claraprice

ClaraPrice, Inc.
7415 Southwest Parkway, Ste 500-221
Austin, TX 78735

CONFIDENTIAL

ClaraPrice, Inc.

MASTER SERVICE AGREEMENT

1. Agreement Overview

This Software as a Service Agreement (the "Agreement") is made effective as of the date below ("Effective Date") by and between ClaraPrice, Inc., a Delaware corporation with an address at 7415 Southwest Parkway, STE 500-221, Austin, Texas 78735 ("ClaraPrice") and Customer ("Customer") with an address ("Customer Address") defined below. ClaraPrice and Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS the "Customer" is:

Clinton Regional Hospital

WHEREAS the "Customer Address" is:

100 North 30th Street Clinton, OK 73601

WHEREAS ClaraPrice provides licensed services to the Customer; and

WHEREAS Customer wishes to license from ClaraPrice, and ClaraPrice wishes to license to Customer, its services and software solutions on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, as well as the promises, covenants, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows, intending to be legally bound thereby:

2. Hosted Service

Upon the Effective Date, the parties will act in good faith to ensure the prompt and efficient exchange of data necessary to assure product availability and full functionality as soon as is practicable. ClaraPrice will (a) collect customer data from a variety of sources (collectively, the "Customer Data") that may include, but is not limited to CDM files, 835 claim forms, payer-negotiated contracts, revenue and volume reports, and other facility data; and (b) analyze the Customer Data on an ongoing basis during the Subscription Term (as defined in Section 12) to create solutions and deliverables for the Customer.

3. Support

ClaraPrice will, as part of the Hosted Services and at no additional cost to Customer, provide Customer with ClaraPrice's standard email (support@claraprice.com) customer support services from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding Federal holidays. Such support services will be responsive to the Customer and maintain an identification system for the tracking of Customer issues with severity-specific solutions to Customer Hosted Service problems. Support service availability is superseded by a corresponding SLA.

4. Customer Data

Customer shall own all rights, title, and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of Customer Data. For purposes of this Agreement, Customer Data shall include the data input by the Customer, Authorized Users, or ClaraPrice on the Customer's behalf, for the purpose of creating the Website provided as part of the Hosted Services or facilitating the Customer's use of the Hosted Services.

5. Third-Party Services

The Customer acknowledges that the Hosted Services may include content created and provided by third parties. All Personal Data to which ClaraPrice has access under this Agreement, as between ClaraPrice and Customer, will remain the property of Customer. Customer hereby consents to the use, processing and/or disclosure of Personal Data only for the purposes described herein and to the extent, such use or processing is necessary for ClaraPrice to carry out its duties and responsibilities under this Agreement, any applicable Statement(s) of Work, or as required by law.

6. ClaraPrice's Obligations

ClaraPrice will (a) comply with all applicable laws and regulations with respect to its activities under this Agreement and (b) obtain and maintain all necessary licenses, insurance, consents, and permissions necessary for ClaraPrice, its contractors and agents to perform their obligations under this Agreement, including without limitation providing the Hosted Services to Customer. ClaraPrice undertakes that the Hosted Services will be performed in accordance with the documentation provided by ClaraPrice (the "Documentation") and with reasonable skill and care. This undertaking shall not apply to the extent of any non-conformance, which is caused by use of the Hosted Services contrary to ClaraPrice's instructions, or modification or alteration of the Hosted Services by any Party other than ClaraPrice or ClaraPrice's duly Authorized contractors or agents. If the Hosted Services do not conform with the foregoing undertaking, ClaraPrice will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly or provide customers with an alternative means of accomplishing the desired performance.

ClaraPrice agrees to notify Customer within 48 hours upon the discovery of any breach or suspected breach in its provision of the Hosted services as defined by this Agreement and Service Agreement, including any loss, or interruption of Hosted Service or unauthorized use, disclosure, acquisition of or access to any Customer Confidential Information (any such breach or suspected breach being referred to herein as a "hosting Services" or "Data Breach"). Such notice shall summarize in reasonable detail the effect on Customer, if known, of the service interruption and/or Data Breach and the corrective action taken or to be taken by ClaraPrice. ClaraPrice shall promptly take all appropriate and/or legally required corrective actions and shall cooperate fully with Customer in all reasonable and lawful efforts to resume services and prevent, mitigate, or rectify any Data Breach.

7. Customer's Obligation

Customer shall: (a) provide ClaraPrice access to its Customer Data as reasonably requested by ClaraPrice; (b) comply with all applicable laws and regulations with respect to its activities under this Agreement; (c) carry out all other Customer responsibilities

set out in this Agreement in a timely and efficient manner and, ClaraPrice may adjust any agreed timetable or delivery schedule as reasonably necessary in the event of any delays in Customer's provision of such assistance as agreed by the parties; (d) ensure that the Authorized Users' use the Hosted Services and the Documentation is in accordance with the terms and conditions of this Agreement and acknowledges that Customer shall be responsible for any Authorized User's breach of this Agreement; (e) grant ClaraPrice the right to reasonably use Customer's logo in marketing materials, provided that ClaraPrice first must obtain written approval from Customer after Customer has an opportunity to review the proposed use; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Hosted Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the Internet.

8. Representations and Warranties of the Parties

Each of the Parties represents and warrants to the other that: (i) each of the Parties are duly organized, validly existing and in good standing under the laws of the state of its incorporation; (ii) each of the Parties has all the requisite power, authority and capacity to enter into this Agreement and to perform the obligations required of it hereunder; (iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have each been duly and validly authorized by all necessary action; (iv) this Agreement constitutes a valid and legally binding agreement of each of the Parties, enforceable in accordance with its terms, and no offset, counterclaim or defense exists to the full performance by each of the Parties of this Agreement, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditor's rights and by general equity principles; (v) there is no material pending or, to the actual knowledge of each of the Parties, threatened claim, litigation, proceeding, arbitration, or investigation or controversy before any governmental agency to which a Party is a Party or by which it is bound, which if adversely determined may materially and adversely affect the ability of a Party to perform its respective obligations under this Agreement; (vi) each Party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the effective execution of the transactions contemplated hereby, and will continue to do so during the term of this Agreement; and (vii) ClaraPrice shall provide all Services hereunder in accordance with any and all documentation provided by ClaraPrice to Customer describing Services offered by ClaraPrice.

9. Proprietary Rights

The Customer acknowledges and agrees that ClaraPrice and/or its licensors own all intellectual property rights in the Hosted Services and the documentation. Except as expressly stated herein, this Agreement does not grant 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 in respect of the Hosted Services or the Documentation. ClaraPrice confirms that it has all the rights in relation to the Hosted Services and the documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. Confidentiality

Each Party may be given access to Confidential Information from the other Party to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the other Party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving Party by a third-party without restriction on disclosure; (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential information available to any third-party or use the other's Confidential information for any purpose other than the implementation of this Agreement. Each Party shall take all reasonable

steps to ensure that the other's Confidential information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Customer acknowledges that details of the Hosted Services, and the results of any performance tests of the Hosted Services, constitute ClaraPrice's Confidential Information. ClaraPrice acknowledges that Customer Data is the Confidential Information of Customer. The parties acknowledge and agree that any disclosure of by a party of its Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information to the other party.

11. Limitation of Liability

Customer assumes sole responsibility for results obtained from the use of the Hosted Services and the Documentation by Customer, and for conclusions drawn from such use. Except for the express warranties specified herein, the Services are provided "as is" and "as available", and ClaraPrice makes no warranties, either express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or data accuracy. Except for the express warranties specified herein, ClaraPrice does not warrant that the operation of the Services will be uninterrupted or error-free, or that all errors will be corrected. Other than instances of breaches of confidentiality, breaches of the parties' BAA, gross negligence, or willfully malicious conduct, neither Party will be liable to the other for any incidental, indirect, special, consequential (except for consequential damages arising from a Party's indemnification obligations hereunder) or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation, or liabilities to third parties arising from any source, even if a Party has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Other than instances of breaches of confidentiality, breaches of the parties' BAA, gross negligence, or willfully malicious conduct, the cumulative liability of each party for all claims arising from or relating to this Agreement, including, without limitation, any cause of action sounding in contract, tort, or strict liability, will not exceed the total amount of all license fees to be paid to ClaraPrice by Customer during a 12 month period under the Agreement. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

12. Term

Unless otherwise terminated, the term shall commence on the date of signature and extend for the period defined within "Term Length" in Section 22, "Fees and Payment". Upon completion of the Initial Subscription Term, this Agreement may be automatically renewed for successive periods (each a "Renewal Period"), unless either party exercises termination without cause in accordance with Section 13, or the customer advises ClaraPrice, in writing before 90 days prior to the end of the contract term, they do not wish to renew the Agreement for a following term.

13. Termination

Without prejudice to any other rights or remedies to which the parties may be entitled, either Party may terminate this Agreement without liability to the other if the other Party: (a) commits a material breach of any of the terms of this Agreement and fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach; (b) becomes insolvent or admits inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose with no permitted successor or assignee having assumed and given the other Party adequate written assurance of the continued full performance of this Agreement; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding the above, either Party may terminate this Agreement for no cause with 90 days' notice to the other Party

14. Effect of Termination

Upon termination of this Agreement for any reason: (a) Customer's access to the Hosted Services shall immediately terminate; (b) each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party; (c) ClaraPrice may destroy or otherwise dispose of any of Customer Data in its possession unless ClaraPrice receives, no later than thirty (30) days after the Effective Date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of Customer Data. ClaraPrice shall use reasonable commercial endeavors to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall also pay all reasonable expenses incurred by ClaraPrice in returning Customer Data; (d) Sections 9, 10, 11, 14, 17 and 19 shall survive termination of this Agreement; and (e) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. Force Majeure

Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such Party, which may include without limitation shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, pandemics (except for COVID-19), labor conditions, and earthquakes (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues, and such Party continues to use commercially reasonable efforts to resume performance.

Entire Agreement; Amendment

This Agreement constitutes the entire Agreement between the Parties about the subject matter hereof. This Agreement supersedes all prior negotiations, understandings, or agreements (oral or written) between the Parties relating to this subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. Waivers

The waiver by either Party of any breach or default by the other Party of any provision of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Texas, under TX jurisdiction.

18. Assignments

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party without the other's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other Party to any affiliate or to any successor to all or substantially all its business which concerns this Agreement (whether by the sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon and inure to the benefit of the successors, representatives, and permitted assigns of the Parties hereto.

19. Notice

Any notice or communication from one Party to the other shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, postage prepaid and return receipt requested, addressed to such other Party at the address specified in the first paragraph of this Agreement, or at such other address as such Party may from time to time designate in a notice to the other Party. All notices shall be in English and effective upon receipt. If to Customer, then to "Customer" and "Customer Address". If to ClaraPrice, then to: ClaraPrice, Inc., 7415 Southwest Parkway, Ste 500-221, Austin, Texas 78735

20. Severability

If any provision of this Agreement shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

21. Headings

Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be deemed part of or used to construe the meaning of this Agreement.

22. Fees and Payment

Overview

Customer shall pay to ClaraPrice the fees and terms set forth below. Customer shall provide to ClaraPrice, up-to-date and complete contact and billing details as requested. ClaraPrice shall invoice Customer: (a) on the Effective Date for any configuration fees, pilot fees, and/or the first installment of the subscription fee set forth below. Customer shall pay each invoice in a timely manner as set forth in the Fee Schedule below. If ClaraPrice has not received payment within the Invoice Net Terms after the invoice date, and without prejudice to any other rights and remedies of ClaraPrice, ClaraPrice may after a period of 30 days upon notice of payment delinquency, in which Customer my resolve any notified payment delinquencies in full, without liability to Customer, disable the Website and Hosted services entirely, disable the Customer's password, account and access to all or part of the Hosted Services and ClaraPrice shall be under no obligation to provide any or all of the Hosted Services while the invoice(s) concerned remain unpaid. ClaraPrice will re-enable Website and Customer access to all Hosted Services upon 1 business days of Customer's resolution of any outstanding payments.

Term Length

This contract serves as an agreement for ClaraPrice to deliver services and the Customer to pay for services for the term of at least 1 year and renew annually per the conditions defined in this agreement.

Fee Schedule

Start Date is the date of contract execution, and invoices will be billed monthly on the applicable day of the month. Payments are due within 15 days of issuance of invoice.

Modules and Pricing Breakdown

Organization Name	Item	Setup Fee	Monthly Fee
Clinton Regional Hospital	HPT	$4,500	$900

Additional Terms

Hospital is receiving the following discounts:

REH Discount – Applicable to facilities designated as Rural Emergency Hospital (REH).

Payment

Payment is due within the timeframe set forth under "Fee Schedule" above. Please remit payment by **ACH** to:

ClaraPrice, Inc.
P.O. Box 736115
Dallas, TX 75373-6115

ClaraPrice, Inc.
JP Morgan Chase Bank
Account Number: 719290592
Routing Number: 111000614

ClaraPrice Accounts Receivable Contact:
accounts.receivable@claraprice.com

Signatures

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE(S) SHOWN BELOW.

Customer

Signature

Printed Name
Barbara Miller

Title
C.F.O.

Date
06/26/26

Email Address
accountspayable@crhaok.com

ClaraPrice, Inc.

Signature

Printed Name
Jory Hatton

Title
CEO

Date
06/26/2026

Email Address
jory@claraprice.com

Customer Accounts Payable Personal Contact (Required)

Full Name
Laura Hostetler

Title
Accounts payable

Email Address
ap@crhaok.com

Phone Number
580-547-5128

Customer Accounts Payable Non-Personal Contact (Required)

Email Address
ap@crhaok.com

Phone Number
580-547-5128