

TERMS AND CONDITIONS FOR SEACARE® PROVIDER PORTAL AGREEMENT

1.0 THESE TERMS AND CONDITIONS. These Terms and Conditions apply to the SeaCare® Provider Portal Agreement (the “**Agreement**”). All capitalized terms used, but not defined, in these Terms and Conditions shall have the meaning set forth in the Agreement.

2.0 CLIENT DATA.

2.1 Definition. Client Data means any information and related data which (i) a Client has provided through the SeaCare® Provider Portal and granted Provider the right to access and use; or (ii) Provider has updated and uploaded to the SeaCare® Provider Portal for the Client to access and use; in accordance with this Agreement or the Client-Provider Agreement.

2.2 TRITAN Use of Client Data. The Tritan-Client Agreement (and not this Agreement) governs TRITAN's rights and obligations with respect to Client Data provided by or on behalf of Client. Nothing in this Agreement will change or otherwise affect TRITAN's rights and obligations with respect to Client Data, regardless of how it is entered into the SeaCare® Health Platform. This Agreement governs TRITAN's rights and obligations with respect granting Provider access to the SeaCare® Provider Portal.

2.3 Provider Use of Client Data. The Client-Provider Agreement (and not this Agreement) governs Provider's rights and obligations with respect to Client Data. Provider acknowledges and agrees that Provider and Client are solely responsible for entering into, and Provider represents that they have entered into, a written Client-Provider Agreement and that TRITAN is neither a party to nor liable under the Client-Provider Agreement.

3.0 NON-CLIENT DATA. Provider agrees that as a result of its use of the SeaCare® Provider Portal as provided for in this Agreement, TRITAN will collect data and information related to Provider's use of the SeaCare® Provider Portal (“**TRITAN Provider Data**”). TRITAN shall be the exclusive owner of all TRITAN Provider Data. Provider acknowledges and agrees that, subject to all applicable privacy laws, TRITAN Provider Data may be used by TRITAN in any manner, for any purpose, including, but not limited to, compiling statistical and performance information related to the provision or operation of the SeaCare® Provider Portal.

4.0 GRANT OF ACCESS.

4.1 Grant to Provider. Subject to the terms and conditions of this Agreement, TRITAN hereby grants to Provider a limited right to use the SeaCare® Provider Portal for the sole purpose of accessing and using the Client Data for purposes designated by the applicable Client and the Client Provider Agreement.

4.2 Ownership of SeaCare® Provider Portal Software and SeaCare® Health Platform. Provider acknowledges and agrees that, as between the TRITAN and Provider, TRITAN owns and will retain ownership of all right, title, and interest, including intellectual property rights, in and to the SeaCare® Provider Portal Software and the SeaCare® Health Platform (collectively the “**Software**”). TRITAN reserves all rights to the Software not specifically granted pursuant to this Agreement

5.0 TRITAN RESTRICTIONS. Without the express written consent of TRITAN, Provider shall not:

- 5.1 assign, rent, lease, redistribute, sell, share, sublicense, grant the right to use, pledge, encumber or otherwise transfer the Software to any user, person or entity;
- 5.2 adapt, alter, modify, copy, decompile, disassemble, duplicate, reverse engineer, translate or otherwise create derivative works based on the Software;
- 5.3 remove or modify any proprietary markings, legends or restrictions included in or on the Software;
- 5.4 attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Platform, TRITAN or any Client;
- 5.5 access or use or attempt to access or use the Software from any U.S.-embargoed country, or provide access or the right to use the Software to any person or entity on the U.S. Treasury Department's

Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List;

- 5.6 use the Software in violation of any United States or other applicable international, national or local law, rule or regulation;
- 5.7 use the Software for any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or cause severe physical or environmental damage; or
- 5.8 use the Software to infringe or otherwise violate the rights of any other party or contribute to or encourage infringing or otherwise unlawful conduct.

6.0 CLIENT RESTRICTIONS. Without the prior approval of the applicable Client, Provider shall not use the Software to change, update or otherwise modify the Client Data. Client authorizes and sets the Provider access and user roles and responsibilities for Provider's access to the Platform. Provider may designate an internal administrator ("Administrator") for accessing and using the SeaCare® Provider Portal and the Provider may change the Administrator by providing written notice to TRITAN and Client.

7.0 SUPPORT.

7.1 Training. TRITAN will provide the Administrator with training material for training on use of the SeaCare® Provider Portal at the start of the Term. The Administrator will be responsible for training all other Provider personnel who use the SeaCare® Provider Portal.

7.2 Updates. From time to time, as applicable, TRITAN may, but is not obligated to, provide patches, fixes, subsequent versions, upgrades, support or other updates (collectively "Updates") for the SeaCare® Provider Portal.

7.3 General Support. All general user queries regarding Client Data, processes and access to the SeaCare® Provider Portal shall be directed to the Client who will provide general support to Provider ("**General Support**"). The General Support will be provided as agreed between the Client and the Provider.

7.4 Technical Support. TRITAN will provide Client with technical support as provided for in the TRITAN-Client Agreement ("**Technical Support**"). Any technical issues experienced with the SeaCare® Provider Portal shall be reported directly to the Client for routing to TRITAN. The Technical Support will be performed by phone and email and available during the hours of 9:00am-5:30pm EST.

7.5 Trouble Shooting. Solely for the purposes of trouble-shooting issues related to the use of the SeaCare® Provider Portal by Provider, Provider agrees to provide TRITAN with reasonable access to Provider's technical network when required.

8.0 PRICING AND PAYMENT.

8.1 Pricing Adjustment. TRITAN reserves the right to change the pricing for any future Effective Period (as defined below) upon providing written notice to Client at least thirty (30) days prior to the expiration of the then-current Effective Period.

8.2 Payment by Client. Provider shall be solely responsible for payment of the Service Fee. TRITAN recognizes the Client may at times pay the Service Fee on behalf of Provider, but Client payment of any given Service Fee shall not relieve Provider of any responsibility for Service Fees not paid by the Provider.

8.3 Payment. All Service Fees are deemed earned in full on the first day of the applicable Effective Period and are non-refundable. TRITAN may, but is not required to, provide an invoice for Service Fees. TRITAN's failure to provide an invoice for Service Fees does not relieve Provider of the obligation to timely pay any amounts due and owing to TRITAN for any Effective Period by the due date specified in the Agreement. All amounts due pursuant to this Agreement shall be payable by Provider to TRITAN without the right of setoff, deduction or demand.

8.4 Late Payments. All payments due to TRITAN pursuant to this Agreement which are not received by TRITAN within five (5) days of the applicable due date will be subject to a five percent (5%) late fee payment and interest at the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law. Provider shall pay for all collection costs (including reasonable attorneys' fees and costs) incurred by TRITAN with respect to any amounts past due pursuant to this Agreement.

8.5 Taxes. All prices are exclusive of sales, use, ad valorem, or similar taxes levied under applicable law upon ("**Taxes**"). Provider is solely responsible for payment of such Taxes (unless an applicable exemption applies), regardless if such Taxes are reflected on an invoice from TRITAN. TRITAN shall have the right, but not the obligation (unless otherwise required by applicable law), to collect such Taxes from Provider at any time during and following the Term.

9.0 TERMINATION

9.1 Termination

9.1.1 This Agreement will automatically terminate upon termination of either the TRITAN-Client Agreement or the Client-Provider Agreement.

9.1.2 Either party may terminate this Agreement at the end of an Effective Period by providing the other party at least thirty (30) days prior written notice of its intent not to renew.

9.1.3 Either party may terminate this Agreement upon a breach by the other party which, if curable, is not cured within thirty (30) days of receipt of notice of the breach from the terminating party.

9.1.4 TRITAN may terminate this Agreement immediately, without notice to Provider, if (a) Provider fails to pay TRITAN any amount more than fifteen (15) days past due; or (b) Provider uses the SeaCare® Provider Portal or the Client Data other than as provided for in this Agreement.

9.2 Upon Termination. Upon termination of this Agreement, Provider shall automatically and immediately (i) cease accessing or using the SeaCare® Provider Portal or attempting to access and use the SeaCare® Provider Portal; and (ii) pay TRITAN any and all amounts due an owning TRITAN through the date of termination. Upon termination of this Agreement, TRITAN may immediately disable Provider's access to the SeaCare® Provider Portal.

10.0 CONFIDENTIALITY

10.1 Definition. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations.

10.2 Confidentiality of Protected Information. Both Parties agree to protect the confidentiality of protected information to the extent consistent with applicable laws including, where applicable but not limited to, (i) the United States of America's Health Insurance Portability and Accountability Act ("HIPAA") codified at 45 C.F.R. parts 160 and 164, (ii) the European Union's General Data Protection Regulation ("GDPR") EU 2016/679, and all implementing regulations, all as amended from time to time, and (iii) the California Consumer Privacy Protection Act of 2018 ("CCPA").

10.3 Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without

restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third-party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.4 Use and Protection of Data. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party agrees:

- 10.4.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 10.4.2 except as may be permitted by this Agreement, not disclose or permit access to Confidential Information other than to its employees who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations with the Receiving Party that are at least as protective of the Confidential Information as the terms set forth in this Section;
- 10.4.3 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care;
- 10.4.4 promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and
- 10.4.5 ensure its employees' compliance with, and be responsible and liable for any of its employees' non-compliance with, the terms of this Section.

10.5 Non-Disclosure and Non-Use. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its employees.

10.6 Disclosure Required by Law. If the Receiving Party or any of its employees is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section 10 of these Terms and Conditions; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11.0 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, TRITAN HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY AND NON-INFRINGEMENT RELATED TO THE SEACARE® PROVIDER PORTAL OR PROVIDER'S RIGHT TO ACCESS CLIENT DATA THROUGH THE SEACARE® PROVIDER PORTAL. TRITAN PROVIDES THE SEACARE® PROVIDER PORTAL AND CLIENT DATA "AS IS" AND DOES NOT WARRANT THE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SEACARE® PROVIDER PORTAL OR THAT ANY SUCH INTERRUPTIONS OR ERRORS WILL BE CORRECTED. PROVIDER BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE USE OF THE SEACARE® PROVIDER PORTAL, AND CLIENT DATA. PROVIDER ACKNOWLEDGES THAT PROVIDER IS FULLY RESPONSIBLE TO INSTALL AND MAINTAIN APPROPRIATE SECURITY POLICIES, PROCEDURES, EQUIPMENT, SOFTWARE, SERVICES, UPDATES AND PATCHES RELATED TO PROVIDER'S ACCESS AND USE OF THE SEACARE® PROVIDER PORTAL AND CLIENT DATA. TRITAN IS NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS OR OTHER DAMAGE RESULTING FROM PROVIDER'S OR A THIRD PARTY'S SOFTWARE, HARDWARE, EQUIPMENT, NETWORK OR ACCESS TO THE INTERNET. PROVIDER ACKNOWLEDGES THAT TRITAN DOES NOT CONTROL AND DOES NOT WARRANT THE QUALITY, COMPLETENESS OR ACCURACY OF THE CLIENT DATA. TRITAN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, THAT RESULTS OR DATA GENERATED BY USE OF THE SEACARE® PROVIDER PORTAL OR CLIENT DATA WILL BE ERROR-FREE, ACCURATE, TIMELY OR COMPLETE. TRITAN DOES NOT WARRANT THAT THE SEACARE® PROVIDER PORTAL OR CLIENT DATA WILL MEET PROVIDER'S REQUIREMENTS. TRITAN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY A REPRESENTATIVE OF TRITAN WILL CREATE A WARRANTY, EXPAND A WARRANTY OR IN ANY WAY LIMIT THE DISCLAIMER OF WARRANTIES SET FORTH IN THIS AGREEMENT. Provider acknowledges and agrees that these disclaimers of warranties were specifically bargained for and are acceptable to Provider and that Provider's willingness to agree to these disclaimers of warranties is material to TRITAN's decision to enter into this Agreement. These disclaimers of warranties shall be enforceable to the maximum extent permitted by applicable law.

12.0 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PROVIDED BY LAW, TRITAN WILL NOT BE LIABLE TO PROVIDER OR ANY THIRD PARTY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER TRITAN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. PROVIDER ACKNOWLEDGES AND AGREES THAT TRITAN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SEACARE® PROVIDER PORTAL AND/OR CLIENT DATA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AN AMOUNT EQUAL TO THAT ACTUALLY PAID BY PROVIDER TO TRITAN FOR THE SEACARE® PROVIDER PORTAL FOR THE EFFECTIVE PERIOD IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, LESS ANY CREDITS RECEIVED BY CLIENT FROM TRITAN DURING THE SAME TIME PERIOD. Provider acknowledges and agrees that these limitations of liability were specifically bargained for and are acceptable to Provider and that Provider's willingness to agree to these limitations of liability are material to TRITAN's decision to enter into this Agreement. These limitations of liability shall be enforceable to the maximum extent permitted by applicable law.

13.0 GENERAL TERMS.

13.1 Entire Agreement. This Agreement, including the Business Associate agreement, if applicable, represents the entire agreement between TRITAN and Provider, and supersedes any prior or contemporaneous understandings or written or oral agreements between TRITAN and Provider, with respect to the subject matter

of this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both TRITAN and Provider.

13.2 Waiver. No waiver of a breach of any provision of this Agreement by either Party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining Agreement or any other provision of the Agreement.

13.4 Assignment. Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior, written consent of party. Notwithstanding the preceding sentence, TRITAN may freely assign this agreement (a) to any of its affiliates, or (b) in conjunction with the sale of all or substantially all of the assets or ownership of the business, including through a merger or change of control, provided written notice is given to Provider promptly after the closing of such transaction.

13.5 Binding. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TRITAN and Provider and their successors and permitted assigns. This Agreement shall not be construed to give any person other than TRITAN and Provider any legal or equitable right, remedy or claim under or with respect to this Agreement.

13.6 Independent Contractor Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent entity and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

13.7 Notice. All notices or communications permitted or required under this Agreement ("**Notice**") must be in writing. Notice to TRITAN should be addressed to: TRITAN Software Corporation; 7300 North Kendall Drive; Suite 700; Miami, Florida 33156; Attn: Cristina Wallis; Phone: 305-699-5000, Ext. 8110; Email: cwallis@tritansoft.com. Notices to Client should be addressed to the name and address set forth in the Agreement. Either Party may update its address by written notice in accordance with this provision. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission and a copy sent via First Class Mail on the same day). Notices are effective upon confirmation of receipt or refusal of delivery by the receiving Party.

13.8 Force Majeure. TRITAN will not be responsible for failure to perform as a result of a cause beyond its reasonable control ("**force majeure event**"), including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, hardware malfunctions caused by defects in software or otherwise, failure of Provider to allow TRITAN reasonable access to Provider's network for trouble shooting, acts of God, pandemics, epidemics and other similar occurrences. The obligations and rights of TRITAN will be extended on a day-to-day basis for the duration of the force majeure delay.

13.9 Injunctive Relief; Cumulative Remedies. Each party acknowledges and agrees that a violation or breach of any of the ownership or confidentiality provision of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or confidentiality provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

13.10 Prevailing Party Attorneys' Fees. The prevailing party in any legal or equitable proceeding shall be entitled to an award of their reasonable attorneys' fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred prior to any such legal or equitable proceeding, as well as at all levels of trial and appeal.

13.11 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida, United States, without giving effect to any choice or conflict of law provision or rule. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.12 Jurisdiction / Venue. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts or state courts, as appropriate, in each case located in the City of Miami, Florida, United States and County of Miami-Dade, Florida, United States. TRITAN and Provider each irrevocably submits to, and agrees not to challenge, the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.13 Survival. All provisions of this Agreement which by their terms are anticipated to survive the expiration or termination of this Agreement shall survive such termination or expiration until fully performed, including, but not limited to Sections 1.0, 3.0, 8.2, 8.3, 8.4, 9.2, 10.0, 11.0, 12.0, and 13.0.

13.14 No Inferences. TRITAN and Provider acknowledge and agree that this Agreement has been fully negotiated between them and their respective legal counsel. In the event of any ambiguities in this Agreement, no inferences shall be drawn against either TRITAN or Provider on the basis of authorship of this Agreement.

13.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument.

13.16 Electronic Signatures. TRITAN and Provider agree that any electronic versions of signatures, whether through electronic forms or the transmission of PDF versions of signatures by email or facsimile shall have the same force and effect as the original signatures.