

# **PANAMA CANAL INFRASTRUCTURE PROTECTION AGREEMENT**

THIS PANAMA CANAL INFRASTRUCTURE PROTECTION AGREEMENT (the "Agreement") is made and entered into 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 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield" or the "Provider")

AND

The Panama Canal Authority, an autonomous legal entity of the Republic of Panama established under Title XIV of the National Constitution with its principal office at Balboa Heights, Panama ("ACP" or the "Authority")

## **RECITALS**

WHEREAS, the Authority operates and maintains the Panama Canal and its related infrastructure as a vital component of global maritime commerce;

WHEREAS, DeepShield has developed proprietary industrial control system security solutions specifically designed for maritime and critical infrastructure protection;

WHEREAS, the Authority desires to engage DeepShield to implement and maintain advanced cybersecurity protection systems for the Canal's operational technology infrastructure;

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

## **1. DEFINITIONS**

1 "Critical Infrastructure" means the operational technology systems, industrial control systems, SCADA networks, and related components that control and monitor Canal operations, including but not limited to lock systems, water management systems, vessel traffic management systems, and power distribution systems.

2 "DeepShield Platform" means Provider's proprietary industrial cybersecurity platform and all associated software, hardware, and services as specified in Exhibit A.

3 "Security Incident" means any actual or reasonably suspected compromise, unauthorized access, or

security breach affecting the Critical Infrastructure.

## **2. SCOPE OF SERVICES**

1 Implementation Services. DeepShield shall:

- (a) Deploy the DeepShield Platform across all designated Critical Infrastructure;
- (b) Configure system parameters according to Authority specifications;
- (c) Integrate with existing security infrastructure;
- (d) Provide initial training to Authority personnel.

2 Ongoing Services. DeepShield shall provide:

- (a) 24/7 monitoring and threat detection;
- (b) Real-time incident response and mitigation;
- (c) Regular system updates and maintenance;
- (d) Monthly security assessment reports.

## **3. SECURITY REQUIREMENTS**

1 Security Standards. DeepShield shall maintain compliance with:

- (a) ISO/IEC 27001:2013
- (b) NIST Cybersecurity Framework
- (c) IEC 62443 Industrial Network Security Standards
- (d) Maritime-specific security protocols as specified in Exhibit B

2 Personnel Requirements. All DeepShield personnel accessing Critical Infrastructure shall:

- (a) Undergo background checks
- (b) Maintain appropriate security clearances
- (c) Complete Authority-mandated safety training
- (d) Adhere to all site access protocols

## **4. SERVICE LEVELS AND PERFORMANCE METRICS**

1 System Availability: 99.999% uptime for core security functions

2 Incident Response Times:

- Critical Incidents: 15 minutes
- High Priority: 1 hour
- Medium Priority: 4 hours
- Low Priority: 24 hours

3 Performance Monitoring and Reporting as detailed in Exhibit C

## **5. CONFIDENTIALITY AND DATA PROTECTION**

1 DeepShield shall protect all Authority data according to:

- (a) Panama Data Protection Law No. 81
- (b) International maritime security regulations
- (c) Best practices for critical infrastructure protection

2 Data Classification and Handling requirements specified in Exhibit D

## **6. 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 Rights:

- (a) For cause with 30 days' notice and opportunity to cure
- (b) For convenience with 180 days' notice and early termination fee

## **7. FEES AND PAYMENT**

1 Implementation Fee: \$4,750,000 USD

2 Annual Service Fee: \$2,850,000 USD, payable quarterly

3 Payment Terms: Net 45 days

## **8. LIABILITY AND INDEMNIFICATION**

1 Limitation of Liability: 200% of annual contract value

2 Cyber Insurance Requirements:

- Professional Liability: \$10,000,000
- Cyber Liability: \$25,000,000
- Maritime Operations Coverage: \$50,000,000

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

1 Governing Law: Laws of Panama

2 Dispute Resolution:

- (a) Executive negotiation
- (b) Mediation in Panama City
- (c) Binding arbitration under ICC rules

## **10. MISCELLANEOUS**

1 Force Majeure

2 Assignment

3 Notices

4 Amendments

5 Entire Agreement

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:** \_

PANAMA CANAL AUTHORITY

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

[Exhibits A-D to follow]