

# SECURITY SOFTWARE WARRANTY TERMS

**DeepShield Systems, Inc.**

*Effective Date: January 1, 2024*

## 1. DEFINITIONS

1. "Software" means DeepShield Systems' proprietary industrial control system (ICS) security software solutions, including the DeepShield Platform(TM), OT Shield(TM), and Maritime Defense(TM) modules, and any related documentation.
2. "Customer" means any entity that has licensed the Software pursuant to a valid License Agreement.
3. "Critical Infrastructure" means the operational technology environments, industrial control systems, SCADA networks, and related infrastructure protected by the Software.
4. "Warranty Period" means twelve (12) months from the date of initial Software deployment.

## 2. LIMITED WARRANTY

1. DeepShield Systems warrants that during the Warranty Period:
  - (a) The Software will perform substantially in accordance with the specifications set forth in the Documentation;
  - (b) The Software's security monitoring and threat detection capabilities will function as designed when deployed in accordance with implementation guidelines;
  - (c) The Software's AI-driven analysis engines will maintain 99.9% uptime during normal operations.
2. The warranty shall not apply to:
  - (a) Software modifications made by Customer without DeepShield's authorization;
  - (b) Defects resulting from Customer's failure to implement required updates;
  - (c) Integration issues arising from unauthorized third-party software;
  - (d) Performance impacts due to Customer's infrastructure limitations.

### **3. SECURITY WARRANTIES**

1. DeepShield Systems warrants that:

- (a) The Software incorporates industry-standard encryption protocols for data in transit and at rest;
- (b) Security updates will be provided within 24 hours of critical vulnerability identification;
- (c) The Software's threat detection capabilities will be continuously updated to address emerging attack vectors;
- (d) All AI/ML models are trained on sanitized, non-identifiable data.

### **4. REMEDY**

1. Customer's exclusive remedy for any breach of warranty shall be:

- (a) Repair or replacement of the non-conforming Software components;
- (b) Engineering support to resolve critical security issues within the response times specified in the Service Level Agreement;
- (c) If DeepShield cannot resolve a warranty claim within 30 days, Customer may terminate the license and receive a prorated refund.

### **5. DISCLAIMER**

1. EXCEPT AS EXPRESSLY SET FORTH ABOVE, DEEPSHIELD SYSTEMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

2. DeepShield Systems does not warrant that:

- (a) The Software will detect or prevent all security threats;
- (b) Operation of the Software will be uninterrupted or error-free;
- (c) All Software defects can be corrected.

### **6. LIMITATION OF LIABILITY**

1. IN NO EVENT SHALL DEEPSHIELD SYSTEMS BE LIABLE FOR:

- (a) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES;
- (b) LOST PROFITS OR BUSINESS INTERRUPTION;
- (c) DATA LOSS OR CORRUPTION;
- (d) DAMAGES EXCEEDING THE TOTAL AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE CLAIM.

## **7. COMPLIANCE AND CERTIFICATION**

1. DeepShield Systems warrants compliance with:

- (a) ISO 27001 Information Security Management Standards;
- (b) IEC 62443 Industrial Network and System Security;
- (c) Maritime cybersecurity guidelines issued by IMO and classification societies.

## **8. TERM AND SURVIVAL**

- 1. These warranty terms commence upon Software deployment and continue through the Warranty Period.
- 2. Sections 5 (Disclaimer), 6 (Limitation of Liability), and 9 (Governing Law) survive termination.

## **9. GOVERNING LAW**

- 1. These warranty terms shall be governed by Delaware law, without regard to conflicts of law principles.
- 2. Any disputes shall be resolved in the state or federal courts of Delaware.

## **ACKNOWLEDGMENT**

The undersigned acknowledges and agrees to these Security Software Warranty Terms.

DEEPSHIELD SYSTEMS, INC.

**By:**

Name: Dr. Marcus Chen

Title: Chief Executive Officer

**Date:**

CUSTOMER:

**By:**

Name:

Title:

**Date:**