

QATAR GAS TERMINAL PROTECTION AGREEMENT

THIS QATAR GAS TERMINAL 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 ("Provider")

and

Qatar National Gas Operations Company LLC, a limited liability company organized under the laws of Qatar, with its principal place of business at Al Corniche Street, West Bay, Doha, Qatar ("Customer")

RECITALS

WHEREAS, Customer operates critical natural gas processing and export terminal facilities in Ras Laffan Industrial City, Qatar (the "Terminal Facilities");

WHEREAS, Provider specializes in advanced industrial control system security solutions and critical infrastructure protection systems;

WHEREAS, Customer desires to engage Provider to implement and maintain comprehensive cybersecurity protection for the Terminal Facilities' operational technology systems;

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

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party relating to the business, technology, or operations of such party.

2 "Critical Systems" means the industrial control systems, SCADA networks, and operational technology infrastructure at the Terminal Facilities.

3 "DeepShield Platform" means Provider's proprietary industrial cybersecurity platform and associated software, hardware, and services.

4 "Security Incident" means any actual or suspected unauthorized access, disclosure, or breach of

Critical Systems.

2. SCOPE OF SERVICES

1 Provider shall implement the DeepShield Platform at the Terminal Facilities, including:

- (a) Network monitoring and threat detection systems
- (b) Real-time anomaly detection
- (c) Automated incident response capabilities
- (d) Maritime and subsea infrastructure protection modules
- (e) Integration with existing control systems

2 Provider shall provide 24/7 security monitoring and incident response support through its Security Operations Center.

3 Provider shall conduct quarterly security assessments and provide detailed reports to Customer.

3. CUSTOMER OBLIGATIONS

1 Customer shall:

- (a) Provide necessary access to Terminal Facilities
- (b) Designate technical points of contact
- (c) Promptly report suspected Security Incidents
- (d) Maintain baseline security controls
- (e) Participate in incident response drills

4. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date and continue for five (5) years.

2 Renewal. Agreement may be renewed for successive two-year terms upon mutual written agreement.

3 Termination for Cause. Either party may terminate for material breach upon 30 days' written notice.

5. FEES AND PAYMENT

1 Implementation Fees. Customer shall pay \$4,500,000 for initial platform implementation.

2 Annual Subscription. Customer shall pay annual fees of \$1,200,000 for ongoing services.

3 Payment Terms. All invoices are due within 45 days of receipt.

6. SECURITY REQUIREMENTS

1 Provider shall maintain ISO 27001 certification and comply with IEC 62443 standards.

2 All Provider personnel requiring facility access must obtain Qatar security clearance.

3 Provider shall encrypt all data transmission and storage using AES-256 or stronger.

7. INCIDENT RESPONSE

1 Provider shall respond to Critical Security Incidents within 15 minutes.

2 Provider shall provide root cause analysis within 72 hours of incident resolution.

3 Customer shall cooperate fully in incident investigation and remediation.

8. CONFIDENTIALITY

1 Each party shall protect Confidential Information using reasonable security measures.

2 Disclosure restrictions shall survive for 5 years after Agreement termination.

9. LIMITATION OF LIABILITY

1 Provider's aggregate liability shall not exceed fees paid in preceding 12 months.

2 Neither party shall be liable for indirect, special, or consequential damages.

10. COMPLIANCE WITH LAWS

1 Provider shall comply with Qatar cybersecurity regulations and export controls.

2 Customer shall obtain required government approvals for technology import.

11. FORCE MAJEURE

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

12. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by Qatar law.

2 Disputes shall be resolved in Qatar International Court and Dispute Resolution Centre.

13. MISCELLANEOUS

1 Assignment requires prior written consent of other party.

2 Amendments must be in writing signed by both parties.

3 Notices shall be in writing delivered to addresses above.

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:

QATAR NATIONAL GAS OPERATIONS COMPANY LLC

By:

Name: _

Title:

Date: