MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into by and between Customer and PDDS Buyer, LLC, a limited liability company having a principal place of business at 3990 Westerly Place, Suite 200, Newport Beach, CA 92660 ("Company").

RECITALS

A. The Customer desires to enter into this Agreement with Company to provide hosted image storage and viewing services of dental images and related information pursuant to the terms of this Agreement.

B. Company desires to perform the Services (as defined below) at the request of Customer pursuant to the terms and pricing in this Agreement.

AGREEMENT

In consideration of the mutual covenants and representations set forth in this Agreement, Customer and Company agree as follows:

1. THE SERVICES.

1.1. Purpose. This Agreement sets forth the terms and conditions under which Company agrees to license certain hosted "software as a service" and provide all other services, support, backup and recovery, necessary for Customer's use of such software (collectively, the "Services"), as further set forth in Exhibit A.

1.2. Authorized Users. Unless otherwise limited on an Exhibit A, only Customer and its employees have the right to operate and use the Services. The Company shall provide the functionality to allow Customer to implement passwords, user identification, and password change management.

1.3. Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Company.

1.4. Security of Customer Data. For purposes of this Agreement, "Customer Data" shall mean all data of Customer hosted by Company pursuant to this Agreement. Company will host U.S. Customer Data in secure, U.S. based facilities; and will host Canadian Customer Data in secure, Canadian based facilities. Company shall be deemed to have exercised reasonable care in the maintenance, custody and preservation of Customer Data in Company's possession if such Customer Data is treated substantially the same as Company treats its own like data.

1.5. Change Control Procedure. Customer may make a written request to increase the scope of the Services as set forth in Exhibit A. If Customer requests an increase in Services, Company will within five (5) business days (or other mutually agreed upon period) after receiving the request notify Customer whether or not Company is able to meet the request and if Company is so able, the associated cost increase. If Customer approves, Customer and Company will execute a change order

2. ACCESSIBILITY AND PERFORMANCE.

2.1. Service Commitment. Company shall use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage (as defined below) of at least 99.95% (the "Service Commitment"). For purposes of this Agreement, the "Monthly Uptime Percentage" shall be determined by a fraction, the numerator of which is the sum of the amount of time that the Services are available plus the amount of time that the Services are not available for reasons specified in Section 2.3 and the denominator of which is twenty-four hours per day, seven days per week.

2.2. Service Commitment Credit. For each calendar month that Company is unable to meet the Service Commitment, Customer shall be entitled to a credit against future fees as follows: 5% of the Monthly Fees (as defined in Exhibit A) for each hour (or part thereof) of non-compliance after Company receives notification of an interruption in the Service Commitment during the month up to a total of 100% of the monthly fee. The Customer must request the credit. The foregoing credit is Customer's sole and exclusive remedy if Company fails to meet the Service Commitment.

2.3. Interruption to Service. The Monthly Uptime Percentage will be calculated without regard to periods when the Services are unavailable: (a) during standard maintenance between 12 am Eastern Time and 4 am Eastern Time on Thursday of each week; (b) during scheduled system back-up or other on-going maintenance as required and scheduled in advance by Company; (c) during emergency software, site and/or software updates and maintenance; (d) due to voluntary action or inaction on the part of Customer or any third party; (e) due to Customer's equipment, software or other technology and/or third party equipment, software or other technology outside of Company's control; (f) due to any unforeseen cause beyond Company's reasonable control, including but not limited to Internet Company or communications network failures, denial of service or similar attacks, or any force majeure events set forth in this Agreement; (g) due to Company's suspension and/or termination of Customer's right to use Services in accordance with this Agreement; or (h) due to Customer failing to follow basic operational guidelines and/or security practices.

2.4. Performance. Company will monitor performance indicators on the systems and network infrastructure (its own and that of third-party suppliers) in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Services. Company further reserves the right to monitor and reasonably restrict Customer's ability to use the Services if Customer is using excessive computing resources which are impacting the performance of the Services for other subscribers. Company agrees to notify Customer in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

2.5. Customer Backup Availability. Company will provide a backup of Customer's Data upon Customer's request. Backup data will be sent to Customer via electronic transfer and/or digital media. Customer is responsible for any and all fees associated with providing the backup as outlined in Exhibit A including, but not limited to, data transmission fees, media, and shipping. Customer is limited to requesting backup data to once per quarter.

2.6. Customer's Internet Connection. Customer acknowledges that Company is not responsible for Customer's Internet connection and/or connectivity. Customer is responsible for all problems arising from its own Internet connectivity

2.7. Maintenance and Support**.** Company shall maintain the Services and provide fixes to the Services at no additional cost. Maintenance does not include major releases of new versions of software, additional functionality, or custom software programming, which Company, at its discretion, may provide at an additional cost as otherwise agreed between the parties.

3. EFFECTIVE DATE, TERM AND TERMINATION.

3.1. Effective Date. The "Effective Date" of this Agreement, shall be determined based on the first location being installed. If the installation of the software occurs from the 1st–15th of the month, the effective date shall be the 1st of that month. Should the installation occur between the 16th-end of month than the effective date shall be the 1st of the month following the month of installation.

3.2. Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the initial term of the Services set forth in Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for One (1) Year, and continue month-to-month thereafter until Termination with written notice of non-renewal. "Term" shall collectively mean and include the Initial Term and each monthly continuation, if any.

3.3. Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Customer to make payments when due, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

3.4. Termination of Agreement for Service Commitment Non-Compliance. If Company fails to meet a Monthly Uptime Percentage of 98.00% for either a period of three (3) consecutive calendar months or during five (5) calendar months within any consecutive twelve (12) month period, Customer may terminate this Agreement without cause or penalty. Customer shall still be responsible for paying any outstanding fees.

3.5. Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to Company all amounts due and payable hereunder, including, without limitation, those amounts set forth on Exhibit A.

3.6. Early Termination Fees. Except for termination of this Agreement due to Company's breach of this Agreement, in the event that this Agreement is terminated prior to the expiration of the Term, Customer shall pay Company, within ten (10) days after the date of such termination, (a) all accrued and unpaid fees for Services provided through the effective date of termination, plus (b) a cancellation fee equal to 100% of Customer's remaining Monthly Fees until the end of the current Initial Term. The parties agree that, if Services are cancelled prior to the completion of the Term, Company's damages shall be difficult or impossible to ascertain, and therefore the amounts set forth in this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty.

3.7. Early Termination Database Conversion Service Fee. Except for termination of this Agreement due to Company's breach of this Agreement, in the event that this Agreement is terminated prior to the expiration of the Term, and in the event that the Customer received free or discounted Database Conversion services, Customer shall pay Company, within ten (10) days after the date of such termination, the difference in price between the discounted Database Conversion Services and the full price of Company's Database Conversion Services as listed on Exhibit A.

3.8. Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or cause the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information and (ii) any other data, programs, and materials other than De-Identified Data (as hereinafter defined); and (b) return to the other party, or permit the other party to remove, any personal property of the other party then situated on such party's premises. Property which is delivered in tangible form shall be deemed to be delivered upon evidence of delivery by a third-party courier service. Property which is delivered electronically will be deemed to be delivered and accepted if Customer does not raise any objection within thirty (30) days of the date of electronic delivery. Notwithstanding the foregoing, the return of Customer Data shall be subject to Section 3.9 of this Agreement. Furthermore, neither party shall be required to destroy any such Confidential Information, data, programs or materials that are maintained on such party's back up data systems nor such Confidential Information that the party is instructed by legal counsel to maintain. Section 8 (captioned "Non-Disclosure of Confidential Information") shall continue to apply to such Confidential Information so maintained.

3.9. Termination Assistance Services. Customer agrees to the hourly rates and other fees set forth on Exhibit A for Termination Assistance Services (as hereinafter defined). Company will provide to Customer, at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of Customer Data, in whole or in part, to Customer (such assistance shall be known as the "Termination Assistance Services") during the thirty (30) calendar day period prior to, and/or following, the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "Termination Assistance Period"). If this Agreement has been terminated by Company due to Customer's failure to pay any amounts due Company, any and all expenses for Termination Assistant Services will be payable up-front by Customer. The provisions of this Section 3.9 ("Termination Assistance Services") shall survive for not longer than thirty (30) calendar days after the termination or

expiration of this Agreement. Provided that Company and Customer agree as to price and scope of Company's provisioning of the Termination Assistance Services, such Termination Assistance Services may include:

3.9.1. developing a plan for the orderly transition of Customer Data from Company to Customer;

3.9.2. using commercially reasonable efforts to assist Customer and/or a Customer designated partner, at Customer's sole cost and expense, in acquiring a copy of Customer Data;

3.9.3. such other activities upon which the parties may agree.

3.10. HIPAA Compliance. Customer acknowledges and agrees that Customer shall be responsible for identifying and requesting Customer Data which Customer needs to comply with Company's obligations to patients under HIPAA (as defined below) and that Company's sole obligation shall be to return Customer Data in accordance with Section 3.9. For purposes of this Agreement, "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any regulations issued pursuant thereto.

4. FEES AND EXPENSES. Customer shall be responsible for and shall pay to Company the fees as described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Company for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Customer of an invoice from Company.

4.1. Automatic Payment Processing. Unless otherwise provided for under one or more Exhibits to this Agreement, Company shall automatically charge Customer for Monthly Fees and any other fees specified in Exhibit A to the specified Customer's credit card or bank account ("Credit Account") provided by Customer prior to Company setting up Customer's service. Customer agrees to promptly substitute another Credit Account if the then Credit Account becomes inactive or exceeds its credit limit. By entering into this Agreement, Customer hereby authorizes Company to automatically charge the Credit Account during the term of this Agreement. If, for any reason, an automatic payment is denied, Customer shall pay the applicable fee, together with a $50.00 late fee, to Company within five (5) days of notice from Company.

4.2. Pricing Changes. After the Initial Term, Company may make reasonable adjustments to the pricing set forth in this Agreement.

4.3. Taxes. The fees described in Exhibit A or otherwise chargeable under this Agreement do not include any sales, use or other taxes that may be applicable. Customer shall be responsible for the payment of any and all applicable sales, use or other taxes, other than taxes on the income of Company which shall be the responsibility of Company.

5. RIGHT TO USE, OWNERSHIP AND LICENSE IN SERVICES.

5.1. Non-Exclusive Rights. Company grants Customer a non-exclusive and non-sublicensable right to access and use the Services. Customer's use of the Services is subject to the following:

5.1.1. EULA. In order to access the Subscription Services, Customer will be required to click through and agree to certain on-line terms and conditions, which are in addition to the terms and conditions of the Agreement.

5.1.2. Passive Conduit. Company acts as a passive conduit, and is not responsible, for the online distribution and publication of text, pictures, graphics, sound, video, and other data ("Content") sent or received by Customer pursuant to this Agreement. Moreover, as a passive conduit, Company merely transports information and does not access it other than on a random or infrequent basis as necessary to perform required Services under this Agreement, or as required by law. If it comes to Company's attention that any Content may, in Company's sole discretion, create liability for any third party or Company, Company may take any action it deems reasonable or appropriate to protect Company's rights and interests. Customers and Users are

not permitted to transmit data on the Services that: (a) infringes on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation; (c) are defamatory, trade libelous, threatening, unlawfully harassing, indecent, abusive, obscene, or contain child pornography; (d) contain viruses or other similar harmful or deleterious programming routines; or (e) damage, disable, overburden or impair the Services or any other party's use of the Services. In addition, Customers and their Users are not permitted to harvest email addresses through the Services.

5.1.3. Authorized Use. Customer agrees not to resell the Services or knowingly allow any unauthorized use by a third party. Customer agrees to notify Company immediately if Customer becomes aware of any unauthorized use of the Services provided under this Agreement. Company may terminate the Services without notice if Customer or its Users breach the Agreement.

5.1.4. Statistics Gathering. Customer acknowledges and agrees that Company may disclose statistics about its users' usage in connection with Company's marketing activities, provided that Company will only disclose such information in the aggregate.

5.1.5. De-Identified Data. Customer acknowledges and agrees that Company may from time to time anonymize one or more images or datasets from Customer Data for providing support to the Customer, product performance optimization and improvement, product testing, research, product development, product performance analysis, statistical analysis, and/or other commercial purposes, provided that such data has been de-identified in accordance with 45 CFR § 164.514(b)(2)(i) or any successor regulation (the "De-Identified Data"). Customer agrees that, notwithstanding Section 10.4, any De-Identified Data and its derivatives become property of Company and are not subject to the Confidentially sections of this agreement.

5.1.6. Third Party Intellectual Property. Unless otherwise specified in the Agreement that Customer, on its own, will acquire and obtain a license to third party intellectual property, Company shall grant to Customer or obtain for Customer a license to third party intellectual property to the extent necessary for Customer to use third party intellectual property to use the Services.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Mutual Representations and Warranties. Each of Customer and Company represent and warrant that:

6.1.1. it is a business duly formed, validly existing, and in good standing under the laws of its state of formation;

6.1.2. it has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

6.1.3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

6.1.4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and by general equitable principles;

6.1.5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and

6.1.6. there is no outstanding litigation, arbitration, or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

6.2. By Company. Company represents and warrants that:

6.2.1. the Services shall be performed in a professional and workmanlike manner; and

6.2.2. Company shall not knowingly infringe upon any United States copyright or United States patent of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

6.2.3. THE WARRANTIES MADE BY COMPANY IN THIS SECTION 7.2 ARE ITS ONLY WARRANTIES AND COMPANY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THOSE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE AT ALL TIMES UNINTERRUPTED OR ERROR-FREE.

7. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. The parties acknowledge that each party may be exposed to or acquire communications or data of the other party that is confidential and not intended to be disclosed to third parties.

7.1. Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean Customer Data and all information and documentation of a party that such disclosing party designates as proprietary or confidential in writing at the time of disclosure by such entity. The term "Confidential Information" does not include De-Identified Data and does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

7.2. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or third party contractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and third-party contractors of their obligations to keep such information confidential.

7.3. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

7.4. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligations of confidentiality may give rise to irreparable injury to the other party, which injury may be inadequately compensable in the form of monetary damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, the immediate termination of this Agreement.

7.5. Survival. The provisions of this Section 8 ("Non-Disclosure of Confidential Information") shall survive for a period of three (3) years following the termination or expiration of this Agreement; provided, however, that the confidentiality obligations with respect to Protected Health Information (as defined in HIPAA) shall survive indefinitely.

8. IDENTITY THEFT. In the performance of this Agreement, Company may have possession of or access to documents, records or items that contain Social Security numbers, driver license or state identification card numbers, passport numbers or other United States issued identification numbers, or financial account numbers, credit or debit card numbers, in combination with any required security code, access code or password that would permit access to a consumers financial account ("Personal Information"). Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Therefore, prior to the receipt of, and during the period in which Company has possession of or access to, any Personal Information, Company shall have in place, a formal information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons.

8.1. Access to Personal Information. Company shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Company receives access, possession, custody, or control under this Agreement. Company shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Company shall not use, distribute, or dispose of any Personal Information other than expressly permitted by the Customer, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

8.2. Reporting. Company shall report to the Customer, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Company receives access, possession, custody or control in the performance of this Agreement.

8.3. Customer's Responsibility. Company shall not be held liable or responsible for any breach of security, use, disclosure, theft, loss, or other unauthorized access of Personal Information due to any dissemination, disclosure, breach of security, malicious act, weak password security, data mining or any other action resulting directly or indirectly from Customer or Customer's Users.

9. PROPRIETARY RIGHTS.

9.1. Title and Ownership. Customer acknowledges that all right, title, and interest in and to the Services and all software used to provide the Services, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Company IP"), is, and at all times shall remain, the sole and exclusive property of Company. The Company IP contains trade secrets and proprietary information owned by Company that is protected by United States and foreign laws relating to intellectual property. Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or any software used to provide the Services.

9.2. Restricted Access. Customer shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or any software used to provide the Services in any form or media or by any means.

9.3. Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Company may use software and related processes, instructions, methods, and techniques that have been previously developed by Company (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Company.

9.4. No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

9.5. Survival. The provisions of this Section 10 ("Proprietary Rights") shall survive termination of this Agreement.

10. INDEMNIFICATION.

10.1. By Company. Company agrees to indemnify, defend, and hold Customer and its officers, directors, agents, and employees (collectively, the "Customer Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim alleging that Customer's use of the Services in accordance with this Agreement infringes or misappropriates the intellectual property rights of any third party. The foregoing shall not apply to the extent that such Claim arises from (i) Customer Data or third-party materials; (ii) use of the Services in combination with any service not provided by Company; (iii) modification of the Services other than as expressly permitted under this Agreement; or (iv) failure to timely implement modifications made available to Customer by Company.

10.2. By Customer. Customer agrees to indemnify, defend, and hold Company and its licensors, contractors, officers, directors, agents, and employees (collectively, the "Company Parties") harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Company Party, by reason of any negligent act or omission of the indemnifying party, its officers, directors, agents and employees during the Term of this Agreement, including, without limitation, Claims arising out of or relating to bodily injury (including death) or damage to tangible personal or real property.

10.3. Promptly after receipt by the any Customer Indemnitee or Company Party (each, interchangeably, an "Indemnitee") of a threat of any action, or a notice of the commencement, or filing of any action against the Indemnitee, the Indemnitee shall give notice thereof to the other, provided that failure to give or delay in giving such notice shall not relieve the indemnifying party of any liability it may have to the Indemnitee except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced thereby.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. COMPANY SHALL BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF COMPANY PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT. THIS SECTION 11 ("LIMITATION OF LIABILITY") SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. GENERAL.

12.1. Relationship between Customer and Company. Company is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Company, or any of its staff, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Company's status as an independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Company or

Company's agents or staff. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Company nor its staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

12.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. The parties expressly stipulate that all litigation under this Agreement shall be brought in the State or Federal courts having jurisdiction over Newport Beach, California, and for the purpose of any such suit irrevocably submit and consent to the personal and subject matter jurisdiction and venue of any such court.

12.3. Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, and problems with telecommunications providers to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use commercially reasonable efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

12.4. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

12.5. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid or by nationally recognized overnight carrier (e.g., FedEx or UPS) to the "Address For Notice" appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee, and notice dispatched by nationally recognized overnight carrier shall be deemed effective on the next business day following its placement with such carrier addressed to addressee.

12.6. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature or signature delivered by other electronic delivery (e.g., portable document format (PDF) file) may substitute for and have the same legal effect as the original signature.

12.7. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Company as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

12.8. Headings. The headings used herein are for organizational purposes only and do not constitute a part of this Agreement.

12.9. Transferability. The rights and obligations of either party shall not be transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that Company may transfer this Agreement in connection with a merger, sale or other disposition of substantially all the equity interests or assets of Company's business to which this Agreement specifically relates. With the prior written consent of Company, which consent shall not be unreasonably withheld, Customer may transfer this Agreement in connection with a merger, sale or other disposition of substantially all the equity interests or assets of Customer's business to which this

Agreement specifically relates. All obligations of the parties herein shall be binding upon their respective successors or assigns.

12.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

EXHIBIT A

Software as a Service ("SaaS") Statement of Work

This Exhibit A - Software as a Service ("SaaS") Statement of Work shall be incorporated in and governed by the terms of the Master Services Agreement by and between Customer and PDDS Buyer, LLC, a limited liability company having a principal place of business at 3990 Westerly Place, Suite 200, Newport Beach, CA 92660 ("Company"), as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

DATA CONVERSION SERVICES

In the event that this Agreement is terminated prior to the end of the Term other than due to Company's breach of this Agreement, Customer shall be responsible for paying Company the difference between the Fee Paid for Data Conversion Services and the Retail Price of $7,500 for Data Conversion to DICOM Services, per database converted, pursuant to Section 3.7 of this Agreement.

PLAN INFORMATION

1. Server Setup Fee. Customer will pay Company a one-time server setup fee) per server that will be charged during the first month of Service
2. Location Setup Fees. Customer will pay Company a one-time location setup fee per location. Location Setup Fee includes software setup and one (1) hour of online training for each location.
3. Plan Quantities. One service plan per location. Capture and Data quantities are determined by plans selected above, multiplied by location quantity.
4. Standard and Starter Plans can be mixed between locations.
5. Pro and Pro 3D requires that all locations must be on the same Pro or Pro 3D plan.
6. Technical Support. Company will provide reasonable technical support concerning the Service during Company's normal business hours as defined on Company's website at no additional cost to the Customer. After-hours support may be purchased at additional cost through a separate support agreement through Company. Customer acknowledges that Company only provides support for Company's software and not for Customer's infrastructure, Internet connection, operating systems, hardware and/or other non-Service related items.
7. Termination Assistance Services and Customer Database Backup Exports. Customer must purchase the XVWeb Data Extract ($995 per extract/download) to receive an export of their complete server patient and imaging data via a secure download link. If hardware is required due to database size or Customer restrictions (i.e., internet bandwidth, local storage space, etc.), Customer must provide and ship hardware to Apteryx, and pay for return shipping.