

NORWEGIAN CRUISE LINE FLEET PROTECTION CONTRACT

THIS FLEET PROTECTION 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 2200 Innovation Way, Suite 400, Cambridge, Massachusetts 02142 ("Provider")

and

Norwegian Cruise Line Holdings Ltd., a Bermuda company with its principal place of business at 7665 Corporate Center Drive, Miami, Florida 33126 ("Client")

RECITALS

WHEREAS, Provider is engaged in the business of providing advanced industrial control system (ICS) security solutions and maritime cybersecurity protection services;

WHEREAS, Client operates a fleet of passenger cruise vessels requiring comprehensive cybersecurity protection for their operational technology (OT) systems;

WHEREAS, Client desires to engage Provider to implement and maintain fleet-wide cybersecurity protection services, and Provider desires to provide such services;

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

1. DEFINITIONS

1 "Protected Systems" means all operational technology systems, industrial control systems, navigation systems, and related network infrastructure aboard Client's vessels.

2 "Security Services" means the comprehensive suite of cybersecurity protection services described in Exhibit A.

3 "Covered Vessels" means the twenty-eight (28) cruise vessels owned or operated by Client as listed in Exhibit B.

4 "Service Level Requirements" means the performance standards and metrics detailed in Exhibit C.

2. SCOPE OF SERVICES

1 Provider shall implement and maintain the Security Services across all Protected Systems on all Covered Vessels.

2 Security Services shall include:

- (a) Deep-layer security architecture implementation
- (b) Real-time threat monitoring and detection
- (c) AI-driven anomaly detection
- (d) Automated incident response
- (e) Maritime-specific threat intelligence
- (f) 24/7 Security Operations Center (SOC) support
- (g) Quarterly security assessments and reporting

3 Provider shall maintain compliance with:

- (a) IMO Resolution MSC.428(98) on Maritime Cyber Risk Management
- (b) BIMCO Guidelines on Cyber Security Onboard Ships
- (c) Class society cybersecurity requirements
- (d) Flag state cybersecurity regulations

3. TERM AND RENEWAL

1 Initial Term: This Agreement shall commence on the Effective Date and continue for thirty-six (36) months.

2 Renewal: 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.

4. COMPENSATION

1 Base Fee: Client shall pay Provider an annual base fee of \$4,850,000 USD, payable in quarterly installments.

2 Per-Vessel Fee: Client shall pay an additional fee of \$175,000 USD per annum for each Covered Vessel added to the fleet during the term.

3 Emergency Response: Emergency incident response services outside the scope of normal operations shall be billed at \$850 USD per hour.

5. SERVICE LEVELS AND PERFORMANCE

1 Provider shall maintain 99.99% uptime for all security monitoring systems.

2 Critical alerts shall be responded to within 15 minutes.

3 Monthly performance reports shall be provided by the 5th business day of each month.

4 Quarterly security assessments shall be conducted for each Covered Vessel.

6. CONFIDENTIALITY

1 Each party shall protect Confidential Information with the same degree of care used to protect its own confidential information, but no less than reasonable care.

2 Security incident details, system vulnerabilities, and threat intelligence shall be treated as Confidential Information.

7. LIMITATION OF LIABILITY

1 Provider's aggregate liability under this Agreement shall not exceed the total fees paid by Client in the twelve (12) months preceding the claim.

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

8. INSURANCE

1 Provider shall maintain:

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

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

(c) Maritime operators liability insurance: \$5,000,000 per occurrence

9. TERMINATION

1 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.

2 Client may terminate for convenience upon ninety (90) days written notice and payment of early termination fees per Section 9.3.

10. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by the laws of the State of New York.

2 Any disputes shall be resolved in the United States District Court for the Southern District of New York.

SIGNATURES

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:

NORWEGIAN CRUISE LINE HOLDINGS LTD.

By:

Name:

Title:

Date:

[Note: Exhibits A, B, and C to be attached]