

VESSEL PROTECTION SYSTEMS MAINTENANCE AGREEMENT

THIS VESSEL PROTECTION SYSTEMS MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of February 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 ("Service Provider")

and

Hamburg S damerikanische Dampfschiffahrt-Gesellschaft A/S & Co KG, a company organized under the laws of Germany with its principal place of business at Willy-Brandt-Stra ße 59-65, 20457 Hamburg, Germany ("Customer")

RECITALS

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

WHEREAS, Customer operates a fleet of container vessels requiring cybersecurity protection and maintenance services for their operational technology systems;

WHEREAS, Customer desires to engage Service Provider to provide maintenance services for vessel protection systems, and Service Provider desires to provide such services;

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

1. DEFINITIONS

1 "Covered Systems" means the DeepShield Maritime Protection Platform(TM) and associated components installed on Customer's vessels listed in Exhibit A.

2 "Maintenance Services" means the services described in Section 2 of this Agreement.

3 "Service Level Requirements" means the performance standards and response times specified in Exhibit B.

4 "Vessel" means any container vessel owned or operated by Customer on which Covered Systems are installed.

2. MAINTENANCE SERVICES

1 Scope of Services. Service Provider shall provide the following maintenance services for the Covered Systems:

- (a) Regular system health monitoring and diagnostics
- (b) Quarterly security updates and patch management
- (c) 24/7 emergency response support
- (d) Annual system audits and compliance reviews
- (e) Preventive maintenance according to manufacturer specifications
- (f) Remote troubleshooting and technical support
- (g) On-site repairs when required

2 Service Provider Personnel. Service Provider shall maintain a dedicated team of qualified technicians for performing the Maintenance Services, including at least one Maritime Systems Specialist available 24/7 for emergency response.

3. CUSTOMER OBLIGATIONS

1 Access and Cooperation. Customer shall provide Service Provider with:

- (a) Remote access to Covered Systems
- (b) Necessary documentation and technical information
- (c) Physical access to vessels when required
- (d) Designated technical contact person
- (e) Prompt notification of system issues or anomalies

2 Operating Environment. Customer shall maintain appropriate environmental conditions and power supply for the Covered Systems as specified in the system documentation.

4. FEES AND PAYMENT

1 Service Fees. Customer shall pay annual maintenance fees as specified in Exhibit C.

2 Emergency Services. Emergency services outside normal maintenance scope will be charged at rates specified in Exhibit C.

3 Payment Terms. Invoices shall be paid within 30 days of receipt.

5. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and continue for three (3) years, with automatic one-year renewals unless terminated.

2 Termination for Cause. Either party may terminate this Agreement upon material breach by the other party, if such breach remains uncured for 30 days after written notice.

6. WARRANTIES AND LIMITATIONS

1 Service Warranty. Service Provider warrants that Maintenance Services will be performed in a professional manner consistent with industry standards.

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

7. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information, but not less than reasonable care.

8. INDEMNIFICATION

1 Service Provider shall indemnify Customer against third-party claims arising from Service Provider's gross negligence or willful misconduct.

9. INSURANCE

1 Service Provider shall maintain professional liability insurance with coverage of not less than \$5,000,000 per occurrence.

10. GENERAL PROVISIONS

1 Force Majeure. Neither party shall be liable for delays due to causes beyond reasonable control.

2 Assignment. Neither party may assign this Agreement without prior written consent.

3 Governing Law. This Agreement shall be governed by Delaware law.

4 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

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:

HAMBURG S D

By:

Name:

Title:

Date:

[Exhibits A, B, and C to follow]