

EDUCATION AGREEMENT

This Education Agreement (this "**Agreement**") is made between **DSDT College Inc. dba DSDT, S-Corp**, a Michigan Institute of Higher Learning located at 1759 W 20th Street Detroit, MI 48216 ("**Institution**") and **ADVANTAGE DIAGNOSTIC & MRI** ("**Provider**") , **2601 N ASPEN AVE, BROKEN ARROW, OKLAHOMA** to be effective as of 08/01/2026 (the "**Effective Date**").

Arrangement. Institution operates a Michigan state licensed and nationally accredited institution offering an Associates Degree, Science with a concentration in Magnetic Resonance Imaging (MRI), and Provider agrees to allow participants in Institution's program to observe, assist and participate in the performance of MRI diagnostic testing services and such additional degree programs as the parties mutually agree at Provider's office(s) located in OKLAHOMA and such additional locations as the parties mutually agree. This Agreement is not subject to termination merely because a cancellation or rescheduling occurs at any given time. The Provider shall ensure that each participant has the opportunity to satisfy the clinical externship and/or requirements as dictated by the American Registry of Radiologic Technologists (ARRT), American Registry of Magnetic Resonance Imaging Technologists (ARMRIT) and any other accreditation bodies (the "Clinical Training Period"). Provider shall promptly provide all documentation, attestations, time records and certifications necessary for Institution to secure credits/credentials for its participants utilizing such forms as provided by Institution at Institution's own cost, including upon and following termination. Provider reserves the right to immediately remove any participant in Institution's program in the event Provider determines that such participant fails to adhere to its policies and procedures or conducts him or herself in a manner inconsistent with or below the expectations set forth for such student participants.

Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, and shall automatically renew for additional successive terms of one (1) year each. This Agreement may be terminated by either party: (a) after providing sixty (60) days prior written notice of termination to the other party if the other party fails or refuses to materially perform any of its obligations under this Agreement and such failure or refusal is not cured within such sixty (60) day notice period; or (b) by either party at any time without cause, by sending the other party written notice of termination at least ninety (90) days in advance of such termination. During the remainder of such notice period, the parties will continue to conduct themselves in the same manner without interference including providing access to participants on-site of the Provider office(s) in the same manner as customarily conducted or available or such additional time as needed to satisfy the clinical experience requirements for those participants already enrolled in the program even if the termination is extended as a result, it being understood that the Institution is relying upon the commitment upon entering into this Agreement.

Independent Contractors; Compliance with Law. The parties are independent contracting parties. As such, each party shall be solely responsible for its (including its owners', employees', agents' and affiliates', with "affiliate" with respect to Provider meaning affiliated by common

ownership to any extent or contract, including parents and subsidiaries, as well as that established through management agreements, lease agreements, nominee agreements and the like) own acts and omissions and breach of this Agreement, including any adverse change in any representation and/or warranty hereunder and non-compliance with Applicable Law (as hereafter defined), and, to the extent not covered by insurance, Provider shall indemnify, defend and hold Institution and its owners, employees, agents and program participants harmless from and against all allegations, investigations, audits, claims, costs, penalties, fines, damages, expenses and liabilities (collectively, "Liabilities") associated with the foregoing as well as those arising out of Provider's and its affiliates' (as defined above) provision of diagnostic testing and related services, operations and business, including costs and reasonable attorneys' fees incurred (deemed part of the Liabilities), including following termination. Institution will be solely responsible for maintaining authority to conduct its educational program as applicable. Provider will be solely responsible for maintaining licensure/permits/registration to conduct diagnostic testing and for the conduct of its and its affiliates' business, billing, services, diagnostic testing and practice as required by all applicable Federal and State laws, rules, regulations and third party payor (private and governmental) requirements (collectively, such laws, rules regulations and payor requirements are referred to herein as "Applicable Law"). Provider and its associated physicians shall be solely responsible for the direction, supervision and control of their own technicians at all times while rendering the diagnostic testing services being observed by and taught to participants in the program. Provider assumes the sole risk of any Liabilities associated with any utilization of the participants, as Provider expressly represents and warrants that an appropriately qualified technologist/technician shall at all times actually render the diagnostic testing services on Provider's behalf with appropriate physician supervision as required by Applicable Law notwithstanding any observation and assistance rendered by participants. This Section 4 shall survive termination of this Agreement.

Not an Employment/Staffing Arrangement. The parties expressly acknowledge and agree that in no event shall they conduct themselves in any manner or represent or otherwise hold out to the public or any third party that this educational program is in the nature of a staffing arrangement or for personnel placement. Provider shall promptly cooperate in providing any information or written attestations to governmental authorities so as to substantiate the foregoing, including upon and following termination. This Section 5 shall survive termination of this Agreement.

Non-Disparagement. At all times during the term of this Agreement and following its termination for any reason, the parties agree to not, directly or indirectly, in public or private, whether in oral, written, electronic or other format, disparage, deprecate, impugn or otherwise make any statements or remarks that would tend to or be construed to defame or slander the personal or professional reputations, qualifications, services, educational program and/or business of the other party, including its owner(s), affiliates and/or its/his/her/their owners, independent contractors, employees, agents, affiliates, subsidiaries, parents and/or successors, nor shall such party in any manner assist or encourage any third party in doing so. This shall not prohibit the

making of claims and the enforcement of rights and remedies arising under this Agreement, testifying truthfully under oath, nor shall it or any other provision in this Agreement prohibit or preclude cooperation with investigations or inquiries by governmental authorities. This Section 6 shall survive termination of this Agreement.

Remedies. In the event of a breach or threatened breach of any of the covenants herein, in addition to any other rights or remedies which the party may have at law and in equity which shall be cumulative and not alternative, such party shall further be entitled to such equitable and injunctive relief (including a temporary and permanent injunction, without the requirement of the posting of a bond) as may be available from a court of competent jurisdiction to restrain the other party (and their respective owners, affiliates and successors) from any violation or continued violation of such covenant. If any restriction or any other provision contained in this Agreement shall be deemed to be invalid, illegal or unenforceable by reason of the extent, duration or scope thereof, or otherwise, then the court making such determination shall reduce such extent, duration, scope or other provision hereof, and in its reduced form, such restriction or provision shall then be enforceable in the manner contemplated hereby. This Section 8 shall survive termination of this Agreement.

HIPAA. The Institution's participants shall participate in HIPAA training as reasonably required by Provider. The parties shall simultaneously herewith enter into a Business Associate Addendum.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER IN AN ACTION IN CONTRACT (INCLUDING PURSUANT TO ANY INDEMNITY AS THEN-AVAILABLE TO PROVIDER), TORT OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE FOREGOING LIMITATIONS OF THIS SECTION WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. This Section 10 shall survive termination of this Agreement.

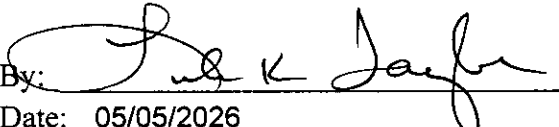
Miscellaneous. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement represents an independent contractor relationship between the parties and nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto. Neither party may assign this Agreement to a third party without the written consent of the other party; provided, however, that Institution may assign this Agreement to any successor to its business or assets to which this Agreement relates. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may only be amended by written signature of both parties. All notices given under this Agreement shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, to each party at their respective addresses set forth in

this Agreement or such other address for the parties as provided to the other party pursuant to a notice in accordance with this paragraph. This Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of law rules thereof. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the Supreme Court of the State of Michigan. By execution and delivery of this Agreement, each such party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held to be legally invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected. Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent or other default of the same or a different nature. This Agreement may be executed in any number of counterparts, all of which shall together constitute one and the same instrument. The substantially prevailing party in any action or proceeding arising under this Agreement shall be entitled to all expenses incurred, including but not limited to, reasonable attorneys' fees, collection and court costs incurred in and leading up to such proceeding, and the costs of collection on any judgment. Any provision of this Agreement which by its express terms or by reasonable implication must survive termination in order to be effectuated shall so survive termination. The parties mutually represent that this Agreement has been duly authorized and the parties are under no contractual or other restriction or obligation which is inconsistent with the execution of this Agreement, the performance of their duties hereunder, or the rights granted hereunder.

The parties have executed this Agreement as of the day and year first above written.

PROVIDER


ADVANTAGE DIAGNOSTIC & MRI

By: 
Date: 05/05/2026

Print Name: LINDA K TAYLOR
Its: CLINICAL DIRECTOR
Email: LINDA @ADVMRI.COM
Phone Number: 918-499-9200

INSTITUTION

DSDT College Inc. dba DSDT

By: 
Date: 5/12/2026

Print Name: Jamie Harris
Its: CEO