5 September 2013

Mr. Allen Jones

Vice President of Sales

ABC

Via Email

## **Letter Agreement between ABC and Adventace® for Provision of Adventace® Methodology**

Dear Allen:

I am very pleased to be providing ABC with our Winning Major Opportunities (WMO) Program, a key component of the Adventace® Methodology. ABC and Adventace agree as follows:

**1. Provision of Adventace® Methodology (AM)**

Adventace® will provide ABC with AM Programs, subject to the terms of this Agreement, and the Standard Terms and Conditions set forth in Attachment A, which is attached and made a part of this Agreement.

**2. Adventace® Deliverables**

When a workshop is conducted, Adventace® will provide ABC with materials appropriate to the Program being provided, including training manuals, sales and sales Management forms, and customized knowledge tools.

**3. Fee Schedule and Dates**

We will provide ABC with a 3-day pilot WMO Program commencing on Tuesday, 1 October 2013. As discussed, the minimum number of students for this program is 15 and the maximum is 30. The fee schedule is shown in Attachment B.

**4. Invoicing**

An electronic invoice along with supporting documentation will be sent to you approximately one week after an engagement. Payment must be received within 30 days of your receipt of an invoice. ABC 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, we would require a payment to Adventace of 25% of the minimum fees for that program, based on the minimum number of students or daily consulting rate.

**6. Adventace Marketing Communications**

Subject to ABC’s prior written approval, not to be unreasonably withheld, ABC grants Adventace the right to:

* Issue press releases and other such communications pieces regarding ABC’s use of the AM Programs,
* Display the ABC name and/or logo on the Adventace web site, and
* Utilize testimonials that we may receive on our web site and in other communications pieces.

Allen, we look forward to providing a highly successful workshop for your team!

Sincerely yours,



Robert W. Junke

AGREED:

|  |  |
| --- | --- |
| By:  | By:  |
| Authorized Signature | Authorized Signature |
|  |  |
| Allen Patrick | Robert W. Junke |
| ABC | Adventace®, LLC |
|  |  |
| Date:  | Date:  |

**Attachment A**

ADVENTACE® Methodology

STANDARD TERMS AND CONDITIONS

1. License. Subject to the terms of this Agreement, Adventace grants ABC a non-exclusive, non-transferable, revocable, license solely to use, reproduce, and distribute in print and electronic form, the Adventace® Methodology (AM) Materials, including the AM Forms (as defined below), solely in connection with the sales and management functions of ABC’s own internal business. ABC shall not transfer or sublicense any of the rights granted to ABC 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 ABC: 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 ABC herein are reserved to Adventace.
2. Restrictions. The rights granted to ABC herein are subject to the following restrictions: (a) ABC will not delete any copyright or trademark notices from copies of the AM Materials; (b) ABC shall not copy, modify, alter, adapt, reverse engineer, or prepare derivative works of any of the AM Materials, provided that ABC shall be permitted to make an unlimited number of print or electronic copies of any of the AM Forms solely for internal use by ABC’s employees in the sales and sales management functions of ABC’s own business purposes, but not to distribute in any manner to any third party; (c) ABC 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 ABC’s web site or any other web site without the express written authorization of Adventace; (d) ABC will not, and ABC 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 ABC shall remain ultimately responsible for any unauthorized use or disclosure by any of its employees or agents); (e) ABC 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 ABC ceases use of the AM Materials, or upon termination of this Agreement for any reason; (f) ABC 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) ABC 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. ABC acknowledges and agrees that Adventace has not granted ABC 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 ABC’s use of the Adventace Marks shall inure solely to the benefit of Adventace. ABC will not attempt to register any Adventace Marks in ABC’s name. In the event that ABC becomes aware that an unauthorized use or infringement of the AM Materials or the Adventace Marks has occurred or is likely to occur, ABC 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 ABC for its reasonable expenses incurred in providing such assistance.
4. Miscellaneous. This Agreement shall remain in effect unless terminated earlier upon written notice by ABC to Adventace, or immediately upon written notice to ABC by Adventace of a breach of any of the terms of this Agreement. ABC 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, ABC 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. ABC 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**

**Fee Schedule[[1]](#footnote--1) for WMO Pilot Program**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Fees** |
| Customization | Customize program to fit your buyers, products, services, and particular sales processes identified  | 1-2 days max @ $2,500/day |
| Webinar | Introductory concepts and team assignments | $375 |
| Core 3-Day WMO Program | Processes including buyer alignment & buying model, opportunity identification, sales call, sell cycle. Role-play and case study exercises | $600/person/day |
| Optional Program @ Later Date: Opportunity Assessment & Management | Management Opportunity Review (MORE), assess ability to win, identify competitor strengths and weaknesses Vs. ABC, identify buyer preferences and improve preferences of “at risk” buyers, elect appropriate strategy & deploy tactical plan, manage resources | $600/person/day |

1. Fees include services of Instructor and Instructor’s Assistant. Travel expenses and manual expenses will be billed at cost. [↑](#footnote-ref--1)