

Memorandum of Understanding

This Memorandum of Understanding (MOU), dated as of this 2nd day of December, 2020, is entered into between Milliman PRM Analytics ("PRM") and Milliman MedInsight Core and sets forth the mutual intentions of PRM and MI Core relating to the design, development, support of the MedInsight Data Science Portal.

RECITALS

- A. PRM has the knowledge, experience and capacity to perform the task of designing and developing a MedInsight data science portal; and
- B. MI Core has a client base, existing client data/data structures and the ability to sell their existing and future clients this additional product, the MedInsight Data Science Portal.

The terms and conditions that shall apply are described herein.

TERMS

1. PRM will be responsible for gathering business and technical requirements of the Data Science Portal.
2. PRM will develop and initial Minimum Viable Product (MVP) version of the product to be used by launch clients, used to refine the offering.
3. PRM will provide the engineering to develop the data science portal environment, which will initially be using Databricks.
4. PRM will identify and implement data features to be used for machine learning algorithms. These features may need to be implemented into the MedInsight data model and require MI Core engineering.
5. PRM will develop some initial machine learning models that can be run or modified and run by clients.
6. PRM will be responsible for the tooling for the Data Science Portal features. It will be responsible for ongoing maintenance. It may however work with MedInsight DevOps and SecOps to help with features.
7. PRM will be responsible for managing the cloud spend and revenue accounting for the clients. The initial assumption is that this service will be priced at cloud expenses plus a load. PRM will be expected to work with clients to help them manage this expense. Client pricing will be developed collaboratively between PRM and MI Sales.
8. PRM will work with MI Core to load MedInsight data into the cloud based Databricks environment. This data may include existing client data, new data lake subjects as well as benchmark data.

- 9.** PRM will be responsible for training and support of clients during the MVP. As the offering matures it may be decided to have others provide ongoing support and training.
- 10.** MI Core will be responsible for assisting in engineering needed to integrate existing MedInsight data and processes into the data science portal.
- 11.** MI Core will be responsible for sales and marketing for this new product.
- 12.** MI Core will be responsible the Microsoft Azure cloud and Databricks relationships and pricing.

Revenue and Cost Share

- Direct Azure expenses will be deducted from client revenue (and paid to MI Core), and then PRM will receive 100% of the remaining revenue generated by the MedInsight Data Science Portal.
- MI Core will be responsible for any cloud and Databricks expenses.
- PRM will be responsible for any royalties due to other Milliman offices (e.g. if we work out how other offices can contribute models and be compensated).
- PRM will be responsible for any commissions to be paid to salespeople or account management people.
- All development and support costs will be borne by PRM and MI Core respectively to accomplish their listed responsibilities above.

IN WITNESS WHEREOF, the Parties have executed this MOU as the data first written above.

PRM Analytics

By: *Sarah E Moore*
Name: Sarah E Moore
Title: Director, PRM Analytics

MedInsight

By: _____
Name: Rich Moyer
Title: Principal