

## EXHIBIT 1

### INNOVATEMAP MASTER TERMS OF ENGAGEMENT

This Innovatemap Master Terms of Engagement (the "Agreement") is made and entered into as of the Effective Date of the first Proposal executed by Client, and shall govern the Services provided by Innovatemap under any Proposal executed by Client.

Definitions. The following capitalized terms shall have the following definitions:

- 1.1 "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with Innovatemap or Client, as the case may be.
- 1.2 "Client" means the entity identified in a Proposal for which Services are provided pursuant to this Agreement.
- 1.3 "Client Team" means the designated Innovatemap team comprised of one or more Innovatemap product professionals who are individually involved in the provision of Services pursuant to a Proposal.
- 1.4 "Fees" shall have such meaning as identified in Section 5.1 herein.
- 1.5 "Innovatemap" means Innovatemap LLC, and its Affiliates, including but not limited to Innovatemap Ventures, LLC, located at 1002 Broad Ripple Avenue, #201, Indianapolis, Indiana 46220.
- 1.6 "Proposal" means a written document specifying the Services, applicable Fees, and other terms related to the engagement of Services, executed and agreed to by and between Innovatemap and Client, including Proposals for project-based Services (a "Project Proposal") and Proposals for subscription-based Services (a "Subscription Proposal"). This Agreement shall govern each Proposal and shall be fully incorporated into and become a part of each Proposal.
- 1.7 "Services" means the technical product services provided by Innovatemap, which shall be detailed in a Proposal.
- 1.8 "Sprint Capacity" means the measure used by Innovatemap to determine the number and type of deliverables that can be completed during that monthly cycle.
- 1.9 "Subscription Term" means the time period indicated on a Proposal for subscription-based Services during which Client elects to receive Services from Innovatemap.

2. Engagement of Innovatemap. Client hereby retains Innovatemap to provide, and Innovatemap

hereby agrees to provide, Services to Client in accordance with the terms set forth on a Proposal. Any modifications to the Services listed in a Proposal shall be documented in writing and signed by Client.

3. Client Responsibilities. Client agrees to perform all tasks assigned to Client as provided in this Agreement and in each Proposal between Innovatemap and Client, including designating a single point of contact for each Proposal who shall be responsible for responding to and resolving Innovatemap's questions and issues relating to the Services. In the event Client does not perform its responsibilities in a timely manner, the Proposal, including the Services and associated Fees, may need to be revised. In addition, in the event Innovatemap is required to purchase any third party licenses on behalf of Client in order to design and develop the Services set forth in a Proposal, Client shall reimburse Innovatemap for such purchases, which reimbursement shall be billed separately from the Fees for such Services. Innovatemap shall communicate any such purchases in writing to Client as such purchases become known.

4. Marketing and Press Releases. While the terms of this Agreement and each Proposal are Confidential Information; the existence of the Agreement is not. With prior written approval from Client, Innovatemap may include in its marketing materials representative design assets from the Services delivered in a Proposal between the parties (excluding any Confidential Information).

#### 5. Fees, Expenses and Payment.

5.1 Fees. Client shall pay Innovatemap fees for the Services set forth in a Proposal in accordance with terms set forth therein (the "Fees"). Fees will be invoiced by Innovatemap on a monthly basis unless otherwise agreed to in a Proposal. Fees are due upon Client's receipt of each invoice for such Fees. Innovatemap may suspend all Services, upon fourteen (14) days written notice to Client, until all amounts outstanding are paid in full.

Invoices will be considered past due if not paid within 30 days of the due date, and any invoice that is past due will incur a late charge of 5% of the past due amount. The late charge will be immediately due and payable. The Client also agrees to reimburse Innovatemap for all reasonable costs it incurs, including attorney's fees, in the collection of any past due amounts due from the Client under this agreement.

Should Innovatemap be required to participate in any legal proceeding (e.g., giving a deposition or live testimony) in defense of the Client, whether during or subsequent to the performance of services contemplated by this agreement, Innovatemap shall be entitled to receive prompt

payment for time incurred at its applicable rates then in effect and for reasonable out of pocket expenses, including attorney fees that Innovatemap believes in its reasonable judgment to be necessary in the circumstances.

5.2 Fee Adjustment. Thirty (30) days prior to the beginning of each calendar year during the Term, Innovatemap shall have the right, in its sole discretion, to provide written notice to Client of any increase to the currently effective Fees (the "Fee Increase") and the new aggregate Fees, accounting for the Fee Increase, to be effective starting January 1 of the upcoming calendar year. For the avoidance of any doubt, Innovatemap's right to increase Fees in accordance with this Section 5.2, shall include the right to increase fixed Fees and to increase monthly subscription Fees for all Sprint Capacities.

5.3 Expenses. Client shall immediately reimburse Innovatemap for pre-approved, reasonable out-of-pocket travel expenses including transportation (rental cars and/or taxis), lodging, parking, mileage, and meals (collectively, the "Expenses") incurred in the delivery of the Services. Innovatemap shall obtain Client's prior written authorization before incurring any individual expense or cost in excess of \$100.00. All Expense reimbursements shall be made at Innovatemap's direct out-of-pocket costs, without any markup for overhead, administrative costs, or otherwise. Notwithstanding anything herein to the contrary (a) reimbursement for Expenses will be considered past due if not paid within five (5) days of Client's receipt of an invoice containing such Expenses, and (b) Innovatemap may, in its sole discretion, require Client to provide pre-payment of anticipated Expenses in advance of Innovatemap incurring the same.

5.4 Taxes. Client shall pay, reimburse, and hold Innovatemap harmless for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local except for income taxes, which are levied or imposed by reason of the performance of the Services under this Agreement.

5.5 Rush Service Request. In the event Client has an urgent need for certain Services and less than five (5) days' advance notice is provided to Innovatemap by Client for such certain Services, then Innovatemap may assess a "Rush Charge", which Rush Charge will be equal to twenty-five percent (25%) of the total Fees related to such rushed Services. Any Rush Charge will be communicated to Client by Innovatemap in writing prior to the scheduling and delivery of such Services.

## 6. Intellectual Property Rights.

6.1 Deliverables. For purposes of this Agreement, the term "Deliverables" shall include, without limitation, software, web sites, design libraries, and other digital design products, including any underlying source code, documentation, and/or application programs that are developed by Innovatemap, modified to meet Client's specific requirements, and created specifically for the

Client pursuant to and specifically indicated and listed in a Proposal. Except as otherwise set forth in this Section 6, Client and Innovatemap agree that upon payment in full of the Fees for the Services associated with the Deliverables, Client shall own all worldwide right, title, and interest in and to the Deliverables. Client shall be responsible for researching, obtaining, and filing all trademark, copyright, patent, other intellectual property protections, or any other content or documentation with respect to such Deliverables. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit or prevent Innovatemap from (i) performing the same or similar services to the Services; and/or (ii) creating work product that is the same as or similar to the Deliverables for its other clients, which clients could be in competition with Client, except that any such work product or services created or performed for other clients, as the case may be, shall be created or performed without disclosing any Confidential Information of Client as provided for in this Agreement.

6.2 Rights of Use. Innovatemap owns all rights, title and interest in and to (a) any software products or other products, designs, tools, frameworks, methods, processes and all other intellectual property developed or created by Innovatemap; and (b) any and all copyrights, trade names, trademarks, trade secrets, logos and other proprietary and intellectual property rights of Innovatemap (collectively the "Innovatemap Intellectual Property"). To the extent that any Innovatemap Intellectual Property is included in any Deliverables for Client, Innovatemap grants Client a nonexclusive, nontransferable right to use the Innovatemap Intellectual Property in conjunction with the Client's use of Deliverables and solely in connection with Client's business only.

6.3 Rights of Client. Client retains ownership of all right, title, and interest in and to (a) any and all intellectual property developed or created exclusively by Client; and (b) any and all copyrights, trade names, trademarks, trade secrets, logos and other proprietary and intellectual property rights that pertain exclusively to Client.

6.4 Residuals. Notwithstanding anything to the contrary in this Agreement, Innovatemap (and Innovatemap's employees and other service providers) shall be free to use and employ Innovatemap's existing skills, general ideas, general concepts, general knowledge, general experience, general processes, and general know-how gained or learned during the course of the Agreement (the "Residual Information"), to develop materials similar to those of materials developed or prepared hereunder, so long as Innovatemap develops the same without the use or disclosure of any Confidential Information of Client. For the avoidance of doubt, Innovatemap may use or disclose the Residual Information that may be incorporated in or result from development of the Deliverables without restriction.

## 7. Term and Termination.

7.1 Term. This Agreement shall be effective on the Proposal Effective Date of the first Proposal and shall continue until all Proposals have expired or until earlier terminated as provided in this Agreement ("Term").

7.2 Subscription Term. If Client elects to engage Innovatemap for the Services pursuant to a Subscription Proposal, then a specific Sprint Capacity rate shall apply, and such Sprint Capacity rates for various levels of subscription-based Services shall be listed in a Subscription Proposal. Client may reduce the Sprint Capacity at any time by providing Innovatemap with at least thirty (30) days' advance written notice. Upon the conclusion of an initial Subscription Term, the Services will renew monthly, at the Sprint Capacity agreed to between Client and Innovatemap.

7.3 Project-Based Services. Client may elect to receive Services from Innovatemap on a per-project basis, at a rate listed on a Project Proposal. In the event Client requests to convert from a project-based engagement to a subscription-based engagement, the terms of such conversion, including any adjustments to the Services and Fees will be documented in a new Proposal.

7.4 Termination for Cause. This Agreement may be terminated by either party, upon written notice to the other, if the other party breaches any material obligation of this Agreement and the breaching party fails to cure such breach within thirty (30) days of receipt of the written notice describing the breach.

7.5 Termination for Convenience. Client may terminate this Agreement or any Proposal by providing thirty (30) days prior written notice to Innovatemap; provided however, that termination shall be effective on the last day of the following month after written notice ("Termination Date"). For example: if client provides written notice of its intent to terminate on June 15th, termination shall be effective on July 31st, the "Termination Date", and Client shall pay for all Services provided through the Termination Date. If Client terminates this Agreement pursuant to this Section 7.5 prior to the conclusion of a Subscription Term, and, if Client received a discount on the cost of Services as a result of having agreed to a Subscription Term, then (i) the Fees in the month of the Termination Date shall not include any such discount, and (ii) Client shall also pay Innovatemap the cost of the discount, as-applied, in all other months of the Subscription Term.

7.6 Effect of Termination. Client shall pay Innovatemap for all Services rendered and shall reimburse Innovatemap for any Expenses up to the effective date of termination. Each party shall return to the other all Confidential Information or, with the approval of the other party, destroy all such Confidential Information.

8. Disclaimer of All Warranties. all services and Deliverables are provided on an "as is" and "as available" basis, and Innovatemap expressly disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular

purpose.

9. Limitation of Liability. In no event shall either party be liable to the other or any third party, for any SPECIAL, INDIRECT, PUNITIVE, incidental or consequential damages arising out of or connected in any way with this Agreement or the services and Deliverables, or for any claim by any third party. Except for Client's payment obligations of Fees and Expenses, and except for either party's obligations under Sections 11 and 12 hereof, neither party's total liability under this Agreement, regardless of the legal theory of any claim, shall exceed the Fee(s) paid by Client to Innovatemap during the twelve (12) month period preceding the date of the claim. In addition, the prevailing party shall be entitled to its reasonable attorney fees and court costs.

10. Third Party Disclaimer. Innovatemap makes no warranty of any kind, whether express or implied, with regard to any third party products, third party content or any software, equipment, or hardware obtained from third parties USED IN CONJUNCTION WITH the PROVISION OF the SERVICES AND DELIVERABLES.

11. Indemnification Obligations.

11.1 Client Indemnity. Client shall indemnify and hold harmless Innovatemap (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Innovatemap as a result of any claim, judgment, or adjudication against Innovatemap related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Innovatemap (the "Client Content"); (b) a claim that Innovatemap's use of the Client Content infringes the intellectual property rights of a third party; and (c) the breach of any representation, warranty or covenant made by Client in this Agreement or any Proposal. Innovatemap shall give Client prompt written notice of any such claim and allow Client to take part in the defense and all related negotiations.

11.2 Innovatemap Indemnity. Innovatemap shall indemnify and hold harmless Client (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by Client as a result of any claim, judgment, or adjudication against Client arising from a claim that Client's use of the Deliverables infringes Intellectual Property rights of a third party. Client shall give Innovatemap prompt written notice of a claim and allow Innovatemap to take part in the defense and all related negotiations.

However, Innovatemap shall have no obligation to indemnify Client under this Section 11 to the extent any infringement arises from (a) the Client Content; (b) specifications provided by Client or its agents with respect to such Deliverable(s); (c) derivative works of the Services and Deliverables created by Client; (d) use of the Services and Deliverables in combination with non-Innovatemap approved third party products, including hardware and software, if such infringement would not have occurred without the use of the third party products; (e) modifications or maintenance of the Services and Deliverables by a party other than Innovatemap; (f) misuse of the Services and Deliverables; and (g) failure of Client to implement any improvement or updates to the Services and Deliverables, if the infringement claim would have been avoided by the use of the improvement or updates.

## 12. Confidentiality.

12.1 Defined. “Confidential Information” means information not known to the public, whether of a technical, business or other nature, including but not limited to information relating to product plans, designs, costs, finances, marketing plans, business opportunities, personnel, research, or development disclosed by one party to the other party as a result of the Services hereunder and that should reasonably have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party. The Innovatemap Intellectual Property shall be the Confidential Information of Innovatemap. Confidential Information shall also include the terms and conditions of this Agreement and any Proposal. Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

12.2 Use and Restrictions. The parties agree to hold each other's Confidential Information in strict confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party's Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief and /or other relief as specified in this Agreement.

## 13. Non-Solicitation.

13.1 Non-Solicitation. During the term of this Agreement and for one (1) year immediately

following termination or expiration of this Agreement, neither party shall solicit for employment any employee of the other party or its Affiliates who (a) directly performed services under this Agreement, (b) had substantial contact with the other party in relation to this Agreement, or (c) such party became aware of solely due to, or derived from information learned through the performance of this Agreement. As used in this paragraph, the term "solicitation" does not include contact resulting from indirect means such as public advertisements, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. A breach of this Section shall be considered a material breach of this Agreement and the aggrieved party's remedies of termination, injunction and damages shall be cumulative.

13.2 Conversion Fee. Client hereby agrees and acknowledges (a) the importance of Innovatemap's employees for the provision of Services hereunder, (b) that Innovatemap has incurred substantial costs in identifying qualified employees to provide Services hereunder, and (c) that Innovatemap employees will be exposed to, will have access to and/or will acquire certain of Innovatemap's Confidential Information. Client hereby understands and agrees that in the event any Innovatemap Service Provider (as defined below) becomes employed or engaged in any Prohibited Capacity (as defined below) by Client or one of Client's Affiliates during the term of this Agreement and for a period of one (1) year following the termination of the Agreement as set forth herein, then Client shall pay to Innovatemap a fee (a "Conversion Fee") in an amount equal to the greater of (i) forty thousand dollars (\$40,000.00); or (ii) twenty percent (20%) of the Innovatemap Service Provider's agreed-upon Compensation (as defined below) paid to such Innovatemap Service Provider by the Client or Client's Affiliate, as the case may be. The term "Compensation" means (1) annualized base salary or compensation, (2) the fair market value of equity-based awards (whether or not vested), if any, (3) bonuses (whether guaranteed or not), if any, and (4) any other form of consideration promised in exchange for services to be rendered by the Innovatemap Service Provider, all of which the Client agrees to fully disclose to Innovatemap. The term "Innovatemap Service Provider" shall mean any current or former employee of Innovatemap. Any Conversion Fee due pursuant to this section shall be non-refundable and shall be immediately due and payable upon commencement of the Innovatemap Service Provider's employment with or engagement by Client to perform services for such Client or one of Client's Affiliates. Any obligations of Client in connection with this Section 13 shall survive the termination of the Agreement and/or the termination of the Innovatemap Service Provider. The term "Prohibited Capacity" shall mean in the same or similar capacity to that in which the Innovatemap Service Provider was involved in providing services to Client under this Agreement or in any other capacity in which the Innovatemap Service Provider's knowledge of Innovatemap's Confidential Information would facilitate or assist the Innovatemap Service Provider's employment with or engagement by Client.



#### 14. Miscellaneous.

14.1 Force Majeure. Except for Client's obligations to pay Innovatemap, neither party shall be liable to the other party for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, network/internet connection, war, riot, act of God or governmental action.

14.2 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Indiana.

14.3 Independent Contractor Status. Client and Innovatemap agree that Innovatemap shall perform the Services under this Agreement as an independent contractor.

14.4 Notices. All notices pursuant to this Agreement shall be in writing and if to Innovatemap, sent to the address in Section 1 to the attention of the Chief Executive Officer; and if to Client, sent to the address set forth in the Proposal. Notices shall be deemed given upon receipt.

14.5 Severability. In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

14.6 Entire Agreement. This Agreement and all exhibits, schedules and Proposals constitute the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced in this Agreement. In the event of an inconsistency between the terms of this Agreement and those in a Proposal, the terms of the Proposal shall supersede and control. This Agreement may be amended only by a written agreement signed by both parties.