

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (hereinafter "AGREEMENT") is entered into as of May 7, 2015, by and between **Acumen Biopharma**, a corporation having a business office at 6 Howe Ct, Pennington, NJ 08534, represented by its President Daisy Rivera Muzzio, (hereinafter "COMPANY") and University of Puerto Rico, Mayaguez Campus, Educational of Higher Institution created by the Law of the University of Puerto Rico as approved on January 20, 1966, having a principal administrative office at CALL BOX 9000, Mayaguez PR 00681-9000 represented by its Chancellor John Fernández Van Cleve, PhD, (hereinafter "UPRM" or "UNIVERSITY").

WHEREAS, COMPANY is interested in having UPRM provide services on a project-by-project basis under a master agreement concept;

WHEREAS, UPRM has the expertise and facilities and is willing to provide services under a master agreement concept for ease of administration;

NOW THEREFORE, the parties mutually agree as follows:

1. This AGREEMENT is intended solely for service and shall not apply to research projects. Any projects that are deemed research shall be subject to a separate agreement to be negotiated by the parties.
2. The service will be provided by UPRM Service providers identified as the Principal Investigator designated in a mutually approved work plan (hereinafter "Project Addendum"), formally added to this AGREEMENT upon signature by authorized representatives of UPRM and COMPANY, and references this AGREEMENT. A general description of the service activities under this AGREEMENT is attached to this AGREEMENT as Exhibit A.
3. The AGREEMENT will be in effect from the date of its last signature for a **period of 2 years**; provided that any outstanding Project Addendum outstanding at the effective date of expiration shall continue in accordance with its terms.
4. The service will be provided in accordance with each mutually approved Project Addendum attached to this AGREEMENT and shall be pursuant to the terms and conditions of this AGREEMENT unless otherwise mutually agreed to in a Project Addendum. Such service will be provided solely in accordance with each approved Project Addendum and unless otherwise mutually agreed to, the associated service results will be delivered to COMPANY without any evaluation, analysis, interpretation or recommendation involving test data by UPRM personnel. Nothing in this AGREEMENT shall grant to UPRM any rights to any resulting service data or proprietary

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information of COMPANY.

5. COMPANY will pay UPRM in accordance with the approved payment amount and schedule designated in each Project Addendum for providing the services under this AGREEMENT. Checks should be made payable to University of Puerto Rico Mayaguez Campus and sent to Ms. Mayra Borrero, Supervisor- R&D Center Accounting Office, UPRM-R&D Center Accounting Office CALL BOX 9000, Mayaguez PR 00681-9000. Any payment received under this Agreement or any Project Addendum shall be deposit in account number: 30270.021.000.XXXX.220.339740020101. The total amount of this agreement is up to a maximum of \$12,500.00.

6. UPRM will receive any confidential information of COMPANY or its client(s) from the COMPANY in confidence and will make a good faith commercially reasonable effort to maintain the confidentiality of the information and to keep the information confidential both during and after the term of the service provided by UPRM. UPRM further agrees to destroy or return any such proprietary information and any and all copies thereof to COMPANY upon request. UPRM is not obliged to treat as proprietary any information which is: a) public information at the time of disclosure, b) already known to UPRM or its personnel, or c) provided to UPRM by a third party without breaching any obligation to COMPANY.

7. UPRM will restrict the number of people having access to COMPANY confidential information to those persons directly connected with providing the service under this AGREEMENT and having a need to know.

8. Neither party shall use the name of the other party, nor of any member of the other party's staff, in connection with any publicity without the prior written approval of the other party. UPRM may list the existence of each project performed hereunder in its internal documents, annual reports, and databases, which are available to the public.

9. In the performance of all services hereunder, UPRM shall be deemed an independent contractor and as such UPRM and its faculty, students, and staff shall not be construed to be ~~employees or agents of COMPANY and shall not be entitled to any benefits of COMPANY.~~

10. COMPANY or its designee shall own the Work Product (as defined below). The parties intend that the Work Product will be considered work-for-hire to the extent it qualifies as such under applicable law. To the extent that ownership of any Work Product or part thereof does not automatically vest in COMPANY as a work-for-hire or otherwise, then without additional consideration, UNIVERSITY agrees to assign and transfer to COMPANY or, and hereby assigns and transfers to COMPANY, all of its right, title and interest in and to the Work Product. "Work Product" means all processes, designs, specifications, documentation, reports, other works of authorship, inventions or other deliverables that are developed, conceived or reduced to practice by or on behalf of UNIVERSITY, its employees (including the Principal Investigator), or contractors, either alone or with others, in the performance of services hereunder, including, without limitation, any and all intellectual property rights therein.

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11. COMPANY agrees to indemnify and hold harmless UPRM, its employees and agents against any liability, damages, loss or expense (including reasonable attorney fees and expenses of litigation) arising out of the negligent actions or willful misconduct of the COMPANY, its employees or any Third Party acting on behalf of or under authorization from COMPANY in the performance of this AGREEMENT; it being understood and agreed that COMPANY shall have no other liability for any damages incurred by UPRM, its employees or agents in connection with the performance of the services.

Without limiting the foregoing, COMPANY agrees to hold harmless, indemnify and defend UPRM from all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of the use by COMPANY, or by any party acting on behalf of or under authorization from COMPANY, of UPRM technical development or service results or information or materials or out of any use, sale or other disposition by COMPANY, or by any party acting on behalf of or under authorization from COMPANY, of products made or developed as a result of information or materials or service results received from UPRM, except to the extent that the foregoing results from (a) the negligence or willful misconduct of UPRM or anyone acting on behalf of or under authorization of UPRM, or (b) the actual or alleged infringement, misappropriation or violation of a third party's intellectual property rights in connection with the use of such results, information or materials. The provisions of this paragraph shall survive termination of this AGREEMENT.

12. The services shall be performed in a timely, skilled and workman like manner in accordance with applicable laws. Except as provided herein or in a Project Addendum, UPRM makes no warranties, expressed or implied, as to any matter whatsoever, including without limitation, the ownership, merchantability, or fitness for a particular purpose of the results of the services provided. UPRM makes no representation or warranty regarding the actual or potential infringement of patents or copyrights of third parties, and COMPANY acknowledges that the avoidance of such infringement in the use of the results related to service performed by UPRM hereunder shall remain the responsibility of the COMPANY.

13. This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and COMPANY. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

14. Each party subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, age, political orientation, ethnicity, religion, or natural origin. The parties shall abide by these principles in the administration of this Master Service Agreement, and neither entity or any of its representatives shall knowingly impose criteria for the exchange of scholars, staff or students that would violate the principles of nondiscrimination.

15. Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.

16. **FORCE MAJURE.** In the event that the performance of the obligations under this Memorandum

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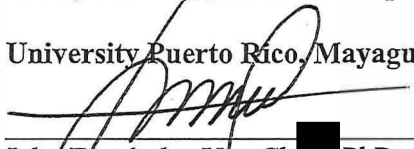
are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no further recourse against the other party. Force Majeure shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labour disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

17. Either party may terminate this AGREEMENT if the other party becomes insolvent, files a petition in bankruptcy, ceases doing business, or fails to cure a breach of any term or condition of this AGREEMENT within thirty (30) days written notice specifying such breach. In the event COMPANY fails to make payment in accordance with paragraph 5, UPRM may either immediately suspend service hereunder or terminate this AGREEMENT.

18. This AGREEMENT, including any approved Project Addendums hereto, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except by formal written agreement executed by the parties.

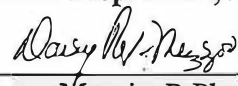
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT through their duly authorized representatives.

University Puerto Rico, Mayaguez Campus



John Fernández Van Cleve, PhD

Acumen Biopharma, LLC


By: 

Daisy Rivera-Muzzio, R.Ph. MBA
President

Date: May 7, 2015

Date: May 4, 2015

Apporved by:



Marisol Vera Colon, PhD
R&D Cener Director

Date: 05/06/2015

Account Number: UFIS: 30270.021.000.XXXX.220.339740020101.00
FRS: 538009

Exhibit A

Scope of Work for Master Service Agreement

At COMPANY's request, UPRM will provide technical support to COMPANY in connection with the analysis of pharmaceutical materials. At COMPANY's request, UPRM will take delivery of appropriately safe materials, store those materials under appropriate conditions, return or dispose of materials and will conduct tests as requested by COMPANY.

SERVICE PROJECT ADDENDUM NO. 1

_____ **Principal Investigator:** _____

Project Description and Deliverables: Refer to Attachment A

Project Cost: \$ _____ (Refer to Attachment B)

Payment Schedule:

Upon signing the Project Addendum: \$ _____

Payment No. 2: \$ _____ on _____

Payment No. 3: \$ _____ on _____

Period of Performance: _____ to _____

Terms and Conditions are in accordance with Master Service Agreement.

Special Comments:

AGREED TO BY:

_____ **University**
Of _____

Acumen Biopharma

Signature

Signature

Name and Title

Name and Title

Date

Date