

## MEDINSIGHT TOOLS LICENSE AGREEMENT

THIS MEDINSIGHT TOOLS LICENSE AGREEMENT ("Agreement"), is made by and between Milliman Solutions LLC ("Milliman") and Pearl Health, Inc. ("Licensee") (each a "Party" and collectively the "Parties"). In consideration of the promises and agreements set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1** **Definitions** In addition to the terms defined above, the following terms shall have the following meanings whenever used in this Agreement with initial letters capitalized:

- (a) "Anniversary Date" shall mean the day exactly one (1) calendar year following the Effective Date, and each subsequent day that falls exactly one calendar year following the most recent prior Anniversary Date.
- (b) "Documentation" shall mean all written and electronic information generally made available by Milliman to its licensees relating to the access, use, operation or functionality of the Software, including technical or user manuals, installation guides, and any "read me" or "help" files.
- (c) "Effective Date" shall mean September 15, 2022.
- (d) "Internal Use" shall mean use of the Software by Licensee's employees and agents within the United States to classify, group and stamp claim service line detail for Licensee's own internal business purposes.
- (e) "Licensed Basis" shall mean the applicable usage metric for which Licensee is authorized to use the Software hereunder without additional cost, as set forth in each Schedule attached hereto. The Licensed Basis may be modified from time to time as set forth herein.
- (f) "Proprietary Information" means any knowledge or information concerning a party's business, including, without limitation, information concerning a party's products, technology, inventions, designs, discoveries, know-how, operations, procedures, customers, contracts, finances, or pricing disclosed or made accessible to the other party during the course of performance of a party's obligations pursuant to this Agreement. Proprietary Information shall include: (i) all information marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) the Software and all related items including, without limitation, its source code, object code, specifications, layouts, flow charts, algorithms, Documentation, and training materials; and (iii) this Agreement.
- (g) "Software" shall mean the object code versions of the software program(s) developed by or for Milliman and described in the applicable Schedule attached hereto, including any Upgrades to such Software released by Milliman during the Term. Additional Software may be licensed under this Agreement upon execution of mutually acceptable Schedules to this Agreement, which shall be deemed attached to and incorporated into this Agreement upon execution.
- (h) "Upgrade" shall mean any update, upgrade, modification, correction, or new release, including any coding release update, of the Software that is generally made available at no additional cost to Milliman's licensees under a current license agreement with Milliman.

- 2** **License**

- (a) **License Grant.** Milliman hereby grants to Licensee, during the Term and subject to the terms and conditions of this Agreement, a limited, non-exclusive, nontransferable (except as expressly set forth herein), enterprise-wide license (the "License") to copy, install and use the Software for its Internal Use.
- (b) **Scope of Use.** Licensee shall use the Software only for its own Internal Use and Licensee shall not use the Software for any purpose other than as expressly set forth herein. Licensee shall have the right to install and use one copy of the Software on each personal computer or network server owned or leased by Licensee.

Licensee shall not use, copy, alter, merge, adapt, modify, enhance, revise, maintain, rent, lease or sublicense the Software, or any copy thereof, in whole or in part, except as expressly provided in this Agreement. Licensee shall not: (i) reverse-engineer, decompile, disassemble or otherwise make any attempt to access the source code of the Software; (ii) except as expressly permitted by the terms of this Agreement, modify, or create derivative works based upon the Software, in whole or in part; or (iii) except as expressly permitted by the terms of this Agreement, copy all or any part of the Software. Except as expressly provided herein Licensee also shall not: ; (i) use the Software in any manner as part of the operation of a service bureau; or (ii) allow access to the Software by any third party.

- (c) **Retention Of Rights.** The Software is proprietary to Milliman. Milliman reserves all rights in the Software not expressly granted to Licensee under this Agreement. Licensee shall not challenge Milliman's ownership or rights in the Software, and shall not assist or cooperate with any third party in bringing such a challenge. Milliman reserves the right to modify or publish a revised version of the Software at any time without prior notice to Licensee. Licensee shall not remove, alter or cover any copyright notices or other proprietary rights notices placed or embedded by Milliman on or in the Software. Milliman shall own all enhancements or derivative works of the Software, whether created or developed by Milliman, Licensee, or any other party.
- (d) **Upgrades.** Milliman shall make available to Licensee all Upgrades during the Term of this Agreement at no additional cost.
- (e) **Security.** Licensee shall be responsible for maintaining the security and secrecy of any User ID(s) and password(s) issued to Licensee for purposes of accessing and using the Software. Licensee shall not take or permit any action which could disable or circumvent, or allow the disabling or circumventing of the security features of the Software, or otherwise misuse access to the Software in any manner. Licensee shall not disclose or permit the disclosure of its User ID(s) or password(s) to any third party and shall take commercially reasonable steps to ensure that no third party gains access to the Software through Licensee.
- (f) **Suspension.** If at any time Milliman reasonably believes Licensee is in material violation of this Agreement (including a failure to pay any license fees due after thirty (30) days' notice of such failure), or that Licensee's access to the Software is being misused by Licensee or any third party, Milliman may, in its sole discretion and without prejudice to its other rights, suspend Licensee's access to the Software.
- (g) **Proper Use of the Software.** The Software is not intended to be used as a basis to deny any medical claim, make a payment or treatment decision, or in connection with any clinical decision. In no event shall Licensee represent, state, or imply to any party that any payment or treatment decision is based on the Software, nor shall Licensee represent, state or imply to any party that Milliman, its affiliates or employees is in any way responsible or involved in any payment or treatment decision. Milliman shall not be liable to Licensee or any third party for any claims or damages arising out of any party's use of the Software in any manner for which they were not intended or inconsistent with the restrictions set forth herein. Licensee agrees to indemnify and hold Milliman, its affiliates and their employees, harmless from any third party claims resulting from or arising out of Licensee's use of the Software other than those claims for which Milliman is obligated to indemnify Licensee hereunder. Licensee shall be solely responsible for ensuring that Software is used only in accordance with this Agreement and consistent with their intended purpose.

### **3 Term and Termination**

- (a) **Term of Agreement.** This Agreement and the License shall be effective as of the Effective Date and continue for a period of one (1) year unless terminated earlier (the "Initial Term") and thereafter will automatically renew for successive one (1) year terms (each a "Renewal Term" and collectively, together with the Initial Term, the "Term") unless either party gives the other written notice of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then-current Term. The date of expiration or termination of this Agreement shall be referred to herein as the "Termination Date".
- (b) **Termination for Breach.** If either party breaches this Agreement, and does not cure such breach to the non-breaching party's reasonable satisfaction within thirty (30) days of receipt of notice of breach, the non-breaching party may terminate this Agreement without further notice. Notwithstanding the foregoing,

Milliman shall have the right to terminate this Agreement immediately upon notice to Licensee in the event that Licensee's breach materially impairs or infringes any of Milliman's intellectual property or other proprietary rights in the Software. This Agreement may not be terminated except as set forth in this Section 3.

- (c) **Actions on Termination.** Upon expiration, cancellation, or termination of this Agreement for any reason, any and all rights of Licensee in and to the Software shall immediately cease. Within ten (10) business days of the Termination Date, upon written request, Licensee shall deliver to Milliman all tangible copies of the Software, the Documentation, or any portion thereof, in the possession or under the control of Licensee, its employees or agents and shall delete all electronic copies of the Software and Documentation from Licensee's computers and data storage devices. Upon written request, Licensee shall provide Milliman written certification of its performance under this section within ten (10) days of the Termination Date. Upon expiration or termination of this Agreement, Licensee shall not be entitled to the return of any fees paid to Milliman hereunder; provided, however, that in the case where such termination was the result of Milliman's material breach of this Agreement which remained uncured thirty (30) days after notification by Licensee, Milliman shall reimburse Licensee any license fees paid for any period subsequent to the Termination Date. The following sections shall survive expiration, cancellation or termination of this Agreement for any reason: 1, 2(c), 2(e), 3(c), 5, 7, 8, and 9.

#### **4 License Fees and Payment**

- (a) **License Fee and Payment.** Licensee agrees to pay Milliman the fees as set forth in the applicable Schedule for such Software. Except as otherwise expressly set forth in this Agreement: (i) Milliman will invoice Licensee for amounts to be paid hereunder, and Licensee will pay the amounts described in each invoice within thirty (30) days of receipt of an invoice; (ii) Licensee shall not be entitled to the return or reimbursement of any fees paid to Milliman pursuant to this Agreement; (iii) All fees shall be paid to Milliman in United States dollars; and (iv) All fees and costs associated with delivery of payment, including, without limitation, wire transfer fees, are solely the responsibility of Licensee.
- (b) **Effect of Failure To Pay.** Any sums not paid when due hereunder and outstanding for more than thirty (30) days after notice of non-payment has been provided shall accrue interest at a rate of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is lesser, from the date first due. Licensee also shall be responsible for costs of collection, including reasonable attorneys' fees, for sums not paid when due. The non-payment when due of any license fee set forth on Schedule A shall constitute a material breach of this Agreement.
- (c) **Taxes.** In addition to the fees required to be paid hereunder, Licensee shall pay (or, at Milliman's election, reimburse Milliman) for all governmental taxes, assessments, fees, and duties in connection with the transactions contemplated by this Agreement (excluding taxes based on Milliman's net income, payroll, or its authority to do business within a given jurisdiction), unless Licensee provides Milliman in advance with an applicable and valid tax exemption certificate authorized by the applicable governmental authority. If Milliman receives any notice of deficiency with respect to any such taxes, Milliman will promptly deliver notice thereof to Licensee so that Licensee may have a reasonable opportunity to contest such taxes and any related interest and penalties.
- (d) **Consulting Services.** Initial implementation of the Software shall be performed for the fee set forth in the Schedule for such Software. If Licensee desires any additional services from Milliman at any time, such services shall be performed according to a Statement of Work to be agreed between the parties describing the scope of the work desired, the estimated cost and any additional terms unique to the project. Each such Statement of Work shall otherwise be governed by the terms of this Agreement. Services pursuant to a Statement of Work shall be performed at Milliman's then-prevailing rates, billed on an hourly time and materials basis and invoiced monthly. Such invoices shall be subject to the same terms as set forth in this Section 4.

#### **5 Proprietary Information**

- (a) Confidentiality. The parties acknowledge that the Proprietary Information of a party is the exclusive property of that party and is proprietary to and a valuable trade secret of such party. Each party will not disclose or permit the disclosure of any Proprietary Information of the other party except as required by law. Each party shall hold the other party's Proprietary Information in the strictest confidence for the benefit of the other, and shall use at least the same measures to maintain secrecy and confidentiality of the Proprietary Information as those applied to the party's own most secret and confidential information, but in any event not less than the measures a reasonable person would take with respect to its own trade secrets or highly confidential information.
- (b) Use of Proprietary Information. Neither party may use or permit the use of the other's Proprietary Information for any purpose other than the performance of the party's obligations under this Agreement or otherwise as expressly authorized in this Agreement.
- (c) Exclusions on Confidentiality. The confidentiality obligations set forth in this Section 5 shall not apply to information: (i) in the public domain at the time of initial disclosure; (ii) that is published or otherwise becomes generally available to the public after initial disclosure through no fault or action by a party; (iii) received by a party from a third party who had a lawful right to disclose such information to the party; or (iv) independently developed by a party without resort to Proprietary Information of the other party.
- (d) Disclosures Required by Law. If a party becomes legally compelled to make any disclosure that is otherwise prohibited under this Agreement, the party shall provide the other party with notice of the applicable legal proceeding so that the other party may seek an appropriate protective order or other relief or waive compliance with the provisions of this Agreement. Regardless of the other party's actions with regard to such relief, a party is permitted to disclose that portion, but only that portion, of the other party's Proprietary Information that such party is legally compelled to disclose, provided, however, that such party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Proprietary Information by any individual or entity to which any such Proprietary Information is so disclosed.

## **6 Warranties and Remedies**

- (a) Limited Warranties and Remedies.
    - (i) Milliman warrants that the magnetic or other medium in or on which the Software is delivered, if applicable, shall be free from defects in material and workmanship under normal use for a period of ninety (90) days from the effective date of this Agreement. In the event of any defect in the medium containing the Software, Milliman will replace the defective item upon request.
    - (ii) Milliman warrants that the Software will comply, and perform substantially in accordance, with its Documentation. In the event of any failure of the Software to comply with this warranty, Milliman will repair or replace the Software so as to bring it into compliance with the warranty.
  - (b) Disclaimer of Additional Warranties. MILLIMAN DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF LICENSEE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MILLIMAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE, INSTALLATION, OR THE RESULTS OF THE USE, OF THE SOFTWARE. THE EXPRESS WARRANTIES HEREIN ARE NOT APPLICABLE IN CASES OF ACCIDENT, MISUSE, MISAPPROPRIATION, ABUSE, IMPROPER STORAGE OR INSTALLATION, POWER SURGE, OR UNAUTHORIZED ATTEMPTED REPAIR OR MODIFICATION.
  - (c) Exclusive Remedies. The remedies described in this Section 6 are the sole obligations of Milliman and exclusive remedies of Licensee for any breach of the limited warranties set forth herein.
- ## **7 Limitation of Liability**
- UNDER NO CIRCUMSTANCES SHALL MILLIMAN BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL

OR CONSEQUENTIAL DAMAGES, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE INSTALLATION, USE, OR INABILITY TO USE, THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, DISRUPTION OF BUSINESS, LOSS OF PROFITS, OR ANY OTHER MATTER RELATING TO LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE), OR OTHERWISE RELATED IN ANY WAY TO THIS AGREEMENT OR THE SUBJECT THEREOF, WHETHER ARISING UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER THEORY, REGARDLESS WHETHER MILLIMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MILLIMAN'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY MILLIMAN FROM LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ANY CLAIM. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The Parties do not anticipate the exchange of any Protected Health Information, as that term is defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and its implementing regulations, between them hereunder. In the event that expectation changes for any reason, the Parties will work cooperatively to enter into an appropriate business associate subcontractor agreement.

## **8 Indemnification**

- (a) **Milliman Intellectual Property Indemnification.** Notwithstanding Section 7, Milliman shall indemnify and hold Licensee, its employees and directors harmless from any claim, expense, loss or damage, including reasonable attorneys' fees, incurred by Licensee which result from any claim by a third party that the Software infringes the third party's United States patent, trademark or copyright provided such alleged infringement does not result from either (i) Licensee's modification of the Software or (ii) Licensee's use of the Software in combination with any software, hardware or data not provided by or approved by Milliman.

If Licensee is enjoined from using the Software as a result of infringement entitling Licensee to indemnification under this section, Milliman shall promptly, at its option, either (i) modify the Software in a manner required to eliminate the infringement, (ii) procure, at Milliman's expense, from the holder of the appropriate right, a license for Licensee to continue to use the Software or (iii) terminate this Agreement and refund to Licensee any license fee paid by Licensee to Milliman pro-rated for the remainder of the Term.

- (b) **Licensee Indemnification.** Licensee shall indemnify and hold Milliman, its employees and directors harmless from any claim, expense, loss or damage, including reasonable attorney's fees, incurred by Milliman resulting from or related to any negligent breach of this Agreement by Licensee or any misuse of the Software. Licensee also agrees to indemnify and hold Milliman, its officers, directors, agents, and employees harmless from and against all loss, damages, liability, and Expense incurred by reason of any claims, actions, suits or governmental investigations or proceedings brought by any third party against or involving Milliman, its officers, directors, agents, and employees which relate to or arise out of Licensee's use of the Software on behalf of a third party or distribution of the Software to any third parties; provided, however, that Licensee shall not be required to indemnify Milliman, its officers, directors, agents, and employees for any damages determined by an arbitration panel to have resulted from Milliman's intentional fraud or willful misconduct or grossly negligent breach of this Agreement. For purposes of this paragraph, "Expense" shall include all legal expenses incurred by Milliman in the investigation, defense or settlement of any claim, action, suit or proceeding, and all other reasonable costs and expenses, including the services of Milliman based on normal hourly rates, together with its out-of-pocket expenses, incurred in the investigation, defense or settlement of same.

- (c) **Notification, Control and Assistance.** Notwithstanding the foregoing, neither party (the "Indemnifying Party") shall have any obligations under this section to the other party (the "Indemnified Party") unless: (i) the Indemnified Party promptly notifies the Indemnifying Party in writing of any suits, claims or demands against the Indemnified Party for which the Indemnifying Party is responsible, provided that, an Indemnified Party's failure to provide prompt notice to the Indemnifying Party shall not relieve the Indemnifying Party from any

liability under this Section 8 with respect to such claim unless the Indemnifying Party is materially prejudiced by such failure; (ii) the Indemnified Party gives the Indemnifying Party full opportunity and authority to assume the sole defense of and settle such suits; and (iii) the Indemnified Party furnishes to the Indemnifying Party upon request all information and assistance available to the Indemnified Party for defense against such suit, claim or demand.

## **9      General Terms**

- (a) **Export Controls.** The export of the Software may be subject to restrictions under United States and foreign laws. Licensee shall not export the Software, in whole or in part, to any country outside the United States, whether in tangible or electronic form, via access through some telecommunications method (such as through the Internet or via a dedicated dial-up line accessible from a country outside of the United States), or by disclosing the Software to a foreign national, without the written consent of Milliman and then only in compliance with all applicable United States and foreign laws and regulations.
- (b) **Injunctive Relief and Remedies.** Licensee acknowledges and agrees that monetary damages alone may be an inadequate remedy in the event of a breach by Licensee of its obligations under this Agreement and that, in such event, Milliman shall be entitled to seek injunctive relief to require Licensee to comply with its obligations hereunder. Any remedy of Milliman under this Agreement shall be cumulative and not exclusive of any other remedy available to Milliman under this Agreement, at law or in equity.
- (c) **Independent Contractor.** The parties acknowledge and agree that Milliman shall perform its obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create an employer/employee, agency or joint venture relationship between the parties or between individuals providing services on behalf of Milliman.
- (d) **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of Milliman, Licensee, and their respective representatives, heirs, successors and assigns. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to an affiliate or in connection with any change of name or corporate organization, merger, restructuring, consolidation, sale of all or substantially all of its assets, or any other similar transaction.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement. The remaining provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provisions as to make them valid and enforceable.
- (f) **Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of the party failing to require performance to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not constitute a waiver of any succeeding breach of the same or any other provision, or constitute a waiver of the provision itself.
- (g) **Entire Agreement.** This Agreement, inclusive of the schedules and addenda attached hereto, constitutes the entire understanding between the parties with reference to the subject matter hereof and no statements or agreements, oral or written made prior to the signing of this Agreement shall vary or modify the written terms hereof. No amendment or modification of this Agreement or waiver of any of the provisions hereof shall be valid unless made in writing and signed by the parties.
- (h) **Governing Law.** The interpretation, construction and enforcement of this Agreement shall be governed by the internal laws of the State of Washington without giving effect to any conflict of laws principles.
- (i) **Notice.** Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (registered or certified, return receipt requested), sent via facsimile, or sent via

overnight air courier guaranteeing next day delivery, to the recipient at the address or phone number listed below, or to such other recipient, address or phone number as the recipient shall have specified by prior written notice to the sending party. Except as otherwise provided, any notice under this Agreement shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, to Licensee at the address identified on Schedule A, or to Milliman at the following address:

If to Licensee	Pearl Health, Inc. 220 Fifth Avenue, 17th Floor New York, NY 10001 Attn: General Counsel With a copy by email to: notices@pearlhealth.com
If to Milliman:	Milliman Solutions LLC 1301 Fifth Avenue, Suite 3800 Seattle, Washington 98101

Notwithstanding the provisions of Section 9(g), above, either party may amend its notification information by notice to the other party in accordance with this Section 9(i).

- (j) Section Headings/Counterparts. The section headings used in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (k) Use of Name. Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to the other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that other party's prior written consent for each such use or release, which consent shall be given in that other party's sole discretion.
- (l) Dispute Resolution. All controversies or claims arising out of or relating to this Agreement shall be resolved in accordance with the provisions of this Section 9(k). First, the disputing party shall give the other party written notice of the controversy or claim in accordance with the notice provisions of this Agreement. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days from the delivery of such notice by negotiations between executives of the parties who have settlement authority. If the controversy or claim has not been resolved within the thirty (30) day period, then the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Seattle, Washington, before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. Notwithstanding the foregoing, in the event of any dispute related to any infringement or material impairment of Milliman's intellectual property rights or other proprietary rights in the Software, Milliman may choose, in its sole discretion, to pursue relief in any court of competent jurisdiction in lieu of pursuing arbitration under this section.

IN WITNESS WHEREOF, the Parties, intending to be bound, have caused this Agreement to be duly executed as of the Effective Date.

**Milliman Solutions LLC**

*Rich Moyer*

By \_\_\_\_\_

Print Name Rich Moyer

Title Principal

Date 08 / 30 / 2022

**Pearl Health, Inc.**

*MK*

By \_\_\_\_\_

Print Name Michael Kop

Title CEO

Date 08 / 31 / 2022

**SCHEDULE  
TO  
MEDINSIGHT TOOLS LICENSE AGREEMENT  
(MedInsight Conditions to Consider)**

This Schedule (“Schedule”) is entered into as of 9/15/2022 (“Schedule Date”) and pertains to and is hereby made a part of the MEDINSIGHT TOOLS LICENSE AGREEMENT (“Agreement”) between Milliman Solutions LLC (“Milliman”) and Pearl Health, Inc. (“Licensee”). All undefined capitalized terms used herein will have the meanings for such terms as set forth in the Agreement.

**1 SOFTWARE; FEES; LICENSE BASIS**

License	Fees
MedInsight Conditions to Consider Annual License for up to 40,000 aligned patients per year	\$38,000
Training and Setup	\$5,000
<b>Total First Year Cost Estimate</b>	<b>\$43,000</b>

- (a) License Fee and Payment. Upon execution of this Schedule, Licensee shall be obligated to pay Milliman license fees as specified below for the first year of the Initial Term on a monthly basis as invoiced by Milliman.
- (b) Fee for Increase of the Licensed Basis. Licensee shall notify Milliman in writing in the event of an increase in current enrollment under this Agreement beyond 40,000 members per year. At that point, Licensee may determine, in its discretion, whether to authorize current enrollment beyond 40,000 members per year. If Licensee provides such authorization, Milliman shall invoice Licensee for an additional payment incurred as a result of incremental current enrollment beyond 40,000 members per year at the rate of \$0.893 per member per year (pmpy). The additional payment will be invoiced annually at the end of each term. In the event the increase occurs between Anniversary Dates, such fees will be calculated on a pro-rata basis for the remainder of the then current year of the Term in which such increase occurred.

**2 GOVERNING TERMS**

As modified by this Schedule, Milliman and Licensee agree that the terms and conditions set forth in the Agreement shall remain in full force and effect and shall govern, control, and contain the entire understanding between Milliman and Licensee with respect to the subject matter of this Schedule, except as otherwise modified by the express written agreement between Milliman and Licensee. In the event that any terms of this Schedule are inconsistent with the terms of the Agreement, then the terms of this Schedule shall control as it applies to this Schedule. Licensee agrees that the preprinted or other terms of any Licensee purchase order shall not alter or amend any provision of this Schedule or any agreement between Milliman and Licensee, or otherwise control, unless Milliman and Licensee both specify in writing that such terms shall control.

IN WITNESS WHEREOF, the Parties, intending to be bound, have caused this Schedule to be duly executed as of the Schedule Date.

Milliman Solutions LLC

By Rich Moyer

Print Name Rich Moyer

Title Principal

Date 08 / 30 / 2022

Pearl Health, Inc.

By MK

Print Name Michael Kop

Title CEO

Date 08 / 31 / 2022

## PRODUCT INFORMATION

### MedInsight Conditions to Consider:

Conditions to Consider is a new product from the Milliman MedInsight® suite of machine learning analytics. It identifies and leverages similarities between patients within a population to ensure appropriate credit for patient morbidity in risk-based contracts, and it assists in medical case finding initiatives. Similarity is defined based on a patient's demographic information, medical conditions, and prescription histories. It uses collaborative filtering analytics, a common approach among online retailers that leverages elements such as purchase history to identify similar shoppers.

### Collaborative Filtering

Conditions to Consider leverages the power of collaborative filtering, a common approach among retailers such as Amazon® and streaming content providers such as Netflix®. It focuses on identifying which users within a group are similar to each other. Understanding similarities between users can help identify products or services that a user may find helpful, based on the behavior of similar users.

Conditions to Consider					
Condition ID	Condition Description	Chronic	Probability	Risk Score Contribution	
hcc100	HCC100 - Ischemic or Unspecified Stroke	Y	86%	0.40	
Primary Reasons to Consider					
Reason Description	Contribution	Latest Claim Info			
CCS113 - Late effects of cerebrovascular disease		2017-11-06			
HCC100 - Ischemic or Unspecified Stroke		2016-05-17			
CCS109 - Acute cerebrovascular disease		2016-05-17			
HCC103 - Hemiplegia/Hemiparesis		2017-08-31			
HCC104 - Monoplegia, Other Paralytic Syndromes		2017-08-31			

Figure 1 - Identifying Conditions to Consider Based on Comorbidities

Conditions to Consider takes this approach and applies it to healthcare. Instead of using purchase or viewing history to identify similar customers, Conditions to Consider uses a patient's clinical, prescription, and demographic data to identify similar patients. Conditions to Consider offers an advantage over traditional methods of grouping patients based on their current conditions or prescription history alone. By blending multiple data sources to create a complete profile then determining similarities based on that profile, Conditions to Consider can find otherwise hidden connections. These similarities can then be leveraged in applications ranging from medical record completeness to the identification of coherent cohorts for interventions.

### Risk score accuracy

Complete medical records are important for accurate administration of risk-based contracts and physician performance evaluation. Conditions to Consider helps ensure that providers receive appropriate credit for the morbidity burden of their attributed patients. As a baseline, chronic conditions that were only coded in prior plan years are identified as potential gaps in the medical record.

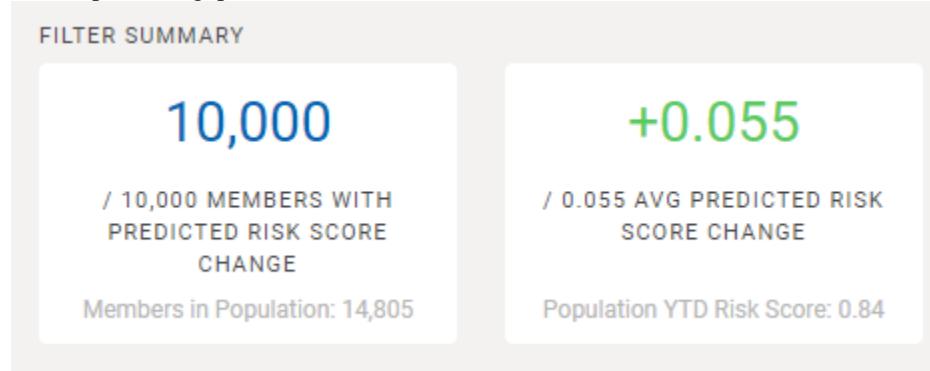


Figure 2 - Population Risk Score Opportunity

Conditions to Consider then goes further by identifying conditions that have not been coded on the patient of interest but have been coded on clinically and demographically similar patients. This extension helps capture cases where conditions may have been overlooked or miscoded resulting in an inaccurate medical record and risk score for the patient. Probabilities and reasons are provided for each condition to consider to allow users to easily identify the highest impact patients to evaluate for incomplete medical records.

### Case finding

Case finding is a strategy for targeting resources at individuals or groups who are suspected to be at risk for a particular disease. For many diseases, clinical data sources are the best indicators of risk, but clinical data sources are not always available at the population level. Conditions to Consider can be useful to loosely identify groups of patients at the early risk stages of various diseases based on demographics and common comorbidities.

Interventions that target early preventative measures can be developed and deployed. Users can dig further into pertinent patients' history as well as schedule further screenings as appropriate.

## KEY FACTORS/ASSUMPTIONS DRIVING PRICING

The pricing details on the following pages were prepared based on the following:

### Implementation Services (initial)

- Current enrollment up to 40,000 members per year
- Conditions to Consider will be delivered as an executable
- MedInsight will provide the initial technical and analytic user training upon delivery of the executable
- Training beyond the initial training will be scoped and priced separately

### Production Services

- General product and data support
- Access to software upgrades for both technical enhancements and product feature enhancements

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