

# CLOUD SERVICES PROTECTION AGREEMENT

THIS CLOUD SERVICES PROTECTION AGREEMENT (the "Agreement") is made effective as of [DATE] (the "Effective Date"), by and between DeepShield Systems, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("DeepShield" or the "Company").

## 1. DEFINITIONS

1 "Cloud Services" means the cloud-based components of DeepShield's industrial control system (ICS) security solutions, including but not limited to threat detection, monitoring, and response systems deployed via cloud infrastructure.

2 "Critical Infrastructure" means the operational technology (OT) environments, SCADA networks, and industrial automation systems protected by DeepShield's solutions.

3 "Security Architecture" means DeepShield's proprietary deep-layer security protocols, methodologies, and implementations for protecting cloud-based industrial control systems.

## 2. SECURITY MEASURES

### 1 Data Center Security

DeepShield shall maintain its cloud services in ISO 27001 certified data centers with SOC 2 Type II compliance, implementing physical security controls including:

- (a) 24/7 security personnel
- (b) Biometric access controls
- (c) Video surveillance
- (d) Environmental monitoring systems

### 2 Network Security

The Company shall implement:

- (a) Multi-layer firewalls with IDS/IPS capabilities
- (b) Network segmentation
- (c) Encrypted VPN connections
- (d) Regular penetration testing
- (e) Real-time threat monitoring

### 3 Data Protection

DeepShield shall maintain:

- (a) AES-256 encryption for data at rest
- (b) TLS 1.3 encryption for data in transit
- (c) Key management systems
- (d) Regular backup procedures
- (e) Disaster recovery protocols

## **3. COMPLIANCE AND CERTIFICATIONS**

### 1 Industry Standards

DeepShield shall maintain compliance with:

- (a) ISO 27001:2013
- (b) NIST Cybersecurity Framework
- (c) IEC 62443
- (d) Maritime cybersecurity standards
- (e) Relevant industrial regulatory requirements

### 2 Audit Requirements

The Company shall:

- (a) Conduct quarterly internal security audits
- (b) Undergo annual third-party security assessments
- (c) Maintain audit logs for minimum 365 days
- (d) Document all security incidents and responses

## **4. INCIDENT RESPONSE**

### 1 Security Incident Management

DeepShield shall maintain:

- (a) 24/7 Security Operations Center (SOC)
- (b) Incident response team
- (c) Documented incident response procedures
- (d) Customer notification protocols

## 2 Response Times

The Company commits to:

- (a) Critical incidents: 15-minute response
- (b) High severity: 1-hour response
- (c) Medium severity: 4-hour response
- (d) Low severity: 24-hour response

## **5. SERVICE LEVEL COMMITMENTS**

### 1 Availability

DeepShield guarantees:

- (a) 99.99% uptime for critical services
- (b) Scheduled maintenance windows
- (c) Redundant systems and failover capabilities
- (d) Geographic distribution of services

### 2 Performance Metrics

The Company shall maintain:

- (a) Maximum 100ms latency
- (b) Real-time threat detection
- (c) Automated response capabilities
- (d) System health monitoring

## **6. CONFIDENTIALITY**

### 1 The Company shall:

- (a) Protect customer data confidentiality
- (b) Implement access controls
- (c) Train personnel on security procedures
- (d) Maintain confidentiality agreements

## **7. LIABILITY AND INDEMNIFICATION**

### 1 Limitation of Liability

DeepShield's liability shall be limited to:

- (a) Direct damages
- (b) 12 months of service fees
- (c) Excludes consequential damages
- (d) Force majeure events

## 2 Indemnification

The Company shall indemnify for:

- (a) Security breaches due to negligence
- (b) Intellectual property claims
- (c) Regulatory violations
- (d) Third-party claims

## **8. TERM AND TERMINATION**

### 1 Term

This Agreement shall:

- (a) Commence on the Effective Date
- (b) Continue for 36 months
- (c) Auto-renew for 12-month periods
- (d) Require 90-day termination notice

### 2 Post-Termination

Upon termination:

- (a) Return of customer data
- (b) Destruction of confidential information
- (c) Continuation of security obligations
- (d) Survival of applicable provisions

## **9. GOVERNING LAW**

1 This Agreement shall be governed by Delaware law.

2 Disputes shall be resolved in Delaware courts.

## **10. EXECUTION**

IN WITNESS WHEREOF, the authorized representative of DeepShield Systems, Inc. has executed this Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

**By:** \_

Name: Dr. Marcus Chen

Title: Chief Executive Officer

**Date:** \_