Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this 30th day of March, 2022 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and San Francisco Casualty Practice of Milliman, Inc. ("SFC") and sets forth the mutual intentions of PRM and SFC 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. SFC 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 SFC 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 SFC 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 SFC. 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 SFC staff for the purpose of ensuring proper management of SFC clients, content, and users.

9. PRM will provide additional development assistance to SFC 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 SFC upon request.

11. PRM will notify SFC 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 SFC employees, contractors, or representatives.

14. SFC must include PRM in the completion of security questionnaires from clients of SFC in regards to MAP.

15. SFC must consult PRM regarding any discussion, written or verbal, with clients of SFC which may relate to MAP.

16. SFC shall notify PRM of any known or suspected security incidents related to MAP.

17. SFC must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.

18. SFC shall designate at least one person who shall have responsibility to create and administer end user accounts for SFC's hosted content.

19. SFC shall designate at least one person who shall have the responsibility to regularly review the content and users related to SFC via the Client Access Review functionality in MAP.

20. SFC accepts responsibility for the system privileges granted to users by SFC's administrative users.

21. SFC shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.

22. SFC 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 SFC and will be required to attest to this at time of publication.

23. SFC will be invoiced monthly, starting on the date the MOU is signed. Pricing is based on the pricing structure available on the MAP Support site (https://mapsales.milliman.com/#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.

    a. The monthly subscription to MAP may be canceled at any time. To cancel the subscription, email map.support@milliman.com with a request to terminate along with the date of termination.

      i. SFC must delete all Clients associated with SFC's profit center in MAP before termination can be completed.

b. Pricing is segmented by the risk classification of the data being hosted in MAP. These risk segments are based on [Milliman-wide policy](#) and are broken down into Restricted, Confidential, and High-risk. If there are many content items being hosted in MAP with varying levels of risk classification, your profit center in MAP must be in the highest risk classification segment to ensure the proper security of content. If at any time the data being hosted in MAP increases in risk level to a higher security segment, SFC must notify PRM and will be subject to an increased rate in MAP.

      i. SFC has confirmed that the highest risk classification of data being hosted in MAP falls into Restricted.

      ii. SFC will re-certify the sensitivity of data on a quarterly basis.

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

San Francisco Casualty Practice

By: _____

Name: Garrett Bradford

Title: Principal & GIS Consultant