

VESSEL SECURITY SYSTEMS AGREEMENT

THIS VESSEL SECURITY SYSTEMS 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 Innovation Drive, Suite 400, Cambridge, Massachusetts 02142 ("Provider")

and

Hapag-Lloyd AG, a company organized under the laws of Germany with its principal place of business at Ballindamm 25, 20095 Hamburg, Germany ("Customer")

RECITALS

WHEREAS, Provider is engaged in the business of developing and implementing advanced cybersecurity solutions for maritime vessels and critical infrastructure;

WHEREAS, Customer operates a fleet of container vessels and seeks to enhance its maritime cybersecurity capabilities;

WHEREAS, Customer desires to engage Provider to implement and maintain vessel security systems across its designated fleet, and Provider desires to provide such services;

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

1. DEFINITIONS

1 "Authorized Vessels" means the Customer vessels listed in Exhibit A, as may be amended from time to time by written agreement of the parties.

2 "DeepShield Maritime Platform" means Provider's proprietary vessel security system, including all hardware components, software, and related documentation.

3 "Security Services" means the implementation, monitoring, maintenance, and support services described in Exhibit B.

4 "System Data" means all data collected, generated, or processed by the DeepShield Maritime Platform.

2. SCOPE OF SERVICES

1 Implementation. Provider shall install and configure the DeepShield Maritime Platform on each Authorized Vessel according to the implementation schedule in Exhibit C.

2 Security Services. Provider shall provide ongoing Security Services for each Authorized Vessel, including:

- (a) 24/7 security monitoring and threat detection
- (b) Real-time incident response and mitigation
- (c) System updates and maintenance
- (d) Compliance reporting and documentation
- (e) Crew training and support

3 Service Levels. Provider shall perform all Services in accordance with the service levels specified in Exhibit D.

3. CUSTOMER OBLIGATIONS

1 Access and Cooperation. Customer shall provide Provider with:

- (a) Physical access to Authorized Vessels as reasonably required
- (b) Network access and technical information necessary for implementation
- (c) Designated personnel for coordination and training
- (d) Prompt notification of any security incidents or system issues

2 Compliance. Customer shall:

- (a) Maintain all required maritime certifications and permits
- (b) Ensure crew compliance with security protocols
- (c) Implement recommended security policies and procedures

4. FEES AND PAYMENT

1 Implementation Fees. Customer shall pay implementation fees as specified in Exhibit E.

2 Service Fees. Customer shall pay monthly service fees per Authorized Vessel as specified in Exhibit E.

3 Payment Terms. All invoices are due within 30 days of receipt.

5. INTELLECTUAL PROPERTY

1 Provider IP. Provider retains all rights, title, and interest in the DeepShield Maritime Platform and related intellectual property.

2 System Data. Provider shall have the right to collect and analyze System Data to improve its services, subject to Section 6.

6. CONFIDENTIALITY AND DATA PROTECTION

1 Confidential Information. Each party shall protect the other's confidential information using commercially reasonable measures.

2 Data Security. Provider shall:

- (a) Implement industry-standard security measures
- (b) Comply with IMO cybersecurity guidelines
- (c) Maintain ISO 27001 certification
- (d) Process data in accordance with applicable maritime regulations

7. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and continue for three (3) years, with automatic one-year renewals unless terminated.

2 Termination. Either party may terminate:

- (a) For convenience with 90 days' written notice
- (b) For material breach with 30 days' written notice
- (c) Immediately for insolvency or bankruptcy

8. LIABILITY AND INDEMNIFICATION

1 Limitation of Liability. Neither party's liability shall exceed fees paid in the preceding 12 months, except for:

- (a) Gross negligence or willful misconduct
- (b) Breach of confidentiality obligations
- (c) Intellectual property infringement

2 Indemnification. Each party shall indemnify the other against third-party claims arising from breach of this Agreement.

9. INSURANCE

1 Required Coverage. Provider shall maintain:

- (a) Commercial general liability insurance
- (b) Professional liability insurance
- (c) Cyber liability insurance
- (d) Maritime operators' insurance

10. GENERAL PROVISIONS

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

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

3 Governing Law. This Agreement shall be governed by the laws of the State of New York.

4 Dispute Resolution. Disputes shall be resolved through arbitration in New York under ICC rules.

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:

HAPAG-LLOYD AG

By:

Name:

Title:

Date:

[Note: Exhibits A-E to be attached]