

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 March 13, 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: TBD, first shipment most likely in April/May

Deliverable(s): Service Provider will provide the following deliverable(s): Receiving and storage at -80c. Periodic shipping to CMO in Michigan. The deliverable(s) will be furnished within 1 day of completion of the task.

Payment Schedule: Service Provider shall invoice Company monthly for storage and services provided. Company shall pay each invoice no later than thirty (30) days following receipt thereof.

Storage fees: \$300/month

Service fees: \$25 for preparation and documentation of each shipment to Michigan. Cost of the shipping parcel and dry ice will be billed at cost plus 15%. Temperature Tails are \$35 each. Hourly rate is \$125/hr. If Company requires Service provider to arrange for transportation to Michigan, this will be billed at cost plus 15%.

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.

DocuSigned by:
By: Michael Zalutsky
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Michael Zalutsky

Name
Chief Scientific Officer

Title
3/20/2024

Date

**FRONTIER SCIENTIFIC SOLUTIONS,
LLC**

By: 

Michael Deily

Name
Manager

Title
3-21-2024

Date