

**ADVENTACE® HIGH PERFORMANCE SALES ENVIRONMENT METHODOLOGY
CLIENT STANDARD TERMS AND CONDITIONS AGREEMENT**

This Agreement is between Adventace, LLC (“Adventace”) and you regarding the Adventace sales and sales management methodology known as the High Performance Sales Environment (the “HPSE”), and HPSE materials, including but not limited to all printed and electronic materials received by you from Adventace or Adventace’s associates and/or agents (the “Materials”). “You” means the company, entity (including such company or entity’s employees and/or agents), or individual acquiring the Materials for use in the Adventace seminars, workshops, and consulting activities (the “Programs”). In consideration of Adventace providing you with the Materials, you and Adventace agree as follows:

1. License. Subject to the terms of this Agreement, Adventace grants to Client a non-exclusive, non-transferable, revocable, license solely to use, reproduce, and distribute in print form only, the HPSE Materials, including the HPSE Forms (as defined below), solely in connection with the sales and management functions of Client’s own internal business. Client shall not transfer or sublicense any of the rights granted to Client hereunder in any manner whatsoever. “HPSE 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. HPSE Forms may include the following HPSE Materials, depending on the components licensed by client: Account Alignment Planning Tool, Prospecting Scripts, Prospecting Letters, Solution Development Tool, Letter of Understanding, Action Plan, Total Quality Opportunity Management, Sales Call Observation Worksheet, Opportunity Analyzer, Pipeline Balance Algorithm, Pipeline Analyzer, Skill Analyzer, Capability Assessment Criteria, Personal Development Plan, and other such forms. All HPSE Materials are and shall remain, the sole and exclusive property of Adventace, and all rights not expressly granted to Client herein are reserved to Adventace.
2. Restrictions. The rights granted to Client herein are subject to the following restrictions: (a) Client will not delete any copyright or trademark notices from copies of the HPSE Materials; (b) Client shall not copy, modify, alter, adapt, reverse engineer, or prepare derivative works of any of the HPSE Materials, provided that Client shall be permitted to make an unlimited number of print copies of any of the HPSE Forms solely for internal use by Client’s employees in the sales and sales management functions of Client’s own business purposes, but not to distribute in any manner to any third party; (c) Client shall not reproduce, copy or incorporate any of the HPSE 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 Client’s web site or any other web site without the express written authorization of Adventace; (d) Client will not, and Client will take reasonable steps to ensure that none of its employees or agents will, disclose to any third party any HPSE Materials except as expressly permitted by this Agreement (provided that Client shall remain ultimately responsible for any unauthorized use or disclosure by any of its employees or agents); (e) Client shall immediately return the HPSE 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 Client ceases use of the HPSE Materials, or upon termination of this Agreement for any reason; (f) Client shall not record or permit the recording in any form or media whatsoever, of any training program or engagement related to the HPSE Materials without the express written authorization of Adventace; and (g) Client shall not provide any training in the HPSE Materials to its employees or otherwise without the express written authorization of Adventace.
3. Trademarks and Trade Dress; Infringement. Client acknowledges and agrees that Adventace has not granted Client 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 HPSE Materials, or as otherwise may be expressly permitted herein. Any goodwill accruing from Client’s use of the Adventace Marks shall inure solely to the benefit of Adventace. Client will not attempt to register any Adventace Marks in Client’s name. In the event that Client becomes aware that an unauthorized use or infringement of the HPSE Materials or the Adventace Marks has occurred or is likely to occur, Client 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 Client for its reasonable expenses incurred in providing such assistance.

4. Miscellaneous. This Agreement shall remain in effect unless terminated earlier upon written notice by Client to Adventace, or immediately upon written notice to Client by Adventace of a breach of any of the terms of this Agreement. Client 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, Client 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. Client 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.

AGREED:

Client Name: _____

ADVENTACE, LLC

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address: _____

Telephone Number: _____