

SOFTWARE SERVICES AGREEMENT

This SOFTWARE SERVICES AGREEMENT (this “Agreement”) is made and entered into between **Smart-RIA Ventures, Inc.**, a Tennessee corporation (“*SmartRIA*”) and the person(s) or legal entity(ies) purchasing and or continuing Services (as defined in Recital C below) (“*Client*”) (each a “*Party*”, together the “*Parties*”), as of either the date marked on an Order Form (as defined in Recital B below) or the date of Client’s indicated acceptance of this Agreement (the “*Effective Date*”). By Client’s Acceptance of this Agreement (as defined in Recital C below), Client agrees to be bound by the terms and conditions of this Agreement, and wherefore, the Parties have caused this Agreement to be executed as of the Effective Date by their duly representatives.

RECITALS

A. WHEREAS, SmartRIA is in the business of creating, marketing, and selling offline and or online software providing advanced compliance software solutions, including but not limited to compliance workflows and reporting, compliance calendar management, “WORM”-compliant file storage (write once read many), employee trade monitoring, vendor due diligence and data archiving (“*SmartRIA’s Software*”), selling to and serving an array of compliance professionals and their staff members, including but not limited to complex compliance organizations, RIA compliance teams, compliance consultants, attorneys, operations teams, investment advisors, and wealth and asset managers (“*SmartRIA’s Business*”).

B. WHEREAS, Client wishes to purchase Services (as defined in Recital C below) from SmartRIA and SmartRIA is willing to provide Services to Client strictly on the terms and subject to the conditions set forth in this Agreement. “*Client’s Acceptance*” of this Agreement shall mean Client’s execution of an Order Form referencing or attaching this Agreement, or by Client’s indication of acceptance of this Agreement (by means of checking a checkbox or clicking of a button online or otherwise), via an online invoice, subscription form, or order form (each or together, the “*Order Form*”).

C. WHEREAS, this Agreement supersedes any and all prior terms and conditions that may have been previously entered into between Client and SmartRIA regarding SmartRIA’s offering of Services and or access to SmartRIA’s Software, with the exception of the “*Effective Date*” which shall retain its original meaning. This Agreement includes the following, in addition to any referenced hyperlinks, Order Form, exhibits, and or documents, all of which in their entirety are incorporated into this Agreement:

- a. SmartRIA “*Services*” and “*Support Services*” as described via Order Form;
- b. SmartRIA “*Acceptable Use Policy*” as provided online at <https://smart-ria.com/acceptable-use>, with a copy attached hereto as Exhibit A; and
- c. SmartRIA “*Consulting Services Disclaimer*” as provided online at <https://smart-ria.com/consulting-services-disclaimer>, with a copy attached hereto as Exhibit B.

AGREEMENT

THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services

(a) Services. For the purposes of this Agreement, Services include Software Services and any and all of following services, if and as described by Order Form: (A) Consulting Services; (B) Implementation Services; (C) Client Training Services; (D) Custom Development Services; (E) Included Support Services; and (F) Additional Support Services.

(b) Availability. SmartRIA will use commercially reasonable efforts consistent with prevailing industry standards to provide and maintain Services in a manner which minimizes errors and interruptions in Services and will do so in a professional and workmanlike manner.

(c) Maintenance, Disruption. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by SmartRIA or by third-party providers to SmartRIA, or because of other causes beyond SmartRIA's reasonable control; but SmartRIA will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. SmartRIA does not warrant that Services will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of Services.

(d) Limited License. With respect to any portion of Services that SmartRIA's Software is distributed and or provided to Client, or consumed by or used by Client, SmartRIA grants Client a limited, revokable, non-exclusive, non-transferable, non-sublicensable license to use SmartRIA's Software only (A) during the Term of this Agreement, and (B) in direct connection with Services set forth in this Agreement. AS EXPRESSLY SET FORTH IN THIS SECTION 1, SERVICES ARE PROVIDED "AS IS" AND SMARTRIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(e) Export Classification. As defined in FAR section 2.101, SmartRIA's Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5), such are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2. Term; Termination

(a) Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the termination of this Agreement, as provided by Sections 2(c), 2(d), and 2(e).

(b) Automatic Renewal. This Agreement shall automatically renew upon the conclusion of the then-current Service Term (as specified by Order Form), and for an unlimited number of renewals and thereby extending the Term of this Agreement.

(c) Termination for Any Reason. SmartRIA may terminate this Agreement for any reason with one (1) month's written notice to Client; Client may terminate this Agreement for any reason with one (1) month's written notice to SmartRIA and its payment of the "Early Termination Fee" to SmartRIA.

(i) Early Termination Fee. For the purposes of this Agreement, the "Early Termination Fee" means the an amount equal to the lesser of six (6) month's proration of Fees, or the remainder of the then-current Service Term's proration of Fees at the time of notice of termination made by Client. For the purpose of calculating this Early Termination Fee, "Fees" shall exclude those related to Consulting Services.

(d) Termination for Reason by Client. Client may immediately terminate this Agreement upon written notice to SmartRIA, should SmartRIA violate its performance of the terms and conditions of this Agreement, and such violation has not been cured by SmartRIA within fourteen (14) days of notice of such violation. This termination is in addition to any other remedies that may be available to the terminating Party.

(e) Termination for Reason by SmartRIA. SmartRIA may immediately terminate this Agreement upon written notice to Client, should SmartRIA finds that Client or Client Users, each or all, have knowingly or unknowing (A) violated SmartRIA's Acceptable Use Policy, or (B) breached any term or condition specified in either Sections 4, 5, and 6 of this Agreement.

(f) Payment of Consulting Services Fees. In any case of termination of this Agreement, Client shall pay in full any Fees related to Consulting Services, on hours that have been 'used' by Client up to the effective time of termination of this Agreement.

3. Fees

(a) Fees; Taxes. For the purposes of this Agreement, "Fees" shall mean any fees owed to SmartRIA for its rendering of Services, and additionally any or all of the following as described by Order Form: (A) Implementation Fees; (B) Client Training Fees; (C) Custom Development Fees; (D) Additional Support Fees; and (E) Consulting Services Fees. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on SmartRIA's net income.

(b) Payment; Service Capacity. Client shall pay Fees to SmartRIA. If Client's use of Services exceeds the Service Capacity set forth in Exhibit A or otherwise requires the payment of fees additional to those specified pursuant to this Agreement, then Client shall be billed for such usage and Client agrees to pay the additional fees pursuant to this Agreement.

(c) Invoicing; Outstanding Balances. SmartRIA may choose to bill through an invoice, as opposed to a recurring automatic payment or withdrawal. In such case, full payment must be received by SmartRIA within one (1) month after the invoice date, or by the due date on the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum rate permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

(i) Notice of Increase. SmartRIA reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Service Term or then-current renewal term, upon one (1) month prior notice to Client, which may be sent by email. If Client believes that SmartRIA has billed Client incorrectly, Client must contact SmartRIA no later than two (2) months after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to SmartRIA's client support department.

4. Security; Use of Services

(a) Use of Services by Client. Client represents, covenants, and warrants that Client will use the Services only in compliance with SmartRIA's standard policies then in effect and all applicable laws and regulations. Client hereby agrees to indemnify and hold harmless SmartRIA against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services, including but not limited to, uploading or introducing data that may be corrupt, infected, and or malware software. Although SmartRIA has no obligation to monitor Client's use of the Services, SmartRIA may do so and may prohibit any use of the Services it believes may be, or alleged to be, in violation of anything contained in this Agreement or in its policies.

(b) Additional SmartRIA Policies. Client and its users, by use of the Services, shall be subject to additional policies regarding privacy, cookies, and data processing. All such policies are available online to Client and to any online user via SmartRIA's Software.

(c) Single Administrative User and Credentials. Customary to SmartRIA policies and as part of the registration process, Client will identify one single administrative username and password for Client's account. SmartRIA reserves the right to refuse registration of, or cancel passwords, login credentials, and or any accounts it deems inappropriate or otherwise pursuant to SmartRIA's policies.

(d) Sensitive Information. In addition to the above and within the limits of applicable laws, if Client uploads and or submits any data containing sensitive personal information, including but not limited to, social security numbers, bank records, employment records, paystubs, or any other information that may be reasonably understood, inferred, or suspected to be sensitive information, onto SmartRIA's Software and or Services, Client hereby agrees to indemnify and hold harmless SmartRIA against any damages, losses, liabilities, settlements and

expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged unlawful disclosure of such information, within the limits of applicable laws.

(e) Protections. Beyond SmartRIA's current data protection policies, SmartRIA does not warrant nor covenant the level of security, data protection, or anything thereof surrounding cyber security of its Software or Services, and as such encourages Client, and Client agrees hereby, to conduct its own security analysis, and or discuss such requirement with SmartRIA, prior to the start of any commencement of Services herein so that an independent security analysis and or audit may be conducted, all solely at Client's time and expense, again before the commencement of any Services herein. SmartRIA agrees to allow Client the necessary and customary access to conduct such security analysis, to the extent it is possible without violating any of the provisions of this agreement.

(f) Limited Representations by SmartRIA. Beyond SmartRIA's current data protection policies, SmartRIA does not warrant nor covenant the level of security, data protection, or anything thereof surrounding cyber security of its Software or Services, and as such encourages Client, and Client agrees hereby, to conduct its own security analysis, and or discuss such requirement with SmartRIA, prior to the start of any commencement of Services herein so that an independent security analysis and or audit may be conducted, all solely at Client's time and expense, again before the commencement of any Services herein. SmartRIA agrees to allow Client the necessary and customary access to conduct such security analysis, to the extent it is possible without violating any of the provisions of this agreement.

(g) No Equipment by SmartRIA. Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like ("Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords, including but not limited to administrative and user passwords, and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

(h) Acceptable Use Policy. During Client's use of Services and SmartRIA's Software, Client agrees to abide by and follow all terms and conditions set forth in the Acceptable Use Policy, which may be updated by SmartRIA without notice from time to time. Withstanding SmartRIA's Acceptable Use Policy, Client shall not, directly or indirectly:

(A) Remove or export from the United States or allow the export or re-export of the Services, SmartRIA's Software, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority;

(B) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to Services or SmartRIA's Software, its relevant documentation or data;

(C) Remove any proprietary notices or labels from, modify, translate, or create derivative works based on the Services or SmartRIA's Software, except to the extent expressly permitted by SmartRIA or authorized within the Services; or

(D) Use Services or SmartRIA's Software for timesharing or service bureau purposes or otherwise for the benefit of a third.

(i) Client Users. Obligations and duties set forth in this Section 4 shall extend to Client's affiliates, subsidiaries, directors, investors, advisors, officers, agents, partners, representatives, shareholders, customers, vendors, employees, contractors, and any other entity or individual directed by Client to access Services and or SmartRIA's Software ("*Client Users*"). Accordingly, Client shall be responsible for any violation by Client Users of any term or condition in this Section 4 and SmartRIA may seek relief against Client, pursuant to this Agreement.

5. Restrictions

(a) SmartRIA Affiliates. For the purposes of this Agreement, “*SmartRIA Affiliates*” shall mean SmartRIA’s affiliates, subsidiaries, directors, investors, advisors, officers, agents, partners, shareholders, customers, clients, vendors, employees, and or contractors.

(b) SmartRIA Business Contacts. For the purposes of this Agreement, “*SmartRIA Business Contacts*” shall mean past, existing, or prospective (that is known to SmartRIA) Client, customers, agencies, suppliers, licensees, licensors to, or any other business relationships of, SmartRIA and SmartRIA Affiliates.

(c) Non-Disparagement. During the Term and thereafter, both SmartRIA and Client both agree that each shall not disparage, criticize, or defame each other, either publicly or privately. The foregoing sentence shall not apply to any statements made in the course of presenting evidence or sworn testimony required in any judicial or arbitral proceedings, or by any government agency.

(d) Non-Competition. During the Term and thereafter for a period of eighteen (18) months, Client understands and agrees not to directly or indirectly engage in the following without the informed and prior written consent of SmartRIA: owning, advising, financing, managing, operating, controlling, consulting with, acting as an independent contractor to, or otherwise engaging with any entity, business, organization, or group of persons creating, marketing, selling or otherwise providing software competitive to SmartRIA’s Software and or engaging in SmartRIA’s business.

(e) Non-Solicitation. During the Term and thereafter for a period of two (2) years, Client understands and agrees not to directly or indirectly engage in the following without the informed and prior written consent of SmartRIA: (A) soliciting for employment, employing, hiring, or otherwise engaging in the services of SmartRIA member; (B) inducing any SmartRIA member to leave their employ; (C) inducing or attempting to induce any SmartRIA Business Contact or SmartRIA Affiliate to cease doing business, or from entering into doing business, with SmartRIA; or (D) otherwise interfering with any SmartRIA Affiliate or SmartRIA Business Contact relationship with SmartRIA.

6. Confidential Information; Proprietary Rights

(a) Protection. Each party (the “*Receiving Party*”) understands that the other party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (the “*Proprietary Information*” of the Disclosing Party). Proprietary Information of SmartRIA includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data provided by Client to SmartRIA to enable the provision of the Services (“*Client Data*”). The Receiving Party agrees: to take reasonable precautions to protect such Proprietary Information, and not to use, except in performance of the Services or as otherwise permitted herein, or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document is or becomes generally available to the public, or was in its possession or known by it prior to receipt from the Disclosing Party, or was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

(b) Client Data. Client shall own all right, title and interest in and to Client Data. SmartRIA shall own and retain all right, title and interest in and to (A) the Services and Software, all improvements, enhancements or modifications thereto, (B) any software, applications, inventions or other technology developed in connection with Implementation Services or Support Services, and (C) all intellectual property rights related to any of the foregoing.

(c) SmartRIA Data. Notwithstanding anything to the contrary, SmartRIA shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and SmartRIA will be free (during and after the term hereof) to (A) use such information

and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other SmartRIA offerings, and (B) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

(d) Mandatory Disclosures. If the Receiving Party becomes legally compelled to disclose any Confidential Information, it must notify the Disclosing Party in sufficient time for the Disclosing Party, at its sole option, to seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement. If the Disclosing Party elects to seek a protective order or other appropriate remedy, the Receiving Party must cooperate with, and not object to, the Receiving Party's reasonable actions. If a protective order or other remedy is not obtained or the Disclosing Party waives compliance with the applicable provisions of this Agreement, the Receiving Party is permitted to furnish only that portion of the Disclosing Party's Confidential Information that the Receiving Party reasonably believes is legally required to be disclosed.

(e) Equitable Relief. The Receiving Party understands and acknowledges that a breach of this Agreement by the Receiving Party would cause irreparable injury to the Disclosing Party not compensable in money damages alone. Accordingly, in the event of the unauthorized disclosure or use of the Confidential Information or a threat thereof by the Receiving Party, the Disclosing Party is entitled to seek injunctive relief, a restraining order, or other appropriate equitable remedies from a court of competent jurisdiction, so as to specifically enforce the terms of this Agreement without the necessity of showing actual damages or furnishing a bond or other security. This right is in addition to any other remedy available to the Disclosing Party pursuant to this Agreement or in law or equity.

(f) Right to Publicity. SmartRIA may disclose and otherwise advertise that Client is, and was if no longer, a customer of SmartRIA without violating its duties under this Section 6.

7. Remedies

(a) In General. Without limiting the provisions of this Section 7, if SmartRIA brings any dispute or difference from or relating to this Agreement or the breach, termination, or validity of it, and is successful on the merits or otherwise, SmartRIA will be entitled to recover from Client all reasonable attorneys' fees that SmartRIA incurs, together with any other expenses, costs and disbursements that may be allowed by law.

(b) In Equity. With respect to Section 5 and Section 6, Client acknowledges and agrees that violation of this Agreement may cause irreparable harm to SmartRIA not compensable in money damages alone. Accordingly, SmartRIA will be entitled to seek injunctive relief, temporary restraining orders, preliminary and or permanent injunctions, or other appropriate equitable remedies from a court of competent jurisdiction to specifically enforce the terms of this Agreement, without the necessity of showing actual damages or furnishing a bond or other security. This right is in addition to and without prejudice to any other rights or remedies that SmartRIA may have pursuant to this Agreement or in law or equity

(c) Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR THE FINDING OF GROSS NEGLIGENCE, SMARTRIA, SMARTRIA AFFILIATES (AS DEFINED IN SECTION 5(a) ABOVE), AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS) SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RELATION TO THIS AGREEMENT OR THE SERVICES OFFERED; (C) FOR ANY MATTER BEYOND SMARTRIA'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO SMARTRIA FOR THE SERVICES UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SMARTRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Third-Party Claims

(i) Indemnification by Client. Client will defend, indemnify, and hold harmless SmartRIA and SmartRIA Affiliates from and against all claims, losses damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client's data and Client's breach of the specific terms contained in Section 4 of this Agreement. SmartRIA will (A) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if SmartRIA fails to provide notice in accordance with this Section 7(d); (B) allow Client sole and exclusive control over the defense and settlement of any such claim; and (C) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

(ii) Indemnification by SmartRIA. SmartRIA will defend, indemnify, and hold Client harmless from third-party claims arising from a claim that the Services infringe any United States patent, trademark, or copyright; provided that Client shall (A) provide SmartRIA with prompt written notice upon becoming aware of any such claim; (B) allow SmartRIA sole and exclusive control over the defense and settlement of any such claim; and (C) reasonably cooperate with SmartRIA in the defense of such claim.

(iii) SmartRIA Liability. Notwithstanding anything in Section 7(d)(ii) above, SmartRIA will not be liable for any claim that relates to or arises from: (A) custom functionality provided to Client based on Client's specific requirements; (B) any modification of the Services by Client or any third party; (C) the combination of the Services with any technology or other services, software, or technology not provided by SmartRIA; or (D) Client's failure to use updated or modified versions of the Services made available by SmartRIA. The indemnification obligation contained in this Section 7(d)(iii) shall be Client's sole remedy, and SmartRIA's sole obligation, with respect to claims of infringement.

8. General Provisions

(a) Entire Agreement. This Agreement contains the entire agreement between SmartRIA and Client on the matters that are the subject of this Agreement, and is binding on Client's heirs, executors, administrators and other legal representatives, and its successors and assigns, and will be for the benefit of SmartRIA, its successors, and its assigns. This Agreement supersedes (with the exception noted in Recital C above) all prior contracts, agreements, and understandings between SmartRIA and Client.

(b) Conflicting Terms. In the event of a conflict between any term or condition in this Agreement, including any and all attachments hereto and amendments hereof (e.g., between an Order Form and an exhibit to this Agreement, or an attachment and any Section of this Agreement), SmartRIA in its sole discretion shall determine which term or condition shall control.

(c) Modification. The terms and conditions of this Agreement may not be modified or amended except by a writing signed by Client and by an authorized signing authority of SmartRIA. The foregoing statement shall not apply to SmartRIA's Acceptable Use Policy and its Consulting Services Disclaimer, which may be freely modified by SmartRIA at any time and in its sole discretion.

(d) No Waiver. Failure to exercise any right by a Party under this Agreement will not constitute a waiver of such right. Any waiver of any breach of this Agreement will not operate as a waiver of any other breaches. All rights or remedies will be cumulative and in addition to all other rights and remedies available under applicable law.

(e) Relationship. The Parties are independent contractors and separate legal entities. The relationship between the Parties is reflected in this Agreement, and neither Party, nor any Representative of either, is to be considered an independent contractor, servant, agent, or representative of the other Party. None of the provisions of this Agreement is intended to create or to be construed as creating any agency, partnership, joint venture, or employer-contractor relationship between or among the Parties or any contractor, servant, agent, or representative of either.

(f) Applicable Laws. Each Party represents and warrants that it will comply with the laws and regulations applicable to such Party in its performance of obligations under this Agreement.

(g) Authority: Voluntary Execution. Any person named in this Agreement, Order Form, or any person otherwise managing Client's access to SmartRIA's Software and Services and causes this Agreement to be executed hereby represents and warrants that such person has the full power and authority to execute, deliver and perform this Agreement and such other instruments as required in this Agreement on Client's behalf. Client acknowledges that, in executing this Agreement, Client has had the opportunity to seek the advice of independent legal counsel, and Client has read and understood all of the terms and provisions of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and nothing herein express or implied is intended to, or shall, confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party; but a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either Party will acquire all rights and obligations of the acquired Party under this Agreement.

(j) Governing Law: Jurisdiction. This Agreement is to be interpreted, construed and governed according to the laws of the State of Tennessee, without regard to its principles regarding conflicts of law. The Parties agree and consent to exclusive jurisdiction and venue in the United States District Court for the Eastern District of Tennessee, sitting at Knoxville and any state court of competent jurisdiction in and for Knox County, Tennessee for all lawsuits relating to this Agreement, and the Parties: (A) agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court; (B) waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto; and (C) agree to a final judgment in any action or proceeding so brought is conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

(k) Notices. All notices, consents, requests, waivers and other communications required or permitted under the Agreement shall be in writing, shall be in the English language, and shall be deemed to have been made upon actual receipt, when given by hand or electronic transmission (in the case of physical delivery, two (2) business days after delivery to the carrier, when given by overnight delivery service or five (5) days after mailing, when given by international first-class registered or certified airmail, postage prepaid, return receipt requested) in any case to the following addresses: if to Client, to the address or email address provided by Client; or if to SmartRIA, to SmartRIA Ventures, Inc., 8200 Kingston Pike, Suite 21, Knoxville, TN 37919 and policies@smart-ria.com.

(l) Construction: Headings. The parties agree this Agreement must be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and do not affect the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular include the plural and references to the plural include the singular. This Agreement shall not be construed against either Party by reason of the drafting or preparation hereof.

(m) Specific Restrictions Reasonable. Client acknowledges and agrees that the covenants made by SmartRIA in Section 5 of this Agreement are fair, reasonable, and are necessary for SmartRIA to protect its legitimate business interests including but not limited to, retaining customers and its pipeline of prospective customers and safeguarding its confidential information and or trade secrets.

(n) Reformation. If determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in Section 5 is excessive in duration or scope or is unreasonable or unenforceable under applicable laws of that state or jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state or jurisdiction.

(o) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate the affected provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for that provision, then (A) the provision will be excluded from this

Agreement, (B) the balance of the Agreement will be interpreted as if the affected provision were so excluded, and (C) the balance of the Agreement will be enforceable in accordance with its terms, to the maximum extent permitted by applicable law.

(p) Survival. Client's obligations contained in Section 5 and Section 6 of this Agreement, in addition to any obligations in this Agreement which by nature should survive termination of this Agreement, shall survive the termination of this Agreement and shall be fully enforceable thereafter.

(q) Force Majeure. SmartRIA shall not be liable or responsible to Client, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SmartRIA, including Acts of God, fire, floods, war, sabotage, pandemic, accidents, labor disputes or shortage, governmental laws, ordinances, rules and regulations whether valid or invalid, inability to obtain material, equipment or transportation, or any other event that makes the performance commercially impractical.

(r) Counterparts: Electronic Signatures. This Agreement may be executed in two or more counterparts in the English language; each counterpart is an original of this Agreement, and all counterparts constitute a single instrument. Facsimile or PDF copies of signatures will be treated as original signatures for all purposes. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com, www.hellosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. In case of any conflict between the English version and any translated version of this Agreement, the English version will govern.

* **Exhibits appear on following pages** *

EXHIBIT A

SmartRIA Acceptable Use Policy

This ACCEPTABLE USE POLICY (this “AUP”) describes the proper use of SmartRIA’s Software and Services by Client and Client Users lawfully and rightfully accessing SmartRIA’s Software and Services, pursuant to a previously executed Software Services Agreement with SmartRIA (this “Agreement”) in which this AUP is incorporated by reference. As such, any and all defined terms otherwise not defined in this AUP take meaning as defined by this Agreement. This current version of this AUP is effective as of February 8, 2021 and may be revised by SmartRIA from time to time.

1. No Reverse Engineering

Client shall not: (i) reverse engineer Services; (ii) attempt to bypass or break any security mechanism on Services; or (iii) use Services in a manner that poses a security or service risk to SmartRIA or other users.

2. No Interference with Services

Client shall not engage in, or attempt to engage in: (i) unauthorized access to or use of the Services, data, or the networks or systems, including an attempt to probe, scan or overload a SmartRIA system or the Services, or to breach security or authentication measures without express authorization; (ii) unauthorized monitoring of code, data, or traffic on a system without express authorization; (iii) deliberate attempts to overload a system and broadcast attacks; (iv) an action that imposes an unreasonable or disproportionately large load on SmartRIA’s infrastructure; (v) performance of a program/script/command or sending messages of any kind that are designed to interfere with a user’s terminal session, by any means, including locally or by the Internet; (vi) the use of manual or electronic means to avoid any use limitations placed on the Services, such as timing out; or (vii) any other activity that could be reasonably interpreted as unauthorized access to or interference with the Services.

3. General Prohibited Activities

Client shall not use SmartRIA’s Software or Services to: (i) commit a crime, violate any rights of a person or entity, or violate any local, state, national, or international law, rule or regulation, as applicable; (ii) impersonate a person or entity or to otherwise misrepresent any affiliation with a person or entity; (iii) commit fraud or make fraudulent offers or advertisements; (iv) transmit harmful or potentially harmful code, including viruses, Trojan horses, worms, time bombs or any other computer programming routines that could damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal information; (v) transmit credit card or debit card numbers or other card numbers, or other financial account information such as cardholder name, expiration date, PIN or PIN blocks, service code, or track data from a magnetic strip or chip, unless such data has a necessary compliance or related operational purpose in the Software; (vi) create a false identity or forged email address or header, or phone number, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message or phone call; (vii) circumvent another service offered by SmartRIA; (viii) harvest data; or (ix) act in a way that will subject SmartRIA to any third-party liability.

4. Laws Specific to Communications

Client shall comply with all laws that apply to communications, including wiretapping laws, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, CAN-SPAM Act of 2003 and any other laws or regulations applicable to communications, including any third party policies such as the applicable guidelines published by the Cellular Telecommunications Industry Association, the Mobile Marketing Association. If Client uses Services in connection with any bulk and commercial email practices, Client shall and in accordance with applicable law: (i) obtain the verifiable consent of e-mail recipients via affirmative means; (ii) obtain necessary consents in accordance with applicable law; (iii) retain evidence of consents in a form that may be produced on request; (iv) allow a recipient to revoke consent; (v) post an email address for complaints in a conspicuous place; (vi) have a privacy policy posted for each domain associated with the mailing; (vii) have the means to track anonymous complaints; (viii) not obscure the source of Client e-mail in any manner; and (ix) not attempt to send any message to an email address after such number of rejections as is specified by law.

EXHIBIT B

SmartRIA Consulting Services Disclaimer

This CONSULTING SERVICES DISCLAIMER (this “*Disclaimer*”) is incorporated by reference into the Software Services Agreement (this “*Agreement*”) as executed between SmartRIA and Client, who is a user of SmartRIA Software. As such, any and all defined terms otherwise not defined in this Disclaimer take meaning as defined by this Agreement.

1. Consulting Services

“*Consulting Services*” shall mean those services specified, if at all, on Order Form (as defined in Recital B of this Agreement) and or in Exhibit A to this Agreement, including but not limited to the following: state registrations, notice filings, customized written policies and procedures, on-site or off-site compliance reviews, mock SEC and or state exams, customized compliance calendaring, investment advisor representative registrations, investment advisor representative terminations, SEC to state transition, state to SEC transition, preparation of compliance risk assessment checklists, chief compliance officer training, form ADV and CRS review and amendments, telephone and or email consultations, and SEC and state deficiency letter reviews and responses.

2. Disclaimers

(a) Client acknowledges and understands that SmartRIA is free to render Services to others and that SmartRIA does not make its Services available exclusively to Client.

(b) SmartRIA does not offer legal advice. None of the Consulting Services provided by SmartRIA or its consultants should be considered legal advice or used as a substitute for legal advice. Client is advised to seek the counsel of an attorney for all legal matters.

(c) While every effort will be made to provide accurate information with respect to compliance and regulatory matters, there is no guarantee that the opinions offered by SmartRIA will be accepted as authoritative by the SEC or any other regulatory agency, or that examinations, investigations or other inquiries by such agencies will be enhanced or improved by the work performed by SmartRIA. Even if Client is in substantial compliance with the Advisers Act, SmartRIA cannot offer any assurance that a subsequent SEC examination will not find any violations of the act. SmartRIA does not offer accounting advice.

3. Indemnification

Notwithstanding anything in Section 7 of this Agreement and in relation to Consulting Services only:

(a) Client agrees that SmartRIA shall have no responsibility to verify the accuracy or adequacy of any statement, document, fact, or information provided by Client.

(b) Client agrees and understands that in the absence of a finding of its gross negligence, SmartRIA’s liability for any claims asserted against it and arising out of this agreement shall be equal to the aggregate sums paid by Client during the specific term for which Consulting Services were rendered thereto.

(c) Client agrees to release, indemnify, defend, and hold SmartRIA harmless against any action, suit, claim or proceeding, whether civil, criminal or administrative, and against any fine, cost, levy, expense, judgment or award arising therefrom, in which SmartRIA may be involved, whether as a witness or a party, as a result of any application or document prepared, filed or processed by SmartRIA on Client’s behalf which contains any false or misleading statement or omission of material fact, or which, other than through gross negligence of SmartRIA, violates any statute, rule or order of any Federal, state or self-regulatory authority.

(d) In the event SmartRIA or any of its personnel are served with legal process seeking any documents or testimony with respect to any aspect of the services it provides to Client hereunder, Client shall reimburse SmartRIA for its reasonable attorneys’ fees and corresponding costs associated therewith promptly upon receipt of an invoice detailing such fees and costs.