AUSTRALIAN MARITIME SAFETY AUTHORITY SERVICE CONTRACT

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

BETWEEN:

Australian Maritime Safety Authority, a statutory authority established under the Australian Maritime Safety Authority Act 1990 (Cth), with its principal office at 82 Northbourne Avenue, Braddon ACT 2612, Australia ("AMSA")

AND

DeepShield Systems, Inc., a Delaware corporation with its principal office at 2100 Pennsylvania Avenue NW, Suite 800, Washington, DC 20037, United States ("Contractor")

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party relating to their business operations, technical systems, security protocols, and proprietary technology.

2 "Critical Infrastructure Systems" means AMSA's operational technology (OT) environments, including but not limited to vessel traffic services (VTS) systems, maritime safety communications networks, and navigational aid infrastructure.

3 "Services" means the cybersecurity monitoring, threat detection, and protection services provided by Contractor as detailed in Schedule A.

4 "System" means Contractor's proprietary DeepShield Maritime(TM) cybersecurity platform and associated software components.

2. SCOPE OF SERVICES

1 Contractor shall provide comprehensive industrial cybersecurity services for AMSA's Critical Infrastructure Systems, including:

(a) Continuous OT network monitoring and anomaly detection

(b) Real-time maritime threat intelligence and analysis

(c) Automated incident response and system hardening

(d) Specialized protection for subsea infrastructure components

(e) Regular security assessments and compliance reporting

2 Service delivery shall conform to the specifications and service levels detailed in Schedule A.

3. TERM AND RENEWAL

1 This Agreement shall commence on the Effective Date and continue for an initial term of thirty-six (36) months.

2 AMSA may renew this Agreement for two (2) additional twelve-month periods upon written notice at least sixty (60) days prior to expiration.

4. FEES AND PAYMENT

1 AMSA shall pay Contractor the following fees:

- Initial deployment fee: AUD 450,000

- Annual service fee: AUD 875,000

- Additional services as specified in Schedule B

2 Fees shall be invoiced quarterly in advance and paid within thirty (30) days of invoice date.

5. CONTRACTOR OBLIGATIONS

1 Contractor shall:

(a) Maintain ISO 27001 certification and compliance with Australian government security standards

(b) Provide 24/7 security operations center support

(c) Deploy and maintain System updates and security patches

(d) Report security incidents within timeframes specified in Schedule C

(e) Maintain comprehensive documentation of all security controls

6. AMSA OBLIGATIONS

1 AMSA shall:

(a) Provide necessary access to Critical Infrastructure Systems

(b) Maintain baseline security controls as specified in Schedule D

(c) Promptly report suspected security incidents

(d) Designate primary and backup technical contacts

(e) Participate in quarterly security reviews

7. DATA SECURITY AND PRIVACY

1 Contractor shall comply with:

- Privacy Act 1988 (Cth)

- Security of Critical Infrastructure Act 2018 (Cth)

- AMSA's Information Security Policy

- Additional requirements in Schedule E

2 All data processing shall occur within Australian territory unless explicitly authorized by AMSA.

8. INTELLECTUAL PROPERTY

1 Contractor retains all rights to the System and associated technology.

2 AMSA retains all rights to its data and Critical Infrastructure Systems.

3 Neither party acquires rights to the other's pre-existing intellectual property.

9. LIMITATION OF LIABILITY

1 Contractor's aggregate liability shall not exceed the greater of:

(a) AUD 5,000,000; or

(b) Fees paid in the preceding 12 months

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

10. TERMINATION

1 Either party may terminate this Agreement:

(a) For material breach, with 30 days' written notice

(b) Immediately for insolvency or bankruptcy

(c) For convenience with 90 days' written notice

2 Upon termination, Contractor shall:

(a) Cease providing Services

(b) Return or destroy AMSA's Confidential Information

(c) Provide transition assistance for up to 60 days

11. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of the Australian Capital Territory.

2 Disputes shall be resolved through mediation before litigation.

3 Neither party may assign this Agreement without written consent.

4 Amendments must be in writing and signed by both parties.

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

AUSTRALIAN MARITIME SAFETY AUTHORITY

By: _

Name: Michael Thompson

Title: Chief Information Officer

Date: _

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: _

[Schedules A-E to be attached]