

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into on June 6th, 2016 (the "Effective Date"), between Alamo Pharma, ("Client"), with its principal place of business located at 1500 West La Salle Chicago, IL 60606 and Heretik ("Developer"), with its principal place of business located at 200 Franklin Ave Suite 325 Garden City, IL 11530.

1. DEFINITIONS.

In this Agreement, unless otherwise expressly defined or the context otherwise requires:

"Agreement" means this services agreement, any Statement of Works and all related amendments.

"Data" means all information in hard copy or in electronic form, which is used in the performance of Services under this Agreement.

"Service" means a service as specified in a Statement of Work, which Developer provides to Client under this Agreement.

"Statement of Work" means the mutually signed Exhibits attached to this Agreement, or the quote or fee estimate as amended or modified between the parties from time to time, which describes a Service to be provided by Developer to Client and any additional terms and conditions relating specifically to such Service.

"Software" means computer programs, regardless of format or medium, their documentation and specifications.

2. SERVICES.

Agreement to Perform Services: Developer agrees to perform and Client agrees to accept the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement.

Change Orders: Additions or modifications to the Services may be accomplished through the use of a "Change Order". A Change Order must be in writing and signed by each party in order to be effective. The procedure for creating a Change Order is as follows: (a) Client shall submit a written request to Developer specifying the additions or modifications to the Services desired (the "Change Notice"); and (b) if Developer is prepared to add to or modify the Services as requested by the Client, it shall prepare and submit an amendment to the Statement of Work (the "Change Order") to Client which shall include a description of the changes to the Services and any additional fees. On obtaining the Client's written signature to the Change Order, the Change Order will become part of the Statement of Works.

Right to Subcontract: Developer may not subcontract to any third party any of the Services to be provided to the Client hereunder, without the written consent of the Client. In the event Developer subcontracts any of the Services to a third party service provider, Developer shall be and remain fully responsible for any acts of such subcontractors.

No Exclusivity: Client acknowledges that nothing in this Agreement obliges Developer to devote all or substantially all of its time or attention to the Services and that nothing shall restrict or prevent Developer from entering into agreements with other persons concerning the provision of similar services.

3. TERMS, TERMINATION AND SUSPENSION OF SERVICE.

Term: The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the later of completion of the Services provided for in this Agreement (the "Term"), unless terminated earlier as provided herein.

Termination: Client may terminate this Agreement without cause upon thirty (30) days written notice. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. Additionally, either party may terminate this Agreement effective immediately upon written notice if: (a) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors to a receiver or to a trustee in bankruptcy; (b) a proceeding is commenced by or against the other party for relief under the bankruptcy or similar laws, and such proceeding is not dismissed within sixty (60) days; or (c) the other party is adjudged bankrupt.

With respect to any termination of this Agreement, whether without cause by Client or for any other reason, and subject to Client's payment of the required fees for Work provided up to the date of termination, Developer shall promptly deliver to Client all Work, including the Software, performed by Developer up to the date of termination, even if such Work and/or Software is not yet completed at such time.

4. PRICE AND PAYMENT TERMS.

Client will pay Developer for the Work at the price and on the terms set forth in corresponding Statement of Work. Developer will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

5. DEVELOPER RESPONSIBILITIES AND REPRESENTATIONS.

Perform the Services defined within each Statement of Work to the best of its ability and with the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

Liaise with Client through Client's coordinator on matters related to the Services;

Notify Client, whenever practicable, if expenses beyond the defined charges within a Service Schedule may be incurred;

Invoice Client according to the terms of this Agreement and the applicable Statement of Work for the Services performed; and

Subject to Section 8, proceed according to Client's reasonable instructions for the disposition of Client's Data and supplies on the termination of any Statement of Work.

6. CLIENT RESPONSIBILITIES AND REPRESENTATIONS.

Provide all necessary Data and any special forms or other required materials or information to Developer on schedule or in a timely fashion to enable Developer to provide the Services.

Ensure the accuracy, legibility, and completeness of all Data supplied to Developer and be solely responsible for the results obtained from Client's use of any of the Services.

Liaise with Developer through a coordinator Client will identify, on matters related to the Services and authorize that coordinator to make decisions on behalf of Client in relation to the implementation of this Agreement and the Services and any changes thereto.

Comply with Developer's security and operating procedures (as may be revised or amended by Developer from time to time) when Client's employees or agents are interfacing with Developer installed systems.

EControl, and be responsible for the use of, account information, user ids and passwords related to the Services and, where required, when interfacing with Developer installed systems.

7. SECURITY BREACH.

i. In the event of any actual, probable or reasonably suspected breach of security of any Facilities, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any information maintained in any Facilities (each, a "**Security Breach**") that may concern any Client Confidential Information, Provider shall: (a) notify Client immediately of such breach, and otherwise take no less than its best efforts to notify Client of a Security Breach (but in no event later than twenty-four (24) hours after such Security Breach); (b) designate a single individual employed by Provider who must be available to Client twenty-four (24) hours per day, seven (7) days per week as a contact regarding Provider's obligations under this Section 4.5 (Security Breach Notification); Phone: (213)783-1001; Email: breach@cflogic.com (c) not provide any other notification or provide any disclosure to the public regarding such Security Breach without the prior written consent of Client, unless required to provide such notification or to make such disclosure pursuant to any applicable law,

regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide ("**Law**") (in which case Provider shall consult with Client and reasonably cooperate with Client to prevent any notification or disclosure concerning any Personal Information, security breach or other Confidential Information); (d) assist Client in investigating, remedying and taking any other action Client deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; (e) follow all reasonable instructions provided by Client relating to the Confidential Information affected or potentially affected by the Security Breach; (f) take such actions as necessary to prevent future Security Breaches; and (g) unless prohibited by an applicable statute or court order notify Client of any third party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

ii. Client and Developer acknowledge that any breach of Section 8 by a receiving party will irreparably harm the disclosing party. Accordingly, in the event of a breach, the disclosing party is entitled to promptly seek injunctive relief in addition to any other remedies that it may have at law or in equity.

8. CONFIDENTIALITY.

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, or which Client considers in its discretion to be confidential or proprietary, including without limitation this Agreement and the fact of Developer's engagement by Client hereunder (collectively, "Client's Confidential Information"), will be held in confidence by Developer and will not be used by Developer except to the extent that such use is reasonably necessary to the performance of Developer's Work. Developer also will not disclose Client's Confidential Information to any other person or party except as may be expressly authorized by Client in writing prior to such disclosure.

All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, or which Developer considers in its discretion to be confidential and proprietary, including without limitation this Agreement (collectively, "Developer's Confidential Information"), will be held in confidence by Client and will not be used by Client except to the extent that such use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. Client also will not disclose Developer's Confidential Information to any other person or party except as may be expressly authorized by Developer in writing prior to such disclosure. Notwithstanding the foregoing, the parties agree that Developer's Confidential Information shall not include the Software.

These obligations of confidentiality will extend for a period of three (3) years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation. If either party is compelled by any law or authority with jurisdiction over such party to disclose the other party's Confidential Information, the party being compelled shall limit the disclosure as much as practicable under the circumstances, and shall immediately notify the other party upon having knowledge of the law or authority requiring

disclosure of the Confidential Information so that such other party may intervene as necessary to protect its rights and interests in and to such Confidential Information.

9. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION.

THESE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES NOT STATED HEREIN.

Developer Indemnification: Developer shall indemnify and hold Client harmless from any loss, claim, or damage (including attorney's fees) to persons or property arising out of this Agreement, the Software, or the Services to the extent that the loss, claim, or damage is caused by Developer's breach of any term of this Agreement or the intentional act of Developer. This indemnity survives termination of this Agreement.

Indemnification against Infringement: In performing services under this Agreement, Developer agrees not to design, develop, or provide to Client any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), open source licenses, privacy, or other proprietary rights of any person or entity. If Developer becomes aware of any such possible infringement in the course of performing any work hereunder, Developer shall immediately so notify Client in writing. Developer agrees to indemnify, defend, and hold Client, its officers, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of any infringement on third party's proprietary contractual rights or rights in its patent, copyright, trade secret, or trademark rights valid at common law or under state or federal law or any third party rights in its patents existing on the date the Software, Technical Design or the Documentation was accepted by Client or claims, damages, or liabilities relating to (i) this Agreement (including any changes or amendments thereto), (ii) the performance of the Agreement, or (iii) the Deliverables. This indemnification will be effective so long as Client promptly notifies Developer of any such claim and provides assistance and information to Developer that it reasonably requests to help defend against such claims. This indemnification will not cover any claims resulting from Client's unauthorized modification of the Software. This indemnity survives termination of this Agreement.

Client Indemnification: Except as provided herein, Client shall indemnify and hold Developer harmless from any loss, claim, or damage (including attorney's fees) to persons or property arising out of this Agreement to the extent that the loss, claim, or damage is caused by Client's breach of any term of this Agreement or the intentional act of Client. This indemnity survives termination of this Agreement.

Limitation of Liability: Except for claims related to confidentiality or infringement of intellectual property rights, neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Developer's

Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.