

MEDINSIGHT TOOLS LICENSE AGREEMENT

THIS MEDINSIGHT TOOLS LICENSE AGREEMENT ("Agreement"), is made by and between Milliman Solutions LLC ("Milliman") and DaVita Inc. on behalf of itself and its Affiliates ("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) "Affiliates" shall mean, in relation to either party, any entity controlling, controlled by, or under common control with such party, for only so long as such control exists. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of the entity, whether through the ownership of voting securities, by contract, or otherwise, or (ii) the ownership, of more than fifty percent (50%) of the voting securities or other ownership interest of an entity.
- (b) "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.
- (c) "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.
- (d) "Effective Date" shall mean June 1, 2021.
- (e) "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.
- (f) "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.
- (g) "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.
- (h) "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.
- (i) "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 on behalf of any third party; (ii) use the Software in any manner as part of the operation of a service bureau; or (iii) 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) **Reservation of Rights.** Notwithstanding the foregoing, Licensee's independent development, purchase, use, marketing or sale of products or services similar to or in competition with the Software or Licensee's receipt from third parties of information, know-how, processes, methods, technology, software, documentation, and other materials that are similar to Milliman's products, services or Proprietary Information shall not (a) be restricted by this Agreement, or (b) be considered a breach of any of Licensee's obligations under this Agreement (provided Licensee does not utilize Milliman's Proprietary Information in such independent development).
- (e) **Upgrades.** Milliman shall make available to Licensee all Upgrades during the Term of this Agreement at no additional cost.
- (f) **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.
- (g) **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.
- (h) **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 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"). Thereafter, the Agreement and License maybe renewed for successive one (1) year terms (each a "Renewal Term" and collectively, together with the Initial Term, the "Term") if both Parties give written notice of their intent to renew the Agreement at least sixty (60) 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, 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. 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 forty-five (45) 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. Milliman reserves the right to increase the annual license fee applicable in any Renewal Term by no more than three percent (3%) of the previous year's annual license fee.
- (b) **Effect of Failure To Pay.** Licensee shall be responsible for any and all costs of collection, including actual attorneys' fees, for any sums not paid when first 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.** If required, 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.
- (e) **Equitable Relief.** The parties acknowledge that the Proprietary Information is unique and valuable and that any breach or threatened breach of this Agreement will result in irreparable injury to the disclosing party, for which monetary damages alone would not be an adequate remedy. Each party therefore agrees that, in addition to any other legal or equitable remedies available, the disclosing party shall be entitled to specific performance and an injunction or other equitable relief as a remedy for any threatened or actual breach of this Agreement. Each party waives any requirement for the securing or posting of any bond in connection with such remedy.

6 Warranties and Remedies

- (a) **General Representations and Warranties.** Milliman represents and warrants that: (i) entering into and fully performing its obligations under this Agreement does not and will not violate any of its existing agreements or obligations; (ii) it has obtained all necessary releases, consents, rights, licenses, representations, warranties and assignments necessary to provide the License to the Software; (iii) all information Milliman provides to Licensee pursuant to this Agreement will be correct and accurate; and (iv) Licensee (including all personnel) is and will at all times during the Term be in compliance with all applicable Laws.

- (b) Warranty of Non-Exclusion; Conflicts; Remuneration.
- i) **Warranty of Non-Exclusion.** Milliman represents that neither it nor any of its Affiliates or personnel (a) is currently named, or excluded, on, or from, any of the following lists: (i) HHS/OIG List of Excluded Individuals/Entities; (ii) The GSA's System for Award Management, which was formerly known as the GSA List of Parties Excluded from Federal Programs; and (iii) OFAC "SDN and Blocked Individuals"; (b) is currently under investigation or otherwise aware of any circumstances which would result in Milliman being excluded from participation in any Federal health care program, as defined under 42 U.S.C. §1320a-7b(f); (c) has ever been either assessed civil monetary penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, 42 U.S.C. § 1320a-7(b)(1)-(3) or excluded from the Medicare program or any state health care program; or (d) is subject to an action or investigation that could lead to the assessment of civil monetary penalties or exclusion from the Medicare program or any state health care program. Milliman shall notify Licensee, immediately, if an action or investigation arises that could result in or the exclusion of it or any of its Affiliates or personnel from the Medicare program, any state health care program or would otherwise result in it, its Affiliates or Personnel being excluded as set forth in this Section.
 - ii) **Remuneration.** Milliman warrants and represents that Milliman has not, is not obligated to, and will not (1) make any payment or provide any remuneration or items of intrinsic value to any third party or to Licensee or its Affiliates, officers, directors or employees in return for Licensee entering into this Agreement or for any business transacted under this Agreement; or (2) accept gratuities which would influence its impartiality, create a conflict of interest, or create the appearance of a bribe or impropriety relative to the purchases made pursuant to this Agreement.
 - iii) **Conflicts.** Milliman represents and warrants that there are no current or potential conflicts of interest between employees and representatives of Milliman licensing the Software and Licensee or any Licensee Affiliates or their employees, representatives or independent contractors (including physicians) possibly involved in the purchasing decision process.
- (c) 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 delivery. 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 within a reasonable time frame so as to bring it into compliance with the warranty.
- (d) 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.
- (e) Exclusive Remedies. The remedies described in Section 6(c) are the sole obligations of Milliman and exclusive remedies of Licensee for any breach of the limited warranties set forth herein.

7 **Support**

- (a) **Implementation Support.** If required, Milliman will provide support during implementation in providing Licensee with software executable files, ensuring clarity of documentation, and troubleshooting runtime errors.

(b) **General Support.** Milliman will establish and implement procedures for detecting and correcting defects, errors or bugs that interfere with, disrupt or damage the operation or functionality of the Software that negatively affect the operation or functionality of the Software. Milliman will provide general support for all functionality impairments within one (1) business day of Company's request for support.

(c) Additional Support. If required by Licensee, Licensee may elect to utilize Milliman's support team for additional support at an additional fee, to be set forth in a separate Order.

8 Limitation of Liability EXCEPT FOR THE EXCLUDED CLAIMS, 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. EXCEPT FOR THE EXCLUDED CLAIMS, 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 FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO, AFFECT OR LIMIT THE FOLLOWING "EXCLUDED CLAIMS:" (A) EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (C) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9 Indemnification

(a) **Milliman Intellectual Property Indemnification.** 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 third party claim, expense, loss or damage, including reasonable attorney's fees, incurred by Milliman resulting from or related to any breach of this Agreement by Licensee or any misuse of the Software.

(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 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.

10 Insurance

- (a) Coverage and Limits. During the Term, Milliman will maintain, at its own expense, insurance coverage from an insurance Licensee authorized to do business in the state where Milliman is headquartered and having a general policyholder's rating of not less than "A-" and a financial rating of not less than "VII" as listed in the most current AM Best Insurance Reports, as follows: (i) Commercial general liability insurance including a blanket waiver of subrogation, and covering bodily injury, death, property damage, personal injury, broad form property damage and contractual liability with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (ii) Workers compensation insurance as required by the law(s) of the state(s) in which the Agreement is to be performed, including a waiver of subrogation in favor of Licensee, and covering employer's liability with a limit not less than one million dollars (\$1,000,000); and (iii) Umbrella liability excess of commercial general liability and employer's liability with a limit not less than five million dollars (\$5,000,000) per occurrence and in the aggregate.
- (b) Additional Terms. If Milliman procures the insurance coverage required by this Section 10 on a "claims made" policy form basis, Milliman must secure a reporting endorsement ("tail" coverage) to cover, following expiration or earlier termination of this Agreement for any reason, any liabilities, claims, acts or omissions that may have occurred during the Term. The foregoing commercial general liability and umbrella liability coverage and limits will be primary to any insurance coverages maintained by Licensee, which will be excess and non-contributory, with regards to liabilities caused by Milliman. The foregoing commercial general liability and umbrella liability policies shall (a) contain a severability of interests clause, and (b) name Licensee as an additional insured. The foregoing policies shall include at least thirty (30) calendar days' written notice to Licensee of the cancellation thereof. Upon Licensee's written request, no more than once annually, Milliman must furnish to Licensee's Global Sourcing Services Department a signed original certificate of insurance evidencing the required insurance coverages. Milliman will ensure that any subcontractors performing work under the Agreement procure and maintain insurance that complies with the terms of this Section. Any limits on Milliman's insurance coverage shall not be construed to create a limit on its liability with respect to any of Milliman's obligations under this Agreement.

11 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 would 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 obtain 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, Milliman 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 Delaware 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), or sent via overnight air courier guaranteeing next day delivery, to the recipient at the address listed below, or to such other recipient, address 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

DaVita Inc.
2000 16th Street
Denver, Colorado 80202
Attn: Group Vice President

With a copy to:

DaVita Inc.
2000 16th Street
Denver, Colorado 80202
Attn: Legal Department, Commercial Contracting

If to Milliman:

Milliman Solutions LLC
1301 Fifth Avenue, Suite 3800
Seattle, Washington 98101

Notwithstanding the provisions of Section 11(g), above, either party may amend its notification information by notice to the other party in accordance with this Section 11(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 such party's prior written consent for each such use or release, which consent shall be given in such 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 11(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 federal bench trial in the federal court sitting in Denver, Colorado. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN DENVER, COLORADO IN ANY ACTION TO ENFORCE, INTERPRET, OR CONSTRUE ANY PROVISION OF THIS AGREEMENT; (B) WAIVES ANY DEFENSE OF IMPROPER VENUE OR FORUM NON CONVENIENS TO ANY SUCH ACTION BROUGHT IN THOSE COURTS; AND (C) AGREES THAT, ANY ACTION TO ENFORCE, INTERPRET, OR CONSTRUE ANY PROVISION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN ONE OF SUCH COURTS AND NOT IN ANY OTHER COURT. This clause shall not preclude the Parties from seeking injunctive relief in a court of competent jurisdiction.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ORDER SUBMITTED HEREUNDER, OR THE TRANSACTIONS OR EVENTS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY. EACH PARTY AGREES THAT ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH PARTY FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LEGAL PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LEGAL PROCEEDINGS IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

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

DocuSigned by:
By rich moyer
Print Name: rich moyer
Title: Principal
Date: 6/4/2021

DaVita Inc.

DocuSigned by:
By Alan Cutlop
Print Name: Alan Cutlop
Title: CIO
Date: 6/15/2021

DS
MN
CW

Approved as to Form:

DocuSigned by:
Molly Snyder
ADA4354C64B9479...
Corporate Counsel

**SCHEDULE
TO
MEDINSIGHT TOOLS LICENSE AGREEMENT
(MedInsight CMS-HCC Grouper)**

This Schedule (“Schedule”) is entered into as of 06/01/2021 (“Schedule Date”) and pertains to and is hereby made a part of the MEDINSIGHT TOOLS LICENSE AGREEMENT (“Agreement”) between Milliman Solutions LLC (“Milliman”) and DaVita 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 CMS-HCC Grouper Annual License	\$60,000
Implementation Fee	\$7,500
Total First Year Cost Estimate	\$67,500

- (a) **License Fee and Payment.** Upon execution of this Schedule, Licensee shall be obligated to pay Milliman license fees as specified above for the Initial Term. For any Renewal Term, Licensee agrees to pay Milliman subsequent annual license fees in advance of each year of the Term (not to exceed one hundred and three percent (103%) of the license fees applicable during the previous year).
- (b) **Subsequent Implementation Fees.** In the case of a different delivery mechanism being requested in the future, there may be an additional implementation fee for billed hours to build the solution. These fees will not exceed \$20,000.

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

DocuSigned by:

By Rich Moyer
Print Name: Rich Moyer
Title: Principal
Date: 6/4/2021

DaVita Inc.

DocuSigned by:

By Alan Cullop
Print Name: Alan Cullop
Title: CIO
Date: 6/15/2021

Approved as to Form:

DocuSigned by:

Molly Snyder
ADA4354C64B9479...
Corporate Counsel

DS
MN

DS
CN

Certificate Of Completion

Envelope Id: C8C1D51882C14B7F8CA4421EE13CA7FD

Status: Completed

Subject: Please DocuSign: DaVita Inc._MedInsight Tools License Agreement (Final 060321).docx

fcorgid: 00D300000002spEAA

Source Envelope:

Document Pages: 10

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 4

Kimberly Luna

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

2000 16th Street

Denver, CO 80202

Kimberly.Luna1@davita.com

IP Address: 13.110.6.8

Record Tracking

Status: Original

Holder: Kimberly Luna

Location: DocuSign

6/4/2021 3:30:47 PM

Kimberly.Luna1@davita.com

Signer Events**Signature****Timestamp**

rich moyer



Sent: 6/4/2021 3:35:34 PM

Rich.Moyer@Milliman.com

Viewed: 6/4/2021 3:41:24 PM

Principal

Signed: 6/4/2021 3:42:32 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 165.225.50.169**Electronic Record and Signature Disclosure:**

Accepted: 6/4/2021 3:41:24 PM

Sent: 6/4/2021 3:42:35 PM

ID: 61a2573a-c0a2-4825-b48f-86ecd9c898ee

Molly Snyder



Viewed: 6/4/2021 5:20:20 PM

Molly.Snyder@davita.com

Signed: 6/7/2021 7:31:12 AM

Corporate Counsel

Signature Adoption: Pre-selected Style
Using IP Address: 128.138.65.77
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 6/7/2021 7:30:54 AM

Sent: 6/7/2021 7:31:15 AM

ID: 96d19990-1b1e-43a2-8bf1-81a104e41fc

Nathan Whiteside



Viewed: 6/7/2021 7:31:51 AM

Nathan.Whiteside@davita.com

Signed: 6/15/2021 8:08:59 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 73.34.202.187
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 6/15/2021 8:08:33 AM

Sent: 6/15/2021 8:09:01 AM

ID: 8a7a3433-9745-45ae-9243-e955573a0f6f4

Carl Wilson



Viewed: 6/15/2021 9:16:12 AM

Carl.E.Wilson@davita.com

Signed: 6/15/2021 9:16:27 AM

Sr Director IT Finance

Signature Adoption: Pre-selected Style
Using IP Address: 107.77.196.219
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 4/12/2019 8:14:08 AM

Sent: 6/15/2021 9:16:30 AM

ID: c9e402f0-f7a7-4960-b2e4-8d1b8d920fa6

DaVita

Signer Events	Signature	Timestamp
Alan Cullop Alan.Cullop@davita.com CIO DaVita Security Level: Email, Account Authentication (None)	 5099102DBA2D440... Signature Adoption: Pre-selected Style Using IP Address: 97.118.59.218	Sent: 6/15/2021 9:16:29 AM Viewed: 6/15/2021 9:50:01 AM Signed: 6/15/2021 9:50:32 AM
Electronic Record and Signature Disclosure:		
Accepted: 4/12/2019 9:01:51 AM ID: 27964383-d609-4e47-95b2-79f3862b918f		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Anthony Hemming anthony.hemming@davita.com Director, Healthcare Economics Security Level: Email, Account Authentication (None)		Sent: 6/4/2021 3:35:34 PM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
JLD IT Contracts JLDITContracts@davita.com Rob Simmons Security Level: Email, Account Authentication (None)		Sent: 6/4/2021 3:35:34 PM Viewed: 6/10/2021 11:45:42 AM
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Not Offered via DocuSign		
Elevate services sls.davita1@elevateservices.com Security Level: Email, Account Authentication (None)		Sent: 6/15/2021 9:50:34 AM
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Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/4/2021 3:35:34 PM 6/15/2021 9:50:01 AM 6/15/2021 9:50:32 AM 6/15/2021 9:50:34 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anjal.gibson@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at anjal.gibson@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to anjal.gibson@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to anjal.gibson@davita.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000® or WindowsXP®
Browsers (for SENDERs):	Internet Explorer 6.0® or above
Browsers (for SIGNERS):	Internet Explorer 6.0®, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Ã² Allow per session cookies Ã² Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.