

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this 6th day of June, 2021 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the Indianapolis Health Practice of Milliman, Inc. ("Indy Health") and sets forth the mutual intentions of PRM and Indy Health relating to content hosting and delivery through Milliman Access Portal ("MAP").

RECITALS

- A. PRM has developed an application, MAP, and desires to make the same available to the licensee for delivery of content to the licensee's client(s); and
- B. Indy Health has generated content for clients, and would like to deliver this content through a secure web portal.

The terms and conditions that shall apply are described herein.

TERMS

- 1. PRM will maintain relationships and license agreements with software vendors necessary to deploy and maintain MAP.
- 2. PRM will maintain the infrastructure necessary to deploy and maintain MAP.
- 3. PRM will be responsible for monitoring the system status of MAP and taking any necessary actions to ensure system stability and continuity of service.
- 4. PRM shall be responsible for ensuring MAP meets system availability requirements agreed upon with Indy Health and its clients, provided that PRM was involved in the negotiation of such requirements.
- 5. PRM shall retain all intellectual property created through the development of MAP but makes no claims to intellectual property within the content published via MAP by Indy Health or any other users.
- 6. PRM will provide user support during regular business hours at map.support@milliman.com. Client-specific support requests will be forwarded to the appropriate contacts for Indy Health. Regular business hours are Monday through Friday 9am – 4pm ET.
- 7. PRM will provide regular security and feature enhancements to MAP to maintain and improve the reliability and usability of the application.
- 8. PRM will provide training and documentation to Indy Health staff for the purpose of ensuring proper management of Indy Health clients, content, and users.
- 9. PRM will provide additional development assistance to Indy Health when necessary to ensure that content conforms to technical requirements for hosting in MAP. The billing rate for this service is \$200 per hour.

10. PRM will maintain records of all interactions with the application and content in order to provide a complete history of what was accessed, by whom, and when. This will be made available to Indy Heath upon request.
11. PRM will notify Indy Heath of any scheduled maintenance windows for MAP.
12. PRM shall comply with all Milliman policies and procedures for the processing and storing of client-sensitive information and within terms of client contracts, provided PRM was involved in negotiating those terms.
13. PRM shall be responsible for ensuring application development and IT infrastructure comply with relevant legal requirements.
 - a. This responsibility shall not extend to activities performed by Indy Heath employees, contractors, or representatives.
14. Indy Heath must include PRM in the completion of security questionnaires from clients of Indy Heath in regards to MAP. All time incurred by PRM staff in the process of completing questionnaires will be billed at a rate of \$250 per hour.
15. Indy Heath shall notify PRM of any known or suspected security incidents related to MAP. Security incidents are defined in the Milliman Information Security Policy and Acceptable Use Agreement.
16. Indy Heath must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.
17. Indy Heath shall designate at least one person who shall have responsibility to create and administer end user accounts for Indy Heath's hosted content.
18. Indy Heath shall designate at least one person who shall have the responsibility to regularly review the content and users related to Indy Heath via the Client Access Review functionality in MAP.
 - a. Starting two weeks prior to the Client Access Review due date, PRM will give daily notifications via email and in MAP of which clients need reviewed.
 - b. If a client's review is not completed by the due date, access to the client's content will be suspended by MAP.
19. Indy Heath accepts responsibility for the system privileges granted to users by Indy Heath's administrative users.
20. Indy Heath shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.
21. Indy Heath shall designate at least one person to perform publishing of its content with MAP and to receive training to do the same. This person, or persons, shall be responsible for confirming the accuracy and appropriateness of content that is published on behalf of Indy Heath and will be required to attest to this at time of publication.
22. Indy Heath will be invoiced quarterly based on the pricing structure available on the MAP Support site (<http://mapsales.milliman.com/#pricing>). Annual price adjustments for the following year will be posted by October 31st and go into full effect on the following January 1st. As new content types are made available through future feature enhancements, these prices will be made available on the MAP Support site. Publishing

content to MAP for any content type will be viewed as an implicit agreement to the published rates, and will be billed as such.

RECITALS AS RELATED TO INTERNAL QLIKVIEW SERVER

Twenty-five additional User Client Access Licenses ("CALs") were purchased for use on the internal Qlikview server hosted in the Indianapolis Data Center ("Indy-Qlikview"). The usage and maintenance of Indy-Qlikview is formally considered part of the Milliman Access Portal offering for Indy Health.


The terms and conditions that shall apply are described herein.

TERMS


1. Qlik charged PRM \$30,000 up-front costs for the new licenses. PRM invoiced Indy Health a one-time \$20,000 amount in April 2019. PRM was responsible for the remaining \$10,000.
2. PRM will continue to cover all renewal fees from Qlik for all Indy-Qlikview licenses going forward (for these new 25 licenses and all existing licenses).
3. Indy Health users of Indy-Qlikview will now be charged under the standard MAP pricing for Milliman users. Pricing can be found on the MAP Support site (<http://mapsales.milliman.com/#pricing>). An Indy Health user that accesses both Indy-Qlikview and MAP will only count as a single user (i.e. they will not incur double the costs).
4. PRM will continue to maintain Indy-Qlikview. Indy Health will be closely involved in any future plans to shift functionality away from the Indy-Qlikview service.

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

PRM Analytics

By: 
Name: Rich Moyer
Title: Principal & Chief Product Officer

Indianapolis Health Practice

By: 
Name: Robert M. Dangler
Title: Principal

