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, using and or continuing Services (as defined below) ("*Client*") (each a "*Party*", together the "*Parties*"), as of the earlier of the date marked on a Proposal (as defined below) or the date signed by each Party below (the "*Effective Date*"). By Client's acceptance of this Agreement, Client agrees to be bound by the terms and conditions of this Agreement, and acknowledges that the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized 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 ("*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.

B.   WHEREAS, Client wishes to purchase or use certain Software and professional services (collectively with the provision of Software, "*Services*") from Smartria and Smartria is willing to provide to Client strictly on the terms and subject to the conditions set forth in this Agreement, with such Services being set forth in an invoice, order form, proposal, quote, or other ordering or usage document that incorporates this Agreement ("*Proposal*"). This Agreement is accepted and effective once signed by each Party below.

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 Software set forth in each Proposal. This Agreement includes the following, in addition to any hyperlinks, exhibits, or other documents incorporated by reference by this Agreement or the Proposal, all of which in their entirety are hereby incorporated into this Agreement:

   a. Smartria "*Services*" as described via one or more Proposals; and

   b. Smartria "Acceptable Use Policy" as provided online at https://smart-ria.com/acceptable-use.

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 and any and all of following services to the extent set forth by the Proposal: (A) Implementation Services; (B) Client Training Services; (C) Custom Development Services; (D) Included Support Services; and (E) 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 all commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption, and to promptly restore availability of the Services. Smartria does not warrant that Services will at all times 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 include Software distributed and or provided to Client, or consumed by or used by Client, Smartria grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use Software only (A) during the Term of this Agreement, and (B) in direct connection with Services set forth in 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) and 2(d).

(b)   *Automatic Renewal*. This Agreement shall automatically renew for additional terms of the same length upon the conclusion of the then-current Proposal ("Service Term") (as specified by Proposal), and for an unlimited number of renewals and thereby extending the Term of this Agreement until either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current Service Term.

(c)   *Termination for Reason by Client*. Client may immediately terminate this Agreement upon written notice to Smartria, should Smartria materially violate its performance of the terms and conditions of this Agreement, and such violation has not been cured by Smartria within thirty (30) days of notice of such violation. This termination is in addition to any other remedies that may be available to the terminating Party.

(d)   *Termination for Reason by Smartria*. Smartria may terminate this Agreement immediately upon written notice to Client, should Smartria find that Client or Client Users, each or all, have knowingly or unknowing (A) violated Smartria's Acceptable Use Policy, and such breach remains uncured thirty (30) days after Smartria provides Client with written notice of such breach, or (B) breached this Agreement and such breach remains uncured thirty (30) days after Smartria provides Client with written notice of such breach.

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 the Proposal: (A) Implementation Fees; (B) Client Training Fees; (C) Custom Development Fees; (D) Additional Support Fees; and (E) Consulting Services Fees.

(b)   *Payment; Service Capacity*. Client shall pay Fees to Smartria as set forth in each Proposal, without offset or deduction. Client shall make all payments hereunder in US dollars on or before the due date set forth in each Proposal. If Client's use of Services exceeds the service capacity or other limitations set forth in the Proposal 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.

(d)   *Notice of Increase*. Smartria reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon 120 days prior notice to Client, which notice may be sent by email.

4.   Security; Use of Services

(a)   _Use of Services by Client_. Client and Client Users shall not use the Software for any purposes beyond the scope of the access granted in this Agreement. Client hereby agrees to indemnify and hold harmless Smartria against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, brought or claimed by a third party in connection with any claim or action that arises from an alleged violation of the foregoing, or otherwise arises 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 the Software.

(c)   _Suspension_. Notwithstanding anything to the contrary in this Agreement, Smartria may temporarily suspend Client's and any Client User's access to any portion or all of the Services if: (i) Smartria reasonably determines that Client's or any Client User's use of the Smartria IP is in material breach of this Agreement or disrupts or poses a security risk to the Smartria IP or to any other customer or vendor of Smartria; or (ii) any undisputed fees owed to Smartria remain unpaid more than thirty (30) days past when due.

(d)   _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.

(e)   _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.

(f)   _Acceptable Use Policy._ During Client's use of Services and 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, 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 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 Software, except to the extent expressly permitted by Smartria or authorized within the Services; or

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

(g)   *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 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)   *Non-Disparagement*. During the Term and thereafter for a period of eighteen (18) months, 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.

(b)   *Non-Competition*. During the Term and thereafter for a period of eighteen (18) months, Client understands and agrees not to directly or indirectly, itself or on behalf of another, plan, create, develop, market, sell, or otherwise provide software or services that are competitive to Smartria's software or services.

(c)   *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 personnel; (B) inducing any Smartria personnel to leave their employ; (C) inducing or attempting to induce any Smartria Business Contact 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. "*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. "*Smartria Affiliates*" shall mean Smartria's affiliates, subsidiaries, directors, investors, advisors, officers, agents, partners, shareholders, vendors, employees, and contractors.

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 "*Confidential Information*" of the Disclosing Party). Confidential Information of Smartria includes nonpublic information regarding features, functionality and performance of the Service. Confidential 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 Confidential Information, and not to use, except in performance of the Services or as otherwise permitted herein, or divulge to any third person any such Confidential 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 prior to receipt from the Disclosing Party, or was rightfully disclosed to it without restriction by a third party, or was independently developed without use of any Confidential Information of the Disclosing Party or 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 Client agrees that Smartria may (during and after the term hereof) (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, (B) disclose such data solely in aggregate or other deidentified form in connection with its business, and (C) use such information to the extent and in the manner permitted under applicable law.

(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) *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.

(f) *Smartria IP*. Client acknowledges that, as between Client and Smartria, Smartria owns all right, title, and interest, including all intellectual property rights, in and to the Smartria IP and, with respect to third-party products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the third-party products. "Smartria IP" means the Services, including any Software, the documentation, and any and all intellectual property provided to Client or any Client User in connection with the foregoing.

7.   Remedies

(a) *In General*. Without limiting the provisions of this Section 7, if a Party 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, such Party will be entitled to recover from the other Party all reasonable attorneys' fees that the prevailing Party incurs, together with any other expenses, costs and disbursements that may be allowed by law.

(b) *Limitation of Liability*. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY, INCLUDING ITS AFFILIATES, 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 SUCH PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID OR PAYABLE 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES. The preceding limitations will not apply to limit a Party's liability or obligations (i) to pay Fees, (ii) arising from such party's indemnification obligations under this Agreement, or (iii) arising from such party's breach of Section 6 - "Confidential Information; Proprietary Rights" .

(c) *Warranty Disclaimer*. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 7, THE SMARTRIA IP IS PROVIDED "AS IS" AND SMARTRIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SMARTRIA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

(d) *Third-Party Claims*

(i) *Indemnification by Client*. Client shall indemnify, hold harmless, and, at Smartria's option, defend Smartria from and against any losses resulting from (i) any third-party claim that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, as well as (ii) any third-party claims arising from Client's breach of this Agreement.

(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. This Section 7(e)(ii) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Smartria or authorized by Smartria in writing; (B) modifications to the Software not made by Smartria; (C) Client Data; or (D) third-party products. The indemnification obligation contained in this Section 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 B above) all prior contracts, agreements, and understandings between Smartria and Client.

(b) *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, which may be freely modified by Smartria at any time and in its sole discretion.

(c) *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.

(d) *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.

(e) *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.

(f) *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.

(g) *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.

(h)   *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.

(i)   *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.

(j)   *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. 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.

(k)   *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.

(l)   *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.

(m)   *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.

(n)   *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 ESIGN 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.