

PIPELINE MONITORING SYSTEMS CONTRACT

THIS AGREEMENT is made and entered into 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 Drive, Houston, TX 77002 ("Provider")

and

ExxonMobil Pipeline Company, a Delaware corporation with its principal place of business at 22777 Springwoods Village Parkway, Spring, TX 77389 ("Client")

RECITALS

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

WHEREAS, Client operates extensive pipeline infrastructure requiring sophisticated monitoring and security systems;

WHEREAS, Client desires to engage Provider to implement and maintain a comprehensive pipeline monitoring system across designated pipeline assets; and

WHEREAS, Provider desires to provide such services under the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party relating to the business, technology, products, services, and operations of such party.

2 "Monitoring System" means Provider's proprietary DeepShield(TM) Pipeline Monitoring Platform, including all hardware components, software, and related documentation.

3 "Pipeline Assets" means the Client's pipeline infrastructure specifically identified in Exhibit A.

4 "Services" means the implementation, maintenance, and operation of the Monitoring System as detailed in Section 2.

2. SCOPE OF SERVICES

1 Implementation Services

- (a) Provider shall install the Monitoring System at designated Pipeline Assets
- (b) Configure system parameters according to Client specifications
- (c) Integrate with Client's existing SCADA infrastructure
- (d) Conduct initial system testing and validation

2 Ongoing Monitoring Services

- (a) 24/7 real-time monitoring of Pipeline Assets
- (b) Automated threat detection and analysis
- (c) Incident response coordination
- (d) Regular system health checks
- (e) Performance optimization

3 Maintenance Services

- (a) Quarterly preventive maintenance
- (b) Software updates and patches
- (c) Hardware maintenance and replacement
- (d) Technical support services

3. TERM AND TERMINATION

1 Initial Term: Five (5) years from the Effective Date

2 Renewal: Automatic renewal for successive two-year terms unless terminated

3 Termination Rights

- (a) For cause with 30 days' written notice
- (b) For convenience with 180 days' written notice
- (c) Immediate termination for material breach

4. COMPENSATION

1 Implementation Fee: \$2,500,000 payable as follows:

(a) 40% upon contract execution

(b) 30% upon system installation

(c) 30% upon final acceptance

2 Annual Service Fee: \$750,000 payable quarterly in advance

3 Additional Services: Billed at Provider's then-current rates

5. PERFORMANCE STANDARDS

1 System Availability: 99.9% uptime guarantee

2 Response Times

(a) Critical alerts: 15 minutes

(b) High priority: 1 hour

(c) Medium priority: 4 hours

(d) Low priority: 24 hours

3 Service Level Credits as detailed in Exhibit B

6. INTELLECTUAL PROPERTY

1 Provider retains all rights to the Monitoring System

2 Client receives non-exclusive license during term

3 Client data remains Client's property

7. CONFIDENTIALITY

1 Five-year confidentiality obligation

2 Standard exclusions apply

3 Return of confidential information upon termination

8. LIMITATION OF LIABILITY

1 Cap on liability: 12 months of fees

2 Exclusion of consequential damages

3 Exceptions for gross negligence, willful misconduct

9. INSURANCE

1 Provider shall maintain:

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

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

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

(d) Workers' Compensation: Statutory limits

10. MISCELLANEOUS

1 Assignment requires written consent

2 Governing Law: Texas

3 Dispute Resolution: Arbitration in Houston

4 Force Majeure provisions apply

5 Entire agreement; amendments in writing

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:

EXXONMOBIL PIPELINE COMPANY

By:

Name:

Title:

Date:

[Exhibits A and B to be attached]