Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this twentieth day of June, 2019 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the Seattle Health Practice of Milliman, Inc. ("Seattle Health") and sets forth the mutual intentions of PRM and Seattle 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. Seattle 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 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 Seattle Health. Regular business hours are Monday through Friday 9am – 4pm ET.

5. PRM will provide regular security and feature enhancements to MAP to maintain and improve the reliability and usability of the application.

6. PRM will provide training and documentation to Seattle Health staff for the purpose of ensuring proper management of Seattle Health clients, content, and users.

7. PRM will provide additional development assistance to Seattle 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.

8. 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 Seattle Health upon request.

9. PRM will notify Seattle Health of any scheduled maintenance windows for MAP.

10. Seattle Health must include PRM in the completion of security questionaires from clients of Seattle Health in regards to MAP. All time incurred by PRM staff in the process of completing questionaires will be billed at a rate of $250 per hour.

11. Seattle Health must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.

12. Seattle Health shall designate at least one person who shall have responsibility to create and administer end user accounts for Seattle Health's hosted content.

13. Seattle Health accepts responsibility for the system privileges granted to users by Seattle Health's administrative users.

14. Seattle Health shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.

15. Seattle Health 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 Seattle Health and will be required to attest to this at time of publication.

16. Seattle Health will be invoiced quarterly based on the pricing structure available on the MAP Support site (https://indy-github.milliman.com/pages/MAP/#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.

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

PRM Analytics   **Seattle Health Practice**

By: _____   By: _____

Name: __Rich Moyer__   Name: _Rob Bachler_____

Title: __Principal__   Title: __Principal & Consulting Actuary__