

**CITY OF BROKEN ARROW - VIRTUA MEDICAL P.C.**  
**AMENDMENT No. 2 to MASTER SERVICES AGREEMENT and STATEMENT OF WORK NO. 1**

This Amendment No. 2 to the Statement of Work No. 1 (this "Amendment" or "Second Amendment" or "Amendment No. 2"), is entered into and effective as of February 1, 2026, by and between **Virta Medical P.C.**, a California Professional Corporation and its affiliates ("Virta" or the "Company"), and City of Broken Arrow, on behalf of itself and its affiliates, with offices at 220 South 1<sup>st</sup> Street, Broken Arrow, Oklahoma 74012, United States ("Customer" or "City of Broken Arrow"). *Customer and Virta shall each be referred to individually as a "Party" and collectively as the "Parties".*

**WHEREAS**, Customer and Virta entered into that certain Master Services Agreement ("Agreement", and as amended), effective January 1, 2023 and that certain Statement of Work No. 1 ("SOW No. 1", and as amended), effective January 1, 2023, pursuant to which Virta provides certain Services to Customer.

**WHEREAS**, the Parties now mutually desire to amend the Agreement and SOW No. 1 to update certain terms and conditions.

**NOW THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Authority.** Each Party represents and warrants that (i) it has all requisite corporate power and authority to enter, and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Amendment has been duly executed and delivered by such Party.
2. **Amendment.** The Agreement is hereby amended as follows:
  - a. Section 4.1, Invoices, is hereby deleted in its entirety and replaced with the following:

**4.1 Invoices.** As set forth in the SOW, Virta will either (i) invoice the Customer directly ("Invoice"), or (ii) file claims with the Customer's health plan administrator (the "Claims Administrator") directly (a "Claim"). Each Invoice will include any fees incurred since the prior Claim or Invoice was generated and in either case, payment is due within forty-five (45) days of the Invoice date or the Claim date.
3. **Conflict/Other Terms Unchanged.** In the event of a conflict between the terms of this Amendment or the Agreement and SOW No. 1, the terms of this Amendment shall control. Where new terms are added in this Amendment or terms are delineated as applicable to all services, those terms shall apply to the Agreement and SOW No. 1 also. Except as expressly amended or noted herein, all other terms and conditions as set forth in the Agreement and SOW No. 1 shall remain unchanged. The Agreement and SOW No. 1 as amended by this Amendment, shall remain and continue in full force and effect, and shall continue to be binding on the Parties hereto.

IN WITNESS WHEREOF, Virta and Customer have executed this Amendment as of the effective date above.

Agreed to and Accepted by:  
**VIRTA MEDICAL, P.C.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Agreed to and Accepted by:  
**CITY OF BROKEN ARROW**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_