

SERVICE LEVEL AGREEMENT

Thames Water Treatment Facilities Protection Services

THIS SERVICE LEVEL AGREEMENT (the "Agreement") is made and entered into as of February 1, 2024 (the "Effective Date")

BETWEEN:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("Service Provider")

AND:

Thames Water Utilities Limited, a company registered in England and Wales with company number 02366661, whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB ("Client")

1. DEFINITIONS

1 "Critical Infrastructure" means the water treatment facilities, control systems, and associated operational technology infrastructure operated by the Client.

2 "Security Services" means the industrial cybersecurity protection, monitoring, and incident response services provided by Service Provider.

3 "Service Levels" means the performance metrics and standards defined in Schedule A.

4 "System" means DeepShield's proprietary industrial control system (ICS) security platform.

2. SCOPE OF SERVICES

1 Service Provider shall:

(a) Deploy and maintain the System across Client's Critical Infrastructure;

(b) Provide 24/7/365 real-time monitoring and threat detection;

(c) Implement AI-driven anomaly detection and automated incident response;

(d) Conduct quarterly security assessments and vulnerability scanning;

- (e) Deliver monthly performance and security analytics reports.

3. SERVICE LEVELS AND PERFORMANCE METRICS

1 System Availability

- Minimum 99.99% uptime for core security functions
- Maximum 5 minutes of unplanned downtime per month
- Scheduled maintenance limited to 4 hours per quarter

2 Incident Response Times

- Critical alerts: 15 minute response time
- High severity: 1 hour response time
- Medium severity: 4 hour response time
- Low severity: 24 hour response time

3 Threat Detection

- Zero-day threats: Detection within 1 hour
- Known threats: Detection within 5 minutes
- False positive rate below 0.1%

4. CLIENT RESPONSIBILITIES

1 The Client shall:

- (a) Provide necessary access to Critical Infrastructure;
- (b) Maintain baseline operational technology configurations;
- (c) Notify Service Provider of planned system changes;
- (d) Designate technical points of contact;
- (e) Participate in quarterly review meetings.

5. COMPLIANCE AND SECURITY STANDARDS

1 Service Provider shall maintain compliance with:

- (a) ISO 27001:2013

- (b) IEC 62443
- (c) NIST Cybersecurity Framework
- (d) UK National Cyber Security Centre guidelines

6. SERVICE CREDITS AND PENALTIES

1 Service Provider shall issue service credits for failure to meet Service Levels:

- System Availability below 99.99%: 10% of monthly fee
- Critical incident response >15 min: 5% of monthly fee
- False positive rate >0.1%: 5% of monthly fee

7. TERM AND TERMINATION

1 Initial Term: 36 months from Effective Date

2 Renewal: Automatic 12-month renewal unless terminated

3 Termination for Cause: 30 days written notice

8. CONFIDENTIALITY AND DATA PROTECTION

1 Service Provider shall:

- (a) Maintain strict confidentiality of Client data
- (b) Implement UK GDPR-compliant data protection measures
- (c) Conduct annual security audits
- (d) Report data breaches within 24 hours

9. LIMITATION OF LIABILITY

1 Service Provider's total liability shall not exceed:

- (a) For direct damages: 12 months of service fees
- (b) For indirect damages: 1,000,000

10. EXECUTION

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: _

THAMES WATER UTILITIES LIMITED

By: _

Name: _

Title: _

Date: _