

HARDWARE MAINTENANCE WARRANTY

EFFECTIVE DATE: January 1, 2024

This Hardware Maintenance Warranty (the "Warranty") is provided by DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield" or the "Company").

1. DEFINITIONS

1. "Hardware" means the physical components of DeepShield's industrial control system (ICS) security solutions, including but not limited to security appliances, network sensors, monitoring devices, and associated equipment manufactured or supplied by DeepShield.
2. "Maintenance Services" means the hardware maintenance, repair, and replacement services provided by DeepShield under this Warranty.
3. "Warranty Period" means twenty-four (24) months from the date of initial Hardware installation or twenty-seven (27) months from the date of shipment, whichever occurs first.

2. WARRANTY COVERAGE

1. DeepShield warrants that during the Warranty Period, the Hardware will:
 - (a) Be free from defects in materials and workmanship;
 - (b) Conform to DeepShield's published specifications; and
 - (c) Operate consistently with DeepShield's documentation when used in accordance with such documentation.
2. This Warranty extends to the original purchaser and any subsequent transferee during the Warranty Period, provided that the Hardware remains in its original installation location.

3. MAINTENANCE SERVICES

1. During the Warranty Period, DeepShield will provide the following Maintenance Services:
 - (a) Remote diagnostic support;
 - (b) Hardware repair or replacement of defective components;
 - (c) Firmware updates and security patches;

- (d) On-site technical support when deemed necessary by DeepShield; and
- (e) 24/7 emergency support for critical failures.

2. Response Times:

- (a) Critical Issues: 4-hour response time
- (b) Major Issues: 8-hour response time
- (c) Minor Issues: 24-hour response time

4. EXCLUSIONS

1. This Warranty does not cover:

- (a) Damage resulting from accidents, abuse, misuse, or unauthorized modifications;
- (b) Damage caused by environmental conditions outside of specified operating parameters;
- (c) Normal wear and tear;
- (d) Cosmetic damage not affecting functionality;
- (e) Hardware used in applications or environments not intended by DeepShield;
- (f) Damage resulting from improper installation or maintenance by unauthorized personnel.

5. WARRANTY CLAIMS PROCESS

1. To make a warranty claim, the customer must:

- (a) Notify DeepShield's Technical Support Department within 30 days of discovering the defect;
- (b) Provide the Hardware serial number and installation date;
- (c) Describe the nature of the defect in reasonable detail;
- (d) Allow DeepShield reasonable access to the Hardware for diagnosis and repair.

6. REMEDIES

1. DeepShield's sole obligation under this Warranty shall be to:

- (a) Repair or replace defective Hardware components at DeepShield's discretion;
- (b) Provide necessary firmware updates or patches;
- (c) Reimburse authorized repair costs if pre-approved in writing by DeepShield.

7. LIMITATION OF LIABILITY

1. DEEPSHIELD'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE HARDWARE.

2. IN NO EVENT SHALL DEEPSHIELD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF PROFITS.

8. GOVERNING LAW

1. This Warranty shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

9. SEVERABILITY

1. If any provision of this Warranty is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. ENTIRE AGREEMENT

1. This Warranty constitutes the entire agreement between DeepShield and the customer regarding hardware maintenance and warranty coverage, superseding all prior agreements and understandings.

IN WITNESS WHEREOF, DeepShield has caused this Hardware Maintenance Warranty to be executed by its duly authorized representative.

DEEPSHIELD SYSTEMS, INC.

By:

Name: James Morrison

Title: VP of Engineering

Date: January 1, 2024