DATA PROCESSING AGREEMENT

This Data Processing Addendum ("DPA"), forms part of the Agreement between Pearl, Inc. ("Pearl") and ("Client") as defined by the Master Services Agreement ("MSA") ("Agreement") and shall be effective on the date both Parties execute this DPA (Effective Date"). All capitalized terms not defined in this DPA shall have the meanings set forth in the MSA..

1. DEFINITIONS

"Agreement" means Pearl's MSA, which governs the provision of the Services to Client, as such terms may be updated by Pearl from time to time.

"Control" means the Client as a dental provider and owner and exporter of the Personal Data as described in the Data Protection Laws..

"Client Data" means any Personal Data that Pearl processes on behalf of Client as a Data Processor in the course of providing Services, as more particularly described in this DPA.

"Data Protection Laws" means all data protection and privacy laws applicable to the processing of Personal Data or Client Data under the DPA, including, where applicable, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR").

"Data Controller" means the Client that determines the purposes and means of the processing of Personal Data.

"Data Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data.

"**Data Processor"** means Pearl as the entity that imports and processes Personal Data on behalf of the Client and Data Controller.

"DPA" or "Data Processing Agreement" means this document and any annexed schedules which are incorporated herein together with any future written and executed amendments.

"EEA" means, for the purposes of this DPA, the European Economic Area, including all 28 European Union countries as well as Iceland, Liechtenstein, and Norway.

"Governing Law" means the laws identified in Section 11 of this DPA.

"Party or Parties" means Pearl and Client.

"Pearl" the provider of computer vision platform that identifies common dentistry pathologies, such services being more particularly described in the MSA that imports and processes the Personal Data on behalf of the Client..

"Personal Data" means any information relating to an identified or identifiable natural person or "personal data" of the Clients dental patients and includes the specific data listed in Section 4.4 Details of Data Processing below.

"Processing" has the meaning given to it in the GDPR and "process", "processes", and "processed" shall be interpreted accordingly.

"**Security Incident"** means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Client Data.

"Services" means any product or service provided by Pearl to Client pursuant to the MSA.

"Sub-processor" means any Data Processor engaged by Pearl to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

"Supervisory Authority" means the supervisory authority with responsibility for ensuring compliance by a data exporter with the Data Protection Laws.

2. RELATIONSHIP WITH THE AGREEMENT

2.1 The Parties agree that DPA shall replace any existing DPA the Parties may have previously entered into in connection with the Services.

2.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

2.3 Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

2.4 Any claims against Pearl under this DPA shall be brought solely against the entity that is a Party to the Agreement. In no event shall any Party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Client further agrees that any regulatory penalties incurred by Pearl in relation to the Client Data that arise as a result of, or in connection with, Client's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Pearl's liability under the Agreement as if it were liability to the Client under the Agreement.

2.5 No one other than a Party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.6 This DPA shall be governed by and construed in accordance with Governing Law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

3. SCOPE AND APPLICABILITY OF THIS DPA

3.1 This DPA applies where and only to the extent that Pearl processes Client Data that originates from the EEA and/or that is otherwise subject to the GDPR on behalf of Client as Data Processor in the course of providing Services pursuant to the Agreement.

3.2 Where this DPA uses terms that are defined in the Data Protection Laws, those terms shall have the same meaning as in those regulations.

3.3 The DPA shall be read and interpreted in the light of the provisions of the Data Protection Laws.

3.4 The DPA shall not be interpreted in a way that conflicts with rights and obligations provided for in the Data Protection Laws.

4. ROLES AND SCOPE OF PROCESSING

4.1 Role of the Parties. As between Pearl and Client, Client is the Data Controller of Client Data, and Pearl shall process Client Data only as a Data Processor acting on behalf of Client.

4.2 Client Processing of Client Data. Client agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Client Data and any processing instructions it issues to Pearl; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Pearl to process Client Data and provide the Services pursuant to the Agreement and this DPA.

4.3 Pearl Processing of Client Data. Pearl shall process Client Data only for the purposes described in this DPA and only in accordance with Client's documented lawful instructions. Pearl shall process the personal data only for the specific purpose(s) of the transfer, as set out in Section 4.4 below, unless on further instructions from the Client. The Parties agree that this DPA and the MSA set out the Client's complete and final instructions to Pearl in relation to the processing of Client Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Client and Pearl.

4.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Client Data.
(b) Duration: As between Pearl and Client, the duration of the data processing under this DPA is until the termination of the MSA in accordance with its terms.
(c) Purpose: The purpose of the data processing under this DPA is the provision of the Services to the Client and the performance of Pearl's obligations under the MSA (including this DPA) or as otherwise agreed by the Parties.
(d) Nature of the processing: Pearl provides a computer vision platform that identifies common dentistry pathologies and other related services, as described in the MSA on behalf of Client.
(e) The Client Data is transferred from Client to Pearl on a continuous basis.
(f) Data subjects: Any dental patient of Clients whose information is stored or collected by Pearl via the Services of the MSA.
(g) Types of Client Data: certain meta data including identification data (patient name), biographical information (date of birth), appointment information (date and time of visit), and related radiographic imagery.

4.5 To the extent that Pearl processes Personal Data on behalf of the Client in connection with the DPA and MSA, Pearl shall:

(a) Solely process the Personal Data for the purposes of fulfilling its obligations under the DPA and MSA and in compliance with the Client's written instructions as may be specified from time to time in writing by the Client.
(b) Notify the Client immediately if any instructions of the Client relating to the processing of Personal Data are unlawful.
(c) Maintain a record of its processing activities.

4.6 The Client authorizes our use of Amazon Web Services ("AWS") located in Dublin Ireland as a third-Party Processor of Personal Data under this agreement. Pearl has entered into a written agreement with AWS substantially on that third Party's standard terms of business and Pearl confirms that it reflects and will continue to reflect the requirements of the Data Protection

Legislation. Pearl will remain fully liable for all acts or omissions of any third-Party Processor appointed by it pursuant to this clause.

4.7 Pearl shall provide input into and carry out Data Protection Impact Assessments in relation to the Client's data processing activities.

4.8 Notwithstanding anything to the contrary in the Agreement (including this DPA), Client acknowledges that Pearl shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, and product development. Pearl employs least privileged access mechanisms to control access to Client data (including any Personal Data therein). Role-based access controls are employed to ensure that access to Personal Data required for business purposes is for an appropriate purpose and approved with management oversight. To the extent any such data is considered Personal Data under the Data Protection Laws, Pearl is the Data Controller of such data and accordingly shall process such data in accordance with the Pearl's Privacy Policies and the Data Protection Laws.

6. SECURITY

6.1 Security Measures. Pearl shall implement and maintain appropriate technical and organizational security measures to protect Client Data from Security Incidents and to preserve the security and confidentiality of the Client Data. Pearl has developed the following controls: physical access, data access management controls, authentication and password management, device and media, audit, incident response and reporting policies, transmission security, protection from malicious software, contingency and disaster recovery plans, monitoring policies, security awareness and training, and related policies and procedures. More specifically, the above controls specifically include:

- Measures of pseudonymization and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing
- Measures for user identification and authorization
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for ensuring data minimization
- Measures for ensuring limited data retention
- Measures for allowing data portability and ensuring erasure

6.2 Updates to Security Measures. Client acknowledges that the Security Measures are subject to technical progress and development and that Pearl may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Client.

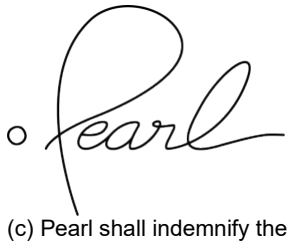
6.3 Client Responsibilities. Notwithstanding the above, Client agrees that except as provided by this DPA, Client is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Client Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Client Data uploaded to the Services.

6.4 Confidentiality of Processing. Pearl shall ensure that any person who is authorized by Pearl to process Client Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

6.5 Security Incident Response. Upon becoming aware of a Data Security Breach or Security Incident, Pearl shall notify Client without undue delay and shall provide timely information relating to the Data Security Breach or Security Incident as it becomes known or as is reasonably requested by Client.

(a) Pearl shall provide information and assistance upon request to enable the Client to notify Data Security Breaches to the Supervisory Authority and / or to affected individuals and / or to any other regulators to whom the Client is required to notify any Data Security Breaches.

(b) Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.



(c) Pearl shall indemnify the Client from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages, and other liabilities of whatever nature (whether contractual, tortious, or otherwise) suffered or incurred by the Client and arising out of or in connection with any breach by Pearl or any third-Party Processor.

6.6 Subject Access Requests. Pearl shall promptly notify the Client if it receives a request from a Data Subject (Subject Access Request) under the Data Protection Laws in respect of Personal Data; and

(a) Ensure that it does not respond to that request except on the documented instructions of the Client or as required by applicable Data Protection Laws to which the Pearl is subject, in which case the Pearl shall to the extent permitted by the Data Protection Laws inform the Client of that legal requirement before Pearl responds to the request; and

(b) Considering the nature of the data processing activities undertaken by Pearl, provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Client to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Laws.

6.7 Pearl shall cooperate with and assist the Client to enable the Client to comply with its obligations under the Data Protection Laws, including without limitation, all such measures that may be required to ensure compliance, and to notify the competent Supervisory Authority and the affected data subjects, taking into account the nature of processing and the information available to Pearl.

7. SECURITY REPORTS AND AUDITS

7.1 Pearl shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Client, including responses to information security and audit questionnaires that are necessary to confirm Pearl's compliance with this DPA.

7.2 Pearl shall promptly and adequately deal with enquiries from the Client that relate to the processing under the DPA.

7.3 The Parties shall be able to demonstrate compliance with the DPA. In particular, Pearl shall keep appropriate documentation on the processing activities carried out on behalf of Client.

7.4 Pearl shall make available to Client all information necessary to demonstrate compliance with the obligations set out in the DPA and at the Client's request, allow for and contribute to audits of the processing activities covered by the DPA, at reasonable intervals or if there are indications of non-compliance.

7.5 Pearl may choose to conduct the audit by itself or mandate an independent auditor, and shall, where appropriate, be carried out with reasonable notice.

7.6 Before the commencement of an audit, the Client and Pearl will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Pearl to unreasonably delay performance of the audit.

8. REDRESS

8.1 Pearl shall inform Clients dental patients in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints. Pearl shall deal promptly with any complaints it receives from a dental patient of Client.

8.2 In case of a dispute between a Client's dental patient and one of the Parties as regards compliance with the Data Privacy Laws, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

8.3 Where a Client's dental patient invokes a third-party beneficiary right pursuant to Data Protection Laws, Pearl shall accept the decision of the dental patient to

(i) lodge a complaint with the supervisory authority in the country of his/her habitual residence or place of work, or the competent supervisory authority.

(ii) refer to the dispute to the competent courts within the meaning of the laws of any Governing Law country.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organization or association under the conditions set out in the Data Protection Laws.

(e) Pearl shall abide by a decision that is binding under the applicable laws of any Governing Law country.

(f) Pearl agrees that the choice made by the Client's dental patient will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

9. INTERNATIONAL TRANSFERS

9.1 Pearl shall comply with the Client's instructions in relation to transfers of Personal Data to a country outside of the EEA unless Pearl is required, pursuant to the laws of any EEA country to transfer Personal Data outside the EEA, in which case the Processor shall inform the Controller in writing of the relevant legal requirement before any such transfer occurs, unless the relevant law prohibits such notification on important grounds of public interest.

10. COOPERATION

10.1 Pearl shall provide reasonable cooperation to assist Client to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event any such request is made directly to Pearl, Pearl shall not respond to such communication directly without Client's prior authorization, unless legally compelled to do so. If Pearl is required to respond to such a request, Pearl shall promptly notify Client and provide it with a copy of the request unless legally prohibited from doing so.

10.2 If a law enforcement agency sends Pearl a demand for Client Data (for example, through a subpoena or court order), Pearl shall attempt to redirect the law enforcement agency to request that data directly from Client. As part of this effort, Pearl may provide Client's basic contact information to the law enforcement agency. If compelled to disclose Client Data to a law enforcement agency, then Pearl shall give Client reasonable notice of the demand to allow Client to seek a protective order or other appropriate remedy unless Pearl is legally prohibited from doing so.

10.3 To the extent Pearl is required under the Data Protection Laws, Pearl shall (at Client's expense) provide reasonably requested information regarding the Services to enable the Client to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

11. GOVERNING LAW

11.1 This DPA is governed by the Data Protection Laws of the EEA. This DPA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed and interpreted in accordance with the laws of the member states of the European Union and the European Economic Area, and the Parties irrevocably submit to the exclusive jurisdiction of these courts.

12. TERMINATION

12.1 The Termination of this DPA will be in accordance with the MSA.

12.2 Pearl shall promptly inform Client if it is unable to comply with the DPA, for whatever reason.

12.3 In the event that Pearl is in breach of this DPA or unable to comply with these clauses, Client may suspend the transfer of Client Data to Pearl until compliance is again ensured or the contract is terminated.

12.4 Client shall be entitled to terminate the contract, insofar as it concerns the processing of Client Data under this DPA, where:
(i) Client has suspended the transfer of Client Data to the Pearl pursuant to paragraph 12.3 and compliance with this DPA is not restored within a reasonable time and in any event within one month of suspension.
(ii) Pearl is in substantial or persistent breach of the clauses of this DPA; or
(iii) Pearl fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under this DPA.

In these cases, the Client shall inform the competent supervisory authority of the Data Protection Laws of such non-compliance.

12.5 Client Data that has been transferred prior to the termination of this DPA pursuant to 12.4 shall at the choice of the Client immediately be returned to the Client or deleted in its entirety. The same shall apply to any copies of the Client Data. Pearl shall certify the deletion of the data to Client. Until the Client Data is deleted or returned, Pearl shall continue to ensure compliance with the clauses of this DPA. In case of local laws applicable to Pearl that prohibit the return or deletion of the transferred Client Data, Pearl warrants that it will continue to ensure compliance with this DPA and will only process the Client Data to the extent and for as long as required under the Data Protection Laws.

12.6 Either Party may revoke its agreement to be bound by this DPA where the Data Protection Laws are changed to, or Supervising Authority adopts a decision, that prohibits the transfer of personal data to which this DPA apply.