

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this 10th day of February, 2022 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the Casualty Claims and Underwriting Practice of Milliman, Inc. ("Casualty Claims and Underwriting") and sets forth the mutual intentions of PRM and Casualty Claims and Underwriting 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. Casualty Claims and Underwriting 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 shall be responsible for ensuring MAP meets system availability requirements agreed upon with Casualty Claims and Underwriting and its clients, provided that PRM was involved in the negotiation of such requirements.
- 5. PRM shall retain all intellectual property created through the development of MAP but makes no claims to intellectual property within the content published via MAP by Casualty Claims and Underwriting or any other users.
- 6. 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 Casualty Claims and Underwriting. Regular business hours are Monday through Friday 9am – 4pm ET.
- 7. PRM will provide regular security and feature enhancements to MAP to maintain and improve the reliability and usability of the application.
- 8. PRM will provide training and documentation to Casualty Claims and Underwriting staff for the purpose of ensuring proper management of Casualty Claims and Underwriting clients, content, and users.

9. PRM will provide additional development assistance to Casualty Claims and Underwriting when necessary to ensure that content conforms to technical requirements for hosting in MAP.
10. 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 Casualty Claims and Underwriting upon request.
11. PRM will notify Casualty Claims and Underwriting of any scheduled maintenance windows for MAP.
12. PRM shall comply with all Milliman policies and procedures for the processing and storing of client-sensitive information.
13. PRM shall be responsible for ensuring application development and IT infrastructure comply with relevant legal requirements.
 - a. This responsibility shall not extend to activities performed by Casualty Claims and Underwriting employees, contractors, or representatives.
14. Casualty Claims and Underwriting must include PRM in the completion of security questionnaires from clients of Casualty Claims and Underwriting in regards to MAP. PRM staff can assist in the process of completing questionnaires as needed with no charge to Casualty Claims and Underwriting.
15. Casualty Claims and Underwriting shall notify PRM of any known or suspected security incidents related to MAP.
16. Casualty Claims and Underwriting must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.
17. Casualty Claims and Underwriting shall designate at least one person who shall have responsibility to create and administer end user accounts for Casualty Claims and Underwriting's hosted content.
18. Casualty Claims and Underwriting shall designate at least one person who shall have the responsibility to regularly review the content and users related to Casualty Claims and Underwriting via the Client Access Review functionality in MAP.
19. Casualty Claims and Underwriting accepts responsibility for the system privileges granted to users by Casualty Claims and Underwriting's administrative users.
20. Casualty Claims and Underwriting shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.
21. Casualty Claims and Underwriting 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 Casualty Claims and Underwriting and will be required to attest to this at time of publication.
22. Casualty Claims and Underwriting will be invoiced using a monthly subscription service of \$100 per month for calendar year 2022 using the Restricted pricing as seen below:

		Restricted Data Monthly Pricing
Tier	Features	
Basic	Base	\$ 100
Standard	+ File Drop	\$ 200
Pro	+ Containers	\$ 300
Premium	+ QlikView	\$ 15,000


- a. The Tier "Basic" includes content types of PDF, HTML, Power BI, and File Downloads.
- b. If additional content types are used by Casualty Claims and Underwriting, then the monthly subscription price will increase using the appropriate tier as seen in the table above for calendar year 2022.
- c. If the data that is hosted in MAP by Casualty Claims and Underwriting enters a classification above Restricted, then Casualty Claims and Underwriting is required to inform PRM and will be subject to an increase in pricing.
 - i. View Milliman's information classification of data here:
https://milliman.sharepoint.com/:w:/r/sites/GCSLegal/_layouts/15/Doc.aspx?sourcedoc=%7B4CA9D20C-A589-423E-84E9-5DDBEF724A84%7D&file=Information%20Classification%20%26%20Data%20Handling%20Standard.docx&action=edit&mobileredirect=true&wdOrigin=TEAMS-ELECTRON.p2p_ns.defined&cid=d7409e07-e3f7-49bf-b108-8ad5a46cd3d3
- d. After calendar year 2022, pricing will be 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.
- e. To terminate the MAP subscription, please email map.support@milliman.com with the request to terminate including the requested date of termination.

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

**PRM Analytics
Practice**

Casualty Claims and Underwriting

By: 
 Name: Rich Moyer
 Title: Principal & Chief Product Officer

By: 
 Name: Christine Fleming
 Title: Principal