

INDUSTRIAL OPERATIONS WARRANTY DOCUMENT

DeepShield Systems, Inc.

Effective Date: January 15, 2024

1. DEFINITIONS

1. "Company" means DeepShield Systems, Inc., a Delaware corporation.
2. "Products" means the Company's industrial control system (ICS) security solutions, including but not limited to the DeepShield Platform(TM), OT Network Monitor(TM), and Maritime Defense Module(TM).
3. "Services" means implementation, maintenance, monitoring, and support services provided by the Company in connection with the Products.
4. "Critical Infrastructure" means the physical and cyber assets, systems, and networks vital to the operations of the end user.
5. "Warranty Period" means twelve (12) months from the date of installation or fourteen (14) months from the date of delivery, whichever occurs first.

2. WARRANTY SCOPE

1. **Product Performance Warranty**

The Company warrants that during the Warranty Period, the Products will:

- (a) Substantially conform to the specifications set forth in the applicable documentation;
- (b) Operate without material defects in design, materials, and workmanship;
- (c) Maintain compatibility with standard industrial control protocols as specified in the technical documentation.

2. **Service Performance Warranty**

The Company warrants that all Services will be performed:

- (a) In a professional and workmanlike manner;
- (b) By qualified personnel with appropriate expertise;
- (c) In accordance with industry standards for industrial cybersecurity services.

3. SECURITY WARRANTIES

1. The Company warrants that the Products will:

- (a) Implement industry-standard encryption for data in transit and at rest;
- (b) Include real-time threat detection capabilities as specified in the product documentation;
- (c) Maintain compliance with IEC 62443 security standards for industrial automation and control systems.

2. ****Threat Detection Warranty****

The Company warrants that the Products will detect and alert on known cyber threats targeting industrial control systems, subject to:

- (a) Proper configuration according to Company specifications;
- (b) Regular updates of threat signatures and detection rules;
- (c) Maintenance of required network connectivity.

4. LIMITATIONS AND EXCLUSIONS

1. This warranty does not cover:

- (a) Unauthorized modifications to the Products;
- (b) Damage resulting from external causes;
- (c) Operation outside specified environmental parameters;
- (d) Integration with unauthorized third-party systems;
- (e) Failures resulting from improper installation or maintenance.

2. ****Security Incident Limitations****

The Company does not warrant that:

- (a) The Products will prevent all security incidents;
- (b) All vulnerabilities will be detected;
- (c) The Products will operate without interruption or error.

5. REMEDIES

1. ****Exclusive Remedies****

Customer's exclusive remedies for breach of warranty shall be:

- (a) Repair or replacement of defective Products;
- (b) Re-performance of non-conforming Services;
- (c) Credit or refund, at Company's option, for Products or Services not capable of being repaired or re-performed.

2. ****Remedy Process****

- (a) Customer must notify Company in writing within 30 days of discovering warranty breach;
- (b) Company shall have reasonable opportunity to investigate and cure;
- (c) Returns must be authorized in advance and comply with Company's RMA procedures.

6. DISCLAIMER

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

1. IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS WARRANTY EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

8. GENERAL PROVISIONS

- 1. This warranty gives specific legal rights, and Customer may also have other rights which vary by jurisdiction.
- 2. This warranty shall be governed by the laws of the State of Delaware without regard to conflicts of law principles.
- 3. This warranty represents the complete agreement regarding its subject matter and supersedes all prior warranties and understandings.

IN WITNESS WHEREOF, the Company has caused this warranty to be executed by its duly authorized representative.

DEEPSHIELD SYSTEMS, INC.

By:

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: January 15, 2024