

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 Austin Radiological Association MSO, LLC located at 12554 Riata Vista Circle, Austin, TX 78727 ("**Provider**") and is effective as of the date of the last signature below (the "**Effective Date**").

1. **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 Texas and such additional locations as the parties mutually agree in accordance with this Agreement and the terms and conditions contained in Schedule A (Terms & Conditions) (the "Clinical Experience"). 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, solely with Provider's prior written approval, 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.

2. **Term; Termination.** 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 thirty (30) 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 thirty (30) 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.

3. Independent Contractors; Compliance with Law; Indemnification; Limitation of Liability.

3.1 The parties are independent contracting parties. As such, each party shall be solely responsible for its (including its owners', employees', agents', and affiliates' (and, with respect to Institution, its program participants'), 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).

3.2 Provider shall indemnify, defend and hold Institution and its owners, employees, agents and program participants harmless from and against all third-party allegations, investigations, audits, claims, costs, penalties, fines, damages, expenses and liabilities, including costs and reasonable attorneys' fees incurred (collectively, "Liabilities"), arising as a direct result of Provider's (i) negligent and reckless actions and omissions, (ii) breach of this Agreement, including any adverse change in any representation and/or warranty hereunder, (iii) non-compliance with Applicable Law, and (iv) Provider's and its affiliates' (as defined above) provision of diagnostic testing and related services, operations and business, including following termination, but only to the extent in excess of available insurance proceeds.

3.3 Institution shall indemnify, defend, and hold Provider and its owners, employees, agents and affiliates harmless from and against all Liabilities arising as a direct result of Institution's (i) negligent and reckless actions or omissions, (ii) breach of this Agreement, including any adverse change in any representation and/or warranty hereunder, and (iii) non-compliance with Applicable Law, including following termination, but only to the extent in excess of available insurance proceeds.

3.4 Institution will be solely responsible for maintaining authority to conduct its educational program as applicable, in accordance with this Agreement and Applicable Law. 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.

3.5 This Section 3 shall survive termination of this Agreement.

4. **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 4 shall survive termination of this Agreement.

5. **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 intentionally 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 5 shall survive termination of this Agreement.

6. **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 6 shall survive termination of this Agreement.

7. **HIPAA.** Institution's participants shall participate in HIPAA training provided by Institution.

8. **Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, 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, 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 8 shall survive termination of this Agreement.

9. **Insurance.** Each party shall maintain standard commercial insurance coverage as is customary and reasonable for their respective operations. Institution shall maintain general and professional liability coverage with limits of not less than \$1 million per occurrence and \$3 million in aggregate. For avoidance of doubt, Institution shall not provide or offer insurance coverage to participants, excepting only that Institution shall provide professional liability insurance coverage for participants in the Clinical Experience.

10. **Records.** All records created by either party related to this Agreement shall belong to the party that created the records. Notwithstanding the foregoing, and subject to Applicable Law and policies pertaining to the privacy and non-disclosure of records or portions thereof, each party shall provide the other party all records, reports, or other documents relevant to each participant's education or participation in the Clinical Experience that may be required to be produced and exchanged for purposes of Institution's program.

11. **Non-Exclusivity.** The parties understand and agree that this Agreement is non-exclusive and that Institution may place participants with other facilities and Provider may accept students from other educational institutions. This Agreement shall not preclude either party from pursuing educational, training or research activities outside the scope of this Agreement.

12. **Use of Names or Marks.** Neither party shall, prior to, in the course of, or after performance under this Agreement, use the other party's names, service marks, trademarks, trade names, logos or other identifying names, domain names, or identifying marks without the prior written consent of the other party.

13. **Force Majeure.** A delay in or failure of performance of either party will not constitute default hereunder or give rise to any claim for damages to the extent such failure or delay is caused by, or results from, acts beyond the affected party's reasonable control, including, without limitation acts of God; flood, fire or explosion; pandemic, epidemic, war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party stating the Force Majeure Event and the period of time the occurrence is expected to continue and shall use reasonable efforts to end the failure or delay and minimize and mitigate the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may

similarly suspend its performance obligations until such time as the affected party resumes performance. Either party may terminate this Agreement if such failure or delay continues for a period of thirty (30) days or more.

14. **No Sanctions.** Each party warrants that it and any of its officers, directors, employees, agents, contractors, and representatives have not been (a) sanctioned by or excluded from participation in any state or federal healthcare program and are not sanctioned or debarred under any federal or state law or regulation; (b) listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) listed on the General Services Administration's List of Parties Excluded from Federal Programs; (d) listed on the United States Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; (e) convicted of a criminal offense related to health care; and (f) is not a debarred or suspended contractor of the state in which it does business. Each party shall promptly notify the other party if it is no longer able to make such warranties. Without limiting any other rights and remedies under this Agreement, whether afforded by law or in equity, either party may terminate this Agreement without penalty upon five (5) days' prior written notice if a party determines that the other party has breached this provision.

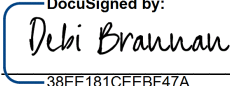
15. **Miscellaneous.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement represents an independent contractor relationship between the parties, and nothing contained in this Agreement shall be deemed or construed as creating the 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, claims, demands, and other communications given under this Agreement shall be in writing and shall be deemed given upon (i) the third business day after deposit in the United States mail when mailed by registered or certified mail, postage pre-paid, return receipt requested, or (ii) confirmation of delivery when delivered by a standard overnight carrier to, in the case of Institution, at its address set forth in this Agreement and, in the case of Provider, at Austin Radiological Association MSO, LLC c/o Radiology Partners, Inc., 12554 Riata Vista Circle, Austin, TX 78727 with a copy to (which shall not constitute notice) RPLegal@radpartners.com, 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 effective as of the Effective Date.

PROVIDER:

**AUSTIN RADIOLOGICAL
ASSOCIATION MSO, LLC**

Signature:  38EE181CEE47A...

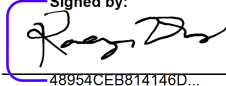
Printed Name: Debi Brannan

Title: CEO

Date: 7/25/2026 | 7:51 AM CDT

INSTITUTION:

DSDT COLLEGE INC. DBA DSDT

Signature:  48954CEB814146D...

Printed Name: Racquel Williams

Title: racquel.williams@dstd.edu

Date: 8/18/2026 | 5:25 AM CDT

SCHEDULE A

TERMS & CONDITIONS

Mutual Duties & Responsibilities. The parties will cooperate with one another to facilitate the successful operation of the Clinical Experience provided to participants in accordance with this Agreement.

1. Duties & Responsibilities of Institution.

Institution shall:

- a. Present participants to Provider for participation in the Clinical Experience who have successfully fulfilled the preclinical requisites of Institution's didactic work, as evidenced by each respective participant's basic skills, professional ethics, and academic performance.
- b. Upon Provider's request, provide documentation demonstrating that participants meet Provider's reasonable requirements for participation in the Clinical Experience.
- c. Provide guidance and training to Provider team members regarding Institution's program and the Clinical Experience as may be requested of Institution by Provider from time to time.
- d. Instruct participants to comply with the direction, instruction, rules, regulations, procedures, and policies of the Provider's medical facility.
- e. Appoint a faculty member of the Program or other liaison who will: (i) plan, in conjunction with Provider, the Clinical Experience and patient care assignments to fulfill the clinical requirements component of the Program; (ii) regularly correspond with Provider through asynchronous reports and forms; and (iii) meet with Provider's staff members to discuss the quality of the Clinical Experience and any issues or feedback related to the Clinical Experience, as needed.
- f. Facilitate the administration of Provider's required screening of participants prior to each participant's participation in the Clinical Experience and subject to the parameters and criteria communicated by Provider to Institution. By way of example only, such screening may include criminal background screening, immunization verification, acceptable physical examination of participant and, within time periods satisfactory to Provider, exclusionary list screening, and general safety training. In this role, Institution is only serving as a facilitator and Provider shall, at all times, have sole decision-making responsibility with respect to: (i) review of and decision-making based upon all participant screening results; and (ii) the suitability of a participant for participation or continued participation in the Clinical Experience in Provider's healthcare environment.
- g. Maintain sole responsibility for Institution's premises, data, systems, education records and reports, confidential information, employees, and agents.
- h. Maintain sole responsibility for the nonclinical education of participants in the Program, its design, delivery, and grading and maintain all educational records

and reports relating to the same.

2. Duties & Responsibilities of Provider.

Provider shall:

- a. Host the mutually-agreed Clinical Experience for participants
- b. Appoint a staff member as the educational coordinator who will be responsible for the activities of the participants, as well as assisting and meeting with Institution faculty members to plan the Clinical Experience and patient care assignments which will fulfill the clinical requirements of participants and discuss the quality of the Clinical Experience, including any issues or feedback related to the Clinical Experience.
- c. Deliver Provider's orientation to each participant prior to beginning the Clinical Experience, which shall include, but not be limited to, training with respect to protected health information, confidentiality obligations, bloodborne pathogens, worksite safety, and how to report concerns and/or complaints.
- d. Administer and secure signatures on any Provider-required agreements and/or consents with respect to participants' presence in Provider's medical facilities, such as non-disclosure agreements and worksite safety materials.
- e. Assign an experienced healthcare professional to serve as a mentor to each participant ("Mentor"), who will be responsible for: (i) ensuring participants receive appropriate Provider-supplied supervision, instruction, and facility access; (ii) offering constructive feedback, sharing expertise, and modeling best practices with participants; and (iii) facilitating a supportive learning environment to maximize each participant's growth and competence.
- f. Maintain a safe working facility in compliance with the final regulations promulgated by the Occupational Safety and Health Administration.

3. General Terms

- a. Institution and Provider shall mutually agree upon the number of participants in the Clinical Experience and the location and schedules for each participant.
- b. Both parties acknowledge and agree that each participant's participation in the Clinical Experience is for purposes of complementing graduation requirements of the Program and participants shall not be utilized, requested, or permitted to perform services in lieu of any of Provider's professional, clinical, or staff personnel.
- c. The parties will advise each other in the event of changes to Mentor/supervisory/instructing personnel, applicable policies, participant enrollment, and availability of resources. Both parties will work together in good faith to create and maintain an appropriate and beneficial learning environment in support of the Clinical Experience.
- d. Either party may require the withdrawal or cessation of any participant in the Clinical Experience in the event a participant's performance, conduct, or behavior is unacceptable. Provider may refuse to accept any participant at any time for any lawful reason, including, but not limited to, (i) ineligibility for direct employment with Provider; (ii) conduct or behavior posing a risk or threat to patients, equipment, persons, premises, or personnel; (iii) unprofessional or inappropriate behavior; or (iv) failure to comply with

Provider's rules, regulations, policies, or procedures.

- e. The parties understand and agree that medical treatment of participants for any injuries sustained during the Clinical Experience shall be covered through the participant's personal health insurance plan, if any, or otherwise through participant's own resources, unless the incident directly leading to the injuries sustained are covered under Provider's liability insurance policy. Personal health insurance coverage for Institution faculty and/or participants will not be the responsibility of Provider.
- f. Both parties agree that neither shall unlawfully discriminate against any participant on the basis of any category or characteristic prohibited by Applicable Law, including but not limited to on the basis of race, national origin, sex, age, veteran status, sexual orientation, pregnancy, disability, and religion.
- g. No payments will be made under this Agreement.