

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING, dated as of this 14<sup>th</sup> day of August, 2019 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the San Francisco Property and Casualty Practice of Milliman, Inc. ("SFPC") and sets forth the mutual intentions of PRM and SFPC relating to the design, development, and maintenance of the Milliman PinPoint application and infrastructure.

### **RECITALS**

- A. PRM has the knowledge, experience, and capacity to perform the task of designing and developing the Milliman PinPoint application; and
- B. SFPC has created a business plan for a new product offering called Milliman PinPoint, and would like to have it developed, deployed, and maintained to support the execution of their business plans.

The terms and conditions that shall apply are described herein.

### **TERMS**

- 1. PRM will be responsible for gathering technical requirements in consultation with SFPC.
- 2. PRM will be responsible for the design of the PinPoint application and all supporting infrastructure.
- 3. PRM will provision and configure any infrastructure necessary to deploy and maintain PinPoint.
- 4. PRM will provision and configure the resources necessary to monitor the status of PinPoint.
- 5. PRM will be responsible for monitoring the system status of PinPoint and taking any necessary actions to ensure system stability and continuity of service, in accordance with contractual service-level agreements made with clients.
- 6. PRM will be responsible for performing periodic failover testing to ensure that the system recovery process is working as intended.
- 7. PRM will maintain the source code repository that contains all of the necessary code to deploy the PinPoint application. Access to the source code will be granted to authorized users from SFPC, and all source code will be openly available to SFPC.
- 8. PRM will develop the PinPoint application, and any necessary ancillary administrative applications, to the specifications laid out in the requirements document.

9. PRM will make the appropriate staff available to provide technical support in any instance where such assistance is required.
10. PRM will author any necessary support documentation required for configuration, ongoing maintenance, or support of the PinPoint application.
11. PRM will implement any necessary security related updates in a timely manner as issues are identified.
12. PRM will prioritize new feature requests based on feedback from SFPC, the urgency of the request, and the availability of development resources at the time of the request.
13. PRM will be responsible for deploying the PinPoint application, and any necessary ancillary administrative applications.
14. PRM will make a log of all API transaction available to authorized personnel from PRM and SFPC to allow for complete transparency of the utilization of the PinPoint application.
15. PRM will author any technical documents necessary for the product registration process, and will render any additional aid as appropriate in that effort.
16. PRM will investigate any reported security events or incidents in accordance with its own Security Event Response policy. Client communication regarding security events will be coordinated between PRM and SFPC.
17. SFPC will be responsible for gathering, documenting and maintaining the business requirements for PinPoint.
18. SFPC will be responsible for authoring and maintaining the GIS-focused business logic in PinPoint. In doing so, SFPC will follow software development best practices to the extent they are applicable (e.g. source control), and PRM staff will be available to help educate and assist.
19. SFPC will be responsible for having PinPoint registered as an official product.
20. SFPC will consult with PRM on any contractual obligations not previously agreed to relating to PinPoint functionality, security, availability, or performance before entering into the agreement.
21. SFPC shall designate at least one person who shall have responsibility to perform any day-to-day maintenance work on the PinPoint infrastructure.
22. SFPC will be responsible for marketing and selling PinPoint.
23. SFPC shall designate at least one contact person who shall have responsibility to support user inquiries.
24. SFPC will be responsible for notifying clients of upcoming system maintenance or issues relating to PinPoint when appropriate.

25. Costs associated with the cloud infrastructure, domain, or software licensing required to deploy and maintain PinPoint will be split between SFPC and PRM as follows:

PRM	SFPC
25%	75%

26. Revenue generated by PinPoint will be split as follows:

	PRM	SFPC
Consulting generated from PinPoint	0%	100%
Setup fees	5%	95%
API Usage fees	25%	75%

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

**PRM Analytics**

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**San Francisco P&C Practice**

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