6 June 2017

Mr. Chris Reid

SVP of Partner Development

MomentFeed

2644 30th Street Suite 101

Santa Monica CA 90405

**Agreement Between MomentFeed and Adventace®**

**for Provision of Adventace Methods™ (“Agreement”)**

Dear Chris:

I am very pleased to be providing MomentFeed with Adventace® training programs and related services. Based on our discussions, MomentFeed and Adventace agree as follows:

**1. Provision of Adventace® Methods (“AM”)**

Adventace® provides a comprehensive methodology, Adventace Methods (“AM”), comprised of a number of Training Programs and Services (“AM Programs”). This Agreement incorporates the standard terms and conditions for the use of any AM Programs, including those needed by MomentFeed now or that may be in the future. As such, Adventace will provide any AM Programs subject to the Standard Terms and Conditions set forth in Attachment A, which is made a part of this Agreement.

**2. Adventace® Deliverables**

When an AM Program is conducted, Adventace will provide MomentFeed with materials appropriate to that Program, including training manuals, sales and sales management forms, and customized knowledge tools.

**3. AM Programs Being Provided, Fee Schedule and Dates**

Adventace will customize and subsequently deliver a 3-day Winning Major Opportunities program (“WMO”), a 1-day High Performance Sales Management program (“HPSM”), a 1-day Knowledge Library program, and Management Reviews anticipated to be delivered during August and September 2016. The fee schedule is shown in Attachment B. Note that the normal minimum number of students for WMO is 15, but Adventace will reduce the minimum to 10 to accommodate MomentFeed’s actual personnel numbers.

**4. Invoicing**

An electronic invoice along with supporting documentation will be sent to MomentFeed approximately one week after AM Programs. Payment must be received within 30 days of your receipt of an invoice. MomentFeed agrees to pay a late fee of 1.5% per month on the total invoice amount outstanding if invoice payment is not received within 30 days, and then until payment is received.

**5. Program Postponements or Cancellation**

The execution of Adventace programs requires a significant commitment of resources. Cancellation or postponement of a Program has significant impact on the Adventace people who had committed to it. Therefore, if any program is canceled or postponed within 30 days of the scheduled start date, Adventace reserves the right to receive a payment from MomentFeed of 25% of the minimum fees for that program.

Chris, I look forward to providing a highly successful program for your team!

Sincerely yours,



Robert W. Junke

AGREED:

|  |  |
| --- | --- |
| By:  | By:  |
| Authorized Signature | Authorized Signature |
|  |  |
| Chris Reid | Robert W. Junke |
| MomentFeed, Inc. | Adventace®, LLC |
|  |  |
| Date:  | Date:  |

**Attachment A**

ADVENTACE® Methods

STANDARD TERMS AND CONDITIONS

1. License. Subject to the terms of this Agreement, Adventace grants MomentFeed a non-exclusive, non-transferable, revocable, license solely to use, reproduce, and distribute in print and electronic form, the Adventace® Methods (AM) Materials, including the AM Forms (as defined below), solely in connection with the sales and management functions of MomentFeed’s own internal business. MomentFeed shall not transfer or sublicense any of the rights granted to MomentFeed hereunder in any manner whatsoever. “AM Forms” are forms used internally on an ongoing basis by sellers, managers, and executives in support of the conduct of their daily activities for items such as opportunity assessment, opportunity management, pipeline management, forecast management, development of sellers and/or development of managers. AM Forms may include the following AM Materials, depending on the components of the AM licensed by MomentFeed: Prospecting and Account Penetration Scripts, Prospecting and Account Penetration Letters, Solution Development Tools, Letter of Understanding, Action Plans, Pipeline Balance Algorithm, Pipeline Analyzers, Skill Analyzers, Capability Assessment Criteria, Personal Development Plan, and other such forms. All AM Materials are and shall remain the sole and exclusive property of Adventace, and all rights not expressly granted to MomentFeed herein are reserved to Adventace.
2. Restrictions. The rights granted to MomentFeed herein are subject to the following restrictions: (a) MomentFeed will not delete any copyright or trademark notices from copies of the AM Materials; (b) MomentFeed shall not copy, modify, alter, adapt, reverse engineer, or prepare derivative works of any of the AM Materials, provided that MomentFeed shall be permitted to make an unlimited number of print or electronic copies of any of the AM Forms solely for internal use by MomentFeed’s employees in the sales and sales management functions of MomentFeed’s own business purposes, but not to distribute in any manner to any third party; (c) MomentFeed shall not reproduce, copy or incorporate any of the AM Materials into any type of electronic or distance learning or any other computer software program including but not limited to operating systems, application programs, applets, scripts, software tools, firmware, mobile devices, and/or imbedded software, including both object code and source code versions thereof and including on MomentFeed’s web site or any other web site without the express written authorization of Adventace; (d) MomentFeed will not, and MomentFeed will take reasonable steps to ensure that none of its employees or agents will, disclose to any third party any AM Materials except as expressly permitted by this Agreement (provided that MomentFeed shall remain ultimately responsible for any unauthorized use or disclosure by any of its employees or agents); (e) MomentFeed shall immediately return the AM Materials and all copies then in its possession (or destroy such copies and provide Adventace with an affidavit signed by an officer of the Company attesting to such destruction) if MomentFeed ceases use of the AM Materials, or upon termination of this Agreement for any reason; (f) MomentFeed shall not record or permit the recording in any form or media whatsoever, of any training program or engagement related to the AM Materials without the express written authorization of Adventace; and (g) MomentFeed shall not provide any training in the AM Materials to its employees or otherwise without the express written authorization of Adventace.
3. Trademarks and Trade Dress; Infringement. MomentFeed acknowledges and agrees that Adventace has not granted MomentFeed any rights to use any trademarks or trade dress of Adventace (collectively the “Adventace Marks”), without its prior written consent, except as contained in the AM Materials, or as otherwise may be expressly permitted herein. Any goodwill accruing from MomentFeed’s use of the Adventace Marks shall inure solely to the benefit of Adventace. MomentFeed will not attempt to register any Adventace Marks in MomentFeed’s name. In the event that MomentFeed becomes aware that an unauthorized use or infringement of the AM Materials or the Adventace Marks has occurred or is likely to occur, MomentFeed shall promptly notify Adventace and provide reasonable assistance to Adventace in stopping such infringement, or in any action Adventace may bring against an infringer, provided that Adventace shall reimburse MomentFeed for its reasonable expenses incurred in providing such assistance.
4. Miscellaneous. This Agreement shall remain in effect unless terminated earlier upon written notice by MomentFeed to Adventace, or immediately upon written notice to MomentFeed by Adventace of a breach of any of the terms of this Agreement. MomentFeed acknowledges that any breach of this Agreement is likely to cause Adventace substantial and irrevocable damage and therefore, in the event of any such breach, MomentFeed agrees that Adventace, in addition to such other remedies, which may be available, shall be entitled to specific performance and other injunctive relief. Sections 2, 3 and 4 shall survive the termination of this Agreement for any reason. This Agreement shall be governed by the laws, and in the state and federal courts of the Commonwealth of Pennsylvania, and the parties submit to the exclusive personal jurisdiction and waive any objection to the venue of such courts. No failure or delay by either party to exercise any right or remedy shall constitute a waiver of rights or remedies under this Agreement. MomentFeed may not assign this Agreement, without the prior written consent of Adventace. Adventace may assign this Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter of the Agreement. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge is sought.

**Attachment B**

**Summary Fee Schedule**[[1]](#footnote-1) **[[2]](#footnote-2)**

|  |  |  |
| --- | --- | --- |
| **Item** | **Fees** | **Estimated Fee** |
| **Basis** | **Estimated @** |
| Winning Major Opportunities (WMO) | Customize & Build | $3,250/day | 2 days max | $6,500 |
| Pre-WMO Webinar | $400/webinar | 1 webinar | $400 |
| Deliver | $600/person/day | 3 days = $1,800/person. Assume 13 people[[3]](#footnote-3) | $23,400 |
| High Performance Sales Management | $1,600/person  | 4 webinars @ $1,600/person or 1-day onsite directly following workshop | $1,600 |
| Management Reviews | $400/webinar | 4 webinars | $1,600 |
| Knowledge Library | $3,250/day | 1 day | $3,250 |
| **Total** | $36,750 |

1. Travel expenses will be billed at cost. [↑](#footnote-ref-1)
2. Manual production and delivery will be billed at cost. [↑](#footnote-ref-2)
3. SVP of Marketing can attend at no cost [↑](#footnote-ref-3)