Tobias Andersson

Vice President, Worldwide sales

Fält Communications

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**Supplement Sheet**

This Supplement Sheet is a supplement to the License Agreement for the Adventace Sales Management System™ (“Agreement”) agreed to by Fält Communications (“FC”) for use of the Adventace Sales Management System™ (“SMS”), which is being by provided by Adventace, LLC (“Adventace”).

**Installation and Configuration**

SMS should be installed and configured by FC 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 three months after FC installs SMS, if an issue is identified by FC, then both FC and Adventace® agree to take the following steps:

1. FC user identifies an issue and informs FC’s Salesforce.com Administrator.
2. FC’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.

For a period of three months after FC installs SMS, weekly conference calls will be scheduled to discuss the status of FC’s use of SMS and also any outstanding issues.

After the three-month period following installation of SMS, procedures described in the Agreement will be followed.

**Training**

Adventace will provide two webinar-based training sessions, one for FC’s Salesforce.com Administrator(s) and one for your sales team. Each webinar will run approximately 90 minutes.

**Release of Proprietary Technology**

Adventace agrees to grant FC 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.

FC will provide Adventace with written notice of the occurrence of a Release Event if FC 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, FC’s only right in the Proprietary Technology will be to use the Proprietary Technology solely within the scope of rights granted to FC under the Agreement. FC 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.

**Fees**

**SMS License Fees**

The SMS license fee schedule will be as follows:

* + From the date of execution of this Supplement Sheet through the end of 2016: $50/license/month,
	+ 2017:  Pricing at 50% of the current market price at that time,
	+ 2018:  Pricing at 75% of the current market price at that time,
	+ One webinar-based training session for your sales team, and one for your Salesforce Administrator(s) will be provided at $400/webinar.

**SMS Service Fees**

SMS service-related activities that are fee based include:

* Customization projects requested by FC
* Assistance requested by FC due to FC resource constraints.  Included but not limited to this would be:
	+ Configuring SMS in FC’s sandbox
	+ Release testing in FC’s sandbox
* Work requested by Newforma due to the need for special expertise
* Work on a production problem that was not the direct result of a problem with an Adventace application.

The Fee Schedule is $1,800/day.

**Invoicing**

**SMS License Invoices**

A “Contract Year” means a twelve-month period from January 1 through December 31 of any calendar year. Adventace will send FC electronic invoices:

* Upon execution of this Supplement Sheet for payment of fees due for the remainder of 2015.
* Approximately 30 days prior to the end of an upcoming Contract Year.

Adventace will invoice FC for either 20 licenses or the actual number of licenses being used by FC if that number is greater than 20 licenses. If the number of licenses required by FC exceeds 20, additional licenses may be added during a Contract Year 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.

FC will provide complete and accurate billing and contact information to Adventace and notify Adventace of any changes to such information.

Licenses for the years 2015 through 2018 cannot be canceled and will automatically renew for an additional Contract Year. Thereafter 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.

FC 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.

**Service Fee Invoices**

Service fees will be billed monthly and are due net 30 days from FC’s receipt of an invoice.

**Late Fees**

If an amount invoiced is not received by Adventace by the due date, then those charges may accrue late interest fees at the rate of 1.5% of the outstanding balance per month.

**Recommendations from FC**

In return for the fee structure that Adventace is providing to FC:

* FC will provide a minimum of 5 reviews on Adventace’s Salesforce.com Appexchange page, which can be found at [Adventace SMS AppExchange](https://appexchange.salesforce.com/listingDetail?listingId=a0N300000016YXHEA2), at least two of which will be provided by Sales Managers and/or Executives.
* Adventace will have the right to use those recommendations in various marketing and promotional pieces.
* FC grants Adventace the right to:
* Issue press releases and other such communications pieces regarding FC’s use of SMS, subject to FC’s prior written approval, not to be unreasonably withheld or delayed;
* Display the FC name and/or logo on the Adventace web site, and
* Utilize testimonials Adventace may receive from FC on its web site and in other marketing and communications pieces.

**Additional Terms**

There are no additional terms.

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

Sincerely,



Robert W. Junke

AGREED:

|  |  |
| --- | --- |
| By:  | By:  |
| Authorized Signature | Authorized Signature |
|  |  |
| Tobias Andersson | Robert W. Junke |
| Vice President, Worldwide Sales | CEO |
| Fält Communications | Adventace®, LLC |
| Date:  | Date:  |