ExxonMobil Pipeline Security Protocol 2023

SECURITY SERVICES AGREEMENT

This Pipeline Security Protocol Agreement (the "Agreement") is entered into as of October 1, 2023 (the "Effective Date"), by and between:

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

and

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Pennsylvania Avenue NW, Suite 800, Washington, DC 20037 ("Service Provider")

1. DEFINITIONS

1 "Critical Infrastructure" means the pipeline systems, control stations, and associated operational technology infrastructure operated by ExxonMobil.

2 "Security Services" means the industrial control system (ICS) security solutions, monitoring services, and cybersecurity protection measures provided by Service Provider.

3 "Security Platform" means Service Provider's proprietary deep-layer security architecture and associated software systems.

2. SCOPE OF SERVICES

1 Service Provider shall implement and maintain comprehensive cybersecurity protection for ExxonMobil's Critical Infrastructure, including:

(a) Real-time monitoring of operational technology (OT) networks

(b) AI-driven threat detection and response

(c) SCADA system protection

(d) Industrial automation security

(e) Emergency response protocols

(f) Quarterly security assessments

2 Service Provider shall deploy its Security Platform across designated ExxonMobil pipeline facilities according to the implementation schedule in Exhibit A.

3. SECURITY STANDARDS AND COMPLIANCE

1 Service Provider shall maintain compliance with:

(a) TSA Pipeline Security Guidelines

(b) NIST Cybersecurity Framework

(c) API Standard 1164

(d) ISO/IEC 27001:2022

(e) NERC CIP Standards

2 Security measures shall meet or exceed the requirements specified in ExxonMobil's Operations Integrity Management System (OIMS).

4. INCIDENT RESPONSE AND REPORTING

1 Service Provider shall:

(a) Maintain 24/7/365 security operations center coverage

(b) Respond to critical alerts within 15 minutes

(c) Provide incident reports within 1 hour of detection

(d) Conduct root cause analysis within 24 hours

(e) Implement remediation measures within agreed timeframes

2 Monthly security reports shall be provided to ExxonMobil's designated security officer by the 5th business day of each month.

5. CONFIDENTIALITY AND DATA PROTECTION

1 Service Provider shall protect all pipeline operational data, security configurations, and system vulnerabilities in accordance with ExxonMobil's data classification standards.

2 Access to security systems shall be restricted to authorized personnel who have completed ExxonMobil's security clearance process.

6. TERM AND TERMINATION

1 Initial Term: Three (3) years from the Effective Date

2 Renewal: Automatic one-year renewals unless terminated with 90 days' notice

3 Termination for Cause: Immediate upon material breach

7. COMPENSATION

1 Base Fee: $2,750,000 per annum, payable quarterly

2 Emergency Response Fees: As specified in Exhibit B

3 System Upgrade Costs: Subject to prior written approval

8. INSURANCE AND INDEMNIFICATION

1 Service Provider shall maintain:

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

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

(c) General liability insurance: $5,000,000 per occurrence

2 Service Provider shall indemnify ExxonMobil against security breaches caused by gross negligence or willful misconduct.

9. GOVERNING LAW AND JURISDICTION

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

2 Exclusive jurisdiction in Harris County, Texas.

SIGNATURES

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

EXXONMOBIL PIPELINE COMPANY

By: _
Name: [Authorized Officer]
Title: Vice President, Pipeline Operations

Date: _

DEEPSHIELD SYSTEMS, INC.

By: _

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: _

[Corporate Seals]