

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of December 15, 2023 (the "Effective Date"), by and between:

DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2100 Cyber Way, Suite 400, Boston, MA 02110 ("DeepShield" or "Service Provider")

and

Havenbedrijf Rotterdam N.V. (Port of Rotterdam Authority), a public limited company established under the laws of the Netherlands, with its registered office at World Port Center, Wilhelminakade 909, 3072 AP Rotterdam, The Netherlands ("Customer")

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

2 "Services" means the industrial cybersecurity and operational technology protection services provided by DeepShield, including:

- (a) Maritime-specific OT network monitoring
- (b) Port infrastructure threat detection
- (c) SCADA system protection
- (d) Real-time anomaly detection
- (e) Incident response automation
- (f) Custom security architecture implementation

3 "Service Level Agreement" or "SLA" means the service level terms set forth in Exhibit A.

2. SERVICES AND IMPLEMENTATION

1 Service Provider shall provide the Services described in this Agreement and accompanying Statement of Work(s) in accordance with the terms and conditions herein.

2 Implementation Schedule. Service Provider shall implement the Services according to the following phases:

- (a) Phase 1: Infrastructure Assessment & Architecture Design (Weeks 1-4)
- (b) Phase 2: Core System Deployment & Integration (Weeks 5-12)
- (c) Phase 3: Advanced Features Implementation (Weeks 13-20)
- (d) Phase 4: Testing & Optimization (Weeks 21-24)

3 Customer Responsibilities. Customer shall:

- (a) Provide timely access to relevant systems and facilities
- (b) Designate qualified personnel as points of contact
- (c) Supply necessary documentation and technical specifications
- (d) Participate in required training sessions
- (e) Maintain necessary network connectivity

3. FEES AND PAYMENT

1 Service Fees. Customer shall pay Service Provider:

- (a) Implementation Fee: 875,000
- (b) Annual Subscription Fee: 650,000
- (c) Professional Services: 185/hour

2 Payment Terms. All invoices are due within thirty (30) days of receipt. Late payments shall accrue interest at 1.5% per month.

3 Taxes. Customer shall be responsible for all applicable taxes, except taxes based on Service Provider's net income.

4. INTELLECTUAL PROPERTY

1 Service Provider retains all right, title, and interest in and to its pre-existing intellectual property, including all software, algorithms, and proprietary technologies.

2 Customer shall retain ownership of all Customer Data processed through the Services.

3 Any modifications, improvements, or derivatives of Service Provider's technology developed during the performance of Services shall belong exclusively to Service Provider.

5. CONFIDENTIALITY

1 Each party agrees to protect the other's Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

2 The receiving party shall use Confidential Information solely for the purposes of this Agreement and shall not disclose such information to any third party without prior written consent.

6. WARRANTIES AND LIMITATIONS

1 Service Provider warrants that:

- (a) Services will be performed in a professional manner
- (b) Services will materially conform to the specifications
- (c) Services will comply with applicable laws and regulations

2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

7. TERM AND TERMINATION

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

2 Termination for Cause. Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured for thirty (30) days following written notice.

8. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE CLAIM.

9. GENERAL PROVISIONS

1 Force Majeure. Neither party shall be liable for delays caused by events beyond its reasonable control.

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

3 Governing Law. This Agreement shall be governed by the laws of the Netherlands.

4 Dispute Resolution. Any disputes shall be resolved through binding arbitration in Rotterdam 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:

PORT OF ROTTERDAM AUTHORITY

By:

Name:

Title:

Date: