

# **BALTIC SHIPPING TERMINAL ACCESS CONTROL IMPLEMENTATION AGREEMENT**

THIS ACCESS CONTROL IMPLEMENTATION AGREEMENT (the "Agreement") is made effective as of March 1, 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 ("DeepShield" or the "Provider")

and

BALTIC MARITIME OPERATIONS AS, a Norwegian corporation with its registered office at Havnegata 15, 0150 Oslo, Norway ("Baltic Maritime" or the "Client")

## **RECITALS**

WHEREAS, DeepShield provides advanced industrial control system security solutions and specialized maritime facility protection systems;

WHEREAS, Baltic Maritime operates shipping terminals in multiple Nordic ports and seeks to implement enhanced access control systems at its Malm terminal facility;

WHEREAS, the parties desire to establish terms and conditions under which DeepShield will implement its MarineGuard(TM) Access Control System at Client's Malm terminal;

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

## **1. DEFINITIONS**

1 "Access Control System" means DeepShield's MarineGuard(TM) terminal security platform, including all hardware components, software licenses, and related documentation.

2 "Implementation Services" means the professional services provided by DeepShield to install, configure, and commission the Access Control System.

3 "Terminal Facility" means Client's shipping terminal located at Malm Harbor, Terminalgatan 2, 211 17 Malm, Sweden.

## **2. SCOPE OF SERVICES**

1 DeepShield shall provide and implement the Access Control System at the Terminal Facility, including:

- (a) Installation of physical access control points at all vehicle and personnel entrances
- (b) Deployment of biometric authentication systems
- (c) Implementation of RFID-based container tracking
- (d) Integration with existing CCTV and perimeter security systems
- (e) Configuration of command and control center

2 Implementation Services shall include:

- (a) Site survey and detailed implementation planning
- (b) Hardware installation and configuration
- (c) Software deployment and systems integration
- (d) Testing and commissioning
- (e) Staff training and documentation
- (f) Post-implementation support

## **3. IMPLEMENTATION TIMELINE**

1 The implementation shall proceed according to the following schedule:

Phase 1: Planning and Design (Weeks 1-4)

Phase 2: Hardware Installation (Weeks 5-12)

Phase 3: Software Configuration (Weeks 13-16)

Phase 4: Testing and Training (Weeks 17-20)

Phase 5: Final Commissioning (Weeks 21-24)

## **4. CLIENT RESPONSIBILITIES**

1 Client shall:

- (a) Provide necessary site access and security clearances
- (b) Ensure availability of required power and network infrastructure

- (c) Designate project liaison and technical contacts
- (d) Facilitate coordination with existing security vendors
- (e) Make personnel available for training

## **5. COMPENSATION**

1 Implementation Fee: Client shall pay Provider EUR 2,750,000 according to the following schedule:

- (a) 30% upon contract execution
- (b) 30% upon hardware delivery
- (c) 30% upon system commissioning
- (d) 10% upon final acceptance

2 Annual Maintenance: EUR 275,000 payable annually in advance

## **6. WARRANTIES AND LIMITATIONS**

1 Provider warrants that the Access Control System will perform substantially in accordance with specifications for 12 months following final acceptance.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7. CONFIDENTIALITY**

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

## **8. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue until final acceptance, unless earlier terminated.

2 Either party may terminate for material breach upon 30 days' written notice if such breach remains uncured.

## **9. GOVERNING LAW AND JURISDICTION**

1 This Agreement shall be governed by the laws of Sweden, without regard to conflicts of law principles.

2 Any disputes shall be resolved in the courts of Malm , Sweden.

## **EXECUTION**

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

**By:** \_

Name: Dr. Marcus Chen

Title: Chief Executive Officer

**Date:** \_

BALTIC MARITIME OPERATIONS AS

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_