) Real-time threat monitoring and detection
- (c) Incident response and mitigation
- (d) System hardening and vulnerability assessment

(e) Security maintenance and updates

2. SCOPE OF SERVICES

1 Provider shall implement its proprietary DeepShield Maritime Security Platform(TM) across Customer's Critical Systems.

2 Provider shall maintain 24/7 monitoring and threat detection services through its Security Operations Center.

3 Provider shall conduct quarterly security assessments and provide detailed reports to Customer's designated security officer.

4 Provider shall respond to security incidents according to the response protocols specified in Exhibit A.

3. IMPLEMENTATION AND MAINTENANCE

1 Initial Implementation

(a) Provider shall complete initial system deployment within 90 days of the Effective Date

(b) Implementation shall follow the project plan detailed in Exhibit B

(c) Customer shall provide necessary access and cooperation during implementation

2 Ongoing Maintenance

(a) Provider shall perform system updates during approved maintenance windows

(b) Regular maintenance shall not disrupt terminal operations

(c) Emergency maintenance procedures shall follow protocols in Exhibit C

4. SERVICE LEVELS AND PERFORMANCE STANDARDS

1 Provider shall maintain 99.9% system uptime for security monitoring services.

2 Provider shall respond to critical security alerts within 15 minutes.

3 Provider shall resolve critical security incidents according to the timeline specified in Exhibit D.

5. FEES AND PAYMENT

1 Customer shall pay Provider according to the fee schedule in Exhibit E.

2 Implementation fees shall be paid as follows:

- (a) 30% upon contract execution
- (b) 40% upon system deployment
- (c) 30% upon final acceptance

3 Monthly maintenance fees shall be paid net 30 days from invoice date.

6. CONFIDENTIALITY AND DATA PROTECTION

1 Each party shall protect Confidential Information using at least the same degree of care used to protect its own confidential information.

2 Provider shall comply with all applicable data protection regulations and industry standards.

3 Provider shall maintain SOC 2 Type II certification throughout the term of this Agreement.

7. 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 for cause upon 30 days written notice and opportunity to cure.

3 Upon termination, Provider shall:

- (a) Transfer all security monitoring to Customer or its designee
- (b) Return or destroy all Confidential Information
- (c) Provide transition assistance for up to 90 days

8. LIMITATION OF LIABILITY

1 Provider's aggregate liability shall not exceed the amounts paid by Customer in the 12 months preceding the claim.

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

9. INSURANCE

1 Provider shall maintain insurance coverage as specified in Exhibit F.

2 Provider shall name Customer as additional insured on relevant policies.

10. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of the State of Texas.

2 Any disputes shall be resolved in the state or federal courts located in Harris County, Texas.

3 This Agreement may be amended only by written instrument signed by both 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:

GULF COAST TERMINAL OPERATIONS, LLC

By:

Name:

Title:

Date: