

# VESSEL SECURITY SYSTEMS AGREEMENT

THIS VESSEL SECURITY SYSTEMS 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, Cambridge, Massachusetts 02142 ("DeepShield")

and

Nippon Yusen Kabushiki Kaisha (NYK Line), a corporation organized under the laws of Japan with its principal place of business at Yusen Building, 3-2, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100-0005, Japan ("NYK Line")

## RECITALS

WHEREAS, DeepShield is engaged in the business of providing advanced industrial control system security solutions and maritime cybersecurity systems;

WHEREAS, NYK Line operates a fleet of commercial vessels and requires comprehensive cybersecurity protection for its vessel operations and maritime infrastructure;

WHEREAS, NYK Line desires to engage DeepShield to provide vessel security systems and related services, and DeepShield desires to provide such systems and services to NYK Line;

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

## 1. DEFINITIONS

1 "Authorized Vessels" means the NYK Line vessels listed in Schedule A, as may be amended from time to time by written agreement of the parties.

2 "DeepShield Maritime Platform" means DeepShield's proprietary vessel security system, including all hardware components, software, and related documentation.

3 "Security Services" means the monitoring, maintenance, and support services described in Schedule B.

4 "System Data" means all data collected, generated, or processed by the DeepShield Maritime

Platform.

## **2. SCOPE OF SERVICES**

1 System Installation. DeepShield shall install the DeepShield Maritime Platform on each Authorized Vessel according to the implementation schedule set forth in Schedule C.

2 Security Services. DeepShield shall provide the Security Services for each Authorized Vessel throughout the Term.

3 Training. DeepShield shall provide training to NYK Line personnel as specified in Schedule D.

## **3. NYK LINE OBLIGATIONS**

1 Access and Cooperation. NYK Line shall provide DeepShield with necessary access to Authorized Vessels and reasonable cooperation required for installation and maintenance.

2 Technical Requirements. NYK Line shall maintain vessel systems and infrastructure meeting the minimum technical requirements specified in Schedule E.

3 Incident Reporting. NYK Line shall promptly report any security incidents or system anomalies to DeepShield's Security Operations Center.

## **4. FEES AND PAYMENT**

1 Installation Fees. NYK Line shall pay installation fees as set forth in Schedule F.

2 Service Fees. NYK Line shall pay monthly service fees per Authorized Vessel as set forth in Schedule F.

3 Payment Terms. All invoices are due within thirty (30) days of receipt.

## **5. INTELLECTUAL PROPERTY**

1 DeepShield Property. DeepShield retains all right, title, and interest in the DeepShield Maritime Platform and related intellectual property.

2 System Data. NYK Line owns all System Data relating to its vessel operations, subject to DeepShield's right to use anonymized data for security research and product improvement.

## **6. CONFIDENTIALITY**

1 Definition. "Confidential Information" means all non-public information disclosed by either party in connection with this Agreement.

2 Obligations. Each party shall protect Confidential Information using the same degree of care used to protect its own confidential information, but no less than reasonable care.

## **7. WARRANTIES AND LIMITATIONS**

1 Limited Warranty. DeepShield warrants that the DeepShield Maritime Platform will perform substantially in accordance with its documentation for twelve (12) months following installation.

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

## **8. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and continues for thirty-six (36) months ("Initial Term"), with automatic twelve-month renewal terms unless terminated.

2 Termination. Either party may terminate this Agreement for material breach upon thirty (30) days' written notice if such breach remains uncured.

## **9. LIMITATION OF LIABILITY**

1 Cap on Damages. DEEPSHIELD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY NYK LINE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

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

## **10. GENERAL PROVISIONS**

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

2 Assignment. Neither party may assign this Agreement without the other party's prior written consent.

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

4 Dispute Resolution. Any disputes shall be resolved through binding arbitration in New York City under ICC Rules.

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:**

NYK LINE

**By:**

**Name:**

**Title:**

**Date:**

[Schedules A-F to be attached]