

# **PRODUCT PERFORMANCE WARRANTY**

**EFFECTIVE DATE: January 1, 2024**

This Product Performance Warranty (the "Warranty") is provided by DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Cyber Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield" or the "Company").

## **1. DEFINITIONS**

1. "Products" means the DeepShield industrial control system (ICS) security solutions, including but not limited to the DeepShield Platform(TM), OT Sentinel(TM), and Maritime Shield(TM) software and associated hardware components.
2. "Customer" means any entity that has purchased Products directly from DeepShield or through its authorized resellers pursuant to a valid purchase agreement.
3. "Warranty Period" means twenty-four (24) months from the date of initial Product deployment or activation, whichever occurs first.
4. "Performance Specifications" means the technical specifications and performance metrics detailed in the Product Documentation provided to Customer.

## **2. WARRANTY COVERAGE**

1. DeepShield warrants that during the Warranty Period, the Products will:
  - (a) Substantially conform to the Performance Specifications;
  - (b) Detect and report industrial control system security threats with at least 99.5% accuracy;
  - (c) Maintain system availability of 99.9%, excluding scheduled maintenance;
  - (d) Process and analyze OT network traffic with latency not exceeding 50 milliseconds;
  - (e) Generate automated incident response recommendations within 30 seconds of threat detection.
2. This Warranty extends only to the original Customer and is non-transferable.

## **3. EXCLUSIONS**

1. This Warranty does not cover defects or performance issues resulting from:

- (a) Unauthorized modification of the Products;
- (b) Integration with unauthorized third-party systems;
- (c) Operation outside specified environmental parameters;
- (d) Failure to implement DeepShield's recommended security updates;
- (e) Force majeure events;
- (f) Cyber attacks or network intrusions that exploit previously unknown vulnerabilities.

#### **4. REMEDY**

1. If the Products fail to meet the warranted performance criteria during the Warranty Period, DeepShield will, at its option:

- (a) Repair or modify the Products to conform to the Performance Specifications;
- (b) Replace the non-conforming Products with conforming Products;
- (c) Refund the purchase price for the non-conforming Products upon their return.

2. The remedy selected by DeepShield shall be the Customer's sole and exclusive remedy.

#### **5. WARRANTY CLAIM PROCEDURE**

1. To make a warranty claim, Customer must:

- (a) Notify DeepShield in writing within 30 days of discovering the non-conformance;
- (b) Provide detailed documentation of the performance issue;
- (c) Grant DeepShield remote access to investigate the claimed non-conformance;
- (d) Cooperate with DeepShield's reasonable troubleshooting requests.

#### **6. LIMITATION OF LIABILITY**

1. DEEPSHIELD'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE NON-CONFORMING PRODUCTS.

2. IN NO EVENT SHALL DEEPSHIELD BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS.

#### **7. DISCLAIMER**

1. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. No employee, agent, dealer, or other person is authorized to modify this Warranty or make additional warranties binding on DeepShield.

## **8. GOVERNING LAW**

1. This Warranty shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

## **9. EXECUTION**

IN WITNESS WHEREOF, DeepShield has caused this Warranty to be executed by its duly authorized representative.

DEEPSHIELD SYSTEMS, INC.

**By:**

Name: Dr. Marcus Chen

Title: Chief Executive Officer

Date: January 1, 2024