

# **SERVICE LEVEL AGREEMENT**

## **Container Security Implementation Services**

THIS SERVICE LEVEL AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Way, Suite 400, Cambridge, MA 02142 ("Service Provider")

and

A.P. Moller-Maersk A/S, a Danish business corporation with its principal place of business at Esplanaden 50, 1098 Copenhagen K, Denmark ("Client")

## **1. DEFINITIONS**

1 "Container Security System" means the proprietary DeepShield Maritime Protection Platform(TM) including all hardware components, software, and related services designed for shipping container security monitoring and threat detection.

2 "Implementation Services" means the installation, configuration, testing, and deployment of the Container Security System across Client's designated container fleet.

3 "Service Levels" means the performance metrics and standards defined in Section 3 of this Agreement.

4 "Critical Security Event" means any detected or suspected breach, tampering attempt, or unauthorized access to protected containers.

## **2. SCOPE OF SERVICES**

1 Service Provider shall:

(a) Install and configure Container Security System components on Client's containers according to the Implementation Schedule in Exhibit A;

(b) Provide 24/7 security monitoring and threat detection services;

(c) Maintain system uptime and performance according to defined Service Levels;

(d) Deliver monthly security analytics and compliance reports;

(e) Provide technical support and incident response services.

## 2 Implementation Phases:

- Phase 1: Initial deployment to 1,000 containers
- Phase 2: Expansion to 5,000 additional containers
- Phase 3: Full fleet implementation of remaining containers
- Phase 4: System optimization and performance verification

## **3. SERVICE LEVELS**

### 1 System Availability

- Minimum 99.9% uptime for core security monitoring functions
- Maximum 4 hours of planned maintenance downtime per month
- Unplanned outages resolved within 2 hours

### 2 Security Incident Response

- Critical Security Events: 15-minute response time
- High Priority Events: 1-hour response time
- Medium Priority Events: 4-hour response time
- Low Priority Events: 24-hour response time

### 3 Implementation Metrics

- 98% successful first-time installation rate
- Maximum 48-hour resolution for installation issues
- 100% testing completion before production deployment

## **4. FEES AND PAYMENT**

### 1 Implementation Fees

- Base installation fee: \$750 per container
- System configuration: \$250,000 fixed fee
- Training and documentation: \$175,000 fixed fee

### 2 Monthly Service Fees

- Core monitoring: \$45 per container/month
- Advanced analytics: \$15 per container/month
- Premium support: \$25,000 fixed fee/month

### 3 Payment Terms

- Implementation fees invoiced monthly based on completed installations
- Service fees invoiced quarterly in advance
- Payment due within 30 days of invoice date

## **5. TERM AND TERMINATION**

1 Initial Term: 36 months from the Effective Date

2 Renewal: Automatic 12-month renewal unless terminated with 90 days' notice

3 Termination Rights:

- (a) Either party may terminate for material breach with 30 days' written notice
- (b) Client may terminate for convenience with 180 days' notice and early termination fee

## **6. WARRANTIES AND LIMITATIONS**

1 Service Provider warrants that:

- (a) Services will be performed in a professional manner
- (b) System will materially conform to specifications
- (c) Implementation will not violate third-party rights

2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.

## **7. CONFIDENTIALITY AND DATA PROTECTION**

1 All security data, container tracking information, and implementation details shall be treated as Confidential Information.

2 Service Provider shall comply with ISO 27001, GDPR, and maritime security regulations.

## **8. GOVERNING LAW AND JURISDICTION**

1 This Agreement shall be governed by Delaware law.

2 Any disputes shall be resolved in the state or federal courts of Delaware.

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: January 15, 2024

A.P. MOLLER-MAERSK A/S

**By:**

Name: [Authorized Representative]

Title: [Title]

**Date:**