SOFTWARE LICENSE INSURANCE POLICY

Policy Number: SLI-2024-DS-0472

Effective Date: January 15, 2024

Expiration Date: January 15, 2025

This Software License Insurance Policy (the "Policy") is issued by TechGuard Insurance Corporation ("Insurer") to DeepShield Systems, Inc., a Delaware corporation ("Named Insured"), with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801.

1. DEFINITIONS

1. "Covered Software" means the Named Insured's proprietary software products, including but not limited to:

(a) DeepShield ICS Protection Platform(TM)

(b) DeepShield Maritime Defense Suite(TM)

(c) DeepShield SCADA Guardian(TM)

(d) All associated modules, updates, and derivatives thereof

2. "License Claim" means any third-party claim alleging:

(a) Software license infringement

(b) Unauthorized use of licensed technology

(c) Breach of software licensing agreements

(d) Violation of open-source license terms

3. "Loss" means all amounts the Named Insured becomes legally obligated to pay as a result of a covered License Claim, including:

(a) Damages and settlements

(b) Defense costs and legal fees

(c) License compliance remediation expenses

(d) Technology replacement costs

2. COVERAGE

1. The Insurer shall pay on behalf of the Named Insured all Loss arising from License Claims first

made during the Policy Period.

2. Coverage Extensions:

(a) Open source compliance violations

(b) Third-party software integration claims

(c) API licensing disputes

(d) Cloud service provider licensing conflicts

3. Coverage Territory: Worldwide

3. LIMITS OF LIABILITY

1. Aggregate Limit: $10,000,000

2. Per Claim Limit: $5,000,000

3. Sublimits:

(a) Open Source Compliance: $2,000,000

(b) Emergency Response Costs: $500,000

(c) License Audit Defense: $1,000,000

4. Retention: $100,000 per claim

4. EXCLUSIONS

1. This Policy does not apply to:

(a) Known prior acts or pending litigation

(b) Intentional license violations

(c) Criminal acts or fraud

(d) Patent infringement claims

(e) Claims between insureds

(f) Government enforcement actions

(g) Cryptocurrency or blockchain-related claims

5. CLAIMS CONDITIONS

1. Notice of Claims:

The Named Insured shall provide written notice to the Insurer of any License Claim as soon as practicable, but no later than:

(a) 30 days after discovery for actual claims

(b) 15 days for threatened claims requiring urgent response

2. Claims Handling:

(a) The Insurer shall have the right and duty to defend any covered License Claim

(b) The Named Insured shall not admit liability or settle any claim without the Insurer's written consent

(c) The Named Insured shall cooperate fully in the investigation and defense of claims

6. GENERAL CONDITIONS

1. Premium: $275,000 annual premium, payable in quarterly installments

2. Cancellation:

(a) The Named Insured may cancel this Policy by providing 30 days written notice

(b) The Insurer may cancel for non-payment with 10 days notice

(c) Premium shall be earned pro-rata upon cancellation

3. Other Insurance:

This Policy shall be excess over any other valid and collectible insurance

4. Subrogation:

The Insurer shall be subrogated to all rights of recovery of the Named Insured

7. ENDORSEMENTS

1. Cyber Security Enhancement Endorsement

2. Maritime Operations Extension

3. Critical Infrastructure Protection Amendment

4. SCADA Systems Special Coverage Extension

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed by its duly authorized representative.

TechGuard Insurance Corporation

By:

Name: Jonathan P. Williams

Title: Senior Underwriter

Date: January 15, 2024

DeepShield Systems, Inc.

By:

Name: Robert Kessler

Title: Chief Financial Officer

Date: January 15, 2024