

SERVICE AGREEMENT

SERVICE CONTRACT

This Service Contract ("Contract") is made and entered into as of January 15, 2023 ("Effective Date"), by and between:

ServiceTech Solutions

2500 Innovation Drive, Suite 400

San Jose, CA 95134

United States

("Service Provider")

and

InnoHealth Medical Centers

850 Boylston Street, Suite 2300

Boston, MA 02199

United States

("Client")

RECITALS

WHEREAS, Service Provider is a leading provider of technical services and facility management solutions, specializing in commercial and industrial facility maintenance, emergency repair services, smart building systems installation and maintenance, and technical equipment installation and servicing.

WHEREAS, Client operates modern medical facilities with urgent care and specialist offices, emphasizing compliance, patient-centric care, and high standards for cleanliness and safety.

WHEREAS, the parties wish to enter into this Contract to outline the terms and conditions under which Service Provider will provide services to Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Services" shall refer to the services outlined in Section 3 of this Contract, including but not limited to medical equipment installation, facility maintenance, and emergency repairs.

1.2 "Response Time" shall refer to the time taken by Service Provider to arrive at the Client's location after a service request is made.

1.3 "Performance Metrics" shall refer to the standards set forth in Section 4 of this Contract, including response time targets, resolution time targets, and customer satisfaction requirements.

1.4 "Compliance Requirements" shall refer to all applicable healthcare regulations, infection control protocols, and safety standards relevant to the services provided.

2. SCOPE OF SERVICES

2.1 Primary Services

Service Provider shall provide the following services to Client:

- Medical equipment installation
- Facility maintenance
- Emergency repairs

2.2 Service Locations

Services shall be provided at the following locations:

- 850 Boylston Street, Suite 2300, Boston, MA 02199
- 1 Capital Way, Providence, RI 02903
- 100 Asylum Street, Hartford, CT 06103

2.3 Resource Commitments

Service Provider shall allocate certified technicians and necessary equipment to fulfill the service requirements as specified in this Contract.

2.4 Exclusions

Services not explicitly mentioned in this Contract shall be considered excluded unless agreed upon in writing by both parties.

3. SERVICE LEVEL AGREEMENTS

3.1 Response Time Commitments

Service Provider shall respond to service requests within two (2) hours for critical systems and four (4) hours for non-critical systems.

3.2 Performance Metrics

Service Provider shall maintain the following performance metrics:

- Response Time Performance: 98%
- Resolution Time Performance: 96%
- Customer Satisfaction Target: 4.6/5

3.3 Reporting Requirements

Service Provider shall provide the following reports:

- Weekly status reports
- Monthly performance metrics
- Quarterly business reviews

3.4 Quality Assurance Standards

Service Provider shall adhere to all applicable quality assurance standards and protocols, including enhanced infection control measures.

3.5 Issue Resolution Procedures

In the event of service failures, Service Provider shall implement corrective actions and communicate resolutions to Client within a reasonable timeframe.

4. TERM AND TERMINATION

4.1 Contract Duration

This Contract shall commence on the Effective Date and shall continue for a period of three (3) years, subject to annual review.

4.2 Renewal Terms

This Contract may be renewed for additional one-year terms upon mutual written agreement of both parties.

4.3 Termination Conditions

Either party may terminate this Contract with a written notice of thirty (30) days if the other party fails to comply with the terms herein.

4.4 Transition Assistance

Upon termination, Service Provider shall provide reasonable assistance to Client to transition services to another provider.

5. PRICING AND PAYMENT TERMS

5.1 Fee Structure

The total contract value shall be \$750,000 per year, broken down as follows:

- Regular Services: \$600,000
- Emergency Services: \$112,500
- Special Projects: \$37,500

5.2 Payment Schedule

Payments shall be made within forty-five (45) days of receipt of an invoice.

5.3 Rate Adjustments

Service Provider may adjust rates annually based on the Consumer Price Index (CPI) or upon mutual agreement.

5.4 Late Payment Terms

Any late payments shall incur a fee of 1.5% per month on the outstanding balance.

6. PERSONNEL AND RESOURCES

6.1 Key Personnel Requirements

Service Provider shall assign qualified personnel to perform the services, ensuring they possess the necessary healthcare certifications.

6.2 Security Clearance Requirements

All personnel shall undergo background checks as required by Client's compliance protocols.

6.3 Subcontractor Usage

Service Provider may utilize subcontractors only with prior written approval from Client.

7. COMPLIANCE AND STANDARDS

7.1 Regulatory Requirements

Service Provider shall comply with all applicable healthcare regulations and standards.

7.2 Safety Standards

Service Provider shall adhere to all safety standards relevant to the services provided.

7.3 Environmental Compliance

Service Provider shall comply with all applicable environmental regulations.

7.4 Data Security Requirements

Service Provider shall implement appropriate measures to protect Client's data in accordance with applicable laws.

8. INSURANCE AND LIABILITY

8.1 Insurance Requirements

Service Provider shall maintain general liability insurance with a minimum coverage of \$2,000,000.

8.2 Liability Limitations

Service Provider's liability for any claims arising under this Contract shall be limited to the total fees paid by Client under this Contract.

8.3 Indemnification Terms

Service Provider agrees to indemnify and hold harmless Client from any claims arising from Service Provider's negligence or willful misconduct.

8.4 Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Contract due to circumstances beyond its reasonable control.

9. ADDITIONAL TERMS BASED ON CLIENT PROFILE

9.1 Service Disruption Protocols

Service Provider acknowledges Client's zero-tolerance for service disruptions and shall implement

protocols to minimize any potential disruptions.

9.2 Infection Control Protocols

Service Provider shall adhere to enhanced infection control protocols as required by Client.

9.3 Stakeholder Communication

Service Provider shall provide brief, scheduled updates to Dr. Rachel Thompson and detailed planning to Michael Chang as per their preferences.

10. COMMUNICATION AND REPORTING

10.1 Regular Meetings and Reviews

The parties shall hold quarterly business reviews, monthly compliance reports, and weekly operations meetings.

10.2 Reporting Schedule

Service Provider shall adhere to the reporting schedule outlined in Section 3.3.

10.3 Emergency Communication Procedures

In the event of an emergency, Service Provider shall notify Client immediately via the preferred communication channels.

10.4 Documentation Requirements

All service-related documentation shall be maintained and provided to Client upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Service Contract as of the Effective

Date.

SERVICE PROVIDER

ServiceTech Solutions

By: _____

Name: Sarah Chen

Title: CEO

Date: _____

CLIENT

InnoHealth Medical Centers

By: _____

Name: Dr. Rachel Thompson

Title: Chief Medical Officer

Date: _____

END OF CONTRACT