

## **TEAMING AGREEMENT**

This Teaming Agreement ("Agreement") is made effective as of May 13, 2022 (the "Effective Date") by and between Milliman, Inc. ("**Milliman**") and Axon Advisors, LLC ("**Team Member**").

WHEREAS, Milliman, as prime contractor, and Team Member, as team member, desire to team with each other with respect to certain joint business opportunities to be described in Statements of Work (each, a "SOW") to be attached to and incorporated in this Agreement.

WHEREAS, Milliman and Team Member desire to enter into this Agreement to set forth expectations and working arrangements to ensure the maximum effectiveness of their efforts.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **1. BACKGROUND**

1.1 Milliman Services. In connection with a Joint Business Opportunity, Milliman offers the products and services set forth in the applicable SOW (collectively, "Milliman Products and Services").

1.2 Team Member Products and Services. In connection with a Joint Business Opportunity, Team Member offers the products and services set forth in the applicable SOW ("Team Member Products and Services").

1.3 Joint Business Opportunity. Milliman shall provide Milliman Products and Services and Team Member shall provide Team Member Products and Services in connection with the parties joint pursuant of one or more RFPs ("Joint Business Opportunity"), each of which shall be identified in a separate SOW in the form of Exhibit A. The responsibilities of Milliman and Team Member with respect to each Joint Business Opportunity will set forth in the SOW.

1.4 Non-exclusive Relationship. The relationship between the parties is nonexclusive and nothing herein will prohibit either party from pursuing similar alliance/teaming/marketing agreements with any company or person. Each party acknowledges that the other party may design, develop, manufacture, market or sell other products or services, including, without limitation, products or services that compete with the other party's Products or Services. Team Member acknowledges and agrees that Milliman offers no commitment or guarantee of any minimum volume of purchases or revenue under this Agreement.

1.5 Orders and Sales. Nothing contained in this Agreement gives either party the right to act as a distributor or reseller for the other party's Products or Services. The parties agree that unless specifically agreed in a separate writing signed by both parties, neither party will have the right to quote prices, take orders or make any sales, warranty or other commitments on behalf of the other party with respect to the other party's Products or Services or otherwise.

### **2. OBLIGATIONS OF THE PARTIES**

2.1 Responsibility. Except as otherwise agreed in writing, each party will be responsible for only its own Products and Services and personnel and will make this known to its customers and will have sole and complete control over the charges for its Products and Services.

2.2 Non-Disparagement. Each party will conduct all business activities in a manner that does not disparage the good name, reputation or Products and Services of the other Party.

2.3 Proposals. The Parties shall cooperate to (i) prepare a proposal for each Joint Business Opportunity ("Proposal") and (ii) secure the Prime Contract between Milliman and the client. "Client" for each Joint Business Opportunity. Specifically, the Parties agree to the following:

2.3.1 Milliman shall identify Team Member as a proposed subcontractor within the Proposal. If the Client awards Milliman the Prime Contract, Milliman shall work to confirm the Client's approval to use Team Member as a subcontractor.

2.3.2 Team Member shall be responsible for, and exert its best efforts in providing, all the required Proposal inputs and assistance on other areas of the Proposal as reasonably required by Milliman, based on the requirements stated in the associated solicitation.

2.3.3 Team Member shall make available appropriate personnel to provide reasonable assistance to Milliman to prepare the Proposal. Team Member shall not remove such personnel, if any, from the Proposal preparation effort without Milliman's prior written consent.

2.3.4 If Team Member does not adequately provide inputs and assistance as requested by Milliman or Team Member removes designated personnel without Milliman's consent, Milliman reserves the right to terminate this Agreement and omit Team Member as a subcontractor in the Proposal.

2.3.5 Milliman shall prepare the Proposal, integrate information provided by Team Member, and submit the Proposal to the Client.

2.3.6 All communication and contract negotiations with the Client will be conducted by Milliman. If Team Member desires to communicate directly with a Client, Team Member must obtain Milliman's prior written consent. Team Member shall make no representations, accept no changed requirements, nor conduct any negotiations unless specifically directed to do so by Milliman.

2.4 Team Member as Prime. Team Member agrees that it will not bid as Prime Contractor for any Joint Business Opportunity. Additionally, Team Member agrees that it will not acknowledge, share, or publicize the existence or nature of this agreement, or any other information relevant to the teaming of Milliman and Team Member, to any Party without the express written permission of Milliman. However, nothing contained herein shall restrict either Party from quoting, offering to sell, or selling to others any items or services for other efforts similar to those contemplated in this Agreement.

2.5 Subcontract. If the Client awards the Prime Contract to Milliman and the Client approves of Milliman's use of Team Member as a subcontractor, the Parties may promptly begin negotiating a subcontract consistent with the terms of this Agreement and finalize and execute such subcontract as soon as reasonably practicable. If, within thirty (30) days of commencing good faith negotiations the Parties are unable to finalize and execute a subcontract, Milliman may elect to terminate negotiations without liability to Team Member.

2.5.1 The subcontract shall specify Team Member's services and deliverables and other appropriate terms to comply with the requirements of the Prime Contract and applicable laws and regulations. The Parties may agree, through an interim agreement, for Team Member to begin work prior to the execution of the subcontract, in which case such work shall be subject to such interim agreement. The subcontract may be structured to include statements of work that define the specific work to be performed by Team Member.

2.5.2 If any change in the scope of the Prime Contract occurs, the Parties shall mutually agree to work together to determine which Party should take on such additional/modified scope. It is further agreed, that lacking default on behalf of Team Member or full or partial termination by the Client of the area(s) of effort to be performed by Team Member, Team Member will perform for the life of the resultant Prime Contract, including any extensions to the Prime Contract agreed upon by Client and Milliman.

### **3. EXPENSES**

Each party will bear the costs and expenses of its performance under this Agreement, unless agreed otherwise by the parties in writing.

#### **4. CONFIDENTIALITY**

In connection with this Agreement, each party hereto (a "Disclosing Party") may disclose its confidential and proprietary information to the other party (a "Receiving Party"). Subject to the exceptions listed below, a Disclosing Party's "Confidential Information" shall be defined as information disclosed by the Disclosing Party to the Receiving Party under this Agreement that is either: (i) clearly marked or otherwise clearly designated as confidential or proprietary; or (ii) should be reasonably understood by the Receiving Party to be the confidential or proprietary information of the Disclosing Party. Confidential Information shall include, without limitation, the terms of this Agreement. During the term of this Agreement and after its expiration or termination, a Receiving Party shall not disclose to any third party, a Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party. In addition, each party agrees to take reasonable measures 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 (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the Receiving Party set forth in this paragraph shall not apply to any information of the Disclosing Party which: (i) is or becomes a part of the public domain through no wrongful act of the Receiving Party; (ii) was in the Receiving Party's possession free of any obligation of confidentiality at the time of the Disclosing Party's communication thereof to the Receiving Party; (iii) is developed by the Receiving Party completely independent from the Confidential Information of the Disclosing Party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the Disclosing Party with advance written notice if reasonably possible such that the Disclosing Party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

#### **5. OWNERSHIP**

Except as provided herein, this Agreement will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either party. Each party will own and retain all of its right, title, and interest in and to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future.

#### **6. REPRESENTATIONS AND WARRANTIES**

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

6.1.1 it is duly organized and validly existing under the laws of its state of organization and it has full right, power, and authority to enter into and perform its obligations under this Agreement;

6.1.2 the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are not inconsistent with, and will not breach, any contract by which it or any of its material assets are bound, or an event that would, with notice or lapse of time or both, constitute such a breach;

6.1.3 it has obtained all necessary licenses, permits and other actions required by applicable laws or government regulations in connection with its ability to perform its obligations under this Agreement; and

6.1.4 it is not and will not be bound by any agreement, nor will it assume any obligation, which would in any way be inconsistent with or breached by its performance of its obligations under this Agreement.

6.2 Milliman Representations and Warranties. Milliman represents and warrants that:

6.2.1 it is the lawful owner or licensee of any Milliman Products and Services;

6.2.2 such Milliman Products and Services will not infringe or misappropriate any United States patent, copyright or other intellectual proprietary rights of any third party; and

6.2.3 all Milliman Services will be performed in accordance with industry standards;

6.2.4 no authorization, consent or approval of any public body, authority or third party is necessary for Milliman to perform the obligations set forth in this Agreement and to consummate the transactions contemplated by this Agreement.

6.3 Team Member Representations and Warranties. Team Member represents and warrants that:

6.3.1 it is the lawful owner or licensee of any Team Member Products and Services;

6.3.2 all Team Member Services will be performed in accordance with industry standards;

6.3.3 such Team Member Products and Services will not infringe or misappropriate any United States patent, copyright or other intellectual proprietary rights of any third party; and

6.3.4 no authorization, consent or approval of any public body, authority or third party is necessary for Team Member to perform the obligations set forth in this Agreement and to consummate the transactions contemplated by this Agreement.

**Disclaimer of Warranties. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **7. INDEMNIFICATION**

Each party (the "Indemnifying Party") will defend against or settle, and indemnify the other party and hold the other party (the "Indemnified Party") harmless from any third party claim, suit or other action ("Claim") and pay any final judgments awarded in any judicial proceeding on the Claim, pay any final settlement amounts agreed upon by the Indemnifying Party, and pay any associated costs and the reasonable fees or attorneys, arising out of, or resulting from: (i) the Indemnifying Party's breach its obligations under Section 4 ("Confidentiality"); (ii) any unauthorized representations or warranties regarding the Indemnified Party's Products or Services made by the Indemnifying Party; or (iii) any Claim that the Indemnifying Party's Products or Services infringes upon any United States patent, copyright or other intellectual property right. In the event of any such Claim, the Indemnified Party agrees to (i) promptly notify the Indemnifying Party in writing of the Claim; (ii) the Indemnifying Party must be allowed to control the defense and settlement of such Claim; (iii) the Indemnified Party must cooperate with all reasonable requests of the Indemnifying Party (at the Indemnifying Party's expense) in defending or settling such Claim; (iv) the Indemnifying Party, at its expense, shall have the right to pay, compromise, settle or otherwise dispose of any Claim, provided, however, that no settlement shall require the Indemnified Party to make any payment or limit the Indemnified Party's rights under this Agreement without its consent; (v) no settlement shall be entered into which does not include the delivery by the settling third party of a full and final release of the Indemnified Party from any and all liability with respect to such Claim; and (vi) the Indemnified Party will have the right, at its option and expense, to participate actively in the defense or settlement of any action, suit or proceeding relating to such a Claim through counsel of its own choosing and which may give the Indemnifying Party sole control and reasonably requested nonmonetary assistance in the defense and settlement of the Claim.

## **8. TERM AND TERMINATION**

8.1 **Term.** The term of this Agreement will be one (1) year from the Effective Date and will be renewed for additional one-year term(s) only when one party gives the other party notice of its intent to renew the Agreement at least 30 days prior to the expiration of the then-current term, unless the Agreement is earlier terminated pursuant to Section 8.2 below.

8.2 **Termination for Cause/Termination for Convenience.** Either party may terminate this Agreement following 30 days written notice to the other of a material breach of this Agreement, if such breach is not cured within such period. Either party may terminate this Agreement for convenience by providing 30 days written notice to the other.

8.3 Consequences of Termination. Termination of this Agreement shall not affect the Business Opportunity to the extent such Joint Business Opportunity has resulted in a contractual commitment to the Customer. Notwithstanding any termination of this Agreement, the parties shall continue to honor their obligations to the customer in accordance with the applicable customer contract. Except as otherwise set forth in the preceding two sentences, in the event of termination or expiration of this Agreement, each party will immediately (i) cease all marketing activities hereunder and remove all related references to the other party and its Products and Services from its marketing and other materials and communication channels; and (ii) return any Products, software or hardware, if any, and Confidential Information provided by the other party.

8.4 Survival. In the event of termination or expiration of this Agreement, then the provisions of Sections 2.1, 2.2, 4, 5, 6, 7, 8, 9, 10 and 11 will survive termination or expiration.

8.5 Termination Remedies Not Exclusive. The termination rights and obligations of the parties set forth in this Section 8 are not exclusive, but are in addition to any other rights and remedies available to the parties, in law or in equity, for breach of this Agreement.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO ANY BREACH OF SECTION 4 ("CONFIDENTIALITY") OR TO ANY INDEMNIFICATION OBLIGATION UNDER SECTION 7 ("INDEMNIFICATION"). LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **10. DISPUTE RESOLUTION**

10.1 Disputes. In the event of any dispute arising out of or relating to this Agreement, 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 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.

## **11. GENERAL PROVISIONS**

11.1 Governing Law. This Agreement will be governed by, and interpreted under, the laws of the State of Washington, without regard to conflict of laws principles.

11.2 Compliance with Laws. Each party will comply with all applicable laws, rules and regulations applicable to such party in its performance of this Agreement. In particular, neither party will export or re-export, either directly or indirectly, any Product, information or data or any portion thereof, to any country outside of the United States, except as permitted by relevant U.S. laws and regulations, including, without limitation, the U.S. Export Administration Act and the regulations promulgated thereunder.

11.3 Assignment. This Agreement will bind and inure to the benefit of the successors and permitted assigns of the parties, but neither party will have the right to assign or otherwise transfer its rights under this Agreement without receiving the express prior written consent of the other party, which will not be unreasonably withheld.

Notwithstanding the foregoing, either party may assign or transfer this Agreement (i) to any entity or other person controlled by, in control of, or under common control with such party; or (ii) in the event of a merger or a sale of all or a substantial portion of such party's assets or stock.

11.4 Modification and Waiver. No modification to this Agreement, nor any waiver of any rights, will be effective unless agreed to in writing by the party to be changed. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

11.5 Notices. All notices, consents and other communications hereunder to be given in writing, as expressly provided herein, will be transmitted to the addresses for the parties first set forth above or to such other addresses as either party may substitute by written notice to the other in such manner. Any such notice will be deemed served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

11.6 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

11.7 Relationship of Parties. The parties are independent contractors. Under no circumstances will the employees of one party be deemed the employees of the other party. This Agreement does not grant authority for either party to act for the other in an agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other party. This Agreement will not create any rights in any customer, or any other person or entity not a party to this Agreement.

11.8 Publicity. Except as otherwise authorized under this Agreement, Milliman and Team Member will not make any public statement, including, but not limited to, press releases or public announcements, referencing the relationship established under this Agreement without prior consultation with and written approval by the other, except as required by law.

11.9 Non-Solicitation. Unless otherwise agreed in writing, neither party shall employ, offer to employ, or retain as a consultant any person who has been employed by or done consulting work for the other party during the time of such person's employment by or consulting for such other party and for a period of 12 months thereafter. The aforementioned prohibition will not apply to any employment of the other party's personnel through the means of advertisements, job postings, job fairs and the like and any employment where the individual has made the initial approach to the hiring party.

11.10 Entire Agreement. This Agreement, including all Exhibits hereto, constitutes the entire and exclusive Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral. In the event of a conflict between the provisions of this Agreement and any SOW to this Agreement, such conflict shall be resolved in favor of the SOW.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement as of Effective Date.

**Axon Advisors, LLC**

By

Print Name: Emily Brammer

Title: President and Founder

Date: 5/10/22

**Milliman, Inc.**

By

Print Name: Paul Houchens, FSA, MAAA

Title: Principal and Consulting Actuary

Date: 5/10/2022

**EXHIBIT A****Statement of Work – Joint Business Opportunity**

<b>Customer Name:</b>	<b>Axon Advisors</b>
<b>Address:</b>	<b>333 N. Alabama St., Suite 350 Indianapolis, IN 46204</b>
<b>Contact:</b>	<b>Emily Brammer</b>
<b>Phone Number:</b>	<b>(917) 217-9832</b>
<b>Project Name:</b>	<b>Request for Proposal 22-70333 Administrative Code Assessment</b>
<b>Time Frame:</b>	<b>June 2022 – December 2024</b>
<b>Milliman Sales Contact and Phone Number:</b>	<b>Paul Houchens (317) 524-3523</b>
<b>Milliman Project Manager Contact and Phone Number:</b>	<b>Katherine Wentworth (317) 524-3552</b>
<b>Team Member Sales Contact and Phone Number:</b>	<b>Emily Brammer (917) 217-9832</b>
<b>Team Member Project Manager Contact and Phone Number:</b>	<b>Emily Brammer (917) 217-9832</b>
<b>Milliman Products and Services:</b>	<b>Milliman provides comprehensive and coordinated policy and finance strategy, data analysis and actuarial consulting to our state clients.</b>
<b>Team Member Products and Services:</b>	<b>Axon Advisors specializes in leading healthcare market research coverage through the strategic development of its proprietary database of life science experts, in addition to licensed and partner databases of healthcare professional contacts – along with a compliance framework based on industry best practices.</b>
<b>Additional terms and conditions applicable to this Joint Business Opportunity:</b>	<b>N/A</b>

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Statement or Work effective as of the last date set forth below.

**Axon Advisors, LLC**

By Emily Brammer  
Print Name: Emily Brammer  
Title: President and Founder  
Date: 5/10/22

**Milliman, Inc.**

By Paul R. Houchens  
Print Name: Paul Houchens, FSA, MAAA  
Title: Principal and Consulting Actuary  
Date: 5/10/2022