

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING, dated as of this 27<sup>th</sup> day of May, 2021 (this “MOU”), is entered into between Milliman PRM Analytics (“PRM”) and the New York Health Practice of Milliman, Inc. (“NYH”) and sets forth the mutual intentions of PRM and NYH 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. NYH 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 NYH 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 NYH or any other users.
6. PRM will provide user support during regular business hours at [map.support@milliman.com](mailto:map.support@milliman.com). Client-specific support requests will be forwarded to the appropriate contacts for NYH. 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 NYH staff for the purpose of ensuring proper management of NYH clients, content, and users.
9. PRM will provide additional development assistance to NYH when necessary to ensure that content conforms to technical requirements for hosting in MAP. The billing rate for this service is \$200 per hour.

- 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 NYH upon request.
- 11.** PRM will notify NYH 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 NYH employees, contractors, or representatives.
- 14.** NYH must include PRM in the completion of security questionnaires from clients of NYH in regards to MAP. All time incurred by PRM staff in the process of completing questionnaires will be billed at a rate of \$250 per hour.
- 15.** NYH shall notify PRM of any known or suspected security incidents related to MAP.
- 16.** NYH must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.
- 17.** NYH shall designate at least one person who shall have responsibility to create and administer end user accounts for NYH's hosted content.
- 18.** NYH shall designate at least one person who shall have the responsibility to regularly review the content and users related to NYH via the Client Access Review functionality in MAP.
- 19.** NYH accepts responsibility for the system privileges granted to users by NYH's administrative users.
- 20.** NYH shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.
- 21.** NYH 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 NYH and will be required to attest to this at time of publication.
- 22.** NYH will be invoiced quarterly based on the pricing structure available on the MAP Support site (<http://mapsales.milliman.com/#pricing>). Annual price adjustments for the following year will be posted by October 31<sup>st</sup> and go into full effect on the following January 1<sup>st</sup>. 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.
- 23.** If NYH has a single end client that desires a large number of users (e.g. 50 or more) then PRM will negotiate special terms to apply to that end client.
- 24.** NYH will receive a discount on services for being an early adopter. This discount will be granted as a modification to all volume discounts. The formula to transform from the original volume discount to the NYH specific volume discount will be:

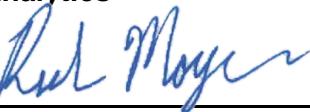
$$Discount_{NYH} = 1 - 0.8 \times (1 - Discount_{Original})^{2.5}$$

As an example, here are the results of applying this formula to the current volume discount tiers:

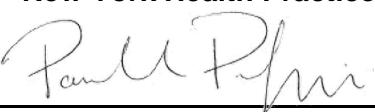
Users	Original Discount	NYH Discount
1-100	0%	20%
101-250	10%	39%
251-500	20%	54%
501-750	30%	67%
751+	35%	73%

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

**PRM Analytics**

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

**New York Health Practice**

By:   
Name: Pamela M. Pelizzari  
Title: Principal