

ANTWERP MARITIME OPERATIONS CONTRACT

THIS MARITIME OPERATIONS CONTRACT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Cybersecurity Drive, Suite 400, Boston, Massachusetts 02110, USA ("DeepShield")

AND

Port of Antwerp-Bruges Authority, a public agency organized under the laws of Belgium, with its registered office at Zaha Hadidplein 1, 2030 Antwerp, Belgium (the "Port Authority")

RECITALS

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

WHEREAS, the Port Authority operates critical maritime infrastructure requiring sophisticated cybersecurity protection;

WHEREAS, the Port Authority desires to engage DeepShield to implement and maintain comprehensive cybersecurity systems for its maritime operations;

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

1. DEFINITIONS

1 "Critical Infrastructure" means the Port Authority's operational technology systems, including but not limited to vessel traffic management systems, terminal automation systems, cargo handling equipment, and related control systems.

2 "DeepShield Platform" means the proprietary cybersecurity solution developed by DeepShield, including all updates, modifications, and enhancements.

3 "Services" means the implementation, maintenance, and monitoring services provided by DeepShield under this Agreement.

2. SCOPE OF SERVICES

1 Implementation Services

- (a) Network security architecture design
- (b) Deep-layer security system deployment
- (c) Integration with existing Port Authority systems
- (d) Initial security baseline establishment
- (e) Staff training and documentation

2 Ongoing Services

- (a) 24/7 threat monitoring and response
- (b) Real-time anomaly detection
- (c) Quarterly security assessments
- (d) System updates and patch management
- (e) Incident response support

3. TERM AND TERMINATION

1 Initial Term: This Agreement shall commence on the Effective Date and continue for a period of five (5) years.

2 Renewal: This Agreement may be renewed for additional two-year terms upon mutual written agreement.

3 Termination for Cause: Either party may terminate this Agreement upon material breach by the other party, following a thirty (30) day cure period.

4. COMPENSATION

1 Implementation Fee: 2,750,000, payable according to the following schedule:

- (a) 40% upon contract execution
- (b) 30% upon system deployment
- (c) 30% upon final acceptance

2 Annual Service Fee: 850,000, payable quarterly in advance

3 Additional Services: Charged at DeepShield's then-current rates

5. SERVICE LEVELS

1 System Availability: 99.99% uptime guarantee

2 Response Times:

(a) Critical Incidents: 15 minutes

(b) High Priority: 1 hour

(c) Medium Priority: 4 hours

(d) Low Priority: 24 hours

3 Performance Credits: As detailed in Schedule A

6. SECURITY AND COMPLIANCE

1 DeepShield shall comply with:

(a) EU General Data Protection Regulation

(b) Belgian Maritime Security Act

(c) International Ship and Port Facility Security Code

(d) ISO 27001 requirements

2 Security Incident Reporting: Immediate notification of security incidents

7. INTELLECTUAL PROPERTY

1 DeepShield retains all rights to the DeepShield Platform

2 Port Authority retains all rights to its data and systems

3 Limited license granted to Port Authority for platform use

8. CONFIDENTIALITY

1 Each party shall protect confidential information using reasonable measures

2 Five-year post-termination confidentiality obligation

3 Exception for legally required disclosures

9. LIABILITY AND INDEMNIFICATION

- 1 Limitation of Liability: Two times annual contract value
- 2 Exclusions for gross negligence or willful misconduct
- 3 Mutual indemnification for third-party claims

10. INSURANCE

- 1 DeepShield shall maintain:
 - (a) Professional Liability: 5,000,000
 - (b) Cyber Liability: 10,000,000
 - (c) General Liability: 2,000,000

11. FORCE MAJEURE

- 1 Neither party liable for events beyond reasonable control
- 2 Obligation to mitigate impact of force majeure events

12. GOVERNING LAW AND JURISDICTION

- 1 This Agreement shall be governed by Belgian law
- 2 Exclusive jurisdiction of Antwerp courts

13. MISCELLANEOUS

- 1 Assignment requires prior written consent
- 2 Amendments must be in writing and signed by both parties
- 3 Notices shall be in writing and delivered to addresses specified

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:

PORT OF ANTWERP-BRUGES AUTHORITY

By:

Name: [Port Authority Signatory]

Title: Chief Executive Officer

Date: