BP MARITIME TERMINAL SECURITY SYSTEMS CONTRACT

THIS SECURITY SYSTEMS CONTRACT (the "Agreement") is made effective 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 Drive, Suite 400, Wilmington, Delaware 19801 ("Contractor")

and

BP Marine Limited, a company registered in England and Wales with company number 1580654, whose registered office is at 1 St James's Square, London, SW1Y 4PD ("Client")

RECITALS

WHEREAS, Client operates maritime terminals and related facilities requiring advanced cybersecurity and physical security systems;

WHEREAS, Contractor specializes in industrial control system security solutions and critical infrastructure protection; and

WHEREAS, Client desires to engage Contractor to provide comprehensive security system services for its maritime terminal operations, and Contractor 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 "Deliverables" means all work product, including software, documentation, and reports created by Contractor pursuant to this Agreement.

3 "Security Systems" means the integrated industrial cybersecurity platform and related components to be implemented at Client's maritime terminals.

4 "Services" means the security system implementation, maintenance, and support services provided by Contractor.

2. SCOPE OF SERVICES

1 Contractor shall provide and implement comprehensive Security Systems at Client's maritime terminals, including:

(a) OT network monitoring and protection systems

(b) Real-time threat detection and response capabilities

(c) Maritime-specific security modules

(d) Integration with existing terminal operations systems

(e) 24/7 security operations center support

2 Implementation Schedule. Contractor shall complete implementation according to the timeline specified in Exhibit A.

3 Acceptance Testing. All Security Systems shall undergo acceptance testing pursuant to the criteria set forth in Exhibit B.

3. COMPENSATION AND PAYMENT

1 Service Fees. Client shall pay Contractor the following fees:

(a) Implementation Fee: $2,750,000

(b) Annual Maintenance Fee: $450,000

(c) Additional Services: As specified in Exhibit C

2 Payment Terms. Implementation Fee shall be paid in installments as follows:

(a) 30% upon contract execution

(b) 40% upon system deployment

(c) 30% upon final acceptance

3 Maintenance fees shall be paid quarterly in advance.

4. TERM AND TERMINATION

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

2 Termination for Cause. Either party may terminate this Agreement upon material breach by the

other party, following thirty (30) days' written notice and opportunity to cure.

3 Effect of Termination. Upon termination:

(a) Contractor shall transfer all system documentation to Client

(b) Client shall pay all outstanding fees for Services rendered

(c) Confidentiality obligations shall survive

5. WARRANTIES AND REPRESENTATIONS

1 Contractor warrants that:

(a) Services will be performed in a professional manner

(b) Security Systems will conform to specifications in Exhibit D

(c) Deliverables will be free from material defects

(d) No open source software will be incorporated without prior approval

2 Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

6. INTELLECTUAL PROPERTY

1 Contractor retains ownership of all pre-existing intellectual property.

2 Client receives a perpetual, non-exclusive license to use the Security Systems.

3 Custom Developments. Any custom developments specifically created for Client shall be owned by Client.

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care used to protect its own confidential information.

2 Confidentiality obligations survive termination for five (5) years.

8. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, OR

CONSEQUENTIAL DAMAGES.

2 Contractor's total liability shall not exceed fees paid in the twelve months preceding the claim.

9. INSURANCE

1 Contractor shall maintain:

(a) Commercial General Liability: $5,000,000 per occurrence

(b) Professional Liability: $10,000,000 aggregate

(c) Cyber Liability: $10,000,000 per claim

10. GENERAL PROVISIONS

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

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

3 Dispute Resolution. Disputes shall be resolved through binding arbitration in Wilmington, Delaware.

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

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:

BP MARINE LIMITED

By:

Name:

Title:

Date:

[Exhibits A-D to be attached]