

# SECURITY IMPLEMENTATION CONTRACT

THIS SECURITY IMPLEMENTATION CONTRACT (the "Agreement") is made and entered into as of [DATE] ("Effective Date"), by and between:

DEEPSHIELD SYSTEMS, INC., a Delaware corporation with its principal place of business at [ADDRESS] ("DeepShield" or the "Company")

and

[CLIENT NAME], a [STATE/JURISDICTION] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Client")

(each a "Party" and collectively the "Parties")

## RECITALS

WHEREAS, DeepShield is engaged in the business of providing industrial control system (ICS) security solutions and critical infrastructure protection services;

WHEREAS, Client desires to engage DeepShield to implement certain security solutions within Client's operational technology (OT) environment; and

WHEREAS, DeepShield desires to provide such implementation services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## 1. DEFINITIONS

1 "Confidential Information" means any proprietary or confidential information of either Party, including but not limited to technical specifications, system architecture, security protocols, trade secrets, and operational data.

2 "Deliverables" means all work products, reports, documentation, and materials created or provided by DeepShield pursuant to this Agreement.

3 "Implementation Services" means the security solution implementation services described in Exhibit A.

4 "Security Solution" means DeepShield's proprietary security platform and associated components as specified in Exhibit B.

## **2. SCOPE OF SERVICES**

1 Implementation Services. DeepShield shall provide the Implementation Services in accordance with the specifications and timeline set forth in Exhibit A.

2 Project Phases. The Implementation Services shall be delivered in the following phases:

- (a) Assessment and Planning
- (b) System Architecture Design
- (c) Security Solution Deployment
- (d) Testing and Validation
- (e) Knowledge Transfer and Training

3 Change Orders. Any modifications to the Implementation Services shall be documented in a written change order signed by both Parties.

## **3. CLIENT RESPONSIBILITIES**

1 Access and Cooperation. Client shall provide DeepShield with:

- (a) Necessary access to Client's facilities and systems
- (b) Relevant technical documentation and information
- (c) Designated point of contact
- (d) Timely decisions and approvals

2 Technical Environment. Client shall maintain the technical environment specified in Exhibit C.

## **4. FEES AND PAYMENT**

1 Implementation Fees. Client shall pay DeepShield the fees specified in Exhibit D.

2 Payment Schedule. Payments shall be made according to the following schedule:

- (a) 30% upon contract execution
- (b) 40% upon completion of system deployment
- (c) 30% upon final acceptance

3 Expenses. Client shall reimburse reasonable travel and out-of-pocket expenses pre-approved in writing.

## **5. INTELLECTUAL PROPERTY**

1 DeepShield IP. All intellectual property rights in the Security Solution and Deliverables shall remain the exclusive property of DeepShield.

2 License Grant. DeepShield grants Client a non-exclusive, non-transferable license to use the Security Solution as specified in Exhibit E.

## **6. CONFIDENTIALITY**

1 Protection Obligations. Each Party shall protect Confidential Information using the same degree of care used to protect its own confidential information.

2 Permitted Disclosure. Confidential Information may be disclosed only to employees and contractors with a need to know who are bound by confidentiality obligations.

## **7. WARRANTIES AND LIMITATIONS**

1 Implementation Warranty. DeepShield warrants that the Implementation Services will be performed in a professional manner consistent with industry standards.

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DEEPSHIELD MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

## **8. TERM AND TERMINATION**

1 Term. This Agreement shall commence on the Effective Date and continue until completion of the Implementation Services.

2 Termination for Cause. Either Party may terminate this Agreement upon material breach by the other Party that remains uncured for 30 days.

## **9. LIMITATION OF LIABILITY**

1 Cap on Damages. DEEPSHIELD'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT.

2 Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

## **10. GENERAL PROVISIONS**

1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

2 Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control.

3 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein.

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

DEEPSHIELD SYSTEMS, INC.

**By:**

Name:

Title:

Date:

[CLIENT NAME]

**By:**

Name:

Title:

Date:

[Exhibits A-E to be attached]