

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made March 7, 2024 (the "Effective Date") by and between z-alpha Inc. ("Company") and Frontier Scientific Solutions, LLC, a North Carolina limited liability company with an office located at 805 N. 23rd Street, Wilmington, NC 28405 ("Service Provider"). Company and Service Provider may each be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Company may wish to retain certain services, including certain storage services of Service Provider from time to time in connection with certain activities Company is conducting (each, a "Project") as more fully set forth in various project specific addenda to be attached to this Agreement and incorporated herein by reference (each, a "Project Addendum" and, collectively, the "Project Addenda"); and

WHEREAS, Service Provider wishes to provide such services to Company in accordance with the terms of this Agreement and attached Project Addenda.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, and other good and valuable consideration, the exchange, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Project Addenda. In the event that Company and Service Provider reach agreement with respect to a particular Project, a Project Addendum, substantially in the form attached as Exhibit A, and together with this Agreement (but separate and apart from any other Project Addendum) shall collectively constitute the entire agreement for the specific Project. No Project Addendum, or any modification thereto, shall become effective or be attached to or made a part of this Agreement unless it is first executed by both Parties in writing and specifically references this Agreement. To the extent any terms set forth in a Project Addendum conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed in writing by the Parties in such Project Addendum referencing the applicable provision of this Agreement.

2 Services.

2.1 Diligence. Service Provider agrees, and shall ensure that the Service Provider Personnel (as defined below) agree to: (a) complete diligently the services described in each Project Addendum (the "Services"), (b) fully and strictly comply with this Agreement, the applicable Project Addendum, standard operating procedures approved in writing by Company, Applicable Laws, and industry standards with respect to the performance of the Services, including the transport, handling, research, processing, and disposal of the Materials (as defined below), (c) obtain all necessary authorizations, approvals and licenses for the performance of the Services, including the transport, handling, research, processing, and disposal of Materials, in compliance with Applicable Laws and (d) complete its obligations under each Project in the timeframe specified in the Project Addendum. As used in this Agreement, "Applicable Laws" means all laws, ordinances, rules and regulations of any governmental or regulatory authority that apply to the Services and the activities contemplated under this Agreement, including (i) all applicable federal, state and local laws, rules and regulations; (ii) the U.S. Federal Food, Drug and Cosmetic Act ("FDCA"); (iii) regulations and guidelines of the U.S. Food and Drug Administration, including current Good Manufacturing Practices ("cGMP"); (iv) Health Insurance Portability and Accountability Act of 1996 as amended and the regulations promulgated thereunder; and (v) applicable industry standards in the industry when performing studies used to support regulatory filings.

2.2 Delivery and Risk of Loss; Packaging. Service Provider shall make deliveries of Materials through a common carrier reasonably acceptable to Company to the delivery destination(s) specified by Company by the delivery date set forth in the applicable Project Addendum. Service Provider shall provide Materials to Company packaged in accordance with this Agreement and any other specifications agreed to by the Parties. Risk of loss and damage to Materials, shall remain with Service Provider until delivery to Company or its designee in accordance with the foregoing. At least fifteen (15) days prior to Service Provider's delivery of any Materials, Service Provider shall provide to Company for its review any applicable documentation associated with the storage of a given batch of Materials required under this Agreement or by Applicable Law, including certificates of analysis establishing the performance of all required quality testing and the results thereof for Material (collectively, "Batch Documentation"). Service Provider shall not ship or deliver Materials until Company has provided its prior approval of such delivery following its review of the Batch Documentation. For clarity, Batch Documentation constitutes Records (as defined below) under this Agreement.

2.3 Project Personnel. Service Provider shall only allow the employees and personnel of Service Provider under its direct control and supervision (collectively "Service Provider Personnel"), to perform the Services and to have access to the Confidential Information, and Materials (each as defined below).

2.4 Subcontractors. Service Provider shall not assign, delegate, or subcontract any of the Services without the prior written consent of Company which shall not be unreasonably withheld, conditioned or delayed. Any such consent shall not relieve Service Provider of its obligations under this Agreement, and Service Provider shall be and remain responsible for the activities of all of its subcontractors under this Agreement, and shall cause such subcontractors to perform such activities in compliance with the terms of this Agreement, as if such activities were conducted by Service Provider itself.

2.5 Records; Reports; Further Assurances; Inspections.

(a) Records. In connection with the Services performed hereunder, including any use or disposal of Materials, for each Project, Service Provider shall ensure that the Service Provider Personnel who perform such Services shall maintain accurate and complete records and data relating to such Project ("Records") in accordance with Applicable Laws, including but not limited to all applicable FDA regulations and guidelines and cGMP, and shall maintain such Records for the longer of two (2) years after the completion of the applicable Project Addendum or the period required under Applicable Law. Without limiting the foregoing, such Records shall properly reflect all work done and results achieved in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes, and shall evidence Service Provider's compliance with cGMP. Nothing in this Section 2.5 is intended to limit or otherwise affect any specific record-keeping obligation that the Service Provider Personnel may have under a Project Addendum, if specifically provided for in such Project Addendum. Copies of all Records shall be delivered to Company upon request or expiration or termination of this Agreement as provided for in Section 5.8. Company and its designee shall have the right to reference, use and disclose (and authorize the foregoing) any information contained in the Records in connection with any regulatory filing or submission pertaining to, or the use, manufacture or other exploitation of, the Materials and any products made using or containing the foregoing.

(b) Reports. Service Provider shall deliver reports to Company as may be specified in any Project Addendum in accordance with the schedule set forth in such Project Addendum ("Report").

(c) Further Assurances. Service Provider shall provide to Company any additional information or documentation reasonably requested by Company in order to assist Company in determining whether any materials or Services comply fully with the respective Project Addendum or with the terms of this Agreement.

(d) Facilities. During the term of a Project Addendum and for the term of any record retention period required under this Article 2, Service Provider agrees that Company shall have the right, during Service Provider's regular business hours and upon reasonable notice, to audit, inspect and copy any records relating to the Services or this Agreement and such records may be used by Company for any commercially reasonable purpose. Service Provider also agrees to permit the FDA or any other appropriate regulatory agency or body access to its facilities and records as required by Applicable Laws.

2.6 Debarment. Service Provider represents and warrants that neither it nor any Service Provider Personnel has been debarred under Article 306 of the FDCA, 21 U.S.C. §335a(a) or (b), or any equivalent foreign or local law, rule or regulation, and neither appears on the United States Food and Drug debarment list. Service Provider represents and warrants that neither it nor any Service Provider Personnel has committed any crime or conduct that could result in such debarment or exclusion from any governmental healthcare program. Service Provider represents and warrants that, to its knowledge, no investigations, claims or proceedings with respect to any such crimes or conduct are pending or threatened against it or any Service Provider Personnel. Service Provider agrees and undertakes to promptly notify Company if it or any Service Provider Personnel becomes debarred or proceedings have been initiated against either of them with respect to debarment, whether such debarment or initiation of proceedings occurs during or after the term of this Agreement.

2.7 Certain Regulatory Matters. In the event Service Provider is notified or otherwise becomes aware that it is to be the subject of an inspection by, or otherwise receives any correspondence or inquiry from, the FDA or other regulatory agency or body in connection with the Services, Service Provider shall:

(a) immediately notify Company thereof, and if applicable, advise Company of the occurrence of and circumstances of the inspection;

(b) use all reasonable efforts to reschedule the inspection until further instructions are received from Company and provide Company the opportunity to be present during such inspection; and

(c) send Company a copy of any inspection reports or other correspondence received or available as a result thereof (including without limitation, Form FD-483 notices or warning letters).

Except to the extent prohibited by Applicable Law, Service Provider shall obtain Company's prior written consent before referring in any regulatory correspondence to the Services, Company or Company's actual or potential products or services. As Company reasonably requests from time to time, Service Provider will provide Company with timely, reasonable assistance in securing regulatory approvals and making regulatory submissions relating to product(s) that are the subject of or otherwise arise from the performance of the Services. Company will pay reasonable compensation to Service Provider for such regulatory assistance at its standard rates charged to customers similarly situated to Company. Further, during the term of this Agreement and for a period of two (2) years thereafter, Company and its designee shall have the right, during Service Provider's regular business hours and upon reasonable notice, to inspect Service Provider's facilities and to audit, inspect and copy any records relating to this Agreement to ensure

compliance with this Agreement and such records may be used by Company to the extent reasonably necessary to exercise its rights under this Agreement.

2.8 Safety Information. Company shall provide such information then in Company's possession as may be reasonably required by Service Provider or required by Applicable Law concerning the stability, storage and safety requirements of any material provided by Company or selected by Company for use or manufacture in the Services, including without limitation any Materials, target molecules and any isolated or potentially isolated intermediates, necessary for the Service Provider's performance of the Services in a timely manner and shall promptly and clearly inform Service Provider of the non-apparent hazardous characteristics of using or working with any such materials or the wastes generated during their preparation in performance of the Services, all to the extent then known to Company (the "Hazardous Information") including but not limited to high potency, allergenicity, reproductive toxicity, cytotoxicity, genotoxicity, flammability and explosive characteristic of such materials. If Company becomes aware that the aforesaid Hazardous Information materially changes during the performance of the Services, Company shall accurately inform Service Provider of such changes.

3 Corrections. In the event that Company reasonably determines that certain Services do not meet the specifications or requirements set forth in this Agreement or in the applicable Project Addendum, Service Provider shall have the defective performance promptly corrected at no additional expense.

4 Compensation and Payment.

4.1 In consideration for Services rendered in accordance with this Agreement, Company shall pay Service Provider in accordance with the payment schedule included in the applicable Project Addendum (the "Payment Schedule").

4.2 Service Provider shall invoice Company for Services completed under each Project Addendum in accordance with the Payment Schedule for such Project Addendum, with each invoice containing, at minimum, an itemized list of the individual Services completed and a calculation of the price for such Services in accordance with Section 4.1. Company shall pay each undisputed invoice no later than thirty (30) days following its receipt thereof. For clarity, notwithstanding anything to the contrary, in no event shall Company's total payment obligations with respect to Services under a Project Addendum exceed the total aggregate amount of fees set forth as payable for such Services in such Project Addendum.

4.3 Payments to Service Provider shall be made to the address set forth on the applicable invoice.

4.4 All fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Company. Company shall be responsible for all such charges, costs, and taxes; provided, that Company shall not be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property.

4.5 In the event of Company's failure to timely pay any undisputed amounts billed by Service Provider, Service Provider reserves the right to require payment in full of all amounts due and owing in advance of Service Provider's release of the Materials from the Storage.

5 Term and Termination.

5.1 Unless earlier terminated in accordance with Sections 5.2, 5.3 or 5.4 below, this Agreement shall be in effect from the Effective Date hereof until the later to occur of: (a) the three (3) year

anniversary of this Agreement or (b) completion of the Services provided hereunder. The Parties may mutually agree in writing to extend the term of this Agreement.

5.2 This Agreement or any Project or Project Addendum may be terminated by Company, without cause, upon thirty (30) days' notice to Service Provider.

5.3 This Agreement may be terminated by either Party for material breach by the other Party, provided that the terminating Party has given the breaching Party written notice of the breach and, except as set forth in Article 3, at least thirty (30) days to cure the breach prior to the effective date of termination.

5.4 This Agreement may be terminated by either Party if the other Party makes a general assignment for the benefit of its creditors, or proceedings of a case are commenced in any court of competent jurisdiction by or against such Party seeking (a) such Party's liquidation or dissolution; (b) the appointment of a receiver or trustee for or over such Party's property; or (c) similar relief in respect of such party under any law relating to bankruptcy or insolvency, in each case (a), (b), and (c) only if such proceedings continue undismissed for a period of more than sixty (60) days.

5.5 No later than thirty (30) days following any termination or expiration of this Agreement or a Project Addendum, Service Provider shall provide Company with final invoices for all Services not previously invoiced to Company that were completed in accordance with the terms of this Agreement before the effective date of such termination or expiration. The content of such final invoices shall be as specified in Section 4.2. Company shall pay such final invoices no later than thirty (30) days following its receipt thereof.

5.6 INTENTIONALLY DELETED.

5.7 If this Agreement is terminated prior to completion of a Project for any reason whatsoever, in addition to those obligations set forth in Section 5.8 below, Service Provider shall furnish Company all Materials. If Company plans to continue the Project, Service Provider shall assist in smoothly transferring the conduct of the Project to Company or its designee. Such transfer shall be at Company's expense except in the event of termination by Company pursuant to Section 5.3 or 5.4, in which case it shall be at Service Provider's expense.

5.8 Upon request, expiration, or termination of this Agreement, Service Provider will promptly return to Company all materials containing Confidential Information, as well as data, records, information, reports and other property, furnished by Company to Service Provider. Notwithstanding such return, the Parties shall continue to be bound by the terms of the confidentiality provisions contained in Article 7 for a period of seven (7) years after the expiration or termination of this Agreement, except with respect to Confidential Information of the Company that constitutes a trade secret under Applicable Law, in which case, such obligations of the Parties shall continue until such Confidential Information becomes publicly known or made generally available through no action or inaction of the receiving Party.

5.9 Solely the rights and obligations of the Parties contained in Sections 2.4-2.8, 5.5, 5.7-5.9 and 6.10 and Articles 7, 8, 9, 10, 11 and 13 hereof, and the liabilities accrued by a Party prior to, shall survive expiration or termination of any Project and/or this Agreement.

6 Materials.

6.1 In connection with the Project(s) to be conducted under this Agreement, Company or its designee may transfer to Service Provider certain materials (such materials, together with any

derivatives, progeny, or improvements developed therefrom, and any combination of any of the foregoing with other substances, referred to as the "Materials"). Company shall retain all right title and interest in and to the Materials. Nothing herein shall be construed (a) to prevent Company at any time from using or disclosing the Materials, (b) as a grant by Company to Service Provider of any license or other ownership interest in or to the Materials, or (c) to obligate Company to enter into any further agreement with Service Provider relating to the Materials.

6.2 The Materials shall be used only for the conduct of the Services under the Project Addendum pursuant to which they were provided, and not for any other study or purpose without the prior written consent of Company. Service Provider agrees to retain control over the Materials and not to transfer Materials to any other person or entity other than those working on the Services under the applicable Project Addendum under the direct supervision of Service Provider or to any other location other than the specifically agreed upon storage location of Service Provider, without the prior written consent of Company. Service Provider may not undertake efforts (including NMR, UV, IR, x-ray crystallography and mass spectroscopy and similar analyses) to ascertain the structure of any Materials provided hereunder without the prior written permission of Company. Service Provider shall not reverse engineer, disassemble or decompile any Materials or any other composition, software or other items which are provided to Service Provider in connection with the Materials.

6.3 Service Provider acknowledges that the Materials are experimental in nature and may have unknown characteristics and therefore agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of Materials. Service Provider acknowledges that all studies conducted utilizing the Materials will be conducted under suitable containment conditions and in accordance with Applicable Law.

6.4 At Company's request, any and all unused Materials will promptly be returned to Company, disposed or destroyed at Company's election and expense. Service Provider shall dispose of any Materials in accordance with Applicable Law.

6.5 Company shall (i) tender any Materials for storage only during Service Provider's posted business hours for the applicable storage space; (ii) tender all Materials to the applicable storage space properly marked and packed for storage and handling; (iii) provide Service Provider with information concerning the Materials that is accurate, complete, and sufficient to allow Service Provider to comply with all Applicable Laws concerning the storage, handling, processing, and transportation of the Materials; and (iv) furnish at or prior to tender of the Materials for storage a manifest in a form previously approved by Service Provider and provided to Company listing any categories of Materials, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

6.6 Service Provider may refuse to accept any goods for storage in the applicable storage space if the goods tendered for storage do not conform to the description provided in the Project Addendum.

6.7 For all Materials shipped to Service Provider for storage, Company shall ensure that the bill of lading or other contract of carriage ("Transportation Contract") as well as all declarations to government regulatory agencies (i) identify Company as the named consignee, in care of Service Provider, and (ii) do not identify Service Provider as the consignee. If any Materials are shipped to Service Provider's warehouse naming Service Provider as named consignee on the Transportation Contract, Company shall promptly notify the carrier in writing that Service Provider is (i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Materials. Service Provider may refuse to accept any Materials tendered for storage in violation of this provision and shall not be liable for any loss or damage to, or misconsignment of, such Materials.

6.8 Unless specified in the Project Addendum, Company shall provide Service Provider at least twenty-four (24) hours' advance written instructions during Service Provider's normal business operating hours (each, a "Release Order"), if it desires to order any Materials released from the applicable storage space. Subject to receipt of such Release Order, Service Provider shall release the requested Materials to Company or its designee upon return of the receipt issued for the applicable Materials, together with the applicable Release Order, signed by Company.

6.9 Service Provider may without liability rely on any information contained explicitly in any Release Order or other written communication from Company. Except as otherwise stated in this Agreement, Company shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Materials. A Release Order providing instructions to transfer Materials will not be effective until such Release Order is delivered to and accepted by Service Provider. Subject to Section 4.5, Service Provider may not reject a Release Order unless it is not in compliance with Section 6.8 above. Company shall be responsible for all charges as stated in the Project Addendum up to the time the actual transfer of the applicable Materials is made.

6.10 THE MATERIALS BEING SUPPLIED UNDER THIS AGREEMENT ARE BEING SUPPLIED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7 Confidentiality.

7.1 Definition. "Confidential Information" shall mean any information: (a) disclosed before, on or after the Effective Date, by one Party ("Disclosing Party"), directly or indirectly, to the other Party ("Receiving Party") in writing, orally or by inspection of tangible objects, whether or not designated as "confidential" at the time of disclosure. Confidential Information shall not, however, include any information that Receiving Party can establish: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by the Disclosing Party to the Receiving Party; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to the Receiving Party through no action or inaction of the Receiving Party (and in the case of Service Provider, Service Provider Personnel); or (iii) is in the rightful possession of Receiving Party without confidentiality obligations at the time of disclosure by Disclosing Party to Receiving Party as shown by Receiving Party's then-contemporaneous written files and records kept in the ordinary course of business. Company Confidential Information includes the Materials, Inventions, Records and Reports, as well as any information generated by Service Provider in the performance of the Services. Additionally, and notwithstanding anything to the contrary in this Agreement, any information relating to the Company's (actual and proposed) products, indications and targets shall be deemed to be Confidential Information of Company. Except as expressly provided for hereunder, Disclosing Party retains all right, title and interest in and to all Disclosing Party Confidential Information.

7.2 Non-Use and Non-Disclosure. Receiving Party shall not use any Confidential Information for any purpose except as reasonably necessary to fulfill its obligations and exercise its rights under this Agreement. Receiving Party shall neither disclose any Confidential Information nor permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Disclosing Party's prior written consent. Receiving Party shall not disclose Confidential Information or permit the disclosure of Confidential Information to its personnel, except that Receiving Party may disclose Confidential Information to those Receiving Party personnel and its affiliates, and its and their officers, employees, consultants, contractors and legal advisors who are required to have the information in order for Receiving Party to fulfill its obligations and exercise its rights under this Agreement, provided that such

personnel have signed nonuse and nondisclosure agreements in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such personnel. If Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Receiving Party will provide Disclosing Party prompt written notice of such disclosure and will assist Disclosing Party in seeking a protective order or another appropriate remedy. If Disclosing Party waives Receiving Party's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

7.3 Maintenance of Confidentiality. Receiving Party will use commercially reasonable efforts to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures they employ to protect their own confidential information of a similar nature, but in no event less than a commercially reasonable degree of care. Receiving Party shall only make reasonable copies of the Confidential Information. Receiving Party shall reproduce Disclosing Party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall immediately notify Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

7.4 Return of Confidential Information. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of Disclosing Party. Upon expiration or termination of this Agreement or Disclosing Party's earlier request, Receiving Party will (a) promptly deliver to Disclosing Party all Confidential Information, without retaining any copies, and (b) promptly destroy analyses, studies, and other documents prepared based on the Confidential Information, without retaining copies, in each case subject to Receiving Party's record-keeping obligations under Section 2.5(a) above.

7.5 Confidential Terms. Except as otherwise required by Applicable Law, each of the Parties hereto agrees not to disclose to any third party the terms of this Agreement without the prior written consent of the other Party hereto; provided that the Company shall be free to disclose such terms to advisors, existing and potential investors, partners and acquirers, licensees, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by Applicable Law.

7.6 Right to Equitable Relief. Receiving Party agrees that any violation or threatened violation of this Article 7 may cause irreparable injury to Disclosing Party, entitling Disclosing Party to seek injunctive relief in addition to all legal remedies.

8 Intellectual Property.

8.1 Inventions; Prior Inventions.

(a) Company shall exclusively own all Inventions, and accordingly, Service Provider hereby irrevocably assigns and agrees to assign to Company all right, title and interest in and to Inventions.

(b) Service Provider will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by it or any third party into any Inventions without Company's prior written permission. Without limiting the foregoing, Service Provider hereby grants Company a nonexclusive, royalty-free, perpetual, irrevocable,

worldwide license (with the right to grant and authorize sublicenses) under Prior Inventions to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Inventions and any products and services developed, in whole or in part, by or under the authority of Company.

(c) For purposes of this Agreement: (i) "Inventions" means any and all: (A) information (including business plans and/or business information), technology, know-how, materials, processes, notes, records, designs, ideas, inventions, improvements, devices, developments, discoveries, compositions, trade secrets, whether or not patentable or copyrightable, that are conceived, reduced to practice, developed or made by Service Provider alone or jointly with others in the course of performing the Services or through the use of Confidential Information or Materials, (B) Materials, and (C) intellectual property and proprietary rights in and to any of the items within foregoing clauses (A), (B) or (C), and (ii) "Prior Inventions" means any invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned or controlled by Service Provider or its affiliates that Service Provider incorporates into any Inventions or utilizes or makes available to Company in the performance of the Services.

8.2 Further Assurances.

(a) In interpreting such ownership provisions, anything made or conceived or reduced to practice by any Service Provider Personnel in the course of performance under this Agreement will be deemed so made or conceived or reduced to practice by Service Provider; and Service Provider represents and warrants that it has and will have appropriate agreements with all such Service Provider Personnel necessary to fully effect the provisions of this Article 8.

(b) At Company's reasonable request and expense, Service Provider agrees to assist Company in every proper way (including by becoming a nominal party) to, evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend Company's proprietary rights in the Inventions, including by executing any documents necessary to file patent applications and to prosecute patents with respect to such proprietary rights in Company's name and giving such consents as may be reasonably necessary or convenient in order to effect the foregoing transfer and assignment of Inventions to Company.

(c) Except as otherwise expressly provided herein, nothing in this Agreement is intended to (or shall be construed to) grant to either Party any rights under any intellectual property right of the other Party.

9 Representations and Warranties.

9.1 Each Party represents and warrants that: (a) the person executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto; (b) entering into or performing this Agreement (i) will not violate any right of or breach any obligation to any third party under any agreement or arrangement between the Party and such third party, and (ii) does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over the Party; (c) in fulfilling its obligations under this Agreement the Party will comply with all Applicable Laws; and (d) neither entering into nor performing this Agreement will violate any right of or breach any obligation to any third party under any agreement or arrangement between the Party and such third party.

9.2 Service Provider represents and warrants to Company that: (a) Service Provider has not assigned, transferred, licensed, pledged or otherwise encumbered any intellectual property rights with respect thereto in a manner inconsistent with the terms of this Agreement and has not agreed to do so;

(b) Service Provider has and will have, and maintain, appropriate written agreements with all individuals and entities that perform any portion of the Services, or other activities provided under this Agreement necessary to fully effect the provisions of Articles 7 and 8 above; (c) the work under this Agreement will be performed in a professional and workman-like manner and in compliance with Applicable Law and any specification; (d) performance of the Services hereunder will not result in any third party acquiring any rights, title or interest in or to any Inventions generated by Service Provider pursuant to this Agreement; (e) the Services do not, to the best of Service Provider's knowledge, infringe the intellectual property rights of any third party; (f) Service Provider has all the necessary licenses, authorizations and approvals to perform the Services; (g) Service Provider will not permit or cause any security interest, lien or other encumbrance to be placed on any goods or materials tendered by Company for shipment or storage with Service Provider; (h) Service Provider shall not use the Materials in violation of Applicable Laws or for any purpose other than to conduct the Services under the Project Addendum pursuant to which they were provided, and not for any other study or purpose without the prior written consent of Company; (i) the facilities at which the Services are performed are and will at all relevant times remain in compliance with the FDCA and applicable regulations and guidelines of the FDA applicable to the research, development, manufacture, storage and supply of therapeutic products, including without limitation cGMP; and (j) except as specifically disclosed in writing to Company, it has not received any unresolved FDA Form 483, notice of adverse filing, warning letter, untitled letter or other written correspondence or notice from the FDA or any other regulatory authority alleging or asserting noncompliance with the FDCA.

9.3 Company represents and warrants to Service Provider that: (a) Company is the owner or has lawful possession of the Materials and all right and authority to store such at the Storage Space and to have Service Provider direct the storage and thereafter direct the release and/or delivery of the Materials and (b) the Materials and shipment by Company thereof shall comply with Applicable Laws and any restrictions on the contents of the Materials as set forth in the applicable Project Addendum.

9.4 Except for those warranties set forth in this Article 9, and without limiting Service Provider's obligations in Article 3, neither Party makes any warranties, written, oral, express or implied, with respect to this Agreement. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE DISCLAIMED BY EACH PARTY.

10 Limitation of Liability. Except for a Party's (a) willful misconduct or gross negligence, (b) breach of the confidentiality or intellectual property provisions herein or (c) indemnification obligations herein ((a) – (c) "Liability Exceptions"), in no event shall either Party be responsible or liable for any consequential, indirect, incidental, or special damages of any type or nature whatsoever and however arising, including, without limitation, exemplary, or punitive damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of any provision of this Agreement, whether or not the possibility of such damages has been disclosed in advance by such Party or could have been reasonably foreseen by person or entity, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In addition, and except for the Liability Exceptions, in no event shall either Party's aggregate liability under this Agreement exceed the total of the amounts paid or payable to Service Provider under this Agreement or \$100,000, whichever is less.

11 Indemnification.

11.1 Service Provider agrees to indemnify, defend and hold harmless Company, and its directors, officers and employees (collectively, "Company Indemnitees") for any liability, demand, damage, cost or expense (including reasonable attorneys' fees) arising from any third-party claim, action

or proceeding arising from: (a) the performance of the Services by Service Provider hereunder, (b) Service Provider's breach of this Agreement, or (c) the negligence or intentional misconduct of Service Provider or any of its employees, agents or representatives, except in each case, to the extent caused by the negligence or intentional misconduct of Company.

11.2 Except for claims which Service Provider is obligated to indemnify, defend and hold harmless under Section 11.1 above, Company agrees to indemnify, defend and hold harmless Service Provider, and its directors, officers, and employees (collectively, "Service Provider Indemnitees") against any liability, demand, damage, cost or expense (including reasonable attorneys' fees) arising from any third-party claim, action or proceeding arising from: (a) Company's breach of this Agreement, or (b) the negligence or intentional misconduct of Company or any of its employees, agents or representatives, except in each case, to the extent caused by the negligence or intentional misconduct of Service Provider.

11.3 Procedures. A Party (the "Indemnitee") that intends to claim indemnification under this Section 11.3 shall promptly notify the other Party (the "Indemnitor") in writing of any claim, complaint, suit, proceeding or cause of action in respect of which the Indemnitee intends to claim such indemnification (for purposes of this Section 11.3, each a "Claim"), and the Indemnitor shall have the right to control of the defense and/or settlement thereof; provided that the Indemnitee shall have the right to participate, at its own expense, with counsel of its own choosing in the defense and/or settlement of such Claim. The Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement or agree to any disposition that imposes any conditions or obligations on the Indemnitee. The failure to deliver written notice to the Indemnitor within a reasonable period of time after the commencement of any such Claim shall relieve such Indemnitor of any liability to the Indemnitee under this Section 11.3, solely to the extent such failure is prejudicial to the Indemnitor's ability to defend such Claim. The Indemnitee under this Section 11.3, and its employees, at the Indemnitor's request and expense, shall provide full information and reasonable assistance to Indemnitor and its legal representatives with respect to such Claims covered by this indemnification. It is understood that only a Party may claim indemnity under this Section 11.3 (on its own behalf or on behalf of a Company Indemnitee (in the case such Party is Company) or Service Provider Indemnitee (in the case such Party is Service Provider)), and that other Company Indemnitees or Service Provider Indemnitees may not directly claim indemnity hereunder.

12 Insurance

12.1 During the term of this Agreement, Service Provider shall, at its own expense maintain and carry: (i) general liability insurance in an amount of not less than \$1,000,000 per occurrence for the loss of or damage to the warehoused Materials, with loss payable to Company; (ii) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for third-party bodily injury or property damage; and (iii) worker's compensation insurance as required by Applicable Laws with statutory limits. Upon Company's reasonable request, Service Provider shall provide Company with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. Service Provider shall provide Company with 30 days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy.

12.2 During the term of this Agreement, Company shall, at its own expense, maintain and carry industry standard general liability insurance with financially sound and reputable insurers. Upon Service Provider's reasonable request, Company shall provide Service Provider with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement.

13 Miscellaneous

13.1 Independent Contractor Relationship. The Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturer. Both Parties agree that neither shall have power or right to bind or obligate the other, nor shall either hold itself out as having such authority.

13.2 Use of Name. Nothing contained in this Agreement confers any right to Service Provider to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other proprietary designation of Company (including contraction, abbreviation, or simulation of any of the foregoing) without Company's express written consent unless such use is reasonably necessary to comply with applicable governmental regulations and legal requirements.

13.3 Force Majeure. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders, or decrees riots, insurrection, war, Acts of God, inclement weather or other similar reason or cause beyond such Party's control, then performance of such act shall be excused for the period of such delay. Notice of the start and stop of any such force majeure shall be provided to the other Party. In the event that a Party's performance is delayed due to force majeure for a period of more than ninety (90) days, the other Party may terminate this Agreement upon written notice to the affected Party.

13.4 Notices. Any notice required or permitted to be given hereunder by either Party hereunder shall be in writing and shall be deemed given (a) on the date received if delivered personally or by fax or email or (b) five (5) days after the date postmarked if sent by registered or certified U.S. mail, return receipt requested, postage prepaid; in either case to the following address (as such address may be updated from time to time by a Party through notice given in accordance with this Section 13.4):

If to Service Provider: Frontier Scientific Solutions, LLC
805 N. 23rd Street
Wilmington, NC 28405
Attention: Michael Daily

If to Company: z-alpha Inc.
111 North Orange Ave., Suite 800-#397
Orlando, FL 32801
Attention: Michael Zalutsky

13.5 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of New York without regard to the conflict of laws provisions thereof.

13.6 Dispute Resolution. Should a dispute arise between Company and Service Provider during the term of this Agreement then the Parties will make a good faith effort to resolve the dispute. When such resolution cannot be achieved, the dispute will be referred to the chief executive officers or presidents (as applicable) of each of the Parties. These individuals will make a good faith effort to reach an agreement that is acceptable to both Parties through direct negotiation. In the event that such direct negotiations are unsuccessful, the Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach hereof, shall be finally settled by binding arbitration in New York, NY under JAMS' then current-rules one (1) arbitrator appointed in accordance with such rules. The arbitrator may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court

of competent jurisdiction. The Parties shall equally share the costs of the arbitration, including administrative and arbitrator's fees; provided, however, that each Party shall bear its own attorneys' fees and expert witness fees. Nothing in this Section 13.6 shall preclude either Party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning a dispute prior to or during an arbitration pursuant to this Section 13.6.

13.7 Severability. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the Parties' original intent.

13.8 Waiver. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be waived only by a written instrument executed by a duly authorized representative of the Party waiving compliance. Waiver or forbearance by either Party or the failure by either Party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or Applicable Law, shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

13.9 Changes and Modification. No changes or modifications of this Agreement or any Project Addendum shall be deemed effective unless in writing and executed by the Parties hereto.

13.10 Assignment. This Agreement may not be assigned by Service Provider without the prior written consent of Company. Company may assign this Agreement to a third party entity provided that such entity agrees in writing to be bound by the terms and conditions of this Agreement. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void.

13.11 Schedule. Time shall be of the essence in this Agreement.

13.12 Entire Agreement. This Agreement represents the complete and entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter. For avoidance of doubt, to the extent any terms contained or referenced on a Party's website, or any purchase order, proposal, invoice, quotation, confirmation or standardized document exchanged between the Parties with respect to any Services, conflict with or are additional to the terms of this Agreement or applicable Project Addendum, all such conflicting and additional terms are expressly excluded and the terms of this Agreement or such Project Addendum (as applicable) shall control.

13.13 Headings: Interpretation. The captions and headings of this Agreement are for convenience and reference only, and will not be considered in the interpretation of this Agreement. Unless context clearly otherwise requires otherwise, whenever used in this Agreement: (a) the words "include" or "including" shall be deemed to be followed by the phrase "but not limited to" or "without limitation" or like expression, (b) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement (including any Exhibits), (c) words using the singular or plural number also include the plural or singular number, respectively, (d) the word "or" shall be construed as the inclusive meaning identified with the phrase "and/or", and (e) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement law, rule or regulation thereof. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party hereto. This Agreement should be interpreted in its entirety and the fact that certain provisions of this Agreement may be cross-referenced in a section shall not be deemed or construed to limit the application of other provisions of this Agreement to such section and vice versa.

13.14 Counterparts. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. Signatures to this Agreement made or delivered by facsimile or other electronic means (e.g., portable document format (PDF)) shall be deemed to be binding as original signatures.


[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Master Services Agreement as of the Effective Date.

Z-ALPHA INC.

**FRONTIER SCIENTIFIC SOLUTIONS,
LLC**

DocuSigned by:
By: Michael Zalutsky
988D108F8B8AD46F

By: 

Michael Zalutsky

Michael Daily

Name
Chief Scientific Officer

Name
Manager

Title
3/8/2024

Title
3-8-2024

Date

Date

EXHIBIT A
MASTER SERVICES AGREEMENT
PROJECT ADDENDUM NO. 1:
DESCRIPTION OF SERVICES; PAYMENT SCHEDULE

This Project Addendum No. 1 (the "Project Addendum No. 1") is intended to supplement and be read together with that certain Master Services Agreement by and between z-alpha Inc. ("Company") and Frontier Scientific Solutions, LLC ("Service Provider") of February [●], 2024 (the "Agreement"). This Project Addendum No. 1 is incorporated herein to the Agreement by this reference.

All capitalized terms not defined in this Project Addendum No. 1 shall have the meanings given to them in the Agreement.

Project Description: Service Provider will provide Company with warehousing and related Services for storage of Company Materials in a mutually agreed upon storage location (the "Storage Space") within Service Provider's warehouse located at 805 N. 23rd St., Wilmington, NC 28405 (the "Warehouse").

The Services to be performed under this Project Addendum No. 1 shall be initiated promptly after Service Provider receives any materials to be provided by Company, or by a third party on Company's behalf, and such Services are authorized by Company.

Specifications:

Description of Materials to be stored: Up to 10 bottles (sterile 25 mL DURAN bottles with screwcap), each placed into a separate seal bag containing some desiccant. Each bottle can contain up to 50 mg of compound of interest. All packages are placed together into tertiary container (box or bucket).

Storage Space: Inside freezer under controlled temperature and humidity conditions

Storage Space conditions: Below -70 degrees Celsius.

Additional Services to be provided:

In connection with the foregoing, and in addition to Service Provider's obligations under the Agreement:

1. Material Intake and Release. Service Provider will provide Material intake and release Services into and from the Storage Space as set forth in this Agreement.
2. Environmental Conditions of the Storage Space. Service Provider shall appropriately regulate temperature and humidity controls in the Storage Space as set forth in herein.
3. Utilities. Service Provider shall be responsible for maintaining and paying the cost of all utilities used at the Storage Space including, but not limited to, gas, electric, sewer and water, as applicable.
4. Backup Power. Service Provider shall maintain adequate backup power via a generator or other means to service the Storage Space in the event of standard electric or gas interruption.
5. Security. Service Provider shall ensure that any areas of the Warehouse housing the Storage Space is served by a security system of sufficient sophistication to reasonably secure the Storage Space and Materials stored at the Storage Space, and Service Provider shall be solely responsible for the cost of installing and maintaining said security system. Access to the areas in the Warehouse

housing the Storage Space shall be safeguarded through certain industry standard keys, access cards, passcodes, and the like.

6. Cleaning of Warehouse and Storage Space. Service Provider shall at its expense clean, or hire a commercial janitorial service, to clean the Storage Space and Warehouse on a regular basis.
7. Pest Control. Service Provider shall be responsible for insect, pest and rodent control programs and shall employ competent insect, pest and rodent control professionals and measures at the Warehouse including the Storage Space all in accordance with the commercial industry standards.
8. Repairs and Maintenance. Service Provider shall be solely responsible at Service Provider's cost for making any and all structural, non-structural, mechanical and other maintenance, repairs and/or replacements to the Storage Space and Warehouse including, but not limited to, all mechanical, electrical, heating, cooling, and plumbing systems serving the Storage Space and Warehouse.

Time Schedule: _____

Deliverable(s): Service Provider will provide the following deliverable(s): _____
_____. The deliverable(s) will be furnished within _____ days of completion of the task.

Payment Schedule: The estimated total cost to complete this Project Addendum No. 1 is _____ dollars (\$_____). Payments shall be made by Company to Service Provider in accordance with the following:

Storage fees: [●]

Service fees: [●]

This Project Addendum No. 1 will remain in effect until [completion of the above Services], unless earlier terminated as provided in the Agreement.

Service Provider and Company concur with the above and Company authorizes Service Provider, and Service Provider agrees, to begin this Project Addendum No. 1, each by signing in the space provided below.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Project Addendum No. 1 as of the latest date of signature below.

Z-ALPHA INC.

**FRONTIER SCIENTIFIC SOLUTIONS,
LLC**

By: _____

By: _____

Name

Name

Title

Title

Date

Date