

# **PORT OF MIAMI SECURITY SYSTEMS UPGRADE AGREEMENT**

THIS SECURITY SYSTEMS UPGRADE AGREEMENT (the "Agreement") is made and entered into as of February 1, 2024 (the "Effective Date"), by and between DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Technology Drive, Suite 400, Cambridge, Massachusetts 02142 ("Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, acting by and through the Port of Miami ("Port Authority").

## **RECITALS**

WHEREAS, the Port Authority desires to upgrade and enhance the security systems at the Port of Miami to meet current maritime security requirements and cybersecurity standards;

WHEREAS, Contractor specializes in advanced industrial control system security solutions and critical infrastructure protection; and

WHEREAS, the Port Authority wishes to engage Contractor to provide comprehensive security system upgrades as specified herein, and Contractor desires to provide such services.

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

## **1. SCOPE OF WORK**

1 Contractor shall provide, install, and implement a comprehensive security systems upgrade at the Port of Miami, including:

- (a) Installation of DeepShield Maritime Defense Platform v4.2
- (b) Integration with existing SCADA systems and operational technology networks
- (c) Implementation of AI-driven threat detection systems
- (d) Deployment of real-time monitoring solutions
- (e) Installation of adaptive defense mechanisms
- (f) Integration with existing access control and surveillance systems

2 Detailed specifications and technical requirements are set forth in Exhibit A, attached hereto and incorporated by reference.

## **2. PROJECT TIMELINE**

1 The project shall be completed according to the following schedule:

Phase 1: System Assessment and Design (60 days)

Phase 2: Infrastructure Preparation (90 days)

Phase 3: System Implementation (120 days)

Phase 4: Testing and Validation (45 days)

Phase 5: Training and Handover (30 days)

2 Total project duration shall not exceed 345 days from the Effective Date.

## **3. COMPENSATION**

1 The Port Authority shall pay Contractor a total fixed fee of Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the services described herein.

2 Payment schedule:

- 20% upon contract execution
- 25% upon completion of Phase 2
- 30% upon completion of Phase 3
- 15% upon completion of Phase 4
- 10% upon final system acceptance

## **4. CONTRACTOR RESPONSIBILITIES**

1 Contractor shall:

- (a) Provide all necessary equipment, software, and materials
- (b) Maintain appropriate security clearances for personnel
- (c) Comply with all applicable maritime security regulations
- (d) Provide 24/7 emergency support during implementation
- (e) Document all system configurations and modifications
- (f) Train Port Authority personnel on system operation

## **5. PORT AUTHORITY RESPONSIBILITIES**

1 Port Authority shall:

- (a) Provide necessary access to facilities and systems
- (b) Designate a project liaison
- (c) Review and approve deliverables timely
- (d) Maintain existing infrastructure during implementation
- (e) Facilitate coordination with other port stakeholders

## **6. WARRANTIES AND REPRESENTATIONS**

1 Contractor warrants that:

- (a) All work will be performed in a professional manner
- (b) Systems will meet specified performance requirements
- (c) Software will be free from material defects
- (d) Implementation will not violate third-party rights

2 Warranty period shall extend 24 months from final system acceptance.

## **7. CONFIDENTIALITY**

1 Each party shall protect Confidential Information (as defined in Exhibit B) and use it solely for purposes of this Agreement.

2 Security-sensitive information shall be handled according to Maritime Transportation Security Act requirements.

## **8. INTELLECTUAL PROPERTY**

1 Contractor retains ownership of pre-existing IP and platform technology.

2 Port Authority receives perpetual license to use implemented systems.

## **9. TERMINATION**

1 Either party may terminate for material breach with 30 days' notice.

2 Port Authority may terminate for convenience with 60 days' notice.

## **10. INSURANCE AND INDEMNIFICATION**

1 Contractor shall maintain:

(a) Commercial General Liability: \$5,000,000

(b) Professional Liability: \$5,000,000

(c) Cyber Liability: \$10,000,000

(d) Workers' Compensation: Statutory limits

2 Contractor shall indemnify Port Authority against third-party claims.

## **11. GENERAL PROVISIONS**

1 Governing Law: Florida law governs this Agreement.

2 Dispute Resolution: Mandatory mediation before litigation.

3 Force Majeure: Standard provisions apply, excluding cybersecurity incidents.

4 Assignment: Neither party may assign without written consent.

5 Amendments: Must be in writing and signed by both parties.

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:**

MIAMI-DADE COUNTY

PORT OF MIAMI

**By:**

**Name:**

Title: Port Director

**Date:**

[Exhibits A and B to follow]