

JACKSONVILLE PORT SECURITY IMPLEMENTATION AGREEMENT

THIS PORT SECURITY 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 Technology Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield" or the "Provider")

AND

Jacksonville Port Authority, a body corporate and politic of the State of Florida, with its principal place of business at 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("JAXPORT" or the "Authority")

RECITALS

WHEREAS, the Authority operates multiple marine terminals and facilities at the Port of Jacksonville requiring advanced cybersecurity protection for operational technology (OT) systems;

WHEREAS, DeepShield provides specialized industrial control system (ICS) security solutions for maritime facilities and critical infrastructure;

WHEREAS, the Authority desires to engage DeepShield to implement comprehensive cybersecurity protection for its port operations; and

WHEREAS, the parties wish to memorialize the terms and conditions under which such services shall be provided;

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

1. SCOPE OF SERVICES

1 ****Implementation Services.**** DeepShield shall provide the following implementation services:

(a) Installation and configuration of the DeepShield Maritime Security Platform(TM) across all designated port facilities;

- (b) Integration with existing OT systems, including cargo handling equipment, access control systems, and terminal operating systems;
- (c) Deployment of AI-enabled threat detection modules customized for maritime operations;
- (d) Implementation of real-time monitoring and response capabilities for critical infrastructure protection.

2 ****Project Phases.**** The implementation shall proceed in four (4) phases:

- Phase I: System Assessment & Design (45 days)
- Phase II: Core Platform Deployment (90 days)
- Phase III: Integration & Testing (60 days)
- Phase IV: Operational Handover (30 days)

2. SECURITY REQUIREMENTS

1 ****Compliance Standards.**** All implementations shall comply with:

- MTSA regulations (33 CFR Part 105)
- NIST Cybersecurity Framework
- ISM Code requirements
- Coast Guard Cyber Strategy guidelines

2 ****Security Clearances.**** DeepShield personnel requiring facility access shall obtain Transportation Worker Identification Credentials (TWIC) and complete Authority background checks.

3. DELIVERABLES

1 ****Required Deliverables.**** DeepShield shall provide:

- (a) Detailed implementation plan and schedule
- (b) System architecture documentation
- (c) Integration specifications
- (d) Testing protocols and results
- (e) Training materials and procedures
- (f) Operational handover documentation

2 ****Acceptance Criteria.**** Each deliverable shall be subject to Authority review and written acceptance.

4. TERM AND TERMINATION

1 ****Term.**** This Agreement shall commence on the Effective Date and continue for twenty-four (24) months, unless earlier terminated.

2 ****Termination Rights.**** Either party may terminate:

(a) For material breach, upon 30 days' written notice and opportunity to cure

(b) For convenience, upon 90 days' written notice

5. FEES AND PAYMENT

1 ****Implementation Fees.**** Authority shall pay \$2,875,000 according to the following schedule:

- 25% upon contract execution
- 25% upon Phase II completion
- 25% upon Phase III completion
- 25% upon final acceptance

2 ****Expenses.**** Reasonable travel and materials expenses shall be reimbursed at cost plus 10%.

6. CONFIDENTIALITY

1 ****Protected Information.**** All security implementations, configurations, and vulnerabilities shall be treated as Confidential Information.

2 ****Non-Disclosure.**** Neither party shall disclose Confidential Information except to authorized personnel with a need to know.

7. WARRANTIES AND LIMITATIONS

1 ****Limited Warranty.**** DeepShield warrants that services will be performed in a professional manner consistent with industry standards.

2 ****Disclaimer.**** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

8. GENERAL PROVISIONS

1 ****Force Majeure.**** Neither party shall be liable for delays due to causes beyond reasonable control.

2 ****Assignment.**** Neither party may assign this Agreement without prior written consent.

3 ****Governing Law.**** This Agreement shall be governed by Florida law.

4 ****Entire Agreement.**** This Agreement constitutes the complete understanding between the parties.

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:

JACKSONVILLE PORT AUTHORITY

By:

Name:

Title:

Date: