



# SeaCare® Provider Portal Agreement

**Provider:**

**Effective Date:**

**Contact Name:**

**Order Number:**

**Address:**

**Phone Number:**

**Email Address:**

### Terms & Conditions

By executing this SeaCare® Provider Portal Agreement ("**Agreement**"), both Parties are entering into and agreeing to be bound by the terms and conditions for this Agreement, accessible at [www.tritansoft.com/ppa-termsandconditions](http://www.tritansoft.com/ppa-termsandconditions) ("**Terms and Conditions**"). The Terms and Conditions are incorporated into this Agreement and shall be binding on the Parties. All capitalized terms used, but not defined, in this Agreement, have the meaning set forth in the Terms and Conditions.

### Software & Services

Tritan Software International Ltd. ("**TRITAN**") provides and hosts a proprietary and secure software platform ("**SeaCare® Health Platform**") for clients in the maritime industry, pursuant to the terms of an agreement between TRITAN and each such client. Client has entered into such an agreement with TRITAN to use the SeaCare® Health Platform (the "**TRITAN-Client Agreement**"). Client also has engaged Provider, pursuant to a written agreement between Client and Provider ("**Client-Provider Agreement**"), to provide certain services to Client (the "**Provider Services**"). In order to facilitate the Provider Services, Client desires for TRITAN to allow Provider to access and use, through Client controlled consent, the Client Data hosted in the SeaCare® Health Platform in accordance with this Agreement. TRITAN will provide Provider with access to Client Data in the SeaCare® Health Platform via an authenticated, private application protocol interface and end-user software (collectively "**SeaCare® Provider Portal**"). All Support for the SeaCare® Provider Portal shall be provided as outlined within the Terms and Conditions.

### Term

The term of this Agreement commences on the Effective Date and continues for a trial term until December 31, 2020 ("**Trial Term**"), and thereafter, shall continue for an initial period of (1) year (3) years ("**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for successive (1) year periods (each, a "**Renewal Term**,"), unless this Agreement is terminated earlier pursuant to the Terms and Conditions. The Trial Term, the Initial Term and each Renewal Term are also each referred to as an "**Effective Period**" and collectively are referred to as the "**Term**".

### Pricing & Payments

For support of and access to the SeaCare® Provider Portal, Provider shall pay TRITAN a service fee ("**Service Fee**") as follows:

- Trial Term through December 31, 2020: ~~\$0.00~~
- Initial Term and Renewal Term(s): **\$1,200** Per Year- 3 Year Agreement  
**\$1,500** Per Year- 1 Year Agreement

The Service Fee shall be due and payable on January 1st of the year for which the Service Fee is being paid and subject to pricing adjustments in accordance with the Terms and Conditions.

### Acknowledgement

IN WITNESS WHEREOF, TRITAN and Provider have caused this Agreement to be duly authorized, executed and entered into as of the Effective Date. The individual signing on behalf of Provider understands and agrees that his or her electronic signature on this Agreement is valid, enforceable and admissible to the same extent as an original signature, and s/he represents that s/he is authorized to bind the Provider to this Agreement.

### Acknowledged and Accepted:

**[Provider]**

**Tritan Software International Ltd.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: