

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made and entered into effective June 22, 2020 (the “**Effective Date**”) by and between Pacific Life Insurance Company, a Nebraska corporation and its subsidiaries and affiliates (collectively, “**Pacific Life**”), and Verterim, Inc., a Massachusetts corporation (“**Supplier**”). Supplier and Pacific Life are referred to as the “**Party**” or “**Parties**,” as applicable.

RECITALS

- A. Supplier is a provider of certain services, which may be summarized to include services to support Pacific Life’s governance, risk and compliance platform.
- B. Pacific Life and Supplier desire that Supplier provide certain services required by Pacific Life as more fully described in Statements of Work executed pursuant to this Agreement.

AGREEMENT

In consideration of the promises and mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.**

1.1 **Services.** During the Term of this Agreement, as defined in Section 8.1 below, Supplier agrees to render services to Pacific Life, as authorized by Pacific Life from time to time at Pacific Life’s discretion by the execution of Statements of Work (the “**Services**”). Supplier shall not be authorized to render any Services until a Statement of Work or other written authorization has been signed by an authorized representative of Pacific Life.

1.2 **Statements of Work.** Each Statement of Work shall be signed by the Parties and shall refer to, incorporate, and be governed by all of the terms and provisions of this Agreement. The terms and provisions of each Statement of Work shall be considered a part of this Agreement. In the event of a disagreement, the terms of this Agreement shall apply unless and to the extent specifically modified by a Statement of Work. Each Statement of Work shall be in a form acceptable to Pacific Life.

1.3 **Reports and Travel Expenses.**

- (a) **Reports.** For Services provided on a time and materials basis, Supplier shall keep time records showing the number of hours or work performed in providing the Services. Such time records shall be submitted to Pacific Life with Supplier’s invoice. In the event any portion of any such time record submitted is believed by Pacific Life to be inaccurate, Pacific Life shall approve the remainder of such time record and return such time record to Supplier with a notification of such potential inaccuracy. Pacific Life and Supplier shall work in good faith to investigate, document, and resolve any such potential inaccuracy within thirty days. When Services are to be provided on a fixed fee basis, from time to time, upon request from Pacific Life, Supplier will submit a written status report describing Supplier’s activities during the preceding period including: the current status of activities; resources used since the last report, with a cumulative total to date; and identification of any problems and actions taken to resolve them. Supplier will meet with Pacific Life, at Pacific Life’s request, to review

the status of Supplier's activities.

- (b) **Travel and Incidental Expenses.** Supplier shall be reimbursed by Pacific Life for all reasonable out of pocket business expenses ("**Reimbursable Expenses**") which were incurred by Supplier during the performance of its Services hereunder; provided, any such expenses shall require Pacific Life's prior approval. Reimbursement of such expenses is subject to Supplier submitting to Pacific Life an itemized accounting of such expenses with supporting receipts for all expenses greater than \$25.00; credit card statements and restaurant stubs are not acceptable as a receipt. Only actual expenses shall be reimbursed; no administrative or processing fees will be reimbursed. All non-travel related expenses must be pre-approved by Pacific Life. Examples of such expenses include project materials, supplies, models, prototypes, books, literature, document reproductions, shipping and courier.
- 1.4 **Right to Audit.** Pacific Life will have the right at all times during the term of this Agreement, and for 12 months after termination of the Agreement, to audit the books, records, and operations, including, specifically, those related to Reimbursable Expenses, compliance, recordkeeping, information governance, and data privacy, of Supplier insofar as may be necessary or desirable, in Pacific Life's sole judgment, to determine Supplier's compliance with its obligations under this Agreement. Pacific Life and Pacific Life's independent auditors will have access to Supplier's books, records, and operations at all reasonable times, with or without prior notice. Pacific Life may notify Supplier of any deficiencies in performance discovered in any such audit, which deficiencies shall be promptly corrected by Supplier. In the event an audit discloses any billing discrepancy in Pacific Life's favor, Supplier shall refund the amount of any such overpayment within thirty days after receipt of written notice from Pacific Life or credit the amount of such overpayment to subsequent invoice(s) at Pacific Life's sole discretion.
- 1.5 **Legal and Regulatory Cooperation.** Supplier agrees that, as requested by Pacific Life, it will fully cooperate with Pacific Life in any formal or informal inquiry, investigation, or other proceeding initiated by a governmental, regulatory, or law enforcement agency, including, by promptly providing Pacific Life with all information or documents Supplier may possess relevant to the subject matter of any inquiry, and that, if necessary, it will testify truthfully and with complete candor in connection with any such regulatory, administrative, or legal action or proceeding.
- 1.6 **Due Diligence.** Supplier acknowledges that Pacific Life, as part of its due diligence efforts, has processes in place to qualify and monitor third party vendors such as Supplier. This Agreement shall be contingent upon Supplier's completion of Pacific Life's vendor qualification and monitoring process. Through these review processes Supplier may be asked to provide information about their business and practices, including, but not limited to, information about your data security policies and procedures. Supplier hereby acknowledges the existence of these processes and agrees to provide commercially reasonable responses to any requests made by Pacific Life to Supplier within a reasonable time, but in no case to exceed fifteen business days from the date of the request. Supplier agrees that if it fails to provide responses or any follow-up responses it may be found in breach of this Agreement.
2. **Payment.**
- 2.1 **Payment by Pacific Life.** The fees Pacific Life will pay Supplier for its Services will be specified in each Statement of Work. Pacific Life shall pay all properly invoiced and undisputed amounts due to Supplier within thirty days after receipt of invoice. If Pacific Life

disputes any invoice rendered or amount paid, Pacific Life will so notify Supplier, and the Parties will use all reasonable efforts to resolve such dispute expeditiously within thirty days. If Pacific Life so notifies Supplier of a disputed amount, the time for paying the disputed portion of the invoice shall be extended by a period of time equal to the time between Supplier's receipt of such notice from Pacific Life and the resolution of such dispute. Unless specifically agreed upon or otherwise and set forth in a Statement of Work, all payments hereunder will be made in United States currency.

- 2.2 **Invoicing.** Supplier shall issue an invoice to Pacific Life after delivery and acceptance of Services by Pacific Life. Any invoice sent prior to delivery and acceptance shall be deemed received after delivery and acceptance of Services. Invoices shall comply with all reasonable requirements imposed by Pacific Life and shall describe the work provided and any expenses incurred in reasonable detail and shall be submitted electronically to accountspayable@pacificlife.com.

3. **Ownership of Intellectual Property.**

Pacific Life is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all Deliverables as defined in and produced pursuant to a Statement of Work, including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. Supplier agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Pacific Life. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Supplier hereby irrevocably assigns to Pacific Life, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Supplier has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. The Parties acknowledge that certain materials delivered by Supplier hereunder may contain pre-existing proprietary and intellectual property developed and owned by Supplier. Supplier shall retain all right, title and interest in such pre-existing proprietary and intellectual property, and herein provides Pacific Life with a perpetual, irrevocable, worldwide, unrestricted license to use that pre-existing proprietary and intellectual property.

4. **Confidential Information and Data Privacy.**

The Confidentiality Agreement entered into by and between Pacific Life and Supplier on February 11, 2019, as may be amended or superseded from time to time, is hereby incorporated by reference and the Parties hereby agree the Confidentiality Agreement shall be given the same force and effect as the provisions in this Agreement.

5. **Insurance.**

- 5.1. **Required Insurance Coverage.** During the term of this Agreement, any renewal terms or extensions of terms and conditions with respect to an uncompleted Statement of Work (and, to the extent that any insurance is carried on a "claims made" basis, for such "tail" period thereafter that claims may be legally made with respect to occurrences during the term), Supplier shall procure and maintain at its own expense at least the following insurance coverage:

- (a) Worker's Compensation and Employer's Liability Insurance in accordance with the

applicable laws of the state or states in which the services are to be performed. The policy limit under the Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000).

(b) Commercial General Liability Insurance, with a limit per occurrence of \$1,000,000 and an aggregate limit of \$2,000,000.

(c) If automobiles are used in connection with the Services, Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles for bodily injury and property damage liability with a minimum combined single limit per accident of \$1,000,000.

(d) Fidelity Bond or Commercial Crime Insurance, including blanket coverage for employee dishonesty and computer fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Supplier, with a minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

(e) Cyber Liability Data Breach Insurance, with limits not less than \$5,000,000 per occurrence or claim, and \$5,000,000 in the aggregate covering the Supplier's liability for a loss, theft, unauthorized disclosure, access or use of Pacific Life's information assets (which may include, but is not limited to, "Personal Information" as that term is defined in California Civil Code, Section 1798.140(o)) and any other Pacific Life information considered confidential or proprietary. The Supplier shall maintain liability insurance for the duration of this Agreement and for the period of time in which Supplier maintains, possesses, stores or has access to Pacific Life data. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Agreement and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, remediation and credit monitoring expenses with limits sufficient to respond to these obligations.

(f) Umbrella Liability Insurance, with a minimum limit of \$5,000,000 in excess of the Employers Liability, Commercial General Liability and Automobile Liability Insurance.

5.2 **Primary Coverage.** The insurance coverages described above will be primary, and all coverage will be noncontributing with respect to any other insurance or self-insurance that may be maintained by Pacific Life and such policies shall include a waiver of subrogation in favor of Pacific Life and its affiliates, subsidiaries, directors, officers, employees and agents. Supplier will be responsible for all deductibles and retentions with regard to such insurance. To the extent any coverage is written on a claims-made basis, it will have a retroactive date no earlier than the Effective Date and, notwithstanding the termination of the Agreement, either directly or through 'tail' coverage will allow for reporting of claims until the applicable limitation of actions period has expired.

5.3 **Additional Requirements.** Supplier will cause its insurers or insurers' representatives to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force. Supplier shall provide not less than ten days' written notice to Pacific Life prior to any material modification, cancellation, or non-renewal of the policies. The insurers selected by Supplier will have an A.M. Best rating of A, Size VII or better, or, with a comparable rating from a recognized insurance rating agency. Supplier will ensure that all subcontractors, if any, maintain insurance coverages in accordance with Supplier's normal business practice. "Pacific Life Insurance Company and its

affiliates, subsidiaries, directors, officers, employees and agents as their interests may appear" shall be named as Additional Insureds under Supplier's Commercial General Liability, Automobile Liability and Umbrella Liability Insurance policies. Additional Insured status for Pacific Life Insurance Company and its affiliates, subsidiaries, directors, officers, employees and agents and any other party required to be named as additional insured under this Agreement shall extend to the full limits of liability maintained by the Vendor, even if those limits of liability are in excess of those required by this Agreement.

- 5.4 **Required Notice.** In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, Supplier will be solely responsible for taking such action. Supplier will provide Pacific Life with contemporaneous notice and with such other information as Pacific Life may request regarding the event.
- 5.5 **No Limitation on Additional Recovery.** The Parties do not intend to shift all risk of loss to insurance. Supplier's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which Supplier would otherwise have under the Agreement. Similarly, the inclusion of Pacific Life and its affiliates as additional insureds is not intended to be a limitation of Supplier's liability under the Agreement and will in no event be deemed to, or serve to, limit Supplier's liability to Pacific Life to available insurance coverage or to the policy limits specified in this Agreement, nor to limit Pacific Life's rights to exercise any and all remedies available to Pacific Life under the Agreement, at law or in equity.
6. **Indemnification.**
- 6.1 **Indemnification.** Supplier agrees to defend, indemnify, and hold harmless Pacific Life and its officers, directors, customers, employees, agents, and affiliates from all third party claims, losses, damages, judgments, liabilities, obligations, costs, and expenses, including fees and expenses of attorneys, consultants, and court costs, directly or indirectly against Pacific Life as a result of Supplier's or its representatives', and their respective employees' or agents' negligence, intentional act or omission, breach of this Agreement, or Supplier's failure to comply with the requirements of applicable laws and regulations, except as otherwise provided in this Agreement. Pacific Life will indemnify Supplier against any third party claim arising from gross negligence or willful misconduct by Pacific Life related to this Agreement or a Statement of Work.
- 6.2 **Indemnification Procedures.** Any party seeking indemnification under this Agreement ("**Indemnified Party**") agrees to give the party providing indemnification ("**Indemnifying Party**") prompt written notice of any claim for which indemnification is sought. Failure to give such notice shall not abrogate or diminish the Indemnifying Party's obligation under this Section if the Indemnifying Party has or receives knowledge of the existence of such claim by any other means or if such failure does not materially prejudice the Indemnifying Party's ability to defend the same. In any claim for which indemnification is sought, the Indemnifying Party shall have the right to select legal counsel to represent the Indemnified Party (said counsel to be reasonably satisfactory to the Indemnified Party) and to otherwise control the defense of such claim. If the Indemnifying Party elects to control the defense of such claim, the Indemnified Party shall at all times have the right to fully participate in the defense at its own expense. If the Indemnifying Party, within a reasonable time after receipt of such notice, should fail to defend the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of and to compromise or settle the claim on behalf the Indemnifying Party which may or may not benefit the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the

Indemnified Party shall make available information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense. The Indemnifying Party may neither (i) consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting any Indemnified Party without the prior written consent of the Indemnified Party, nor (ii) consent to the entry of any judgment or enter into any settlement without the prior written consent of the Indemnified Party unless such judgment or settlement provides for the unconditional and full release of the Indemnified Party in respect of such claim and does not diminish any of the Indemnified Party's rights under this Agreement or result in additional fees or charges to the Indemnified Party.

7. **Representations and Warranties of Supplier.**

- 7.1 **Assignment of Rights.** Before any employee, assistant, or subcontractor of Supplier performs any Services under this Agreement, Supplier shall require that any such employee, assistant, or subcontractor sign an assignment to Pacific Life of such employee's, assistant's, or subcontractor's rights in all Deliverables and other materials which may be created as a result of the performance of Services under this Agreement, including any and all intellectual property rights.
- 7.2 **Required Background Check and Prohibited Persons Laws.** Supplier agrees to undertake criminal background checks in advance of assigning any of its employees, assistants, or subcontractors to perform Services under this Agreement. This shall remain the sole responsibility of Supplier; all such results shall not be shared or disclosed to Pacific Life. Supplier further agrees to defend, indemnify, and hold harmless Pacific Life, its officer, directors, and employees for any claims, suit, or proceedings alleging a breach of the provisions in this Section. In addition to the above, Supplier acknowledges and understands that Pacific Life is subject to Prohibited Persons laws, which prohibit individuals with a conviction for any felony involving dishonesty, a breach of trust, or a violation of 18 U.S.C. §1033 from participating in the business of insurance without the written consent of the appropriate state insurance authority. Supplier represents and agrees that no person with a prior conviction for any felony involving dishonesty, a breach of trust, or a violation of 18 U.S.C. section 1033 (pertaining to acts of fraud, dishonesty, misrepresentation, embezzlement or insurance related offenses while engaged in the business of insurance) will be permitted or assigned to perform work or services for, or on behalf of, Pacific Life pursuant to this Agreement or any Statement of Work between the parties.
- 7.3 **Performance.** Supplier warrants and covenants that the Services to be performed by Supplier will be performed efficiently in a cost-effective and professional manner in accordance with the practices and standards observed by the leading companies in Supplier's industry when performing similar services.
- 7.4 **Producing Deliverables.** Supplier warrants that each Deliverable produced by or on behalf of Supplier will not deviate in any material respect from the Specifications for such Deliverable set forth in the applicable Statement of Work.
- 7.5 **Licenses.** Supplier warrants that it will maintain and cause its employees and agents to maintain during the term of this Agreement all licenses and permits required to carry out Supplier's obligations under this Agreement.
- 7.6 **Warranty of Title.** Supplier warrants and represents that it owns or has the right to license or convey title to any Deliverables, documentation, and other materials covered by this

Agreement. Supplier will not grant to any third party any rights or licenses to any property, actual or intellectual, or technology that would conflict with Supplier's obligations or Pacific Life's rights under this Agreement.

- 7.7 **Litigation.** Supplier warrants and represents that it is not a party to any pending litigation the resolution of which is reasonably likely to affect adversely the ability of Supplier to fully perform its obligations hereunder, nor is any such litigation reasonably contemplated or threatened. Supplier agrees to inform Pacific Life in the event any such litigation occurs or becomes reasonably contemplated during the term of this Agreement.
- 7.8 **Non-Discrimination Policy.** Supplier acknowledges and agrees to comply with Pacific Life's policy of maintaining a business environment free of all forms of discrimination, including sexual harassment. Supplier warrants that it has a similar policy and that it shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, Supplier shall take appropriate affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

8. **Term and Termination.**

- 8.1 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall remain in effect until the completion of Services under all Statements of Work or until terminated pursuant to the terms of this Agreement. However, if any Statement of Work, which has been duly executed by the authorized representative of each Party, specifies that all or part of Supplier's performance for the Statement of Work shall occur after the expiration or termination date of this Agreement, then the terms and conditions of this Agreement shall continue to govern the Parties' performance until the obligations under the Agreement and Statement of Work have been completely discharged.
- 8.2 **Termination of Statement of Work by Pacific Life without Cause.** Pacific Life may elect, at its sole discretion, to terminate any Statement of Work (in whole, or in part) effective upon a thirty-day notice to Supplier unless otherwise specified in the Statement of Work. Any termination of a Statement of Work shall not constitute termination of the Agreement, and all provisions of the Agreement shall remain in full force and effect. Notice of termination of a Statement of Work under this Section may be given in writing or orally. The notice should specify the last day that services will be performed under the Statement of Work (the "**Last Working Day**") and Pacific Life will not be liable to Supplier for payment in connection with any services performed after the Last Working Day. Upon receipt of such notice, Supplier shall submit to Pacific Life, within ten days after receipt of such notice, a final invoice for Services rendered through date the Last Working Day. Pacific Life will pay all amounts due for any Services that had been requested and delivered as of the Last Working Day pursuant to Section 2.1 of this Agreement.
- 8.3 **Termination by Pacific Life for Cause.** If Supplier breaches any material provision of this Agreement, and such material breach is not cured within thirty days after written notice thereof, Pacific Life may elect to terminate this Agreement or the applicable Statement of Work effective immediately. Pacific Life will pay all amounts due for any conforming Services that had been requested and delivered as of the Last Working Day pursuant to Section 2.1 of this Agreement for all Services rendered through the date of such termination unless payment is waived.

- 8.4 **Termination for Insolvency.** Either Party may terminate the Agreement without liability for default if the other party: (i) files any petition in bankruptcy; (ii) has an involuntary petition in bankruptcy filed against it which is not challenged in twenty days and dismissed within sixty days; (iii) becomes insolvent or is unable to meet its debts as they mature; (iv) is adjudicated as bankrupt or makes a general assignment for the benefit of creditors; (v) admits in writing its inability to pay its debts as they mature; (vi) applies for, consents to, or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property; (vii) has any significant portion of its assets attached; or (viii) has an event analogous to any of the foregoing occur in any jurisdiction to which such party is incorporated, resident, or otherwise subject including any jurisdiction in which such party is located for the performance of the Services or any part of them.

9. Notices.

Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by mail or courier and addressed as follows:

If to Pacific Life: Manager, Vendor Management
Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660

With copies to: Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Attn: Law Department

If to Supplier: Verterim, Inc.
Attn: Legal Counsel
9 Queen Anne Road
Hopkinton, MA 01748

10. Miscellaneous.


- 10.1 **Relationship of the Parties.** Supplier is an independent contractor. No joint venture, partnership, agency, employment relationship, or other joint enterprise is contemplated or created by this Agreement. No representative of Supplier shall be considered an employee of Pacific Life. Supplier shall take all actions and do all things which are required to ensure that it has complied with all laws respecting its position as an independent contractor providing Services pursuant to this Agreement. In making and performing this Agreement, the Parties shall act at all times as independent contractors, and at no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.
- 10.2 **Personnel.** Whenever Supplier's personnel are present on Pacific Life's premises, Supplier shall cause all such personnel to comply with all Pacific Life policies and procedures governing on-site work, including Pacific Life's safety, security, and data protection policies and procedures, and all reasonable instructions and directions issued by Pacific Life. At Pacific Life's reasonable request, Supplier will promptly replace its personnel providing Services under this Agreement.

- 10.3 **Arbitration.** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its expedited Commercial Arbitration Rules. The place of arbitration shall be Newport Beach, California and California law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 10.4 **Governing Law and Venue.** This Agreement will be construed and enforced in accordance with and governed by the laws of the State of California; provided, that laws regarding conflicts of laws will not defeat application of the substantive laws of the state of California. The Parties agree to the personal jurisdiction of the State of California. The venue for any proceedings involving this Agreement shall be Orange County, California.
- 10.5 **Integration.** This Agreement and the Statement of Work(s) which are incorporated herein by reference and made a part hereof set forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements, and understandings, whether written or oral, relating to the subject matter hereof.
- 10.6 **Assignment.** Neither Pacific Life nor Supplier may assign the Agreement without the prior written consent of the other Party, and any non-approved attempted assignment shall be null and void. This Agreement shall be binding upon, and inure to benefit of, the successors and permitted assigns of the Parties hereto.
- 10.7 **Non-Exclusive.** Nothing in this Agreement is intended to restrict Pacific Life from entering into similar agreements with third parties.
- 10.8 **Waiver.** Failure of either Party to object to any act or omission of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party at any time of any provision of this Agreement shall be deemed a waiver or breach of any other provision of this Agreement or consent to any subsequent breach of the same of any other provision hereunder. If any act or omission by any Party shall require the consent or approval of another Party, such consent or approval of such act or omission on any one occasion shall not be deemed a consent to or approval of said act or omission on any subsequent occasion or consent to or approval of any other act or omission on the same or any subsequent occasion. Waiver of any rights or remedies must be in a signed writing by the waiving Party.
- 10.9 **Modifications.** This Agreement may not be modified, changed, or supplemented, except by written instrument signed by both Parties.
- 10.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered by facsimile transmission or as an attachment to an email.
- 10.11 **Publicity.** Supplier shall not use or reference Pacific Life's trademarks in any solicitation, press release, announcement, promotion or sales marketing publication, advertisement, customer list, publication etc. without the prior written authorization of Buyer.
- 10.12 **Headings.** The paragraph headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

- 10.13 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 10.14 **Force Majeure.** Neither Party to this Agreement shall be liable for failure to perform or delay in performance of any of its obligations under this Agreement (except payment of amounts already due and owing) where such failure or delay results from any act of God, military operation, catastrophic event directly related to terrorist activity, national emergency, civil commotion, or utility, or the order, requisition, request, or recommendation of any government agency or acting government authority, or any Party's compliance therewith, or government probation, regulation, or priority, or any change in laws or regulations which prevent any Party from providing services required by this Agreement, or any other cause beyond any Party's reasonable control similar to the foregoing causes. If any event of force majeure persists for at least thirty days, this Agreement and/or the applicable Statement of Work may be terminated on written notice.
- 10.15 **Survival.** Any provisions of this Agreement which requires performance or grants a benefit after termination of the Agreement shall be deemed to survive the termination of the Agreement.
- 10.16 **Interpretation.** This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party. Any ambiguity shall not be interpreted against the drafting Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Pacific Life Insurance Company

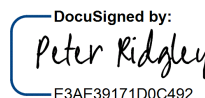
By: 
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Name: Malcolm Gordon

Title: AVP Operational Risk Management

Date: 6/24/2020

Supplier

By: 
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Name: Peter Ridgley

Title: President

Date: 6/24/2020