

COSCO AMERICAS SECURITY INFRASTRUCTURE CONTRACT

THIS SECURITY INFRASTRUCTURE 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, Suite 400, Cambridge, MA 02142 ("Provider")

and

COSCO Americas, Inc., a Delaware corporation with its principal place of business at 100 Lighting Way, Secaucus, NJ 07094 ("Customer")

RECITALS

WHEREAS, Provider is engaged in the business of providing industrial cybersecurity and critical infrastructure protection services;

WHEREAS, Customer operates maritime terminal facilities and related infrastructure requiring advanced security protection;

WHEREAS, Customer desires to engage Provider to implement and maintain comprehensive security infrastructure services for its North American operations;

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

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical specifications, customer data, security protocols, and proprietary methodologies.

2 "Critical Infrastructure" means Customer's operational technology systems, including terminal operating systems, cargo handling equipment, and related control systems at designated facilities.

3 "Services" means the security infrastructure services described in Exhibit A, including implementation, monitoring, maintenance, and incident response.

4 "Service Levels" means the performance standards and metrics set forth in Exhibit B.

2. SCOPE OF SERVICES

1 Provider shall implement its DeepShield Maritime Security Platform(TM) across Customer's North American terminal operations, including:

- (a) Network security monitoring and threat detection
- (b) OT system protection and access control
- (c) Real-time anomaly detection and response
- (d) Security incident management and reporting
- (e) Compliance monitoring and documentation

2 Provider shall maintain 24/7 security operations center support for incident monitoring and response.

3 Provider shall conduct quarterly security assessments and provide detailed reports to Customer's designated security officers.

3. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for an initial term of twenty-four (24) months ("Initial Term").

2 Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

3 Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured for thirty (30) days following written notice.

4. FEES AND PAYMENT

1 Customer shall pay Provider the following fees:

- (a) Implementation Fee: \$750,000, payable as follows:
- 50% upon contract execution
 - 25% upon system deployment
 - 25% upon final acceptance

(b) Annual Service Fee: \$1,200,000, payable in quarterly installments

2 All invoices are due within thirty (30) days of receipt.

5. SERVICE LEVELS AND PERFORMANCE

1 Provider shall maintain the Service Levels specified in Exhibit B.

2 Failure to meet critical Service Levels shall result in service credits as detailed in Exhibit B.

3 Provider shall provide monthly performance reports documenting compliance with Service Levels.

6. CONFIDENTIALITY AND DATA PROTECTION

1 Each party shall protect the other's Confidential Information using the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

2 Provider shall comply with all applicable data protection laws and regulations, including GDPR and CCPA as applicable.

3 Provider shall maintain SOC 2 Type II certification throughout the term of this Agreement.

7. INTELLECTUAL PROPERTY

1 Provider retains all rights to its pre-existing intellectual property, including the DeepShield Maritime Security Platform(TM).

2 Customer shall own all Customer Data processed by Provider's systems.

3 Provider grants Customer a non-exclusive license to use Provider's software and systems during the term of this Agreement.

8. LIMITATION OF LIABILITY

1 Neither party's liability shall exceed the fees paid under this Agreement in the twelve months preceding the incident giving rise to liability.

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

9. INSURANCE

1 Provider shall maintain the following insurance coverage:

(a) Cyber liability insurance: \$10,000,000

(b) Professional liability insurance: \$5,000,000

(c) General liability insurance: \$2,000,000

10. 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 located in Delaware.

11. MISCELLANEOUS

1 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

2 Any modifications must be in writing and signed by both parties.

3 Neither party may assign this Agreement without the other party's written consent.

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, 2023

COSCO AMERICAS, INC.

By:

Name: [Customer Signatory]

Title: [Title]

Date:

[Exhibits A and B to be attached]