6 June 2017

Mr. Chris Reid

SVP of Partner Development

MomentFeed

2644 30th Street Suite 101

Santa Monica CA 90405

**Supplement Sheet for the Adventace Sales Management System™**

Dear Chris,

This Supplement Sheet is an addendum to the License Agreement for the Adventace Sales Management System™ Terms and Conditions (“Agreement”) agreed to by MomentFeed (“MomentFeed”) for MomentFeed’s use of the Adventace Sales Management System™ (“SMS”), which is being provided by Adventace, LLC (“Adventace”).

**Installation and Configuration**

SMS should be installed and configured by MomentFeed by following the procedures in the [Adventace SMS™ Installation & Configuration Guide](http://adventace.com/adventace-company/adventace-sales-management-system-configuration).

**Functional Specifications**

SMS will perform the functions described in the Functional Specifications found at [SMS Functional Specifications](http://adventace.com/adventace-company/adventace-sales-management-system-functional-specifications).

**Issue Resolution and Communications**

For a period of two months after MomentFeed installs SMS, if an issue is identified by MomentFeed, then both MomentFeed and Adventace® agree to take the following steps:

1. MomentFeed user identifies an issue and informs MomentFeed’s Salesforce.com Administrator.
2. MomentFeed’s Salesforce.com Administrator informs Mark Populorum by telephone and/or email (O: +1 630-653-6471, M: +1 630-235-9768, E: mark.populorum@adventace.com).
3. Adventace assigns a case number and level of severity, per the Agreement.
4. Within 1 day of assigning a case number, Adventace will fix the issue, identify a plan to resolve it, or other such remedy, at the sole discretion of Adventace.

Also during these two months, periodic meetings via conference call or webinar will be scheduled to review status and address issues, should they arise. The initial meeting will be scheduled before the Sales Team “goes live” with SMS.

After this period, procedures described in the Agreement will be followed.

**Onboarding**

Adventace will provide the Onboarding Webinars shown below. The duration of each webinar is approximately 90 minutes.

1. *Installation and Configuration* for MomentFeed’s Salesforce Administrator,
2. *Managing & Customizing SMS* for MomentFeed’s Salesforce Administrator,
3. *Using SMS* for MomentFeed’s Sales Team
4. Note: *Using SMS for Sales Managers* will not be provided as part of the Onboarding program because it will be integrated into the High Performance Sales Management workshop for MomentFeed’s Sales Managers.

**Fees**

**License Fees**

A “Contract Year” means a twelve-month period from January 1 through December 31 of any calendar year.

**SMS License Fees**

The SMS license fee schedule will be as follows:

* + From the date of the onboarding webinar, *Using SMS* for MomentFeed’s Sales Team, through the end of 2016: Pricing at $50/license/month,
	+ 2017:  Pricing will continue at $50/license/month,
	+ Thereafter, with a minimum of 60 days advance notice before the start of a new Contract Year, Adventace will notify MomentFeed of any License Fee changes before those License Fee changes take effect.

**Conga License Fees**

The Conga License Fee is $15/license/month. Adventace will notify MomentFeed of any Conga License Fee changes with a minimum of 60 days advance notice before the start of a new Contract Year.

**Onboarding Fees**

Onboarding fees for the three webinars noted above are $1,500.

**Service Fees**

MomentFeed may request additional services that could include customization work, development work, supplementing MomentFeed’s resources, or technical assistance on issues that are not SMS-related. Fees for such services will be invoiced to MomentFeed at $195 per hour. With a minimum of 60 days advanced notice, Adventace will notify MomentFeed of any Service Fee changes before those Service Fee changes take effect.

**Invoices**

License Fees and Service Fees are due net 30 days from MomentFeed’s receipt of an invoice. MomentFeed will provide complete and accurate billing and contact information to Adventace and notify Adventace of any changes to such information. If payment on an invoice is not received by the due date, then, at the discretion of Adventace, those charges may accrue late interest fees at the rate of 1.5% of the outstanding balance per month.

**License Invoices**

Adventace will send MomentFeed electronic invoices:

* Upon delivery of the onboarding webinar, *Using SMS* for MomentFeed’s Sales Team, prorated for payment of fees due for the remainder of 2016.
* For succeeding Contract Years, 30 to 45 days prior to the end of an upcoming Contract Year.

Adventace will initially invoice MomentFeed for 50 licenses. If additional licenses are required during a Contract Year they will be billed to MomentFeed at the same price as the underlying pricing, prorated for the portion of that Contract Year remaining at the time the licenses are added, and any added licenses will terminate on the same date as the underlying licenses. Invoices will be sent for any license added.

Licenses will automatically renew for an additional Contract Year, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Contract Year. Payment obligations are non-cancelable. Fees paid are non-refundable. The number of licenses purchased cannot be decreased during the relevant Contract Year. MomentFeed agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Adventace regarding future functionality or features.

**Release of Proprietary Technology**

Adventace agrees to grant MomentFeed access to the Proprietary Technology, as defined in the Agreement, solely under the limited circumstances constituting a “Release Event”. A"Release Event" means the occurrence of either of the following conditions:

* Adventace becomes bankrupt, insolvent or the subject of receivership, or
* Adventace fails to continue its business in the ordinary course, provided, however, that if a third party continues the operation of Adventace’s business then this shall not be considered a Release Event.

MomentFeed will provide Adventace with written notice of the occurrence of a Release Event if MomentFeed believes that such a Release Event has occurred ("Release Event Notice").

Adventace will have fourteen (14) calendar days following the date of receipt of the Release Event Notice to provide a written notice objecting to the release of the Proprietary Technology on the grounds that the applicable Release Event has not occurred or has been cured ("Objection Notice"). Thereafter, the dispute as to whether a Release Event occurred shall be resolved pursuant to the Agreement.

Upon release of Proprietary Technology, MomentFeed’s only right in the Proprietary Technology will be to use the Proprietary Technology solely within the scope of rights granted to MomentFeed under the Agreement. MomentFeed agrees to bear any fees associated with the Release of the Proprietary Technology. All other terms and conditions of the Agreement remain in full force and effect.

**Additional Terms**

There are no additional terms.

Thank you Macon! We look forward to a highly successful rollout of SMS.

Sincerely,



Robert W. Junke

AGREED:

|  |  |
| --- | --- |
| By:  | By:  |
| Authorized Signature | Authorized Signature |
|  |  |
| Macon A. Albertson | Robert W. Junke |
| President | CEO |
| MomentFeed | Adventace®, LLC |
| Date:  | Date:  |