MASTER SERVICES AGREEMENT

OFFSHORE SECURITY SERVICES

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made effective as of January 15, 2023 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Way, Houston, TX 77002 ("Provider")

and

Shell Offshore Operations LLC, a Delaware limited liability company with its principal place of business at 150 N. Dairy Ashford Road, Houston, TX 77079 ("Client")

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party relating to business operations, technical data, trade secrets, or know-how.

2 "Services" means the offshore security services, including but not limited to OT network monitoring, threat detection, incident response, and maritime infrastructure protection services.

3 "Service Level Agreement" or "SLA" means the service level specifications set forth in Exhibit A.

4 "Offshore Facilities" means Client's offshore oil and gas production platforms, drilling rigs, and associated subsea infrastructure in the Gulf of Mexico.

2. SCOPE OF SERVICES

1 Provider shall furnish the Services described in Exhibit A, including:

(a) 24/7 OT network security monitoring

(b) Real-time threat detection and response

(c) Maritime-specific cybersecurity protocols

(d) Industrial control system protection

(e) SCADA network security

(f) Incident response and recovery services

2 Provider shall maintain staffing levels and expertise necessary to meet or exceed the SLA requirements.

3. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date and continue for thirty-six (36) months.

2 Renewal. Agreement may be renewed for successive twelve (12) month terms upon mutual written agreement.

3 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days written notice for material breach.

4. COMPENSATION AND PAYMENT

1 Service Fees. Client shall pay Provider the fees specified in Exhibit B.

2 Payment Terms. Invoices shall be submitted monthly and paid within thirty (30) days.

3 Annual Adjustments. Fees may be adjusted annually based on the Consumer Price Index, not to exceed 3% per year.

5. PROVIDER RESPONSIBILITIES

1 Provider shall:

(a) Maintain ISO 27001 and IEC 62443 certifications

(b) Comply with Client's safety and operational procedures

(c) Provide trained personnel with offshore safety certifications

(d) Maintain cybersecurity insurance coverage of $10M minimum

(e) Report security incidents within one (1) hour of detection

6. CLIENT RESPONSIBILITIES

1 Client shall:

(a) Provide access to Offshore Facilities

(b) Maintain baseline IT/OT infrastructure

(c) Designate primary point of contact

(d) Promptly report suspected security incidents

(e) Maintain required regulatory permits and licenses

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care as its own confidential information, but no less than reasonable care.

2 Confidentiality obligations survive termination for five (5) years.

8. INTELLECTUAL PROPERTY

1 Provider retains all rights to its pre-existing IP and security platform.

2 Client receives limited license to use Provider's systems during the Term.

9. LIMITATION OF LIABILITY

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

2 Provider's total liability shall not exceed fees paid in previous twelve (12) months.

10. INSURANCE

1 Provider shall maintain:

(a) Commercial General Liability: $5M per occurrence

(b) Cyber Liability: $10M per occurrence

(c) Professional Liability: $5M per occurrence

(d) Maritime Employers Liability: $5M per occurrence

11. COMPLIANCE

1 Provider shall comply with:

(a) Maritime Transportation Security Act

(b) BSEE regulations

(c) NIST Cybersecurity Framework

(d) Client's HSE policies

(e) Applicable data protection laws

12. FORCE MAJEURE

1 Neither party shall be liable for delays due to events beyond reasonable control, excluding cyber incidents.

13. GOVERNING LAW

1 This Agreement shall be governed by Texas law, excluding conflicts of law principles.

14. DISPUTE RESOLUTION

1 Disputes shall be resolved through:

(a) Good faith negotiation

(b) Mediation in Houston, Texas

(c) Binding arbitration under AAA rules

SIGNATURES

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:

SHELL OFFSHORE OPERATIONS LLC

By:

Name:

Title:

Date:

EXHIBIT A

[Service Level Agreement specifications]

EXHIBIT B

[Fee Schedule and Payment Terms]