Exhibit 1

MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "*Agreement*") is entered into as of the Effective Date of the Order Form (the "*Effective Date*") by and between ROKMETRO, Inc., a Delaware corporation

("*ROKMETRO*") and Customer. Each of ROKMETRO and Customer are referred to herein sometimes as a "*Party*" and together as the "*Parties*."

WHEREAS, the University of Illinois, utilizing the open source Apache License, Version 2.0, has developed a technology platform (the "*ROKWIRE Platform*") that enables users to connect and interact with certain offerings available by customer through their mobile devices;

WHEREAS, Customer desires to deploy certain functionality of the ROKWIRE Platform in its community; and

WHEREAS, Customer desires to engage ROKMETRO to deploy such functionality of the ROKWIRE Platform in Customer's community, and ROKMETRO is willing to do so and provide additional services pursuant to the terms of this Agreement.

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

1.   DEFINITIONS.

(a)   "*Authorized User*" means an employee of Customer that has (i) been assigned a unique username-password combination to access and use the Dashboard Services, and (ii) registered online to access and use the Dashboard Services; provided, however, the Parties will mutually decide on the number of such employees, which in no case will be greater than five (5).

(b)   "*Community*" means the community set forth in the Order Form.

(c)   "*Customer   Content*"   means   the   Customer Trademarks and all images, descriptions, text, videos, and other content and information that Customer submits pursuant to Section 3.2(a) or otherwise delivers to ROKMETRO.

(d)   "*Customer   Mobile   Application*" means   the Customer-branded ROKWIRE mobile device application that is made available pursuant to Section 3.2.

(e)   "*Customer   Trademarks*" means all Customer trademarks, logos, tradenames, service marks, and other branding materials that Customer makes available to ROKMETRO for presentation through the Customer Mobile Application.

(f) "*Dashboard   Services*" means those features of the Hosted Services identified in Schedule A that ROKMETRO makes available for Customer to access via the Dashboard Website.

(g)   "*Dashboard Website*" means a website located at a URL to be provided to Customer. ROKMETRO may change the Dashboard Website from time to time.

(h)   "*Feedback*" means comments, suggestions, improvements, and any other feedback from Customer and their personnel regarding the ROKWIRE Platform.

(i) "*Hosted Services*" means ROKMETRO's online service that provides the functionality described in Schedule A .

(j) "*Intellectual Property Rights*" means the rights associated with the following: (i) all United States and foreign patents and applications therefor; (ii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iii) trademarks, service marks, trade dress rights and similar designation of origin and rights therein; (iv) trade secrets, know-how, and Confidential Information; and (v) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(k)   "*Non-ROKWIRE Technology and Services*" means, excluding the ROKWIRE Platform, any and all technology and services provided by Customer or any third-party that interface, integrate with, or otherwise interact with the ROKWIRE Platform, including but not limited to those identified in Customer Obligations in Schedule A   .

(l) "*Order Form*" means the form which links/is attached to this Agreement that identifies the Customer and provides pricing and other relevant commercial terms under this Agreement.

(m)   "*Project Plan*   " has the meaning set forth in Section 2.2.

(n)   "*ROKWIRE Platform*" means ROKWIRE's open source integrated solution which is included in the Hosted Services and Customer Mobile Application that provides the features and functionality set forth in the Order Form.

(o)   "*ROKWIRE Software*" means all software serviced hereunder by ROKMETRO, including any Customer Mobile

Application and all Updates thereto.

(p)   "*Term*   " has the meaning set forth in Section 8.1.

(q)   "*Updates*" means any software updates or upgrades to the ROKWIRE Software that ROKMETRO agrees to provide with Maintenance and Tech Support (as defined in Section 5.1).

(r) "*Users*" means the end-customers who receive access to the Customer Mobile Application to interact with certain offerings and services.

2.   IMPLEMENTATION & TRAINING

2.1   Installation   &   Implementation   Services. ROKMETRO will provide installation and implementation services for the ROKWIRE Platform Features and Functionality set forth in the Order Form.

2.2 Development of Project Plan. A project plan will be mutually developed and agreed to by ROKMETRO and Customer.

(the "*Project Plan*").

2.3 Training Services. Except as otherwise provided in this Agreement, ROKMETRO agrees to train Customer as needed for the ROKWIRE Platform Features and Functionality set for in the Order Form. The content and timing of such training shall be mutually agreed upon by the Parties.

3.   ROKWIRE PLATFORM   .

3.1   Hosted Service.

(a)   Subject to the terms and conditions of this Agreement and Customer's compliance therewith, ROKMETRO will provide

the Hosted Services to Customer during the Term.

(b)   Customer may access and use the Dashboard

Services solely for its internal business purposes to access data generated from Users' interaction with the Hosted Services. Customer's access and use of the Hosted Services is expressly limited to the number of Authorized Users for which Customer has paid fees in accordance with the Order Form. Customer shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications and passwords for accessing the Dashboard Services.

3.2   **Mobile Application.**

(a)   ROKMETRO will make the Mobile Application available for Users to download from either the Customer's app store account(s) or from ROKMETRO's app store account(s). The customer Mobile Application will be available only for mobile devices operating on the iOS or Android mobile operating systems.

4.   CUSTOMER   OBLIGATIONS   & RESTRICTIONS   .

4.1   **Customer Deliverables**. Customer understands that ROKMETRO's obligations hereunder are dependent in part on Customer's performance in a timely manner of the obligations and dependencies assigned to Customer in Schedule A (the "**Customer Deliverables**"). Accordingly, Customer will be responsible for and assumes the risk of any problems arising from the Customer Deliverables, and the delivery and installation schedule may be adjusted to account for any delays in completing or otherwise providing the Customer Deliverables.

4.2   **Telecommunication, Internet, Customer Technology, and Third-Party Services**. Excluding the software and hardware set forth in the definition of the ROKWIRE Platform, Customer is responsible for obtaining, maintaining, and supporting all internet access, connectivity to the ROKWIRE Platform (Wi-Fi, Ethernet, and/or DAS), the Non-ROKWIRE Technology and Services, and any other computer hardware, software, and other equipment and technology needed for Customer and Users to access the ROKWIRE Platform (collectively, the "**Customer Technology**"). Customer acknowledges and agrees that Users' and Customer's use of the ROKWIRE Platform is dependent upon sufficient and adequate access to telecommunications, connectivity to the ROKWIRE Platform (Wi-Fi, Ethernet, and/or DAS), Internet, and Customer Technology. Customer shall be solely responsible for acquiring and maintaining all telecommunications, Customer Technology, Internet, including, without limitation, any and all costs, fees, expenses and taxes of any kind related to the foregoing.

4.3   **Restrictions**. Customer will not, nor will Customer allow anyone else to, directly or indirectly: (i) disable or circumvent any access control or related device, process or procedure established with respect to the ROKWIRE Platform; or (ii) use the ROKWIRE Platform for any purpose that is unlawful or that violates or is inconsistent with applicable laws or regulations.

5.   PERFORMANCE, SUPPORT, & MAINTENANCE

5.1 Maintenance and Tech Support. During the Term, ROKMETRO will provide the maintenance and support services for the ROKWIRE Platform in accordance with Schedule B (the "**Maintenance and Tech Support**"). Customer understands that ROKMETRO's provision of Maintenance and Tech Support is dependent in part on the Customer's performance in a timely manner of the obligations and dependencies in Schedule B assigned to any Customer (the "**Customer Maintenance Assistance**"). ROKMETRO's Maintenance and Tech Support obligations will be subject to performance of the Customer Maintenance Assistance in a manner that allows ROKMETRO to provide its Maintenance & Tech Support obligations.

5.2 Software Upgrades. During the Term, at no additional cost to Customer, ROKMETRO will provide installation and implementation services for upgrades to the specific features and functionality of the ROKWIRE Platform that Customer receives under this Agreement and ROKWIRE makes generally available to its other customers.

6.   CONTENT & DATA

6.1 Customer Content. Customer hereby grants to ROKMETRO a limited, non-exclusive, worldwide, license during the Term to use, copy, publicly display, publicly perform, and distribute the Customer Content and any portion thereof for the purpose of providing the ROKWIRE Platform hereunder.

6.2   Data.

(a) Customer shall own all data generated based on User interaction with the Customer Mobile Application in the Community (the "**End User Data**"). Throughout the Term, ROKMETRO will have the right, and Customer hereby grants ROKMETRO a worldwide, irrevocable, royalty-free license, to use and share the End User Data to operate the ROKWIRE Platform, interact with and otherwise engage Users in the process of providing the ROKWIRE Platform to Customer, and share usage, performance, and behavior metrics to Customer to better serve the User, in each case in accordance with all applicable laws.

(b) ROKMETRO will retain End User Data for a period of ninety (90) days from collection of the applicable End User Data, and will deliver the End User Data to Customer that is set forth in Schedule A in accordance with the schedule set forth in Schedule A. In the event of any loss or corruption of End User Data, ROKMETRO shall use its commercially reasonable efforts to restore the lost or corrupted End User Data from the latest backup of such End User Data maintained by ROKMETRO. ROKMETRO shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of End User Data caused by any third party. ROKMETRO'S EFFORTS TO RESTORE LOST OR CORRUPTED END USER DATA PURSUANT TO THIS SECTION 6.2(b) SHALL CONSTITUTE ROKMETRO'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF END USER DATA.

(c) Customer will deliver to ROKMETRO a privacy policy that: (i) complies with all applicable laws and regulations; and (ii) provides notice to Users and other end-users as to the data it will collect, and how it will use and share such data (the "**Privacy Policy**"). ROKMETRO will post the Privacy Policy on the Customer Mobile Application, and each Party agrees that it will use and disclose End User Data strictly in accordance with the Privacy Policy.

7.   PAYMENT

7.1   **Fees**. Customer will pay to ROKMETRO the fees as set forth in the Order Form.

7.2 Additional Fees. Nothing in this Agreement obligates ROKMETRO to provide any other services, support or development to Customer that is outside the scope of this Agreement. ROKMETRO shall charge additional fees for service, support and/or development provided to Customer that is outside the scope of this Agreement including, but not limited to, software customizations, integrations with third parties, mobile application development, and additional custom reporting.

7.3 Payment Terms

(a) Invoice Schedule. ROKMETRO will send invoices to the Customer pursuant to the Order Form.

(b) Payment. Customer will pay the amount of each invoice within thirty (30) days of the invoice date. Customer will pay ROKMETRO by direct deposit payment using wire instructions provided by ROKMETRO.

(c) Late Payments. Without prejudice to any other remedies available to ROKMETRO in law or equity: (a) late payments by Customer will be subject to the lesser of one percent (1%) per month, or the highest rate allowed by law, from the original payment due date.

(d) Taxes. All fees payable under this Agreement are net amounts and are payable in full by Customer, and Customer is not entitled to deduct the amount of any taxes, including duties, assessments, value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, or amounts levied in lieu thereof, based on services performed or payments made hereunder, from any payments due to ROKMETRO under this Agreement without
ROKMETRO's prior written consent. Customer is responsible for any federal, state, and local tax arising from its use of the ROKWIRE Platform.

8. TERM AND TERMINATION

8.1 Term. The "**Initial Term**" of this Agreement will commence on the Effective Date set forth in the Order Form and, unless earlier terminated pursuant to the terms of this Agreement, expire on the expiration date set forth on the Order Form (the "**Expiration Date**"). This Agreement will renew for additional thirty (30) day periods (each a "**Renewal Term**") unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or fifteen (15) days prior to the end of a Renewal Term. The "**Term** " of this Agreement will be the Initial Term and Renewal Term (if any).

8.2 Termination.

(a) Termination for Breach. If either Party materially breaches its obligations hereunder, the other Party may terminate this Agreement, at its option and without prejudice to any of its other legal or equitable rights or remedies, by giving the Party who committed the breach fifteen (15) days' prior written notice for failure to make any payment due hereunder or for any other material breaches, unless the notified Party shall have cured the breach within such cure period.

(b) Termination for Financial Reasons. Either Party may terminate this Agreement in the event the other Party: (i) seeks the liquidation, reorganization, dissolution or winding up of itself or the composition or readjustment of all or substantially all of its debts; (ii) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets; (iii) makes a general assignment for the benefit of its creditors; (iv) commences or has commenced against it a case under the U.S. bankruptcy code; or (v) files a petition for relief or otherwise seeks relief from or readjustment of its debts under any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or readjustment of debts (including, without limitation, consenting to the entry of an order for relief in an involuntary bankruptcy case against it).

8.3 Effect of Termination; Survival. Upon the expiration or termination of this Agreement: (i) all obligations of ROKMETRO to provide any and all services hereunder shall immediately terminate, and (ii) all payment obligations that have accrued as of the effective date of expiration or termination and the following Sections will survive any termination or expiration of this Agreement: 4.3, 6.2, 8.3, 9, 10, 11.2, 12, 13, and 14.

9. INTELLECTUAL PROPERTY

9.1 Software is Licensed. Notwithstanding anything to the contrary in this Agreement, it is agreed and understood that Customer's use of the ROKWIRE Platform is governed exclusively by the license to Customer by ROKWIRE.

9.2 Customer Content. Title to and ownership of the Customer Content and all Intellectual Property Rights thereto will, at all times and for all purposes, remain with the Customer.

9.3 Feedback. The Customer will have no obligation to provide Feedback to ROKMETRO. The Customer acknowledges and agrees that if the Customer does provide any Feedback, the Customer agrees to grant and does hereby grant to ROKMETRO a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license to make, use, sell, offer for sale, import, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

10. CONFIDENTIALITY .

10.1 **Definition**. "**Confidential Information**" means any and all technical or business information disclosed by one Party to the other Party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days after any such disclosure; and (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms and conditions of this Agreement are deemed to be the Confidential Information of both Parties.

10.2 **Exclusions**. Information will not be Confidential Information if such information, as the receiving Party can demonstrate: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one that has an obligation of confidentiality with respect to such information; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one that has an obligation of confidentiality with respect to such information; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use or access to the disclosing Party's Confidential Information. The provisions of this Section 10 will not restrict a Party from disclosing the other

Party's Confidential Information to the extent required by any law or regulation; provided that the Party required to make such a disclosure uses reasonable efforts to give the other Party reasonable advance notice of such required disclosure in order to enable the other Party to prevent or limit such disclosure.

10.3 **Restrictions & Obligations**. Neither Party shall use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement or mutually agreed upon in writing by the Parties, nor disclose to any third party any of the other Party's Confidential Information. Each Party shall take precautions to protect the confidentiality of such information that are no less protective than the precautions it takes to protect its own confidential information of like nature and importance, but in any event, no less than reasonable measures. Each Party may disclose the Confidential Information of the other Party to its employees and consultants and who have a bona fide need to know such Confidential Information, but solely to the extent necessary to perform the obligations or exercise the rights granted herein for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other Party's Confidential Information as those set forth in this Agreement, and each Party will be liable for the conduct of its employees, consultants and contractors to the same extent as if such Party had directly engaged in such conduct.

10.4 **Nonsolicitation.** ROKMETRO and Customer acknowledge that, in the course of performing their respective obligations under this Agreement, they may obtain knowledge of or access to employees of each other ("Involved Employees"). The Parties agree that during the term of this Agreement and for a period of one (1) year thereafter neither Party shall solicit, attempt to hire or hire any Involved Employee of the other. This Section 10.4 shall not limit either Party's right to generally advertise open positions.

11. **REPRESENTATIONS & WARRANTIES**

11.1 **Warranties.**

(a) By ROKMETRO. ROKMETRO represents and warrants to the Customer that: (i) it is authorized to enter into this Agreement; (ii) the execution and performance of this Agreement will not conflict with or result in a material breach of the terms of any other agreement to which it is a party; and (iii) it will comply with all laws and regulations applicable to ROKMETRO in the performance of its obligations hereunder, including but not limited to all federal, state and local laws and regulations.

(b) By the Customer. The Customer represents and warrants that: (i) it is authorized to enter into this Agreement; (ii) the execution and performance of this Agreement will not conflict with or result in a material breach of the terms of any other agreement to which it is a party; (iii) it will comply with all laws and regulations applicable to the Customer in the performance of its obligations and exercise of its rights hereunder, including but not limited to all federal, state and local laws and regulations; and (iv) the Customer Content will not infringe, misappropriate, or violate the rights of any third-party, including without limitation Intellectual Property Rights, rights of publicity, and rights of privacy.

11.2 **Disclaimer**. THE WARRANTIES SET FORTH IN SECTION 11.1 ARE IN LIEU OF, AND EACH PARTY HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARISING OUT OF THIS AGREEMENT. EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LICENSOR OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. ROKMETRO DOES NOT WARRANT THAT THE ROKWIRE PLATFORM WILL BE UNINTERRUPTED, ERROR- FREE, OR COMPLETELY SECURE. ROKMETRO MAKES NO REPRESENTATIONS OR WARRANTIES AND WILL HAVE NO, AND HEREBY DISCLAIMS, ANY OBLIGATION HEREUNDER OR LIABILITY ARISING FROM OR CAUSED BY ANY ROKWIRE OR NON-ROKWIRE TECHNOLOGY AND SERVICES (OTHER THAN AS EXPLICITLY SET FORTH HEREIN WITH REGARD TO THE SERVICES BEING PROVIDED BY ROKMETRO UNDER THIS AGREEMENT).

12. **INDEMNIFICATION** .

12.1 **Indemnification by ROKMETRO**. ROKMETRO will defend, indemnify, and hold harmless the Customer and its directors, officers and employees from and against any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any claim, demand, action or proceeding initiated by a third party resulting from: (i) a breach by ROKMETRO of the warranties set forth in Sections 11.1(a); and (ii) grossly negligent acts or omissions or willful misconduct of ROKMETRO or its employees relating to this Agreement. The Customer shall notify ROKMETRO promptly in writing of any such claim and shall give ROKMETRO full control, authority, information, and assistance (at the expense of ROKMETRO) in settling and/or defending such claim; provided that ROKMETRO will not settle any such claim in a manner that imposes any obligation or admits guilt on behalf of the Customer. ROKMETRO shall have no liability whatsoever with respect to any claims settled by the Customer without ROKMETRO's prior written consent.

12.2 **Indemnification by the Customer**. The Customer shall indemnify, defend and hold harmless ROKMETRO and its directors, officers and employees from and against any liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of any claim, demand, action, or proceeding initiated by a third party to the extent caused by: (i) a breach by a Customer of the warranties set forth in Section 11.1(b); (ii) grossly negligent acts or omissions or willful misconduct of the Customer, its employees, or subcontractors relating to this Agreement; (iii) the Customer Technology or Non- ROKWIRE Technology and Services (other than with respect to the ROKWIRE Platform); and (iv) Users dissatisfied with their experience or transactions involving the services and other offerings at the Community. ROKMETRO shall notify the Customer promptly in writing of any such claim and shall give the Customer full control, authority, information, and assistance (at the expense of Customer) in settling and/or defending such claim; provided that Customer will not settle any such claim in a manner that imposes any obligation or admits guilt on behalf of ROKMETRO. The Customer shall have no liability whatsoever with respect to any claims settled by ROKMETRO without the Customer's prior written consent.

12.3 **Indemnity Carve-outs**. ROKMETRO shall have no obligation under Section 12.1 if and to the extent that such claim arises from the ROKWIRE Platform or portions or components thereof.

13. **LIMITATION OF LIABILITY** . EXCEPT FOR A BREACH OF SECTIONS 4.3, OR 10, AND THE INDEMNIFICATION OBLIGATIONS IN SECTION 12: (A) IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THE ROKWIRE PLATFORM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: AND (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE AMOUNTS DUE THE THEN-CURRENT INITIAL TERM OR RENEWAL TERM AGREEMENT. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. **MISCELLANEOUS.**

14.1 **Publicity**. Upon execution of this Agreement, the Parties shall issue a mutually agreed upon press release announcing the relationship governed by this Agreement and may identify the Customer as a ROKMETRO customer in its marketing materials, press releases, and on its website.

14.2 **Assignment**. No Party may assign or transfer this Agreement without the other Party's prior written consent except that ROKMETRO may, without the Customer's consent, assign this Agreement to a successor in interest as a result of a corporate reorganization or a merger or other acquisition transaction involving ROKMETRO, or a sale of all or substantially all of the assets of ROKMETRO relating to the subject matter of this Agreement. Any attempted assignment by a Party in violation of this Section will be null and void. Except as above limited, this Agreement is binding upon and will inure to the benefit of each of the Parties, its successors and permitted assigns.

14.3 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws principles. The Parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Delaware, and the Parties hereby irrevocably consent to the personal jurisdiction and venue therein.

14.4 **Injunctive Relief**. Each Party acknowledges that the unauthorized use or disclosure of the disclosing Party's Confidential Information or Intellectual Property Rights would cause the disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party will have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information or Intellectual Property Rights, in addition to any other rights and remedies that it may have at law or otherwise.

14.5 **Relationship**. The Parties hereto are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party hereto (nor any agent or employee of such Party) will make any representations or warranties or incur any obligation on behalf of the other.

14.6 **Force Majeure**. ROKMETRO will not be in breach or liable for under this Agreement resulting from failure to perform hereunder, including but not limited to delay in delivery of the ROKWIRE Platform or inaccessibility of the ROKWIRE Platform, when such failure, delay or inaccessibility is due to causes beyond the reasonable control of ROKMETRO, including without limitation, supplier delay, force majeure, act of God, labor unrest, fire, explosion or earthquake (a "***Force Majeure Event***").

14.7 **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

14.8 **Waiver**. No delay or omission by a Party hereto to exercise any right occurring upon any noncompliance or default by another Party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by one of the Parties hereto of any of the covenants, conditions or agreements to be performed by one of the other Parties will not be construed to be a waiver of any subsequent breach thereof or of any covenant, condition or agreement contained herein.

14.9 **Notices**. Any notices to be provided hereunder will be deemed delivered: (i) five (5) calendar days after deposit in certified or registered mail; (ii) three (3) calendar days after deposit with a national overnight courier or one (1) business day after confirmation of delivery by such courier; or (iii) upon delivery if delivered in person or by messenger, in each case, addressed to the following addresses (or such other address as any Party may be notified of as described above):

(a) If to ROKMETRO:
60 Hazelwood Dr Champaign, IL 61820
Email: JP@ROCKMETRO.COM

(b) If to Customer:

As provided in the Order Form

14.10 **Entire Agreement; Counterparts**. The exhibits attached hereto are incorporated herein by reference. This Agreement (including all exhibits attached hereto) sets forth the complete, exclusive and final statement of the agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the Parties regarding such subject matter. ROKMETRO hereby rejects any terms or conditions in the Customer purchase orders or in any other Customer communication that conflict with or that purport to add to or modify this Agreement. All such terms and conditions will be deemed stricken and will be null and of no effect. This Agreement may only be modified or amended, or any rights under it waived, by a written document executed by ROKMETRO and Customer. This Agreement may be executed in two or more counterparts, each of which will be deemed an

original, but all of which together shall constitute one and the same instrument.

SCHEDULE A

Hosted Services

- Cloud-based services necessary to implement and provide the ROKWIRE Platform and its integrations.

- Standard event reports and NOC monitoring services.

- Data Services – Data storage for ninety (90) days.

Customer Obligations

- Connectivity – Customer must provide sufficient connectivity to its mobile application and ROKWIRE Platform, such that ninety-eight percent (98%) of all Users can access the ROKWIRE Platform Features and Functionality at any given time through Ethernet, WiFi and/or DAS. Customer acknowledges that without such connectivity, ROKMETRO cannot provide complete functionality or possibly any of the functionality on the ROKWIRE Platform delineated in this Schedule A.

- Non-ROKWIRE Technology & Services – Customer will be responsible for any and all issues related to any Non-ROKWIRE Technology & Services including, but not limited to, Priority Situations as defined in Schedule B .

- Customer Deliverables – Customer will be responsible for content, digitals assets, use cases or other materials as requested by ROKMETRO, for which Customer represents Customer has rights.

- Equipment – Customer will procure the equipment, software license and support plan for all Non-ROKWIRE Technology and Services under this Agreement for on-site deployment.

- Project Manager – Customer will be responsible for assigning a Project Manager from its staff to be the primary point of contact with ROKMETRO for all issues related to this Agreement. Project Manager will be responsible for managing all Customer Obligations, implementation of the ROKWIRE Platform from the Customer's side, reporting all Priority Situations, and making any requests for work outside the scope of this Agreement.

SCHEDULE B

Maintenance & Service

1. ROKMETRO shall attempt to provide ROKWIRE Platform availability to Customer 99% of each calendar month ("**Uptime Commitment**") commencing with the first full calendar month throughout the Term. Such availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a given month from the total number of minutes in the applicable month, and dividing the foregoing by the total number of minutes in that month (i.e., (total monthly minutes – cumulative minutes of Downtime) / total monthly minutes).

2. **Calculation of Downtime.**

   a. Downtime. "**Downtime**" shall mean the ROKWIRE Platform is not available to Customer.

   b. Exclusions.

   i. Scheduled maintenance (up to 8 hours per calendar month) otherwise resulting in Downtime shall not be included in the definition of Downtime. All scheduled maintenance shall only be conducted after supplying Customer two (2) days advance notice except emergency maintenance. To the extent that, in the aggregate, ROKMETRO conducts maintenance on the ROKWIRE Platform resulting in Downtime in excess of the permitted time, or outside of the scheduled windows, then such Downtime shall be included in the calculation of Downtime.

   ii. Any ROKWIRE Platform unavailability caused by Non-ROKWIRE Technology and Services or other factors that are completely outside of the control of ROKMETRO shall not be considered Downtime. (Amazon AWS Outage, WiFi Outage at Customer, etc.)

   iii. Any ROKWIRE Platform unavailability caused, directly or indirectly, by Customer or any of Customer's third-party vendors.

3. **Response and Resolution Times for Services.** ROKMETRO agrees to respond to a report by Customer (given in accordance with the following Section 4 hereof) of any of the following "Priority Situations" within the stated Response Time and use its reasonable best efforts to fix such situations and underlying issues within the Target Maximum Fix Time as set forth in the matrix below:

Priority Situation	Response Time	Correction (Workaround) Target
Priority I – The platform is down or major malfunction resulting in a product inoperative condition	1 hour	One Day
Priority II – Critical loss of platform functionality or performance resulting in a high number of users unable to perform their normal functions. The platform is usable but severely limited.	2 hours	5 Business Days
Priority III –Moderate loss of platform functionality or performance resulting in multiple users impacted in their normal functions. Minor function/product failure. Difficulty integrating. Customer is able to access almost all functions.	4 hours	10 Business Days

Priority IV – Minor loss of application functionality, product feature requests, how-to questions. The issue consists of "how-to" questions including issues related to one or multiple modules and integration, installation and configuration inquiries, enhancement requests, or documentation questions.	Same Day	Commercially Reasonable Effort

4. **Incident Reporting and Escalation**

    a. Customer should report each Priority Situation and other incidents ("Incidents") to ROKMETRO by sending an agreed upon notification method(s) describing the incident and the contact information of the person reporting the Incident to the ROKMETRO contact provided for in the Order Form.

    b. Escalation is the process used by Customer if any of the expectations of incident response times set forth in the table below are not met. If an escalation contact cannot be reached within 30 minutes, the Customer may request an escalation to the next level.

SUPPORT ESCALATION			
Priority Situation	Level	Expectation not met	ROKMETRO Escalation Contacts
Priority I	1st Escalation	Immediate	Technical Support Engineer
	2nd Escalation	2 hours	Customer Support Engineer
	3rd Escalation	4 hours	Head of Support
Priority II	1st Escalation	Immediate	Technical Support Engineer
	2nd Escalation	4 hours	Customer Support Engineer
	3rd Escalation	8 hours	Head of Support
Priority III & IV	1st Escalation	2 Hours	Technical Support Engineer
	2nd Escalation	4 hours	Customer Support Engineer
	3rd Escalation	8 hours	Head of Support

THE TERMS AND CONDITIONS OF THIS SCHEDULE B GOVERN THE PROVISION OF SUPPORT SERVICES BY ROKMETRO AND ARE NOT A PRODUCT WARRANTY.