

# **VANCOUVER PORT SECURITY ENHANCEMENT PROJECT**

## **CONTRACT**

THIS AGREEMENT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date")

BY AND BETWEEN:

**DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Technology Drive, Suite 400, San Jose, CA 95110 ("Contractor")**

AND

**Vancouver Fraser Port Authority, a Canadian federal crown corporation operating as the Vancouver Port Authority, with its principal office at 100 The Pointe, 999 Canada Place, Vancouver, BC V6C 3T4 ("Port Authority")**

### **RECITALS**

WHEREAS, the Port Authority desires to enhance its maritime cybersecurity infrastructure and operational technology (OT) protection systems;

WHEREAS, Contractor specializes in industrial control system security solutions and critical infrastructure protection;

WHEREAS, the Port Authority wishes to engage Contractor to implement comprehensive cybersecurity enhancements at the Port of Vancouver facilities;

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

### **1. SCOPE OF SERVICES**

1 Contractor shall provide the following services ("Services"):

- a) Implementation of DeepShield Maritime Security Platform(TM) across all port terminals
- b) Installation of AI-driven threat detection systems for SCADA networks
- c) Deployment of real-time monitoring solutions for cargo handling systems

- d) Integration of automated incident response protocols
  - e) Configuration of specialized maritime infrastructure protection modules
- 2 Detailed specifications for the Services are set forth in Exhibit A.

## **2. PROJECT TIMELINE**

- 1 The project shall be executed in three phases:

Phase I: System Assessment and Design (90 days)

Phase II: Implementation and Integration (180 days)

Phase III: Testing and Optimization (90 days)

- 2 Total project duration shall not exceed 360 days from the Effective Date.

## **3. COMPENSATION**

- 1 The Port Authority shall pay Contractor a total fee of CAD 4,750,000, allocated as follows:

- a) Phase I: CAD 1,425,000
- b) Phase II: CAD 2,375,000
- c) Phase III: CAD 950,000

- 2 Payment Schedule:

- 20% upon contract execution
- 30% upon Phase I completion
- 30% upon Phase II completion
- 20% upon final system acceptance

## **4. DELIVERABLES**

- 1 Contractor shall provide:

- a) Detailed system architecture documentation
- b) Custom-configured DeepShield Maritime Security Platform(TM)
- c) Integration protocols for existing port systems
- d) Training materials and operational procedures

e) Maintenance and support documentation

## **5. WARRANTIES AND REPRESENTATIONS**

1 Contractor warrants that:

- a) Services will be performed in a professional manner
- b) Deliverables will conform to specifications in Exhibit A
- c) Solutions will comply with applicable maritime security standards
- d) Implementation will not disrupt critical port operations

## **6. INTELLECTUAL PROPERTY**

- 1 Contractor retains ownership of pre-existing IP and platform technology.
- 2 Port Authority receives perpetual license for implemented solutions.
- 3 Custom configurations developed specifically for Port Authority shall be jointly owned.

## **7. CONFIDENTIALITY**

- 1 Each party shall protect Confidential Information using same degree of care as its own confidential information.
- 2 Confidentiality obligations survive termination for 5 years.

## **8. LIMITATION OF LIABILITY**

- 1 Contractor's aggregate liability shall not exceed total contract value.
- 2 Neither party liable for consequential or indirect damages.

## **9. FORCE MAJEURE**

- 1 Neither party shall be liable for delays due to circumstances beyond reasonable control.

## **10. TERMINATION**

- 1 Either party may terminate for material breach with 30 days' written notice.

2 Port Authority may terminate for convenience with 60 days' notice and pro-rata payment.

## **11. INSURANCE**

1 Contractor shall maintain:

a) Commercial General Liability: CAD 5,000,000

b) Professional Liability: CAD 5,000,000

c) Cyber Liability: CAD 10,000,000

## **12. GOVERNING LAW**

1 This Agreement shall be governed by British Columbia law.

2 Disputes shall be resolved in Vancouver courts.

## **13. NOTICES**

1 All notices shall be in writing and delivered to:

For Contractor:

DeepShield Systems, Inc.

Attn: Legal Department

2100 Technology Drive, Suite 400

San Jose, CA 95110

For Port Authority:

Vancouver Fraser Port Authority

Attn: Director of Security

100 The Pointe, 999 Canada Place

Vancouver, BC V6C 3T4

## **14. ENTIRE AGREEMENT**

1 This Agreement constitutes entire understanding between parties.

2 Modifications require written agreement of 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:**

VANCOUVER FRASER PORT AUTHORITY

**By:**

**Name:**

**Title:**

**Date:**

[EXHIBITS TO FOLLOW]