

MILLIMAN, INC.
PRM ANALYTICS SOFTWARE LICENSE AGREEMENT
(Short-Term Evaluation Use Only)

This PRM Analytics Software License Agreement ("Agreement") is entered into and made effective as of October 29, 2015 between Milliman, Inc. a Washington corporation ("Milliman") and Accountable Care Options, LLC, a Florida corporation ("Customer"). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 LICENSE

- 1.1 License Grant. Subject to the terms of this Agreement, Milliman hereby grants to Customer a non-exclusive, non-transferable license to access and use PRM Analytics, including but not limited to, all software, hardware and other technology used or made available by Milliman in connection with PRM Analytics ("Software"), solely for the internal use and evaluation of the Software during the term of this Agreement by no more than the number of authorized users specified in the attached Exhibit A. The Software is web-based and will be hosted and managed by Milliman. Access to the Software shall be provided to Customer solely over the internet.
- 1.2 License Limitations. Except as expressly set forth in this Agreement, Customer shall not directly or indirectly do any of the following: (i) sublicense any rights granted under this Agreement; (ii) use the Software for any purpose other than as expressly set forth in this Agreement; (iii) permit any third party to use or have access to the Software without the prior written approval of Milliman and without adequate intellectual property right notices and agreements which preserve Milliman's rights in such items and all associated intellectual property rights; (iv) modify or prepare derivative works of the Software; (v) reverse engineer, decompile, disassemble, or otherwise create, or attempt to create, or assist others to create, the Software or any product functionality equivalent to the Software; or (vi) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on the Software. The Software is and shall remain the sole and exclusive property of Milliman and its third party suppliers, whether the Software is separate or combined with any other products or services.
- 1.3 Customer Data. Customer hereby authorizes Milliman to use data specifically pertaining to Customer and/or its employees, agents and customers that Milliman may obtain in the course of performing the services under this Agreement (the "Customer Data"). Customer warrants and covenants that, throughout the term of this Agreement, (i) Customer has the right to authorize Milliman's use of the Customer Data as set forth in this Agreement; and (ii) the Customer Data is valid and accurate in all material respects. In addition, Customer grants Milliman the right to deidentify and aggregate Customer Data and to use such deidentified and aggregated data ("Pooled Customer Data") for its own purposes, provided that such data is never re-identified or associated with Customer. Such deidentified and aggregated data shall not be considered "Customer Data". To the extent that Customer Data includes Protected Health Information as defined under HIPAA, Customer and Milliman agree to execute a Business Associate Agreement as required by applicable regulation.

2 FEES AND PAYMENT TERMS

- 2.1 Fees. Customer hereby agrees to pay the fees specified in the attached Exhibit A when due as set forth therein. Except as otherwise expressly set forth in this Agreement or any Exhibit hereto, Milliman will invoice Customer for amounts to be paid hereunder, and Customer will pay the amounts described in each invoice upon execution of this agreement. In addition to the fees and other charges required to be paid by Customer to Milliman hereunder, Customer shall pay (or, at Milliman's election, reimburse Milliman) for all applicable national, state, and local taxes, assessments, and withholding requirements that may be due in connection with the transactions contemplated by this Agreement (excluding taxes based on Milliman's net income or its authority to do business within a given jurisdiction).

3 CONFIDENTIALITY

- 3.1 Confidential Information. By virtue of this Agreement, each party hereto may disclose to the other party information that is confidential and otherwise proprietary. Subject to the exceptions listed below, a party's "Confidential Information" shall be defined as information disclosed by the party to the other party under this Agreement and clearly marked or otherwise clearly designated as "confidential" or

information disclosed by one party that should be reasonably understood by the other party to be confidential information of the other party. The Software shall be the Confidential Information of Milliman under this Agreement. However, Confidential Information of a party shall not include any information that: (i) is or becomes a part of the public domain through no act or omission of the other party; or (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party by employees or agents without access to the party's Confidential Information.

- 3.2 Confidential Treatment. Each party agrees, during the term of this Agreement and after its expiration or termination, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the disclosing party to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by the receiving party as a matter of law or by order of a court, provided that the receiving party uses reasonable efforts to provide the disclosing party with prior notice of such obligation to disclose and reasonably assists in obtaining a protective order therefor.
- 3.3 ID Codes and Password. Customer shall ensure the confidentiality of its corporate identification codes, user identification codes, and user passwords used in connection with the Product ("ID Codes"). Customer shall be responsible for all transactions entered through and under any ID Codes, and any such transactions will be deemed to be made by Customer. In no event will Milliman be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.
- 3.4 Publicity. Customer shall not refer to the Product in any communications with third parties. In particular, without limiting the foregoing, Customer shall not refer to the Product as the basis or source for decisions related to the management of an individual patient. Neither party shall refer to the identity of the other party in any third party disclosures, including without limitation promotional material or press releases relating to the Product, unless the prior written consent of the other party has been obtained, provided, however, that Milliman may use Customer's name and logo in promotional materials or press releases for the limited purpose of identifying Customer as a customer of the Product.

4 NO WARRANTIES; LIMITATION OF LIABILITY

- 4.1 No Warranties. THE SOFTWARE AND ACCOMPANYING MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. MILLIMAN (INCLUDING ITS THIRD PARTY SUPPLIERS) SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE, SERVICES OR ANY OTHER ITEM COVERED BY OR FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 4.2 Limitation of Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR LOSS OR DAMAGE CAUSED BY, RELATED TO, OR ARISING FROM ANY ACT OR OMISSION OF MILLIMAN (OR THIRD-PARTY SUPPLIERS) IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR LEGAL THEORY OF THE ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF MILLIMAN HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND REGARDLESS OF FORESEEABILITY, SHALL BE THE RECOVERY OF ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ALL FEES CHARGED HEREUNDER WHICH WERE ACTUALLY PAID TO MILLIMAN BY CUSTOMER. HOWEVER, IN NO EVENT SHALL MILLIMAN (OR THIRD-PARTY SUPPLIERS) BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR

OTHERWISE, EVEN IF MILLIMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 4.3 **Disclaimer.** THE PRODUCT IS NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, MILLIMAN DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

5 TERM AND TERMINATION

- 5.1 **Term.** Unless earlier terminated as provided herein, the terms of this Agreement and the evaluation of the Software shall terminate sixty (60) days from the date the reports listed in Exhibit A are delivered to Customer.
- 5.2 **Termination for Convenience.** Either party may terminate this Agreement, for any reason or no reason whatsoever, by delivering a written notice of termination to the other party at least five (5) business days before the desired effective date of such termination.
- 5.3 **Duties Upon Termination; Survival.** Upon the expiration or termination of this Agreement, Customer shall immediately cease use of the Software and Confidential Information of Milliman and shall return to Milliman the original and all copies of the Confidential Information of Milliman, or furnish to Milliman a certified executed document stating that the same has been destroyed. Termination of this Agreement shall not be construed to waive or release any claim which a party is entitled to assert at the time of such termination, and the applicable provisions of this Agreement shall continue to apply to such claim until it is resolved. The terms of Sections 1.2, 3, 4, 5, 6, 7 and 8 shall survive the termination of this Agreement for any reason.

6 NOTICES

All notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by United States certified mail return receipt requested, postage prepaid, and addressed as set forth on the signature page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the United States Postal Service on any return receipt card shall be conclusive evidence of receipt. Notices also may be sent by facsimile transmission, which shall be deemed received when transmitted if: (i) a document is electronically generated by the transmitting machine confirming that the transmission was received; and (ii) the party transmitting the notice also sends such notice the same day by any of the other notice methods described above. Any party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

7 DISPUTES

All disputes arising out of or relating to this agreement shall be resolved in accordance with the provisions of this Section. First, the disputing party shall give the other party written notice of the dispute, and the parties will attempt in good faith to resolve such dispute within thirty (30) days after receipt of such notice by negotiations between senior executives of the parties who have settlement authority. If the dispute has not been resolved within such thirty (30) day period, the parties agree to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party. The mediation will be treated as a settlement discussion and therefore will be confidential. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. In the event the parties are unable to resolve a dispute through mediation as set forth above, 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 before a panel of three arbitrators. Within thirty (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 a background in either insurance, actuarial science or law. 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.

8 MISCELLANEOUS

This Agreement: (i) shall be governed by, subject to, and interpreted in accordance with the laws of the state of New York, without regard to conflict of laws principles; (ii) constitutes the entire agreement between Customer and Milliman regarding the subject matter hereof; (iii) may not be assigned or transferred by either party without the prior written permission of the other party; (iv) may be executed and delivered by facsimile transmission or hard copy and in one or more counterparts, each of which taken together shall constitute a single instrument. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement. If any provision of this Agreement is found to be void or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

MILLIMAN, INC.

By 

Arthur L. Wilmes

Print Name


Principal and Consulting Actuary
Title

Milliman's Address for Notices:
111 Monument Circle, Suite 601
Indianapolis, IN 46204
Attention: Arthur L. Wilmes
Facsimile: (317) 639-1001

Attachments:

Exhibit A – Fees and Payment Terms

ACCOUNTABLE CARE OPTIONS, LLC

By 

Richard J. Lucibella

Print Name

Chief Executive Officer
Title

Customer's Address for Notices:
2240 Woolbright Road, Suite 317
Boynton Beach, FL 33426
Attention: Richard J. Lucibella
Facsimile: (561)200-0067

EXHIBIT A

FEES AND INCLUDED SERVICES

FEES FOR SOFTWARE

Milliman will invoice Customer \$5,000 to cover user interface expenses Milliman incurs to provide this trial from a third party vendor. Payment due to Milliman upon execution of this agreement.

INCLUDED SERVICES

- A. Milliman PRM Analytics Care Coordinator Reports.** The Care Coordinator Reports (CCRs) are an opportunity based analytic tool. They provide information at the population level, and facilitate drill down to the individual patient level. The Care Coordinator Reports include Opportunity Prospective Scores - estimates of a patient's healthcare expenses and utilization over the next six months, absent additional ambulatory management intervention. The Opportunity Prospective Scores are developed using Milliman proprietary predictive analytics and can be used in selecting patients for further care intervention and in managing patients.
- B. Milliman PRM Analytics Cost Model Dashboard.** The Cost Model Dashboard (CMD) is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.
- C. Milliman PRM Analytics Physician Risk and Credibility Adjusted (PRCA) Report.** Milliman's Physician Risk and Credibility Adjusted (PRCA) analytics provide a useful means to understand physician performance on many key performance metrics. The process of risk adjustment accounts for differences in morbidity and eligibility. The process of credibility adjustment recognizes the uncertainty of estimates made using only a small patient count. The PRCA Report is an advanced business intelligence tool that provides organizations a way to visualize and drill into the PRCA analytics results.
- D.** One hands-on user training session of approximately 3-4 hours duration is provided at the time of initial Customer onboarding, to be conducted via Web-Ex.
- E.** Access to reports listed above for five (5) Authorized Named Users.

The above reports will be based upon Customer's Medicare ACO population with approximately 13,000 lives.