

THIRD PARTY RELEASE AGREEMENT

_____ ("Recipient") has requested the release of a report entitled "Healthcare Cost Benchmarking for Commercial Programs" and related material (the "Report") that was developed by Milliman and Abt Associates for Maryland Health Service Cost Review Commission ("Client Company"). The Report contains certain Milliman Material that was prepared for, and only to be relied upon by the Client Company, and not to be provided to any third party without Milliman's prior consent. "Milliman Material", for purposes of this Agreement, includes the "CY 2022 Milliman Benchmark and Maryland All-Payer Claims Database Cost and Utilization Exhibits" dated October 1, 2024, and all data therein and all supplemental information, sensitivity analyses, experience data, and anything Recipient subsequently requests or receives in oral or written form from Milliman related to Client Company.

In consideration for the consent of Milliman to release the Milliman Material to Recipient, Recipient agrees as follows:

1. Recipient acknowledges that the Milliman Material was prepared solely to be relied upon by the Client Company and its management, and not by any other party. As such, Milliman makes no representations or warranties regarding the Milliman Material to Recipient or any other third party. Recipient acknowledges that Milliman has no responsibility to inform Recipient of any updates, changes, corrections or supplementations to the Milliman Material. Recipient represents that it will place no reliance on the Milliman Material that would result in the creation of any duty or liability under any theory of law by Milliman or its employees to Recipient.
2. Recipient understands the Milliman Material is a complex, technical analysis, and that Milliman recommends Recipient be aided by its own actuary or other qualified professional when reviewing the Milliman Material.
3. Recipient agrees that it will not provide any portion of the Milliman Material to any other party, except to (1) Recipient's Affiliates, but only if Recipient has full power and authority to bind Affiliate to the terms of this Agreement and does bind Affiliate to the terms and (2) Recipient's professional advisers so long as they have agreed with Recipient to be subject to the same terms as Recipient under this Agreement. Recipient agrees it will not make references to Milliman or its estimates in communication with third parties.

"Affiliate" shall mean Recipient and each legal entity that is directly or indirectly controlled by, controlling or under common control with Recipient ("control" means the ownership, direct or indirect, of the power to vote 50% or more of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership) on or after the effective date and for so long as such entity remains directly or indirectly controlled by, controlling or under common control with Recipient.
4. Recipient agrees it will not bring any claim or lawsuit, under any theory of law, against Milliman or any of its employees related in any way to the Milliman Material.
5. Milliman and Recipient agree to submit any dispute between them, including but not limited to, disputes relating to Milliman's release of the Milliman Material, any aspect of Milliman's work regarding the Client Company, and the interpretation and enforceability of this Agreement, to binding arbitration. The arbitration, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, will be conducted before three neutral and independent arbitrators, one selected by Milliman, one by Recipient and the third by the first two. The award may be confirmed in any court of competent jurisdiction.

MILLIMAN, INC.

By: _____
Name: _____
Title: _____
Date: _____

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____