

# KUWAIT OIL TERMINAL PROTECTION AGREEMENT

THIS KUWAIT OIL TERMINAL PROTECTION AGREEMENT (the "Agreement") is made and entered into 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 Innovation Way, Suite 400, Cambridge, Massachusetts 02142, USA ("DeepShield" or "Service Provider")

and

KUWAIT NATIONAL PETROLEUM COMPANY K.S.C., a company organized under the laws of Kuwait, with its principal place of business at Ahmed Al Jaber Oil & Gas Exhibition, Kuwait City, Kuwait ("KNPC" or "Client")

## RECITALS

WHEREAS, Client operates critical oil terminal infrastructure facilities in Kuwait, including the Mina Al Ahmadi, Mina Abdullah, and Shuaiba terminal complexes (collectively, the "Protected Facilities");

WHEREAS, Service Provider specializes in advanced industrial control system security solutions and critical infrastructure protection; and

WHEREAS, Client desires to engage Service Provider to implement and maintain comprehensive cybersecurity protection systems for the Protected Facilities, and Service Provider desires to provide such services.

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

## 1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party relating to the business, technology, or operations of such party.

2 "DeepShield Platform" means Service Provider's proprietary industrial cybersecurity platform and associated software, including all updates and modifications thereto.

3 "Documentation" means all user manuals, technical specifications, and other documentation relating to the Services.

4 "Services" means the cybersecurity protection services described in Exhibit A.

## **2. SERVICES**

1 Scope of Services. Service Provider shall provide the Services described in Exhibit A, including:

- (a) Implementation of the DeepShield Platform across all Protected Facilities
- (b) 24/7 security monitoring and threat detection
- (c) Real-time incident response and mitigation
- (d) Regular security assessments and reporting
- (e) Staff training and capability building

2 Service Levels. Service Provider shall perform the Services in accordance with the service levels specified in Exhibit B.

3 Change Orders. Any changes to the scope of Services shall be documented in a written change order signed by both parties.

## **3. CLIENT OBLIGATIONS**

1 Access and Cooperation. Client shall provide Service Provider with:

- (a) Necessary access to Protected Facilities
- (b) Required technical documentation and network information
- (c) Designated points of contact
- (d) Prompt responses to Service Provider inquiries
- (e) Safe working conditions for on-site personnel

2 Technical Infrastructure. Client shall maintain minimum technical infrastructure requirements as specified in Exhibit C.

## **4. FEES AND PAYMENT**

1 Service Fees. Client shall pay Service Provider the fees set forth in Exhibit D.

2 Payment Terms. Invoices shall be paid within thirty (30) days of receipt.

3 Taxes. All fees are exclusive of applicable taxes, which shall be paid by Client.

## **5. INTELLECTUAL PROPERTY**

1 Service Provider IP. Service Provider retains all rights in the DeepShield Platform and related intellectual property.

2 Client Data. Client retains all rights in its data and operational information.

3 Improvements. Service Provider shall own all improvements to the DeepShield Platform.

## **6. CONFIDENTIALITY**

1 Protection Obligations. Each party shall protect Confidential Information using reasonable care.

2 Permitted Disclosure. Confidential Information may be disclosed:

(a) To employees and contractors who need to know

(b) As required by law or regulation

(c) With the other party's written consent

## **7. TERM AND TERMINATION**

1 Term. This Agreement shall commence on the Effective Date and continue for five (5) years.

2 Termination Rights. Either party may terminate:

(a) For material breach upon 30 days' notice

(b) Immediately for insolvency

(c) Upon 90 days' written notice

## **8. LIMITATION OF LIABILITY**

1 Cap on Damages. Service Provider's liability shall not exceed fees paid in prior 12 months.

2 Exclusions. Liability cap shall not apply to:

(a) Gross negligence or willful misconduct

(b) Intellectual property infringement

(c) Confidentiality breaches

## **9. MISCELLANEOUS**

1 Force Majeure. Neither party shall be liable for delays due to force majeure events.

2 Assignment. Neither party may assign without the other's written consent.

3 Governing Law. This Agreement shall be governed by Delaware law.

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

5 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

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:** \_

KUWAIT NATIONAL PETROLEUM COMPANY K.S.C.

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

[Exhibits A-D to be attached]