RESELLER AGREEMENT

between

RunLab Training, LLC

And

_____
[Name]

_____

This Reseller Agreement ("Agreement") dated as of _____ ("Effective Date"), sets forth the terms and conditions under which the parties agree that RunLab Training, LLC with primary offices located at 410 Pressler St Austin Texas 78703 ("RunLab") shall grant _____ with primary offices located at _____ (the "Reseller") certain rights to (i) use, market and license certain of RunLab's Technology and related documentation as listed on Attachment A in accordance with the Agreement; and (ii) provide support services (as more specifically described on Attachment A) (the "Services") to the End Users (as defined in Section 1).

Scope of Agreement

Reseller's rights hereunder are limited to the location as specified in Attachment A.

The foregoing is agreed to by:

RunLab Training, LLC   **Reseller**

By:_____   By:_____
     (authorized signatory)   **(authorized signatory)**

Name: _____   Name:_____
     (type or print)   **(type or print)**

Title:_____   Title:_____
     (type or print)   **(type or print)**

Date:_____   Date:_____

TERMS and CONDITIONS

1. GRANT OF RIGHTS

   a) RunLab hereby grants Reseller a nonexclusive (unless otherwise provided in Attachment A) and nontransferable license and right to market and license the technology identified on Attachment A and the results from use of such technology (collectively the "Technology") to its customers in the Territory (the "End Users"), subject to the provisions specified herein. Reseller may license the Technology to any End Users in the Territory.

   b) In addition, and within the scope of such license, Reseller shall have a nonexclusive, nontransferable:

      i) Right and limited license for Reseller to provide the Services specified on Attachment A to the End Users;

      ii) Right to provide the Services to the End Users to the extent those Services are required to enable the End User to use the Technology;

   c) No other rights with respect to the Technology are granted hereunder and nothing herein restricts RunLab from providing the Technology or any other products or services in the Territory unless specifically stated in Attachment A.

2. MARKETING, SUPPORT AND COOPERATIVE RESPONSIBILITIES

   a) Reseller agrees to allocate and apply sufficient resources and qualified personnel to promote the Technology, perform its duties, and to provide the Services hereunder, actively and diligently.

   b) Reseller warrants that it:

      i) has the right to enter into this Agreement;

      ii) will not misrepresent the functionality or performance of the Technology or Reseller's support capabilities;

      iii) shall perform the Services in a professional and workmanlike manner;

      iv) will not misrepresent the Technology or the capabilities of RunLab to prospective End Users; and

      v) will at all times protect and promote the goodwill of RunLab.

   c) Each party agrees not to use the other party's name or trademarks without prior written approval from the first party.

3. HOSTING OF TECHNOLOGY. The Technology shall be hosted by RunLab.

4. EQUIPMENT

   a) For and in consideration of the covenants and agreements hereinafter contained, RunLab has provided the personal property described in Attachment B (hereinafter referred to as "Equipment") to the Reseller, which shall remain property of RunLab. In addition to the equipment indicated in Attachment B, The Set-up shall include a mutually agreed upon training session on Equipment and Technology use for any relevant Reseller staff. Upon termination or expiration of this Agreement, RunLab will take full possession and control of the equipment.

   b) During the term of this Agreement, Reseller agrees to keep the equipment in full working order and free of damage, reasonable wear and tear excepted. Any replacement or repair of equipment due to negligence shall be the full responsibility of the Reseller. Should replacement of any piece of Equipment become necessary, Replacement equipment may be purchased through either RunLab, or through a 3rd party, but must be identical to the original equipment unless a suitable replacement has been agreed upon in writing by RunLab. Should a piece of equipment become unavailable or outdated, a suitable replacement will be determined solely by RunLab and communicated in writing to Reseller. Should any piece of equipment become damaged or inoperable, the Reseller is required to notify RunLab within 24 hours.

   c) The Equipment shall be used only at the location indicated in Attachment B when in connection with the Technology and shall not be relocated to another facility without the prior written consent of RunLab, until such time that this Agreement has been terminated. For the purpose of examining and inspecting the

condition and quality of the equipment, RunLab may from time to time enter any premises where the equipment may be located at any time during regular business hours. Should the equipment be found in poor working order, damaged, or to have been substituted for a non-identical product without RunLab's consent, this Agreement may be immediately terminated by RunLab without further notice.

d) In no event shall Reseller substitute other equipment to be used in connection with the Technology. Reseller shall provide RunLab with immediate notice (within 24 hours) in the event any piece of the Equipment is damaged or otherwise requires repair. Reseller is required, at Reseller's expense, to either have the equipment repaired to full working order, replace the damaged equipment with identical equipment at the Reseller's expense, or purchase replacement equipment through RunLab within 5 business days.

5. FEES AND PAYMENT TO RESELLER

a.) In consideration for RunLab providing Reseller the rights granted herein, and for Reseller providing the filming and upload service, RunLab shall pay the fees specified on Attachment A for each End User (the "Fee"). RunLab shall pay any accumulated Fees owed to Reseller by the 5th business day of the month for the previous calendar month.

b.) All Fees from End Users will be collected solely by RunLab and Reseller will not be held responsible or penalized for non-payment or declined payment method by End User.

c.) Reseller may not collect payment directly from End User for services rendered in association with the Technology unless approved in writing by RunLab.

d.) Reseller may discount the total cost of each service provided to an End User by the Reseller, up to the amount owed to the Reseller for the filming, with the understanding that the amount paid for the filming by RunLab to the Reseller will be reduced by the amount discounted by the Reseller.

e.) With exception of discretionary discounts mentioned in "5.d." above, pricing is solely at the discretion of RunLab and Reseller may not choose to set a price either above or below RunLab's advertised price. RunLab retains sole discretion over pricing. Any promotional pricing outside of what is outlined in "5.d." above must be approved in writing prior to any advertisement of pricing variation, and that variation may not be written or implied prior to such approval by RunLab.

f.) Should RunLab offer a discount to End Users it will not affect the Fee paid to the Reseller per filming and upload service.

6. MAINTENANCE

RunLab will provide limited technical support to Reseller to support use of the Equipment or Technology Monday through Friday from 9 am to 5 pm CST.

7. RECORDS AND REPORTS

Reseller shall maintain written reports for 90 days following each filming session. Such reports shall, at a minimum, contain information detailing the names and filming dates of each End User and be furnished to RunLab upon request.

8. TITLE, USE OF TRADE NAMES AND TRADEMARKS

a) All right, title, and interest in and to the Technology shall at all times remain vested in RunLab and any third party from which RunLab has received sublicensing and/or marketing rights (the "Third Party Licensor"). Nothing in this Agreement shall be deemed to convey any ownership rights in the

Technology or to restrict RunLab's rights to grant licenses, sublicenses, distribution or other rights to the Technology to any other party.

b) RunLab hereby grants Reseller permission to use RunLab's logos, trademarks and tradenames (the "Marks") in the form provided by RunLab upon RunLab's prior written consent, solely in connection with Reseller's rights under this Agreement. Upon termination of this Agreement, Reseller shall have no further right to use, advertise, reproduce, or distribute the Marks. Reseller shall not at any time do, permit, or cause to be done any act or thing that would tend to impair RunLab's rights in the Technology or the Marks. For clarification, nothing in this Agreement creates a franchise arrangement and Reseller is not a franchisee of RunLab.

10. CONFIDENTIALITY

a) The Technology, source code, and other related materials (including any training materials and the oral and visual information relating thereto and provided in RunLab's training classes), furnished to Reseller by RunLab, (collectively the "Confidential Information") contain valuable and confidential information which is proprietary to RunLab or its Third Party Licensors and which constitutes trade secrets and unpublished copyrighted material of RunLab.

b) Nothing in this Agreement shall be construed to convey any title to ownership rights to the Technology or Confidential Information to Reseller. Except as reasonably required in performance of its marketing and Services activities pursuant to this Agreement, Reseller agrees not to copy, reproduce, or disclose the Confidential Information to any third party and shall take every reasonable precaution to prevent the theft, unauthorized distribution, use, or disclosure thereof.

c) Reseller shall not make copies of the Confidential Information and shall not reverse engineer the Technology, or disassemble, decompile, or otherwise apply any procedure or process to the Technology in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Technology or any algorithm, process, procedure or trade secret information contained in the Technology.

d) For purposes of this Agreement, "Confidential Information" shall also include the following information belonging to each party:

Any information, technical data or know-how including, but not limited to, that which comprises or relates to the other party's confidential and proprietary trade secrets, hardware, technology, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, customer names and other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents.

e) Both parties agree to maintain the confidentiality of such Confidential Information which are made available to the other party under the scope of this Agreement and shall use commercially reasonable efforts to confine knowledge of Confidential Information only to its employees who require such knowledge and use in the ordinary course and scope of their employment by such party.

f) Reseller acknowledges that RunLab and its Third Party Licensors shall have the right to take all reasonable steps to protect its Confidential Information, including, but not limited to, injunctive relief and any other remedies as may be available at law or in equity in the event Reseller does not fulfill its obligations under this Section.

g) Each party's obligations of confidentiality shall not apply with respect to any Confidential Information of a party hereto which: (i) was in the possession of or known by the other party without an obligation of confidentiality prior to receipt from the disclosing party, or (ii) is or becomes public knowledge through no fault or acts of the other party, or (iii) is or becomes lawfully available to the other party from a third party without an obligation of confidentiality, or (iv) is independently developed by the other party without use of any Confidential Information of the other party.

h) Nothing in this Agreement shall be construed to convey to either party, any title or ownership in or to any Confidential Information of the other party.

i) Notwithstanding anything to the contrary, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions (collectively "Contributions") by Reseller regarding the Technology or any other RunLab technology shall become the property of RunLab and Reseller hereby agrees upon written request from RunLab to assign any rights in such property to RunLab. Reseller understands and agrees that each such Contributions or any part thereof prepared by Reseller, shall be a work made for hire and RunLab shall have sole and exclusive ownership of the Contributions and all copyright and other intellectual property rights thereto. Reseller shall (a) include RunLab's copyright notice and other proprietary legends on each such Contribution; and (b) provide RunLab with copies thereof. Reseller shall cooperate with RunLab and sign any documents required by RunLab to perfect, document, record or otherwise establish its ownership, intellectual property and other rights in and to such Contributions.

j) This Section shall survive termination or expiration of this Agreement.

11. TERM AND TERMINATION

a) This Agreement shall remain in effect for a period of one (1) year from the Effective Date and shall automatically renew for annual periods unless terminated in accordance with the following:

    i) By either party:

        a) On thirty (30) days written notice prior to the end of the then current term; or

        b) If the other party fails to perform any other obligation required of it hereunder and such failure is not cured within thirty (30) days from the date written notice of such failure was given.

    ii) By RunLab:

        a) Should Reseller be acquired by any third party who competes directly or indirectly with RunLab;

        b) If Reseller files a petition for bankruptcy or insolvency, has an involuntary petition under bankruptcy laws filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern; or

        c) upon ninety (90) days written notice.

        d) Immediately upon discovery of equipment violations as outlined in section 5

b) Upon the expiration or termination of this Agreement,

    i) Reseller's right to use the Technology shall cease;

    ii) Reseller's rights to market and promote the Technology shall immediately cease, and all Service approvals shall be automatically revoked; and

    iii) Each party shall, within thirty (30) days, return to the other, or destroy, all copies of the Confidential Information and shall certify, in writing, (signed by an officer of each party), delivery or destruction of all such Confidential Information and copies thereof.

    iv) RunLab will retain full ownership and control of any equipment outlined in Attachment B.

12. WARRANTY

a) RunLab warrants that it has the right to enter into this Agreement and to grant the rights and license herein.

b) Reseller acknowledges that the Technology and Equipment is being provided without warranty in its current "AS IS" condition. RUNLAB MAKES NO WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

13. INDEMNIFICATION BY RESELLER

    a) Reseller shall defend, indemnify and hold RunLab, its officers, directors, employees and licensors "RunLab Indemnified Parties") harmless from and against any (i) claims by an End User or any other party arising out of Reseller's provision of Services, or use of any Equipment; (ii) misrepresentation made by Reseller to an End User regarding the Technology or its capabilities; (iii) actions arising out of End User's use of the Equipment; or (iv) injuries to End Users from the use of the Equipment.

    b) Reseller agrees to protect and hold RunLab Indemnified Parties harmless against any and all losses or damage to Equipment by fire, flood, explosion, tornado, or theft. Reseller hereby assumes all liability to any person arising from the location, condition, or use of Equipment, and shall indemnify and does indemnify the RunLab Indemnified Parties of and from all liability, claims, and demands whatsoever arising from the location, condition, or use of Equipment whether in imperfect or defective condition, and from every other liability, claim, and demand whatsoever during the term of this Agreement or arising while Equipment is in the possession of Reseller.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL RUNLAB OR ITS THIRD PARTY LICENSORS BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE FEES PAID BY RUNLAB HEREUNDER IN THE THREE (3) MONTH PERIOD PRIOR TO THE CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL RUNLAB BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL, EVEN IF RUNLAB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

15. INDEPENDENT CONTRACTOR. Both parties shall remain at all times independent contractors and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between the parties. Neither party has the right or authority to assume or to create any obligation or responsibility on behalf of the other.

16. MISCELLANEOUS

    a) Reseller may not assign this Agreement or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of RunLab. Any assignment or transfer in violation of this Section shall be null and void.

    b) In the event an action, including arbitration, is brought to enforce any provision or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

    c) Reseller shall comply with all then current Export Laws and Regulations of the United States Government pertaining to the Technology. Reseller hereby certifies that it will not directly or indirectly, export, re-export, or transship the Technology or related information, media, or products in violation of United States laws, rules, and regulations. Reseller shall include a provision in its agreements with End Users to assure that these parties comply with such US export laws and regulations.

    d) Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery. All notices shall be sent to the applicable address specified on the face page hereof or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to RunLab shall be sent to the attention of the President.

e) RunLab shall not be liable to Reseller for any delay or failure of RunLab to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of RunLab. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Reseller in providing required resources or support.

f) The provisions set forth in Sections 5, 6a), 8, 9, 10, 12b), 13, 14, 15, and 16 of this Agreement shall survive termination or expiration of this Agreement and any applicable license hereunder.

g) This Agreement includes the accompanying terms and conditions contained herein and attachments, and constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals and prior discussions and writings between the parties with respect thereto.

h) The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

i) THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF ANY STATE OR JURISDICTION. ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN AUSTIN, TEXAS AND EACH PARTY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

Attachment A

Technology

Reseller has been appointed a reseller for the following Technology system:

RunLab Gait Imaging, Analysis, and Movement Analysis Profile™

Services

Reseller may provide the following "Services": **Assistance to End Users through Video Capture of End User's Gait, Structure, and Range-Of-Motion from multiple angles, along with upload of End User videos**. The Services will be provided by Reseller in accordance with any standards provided by RunLab ("Standards"). Standards may be updated by RunLab at any time by providing notice to Reseller of the updated Standards. In the event RunLab determines, in RunLab's reasonable discretion that the Services have not been provided in accordance with the Standards, RunLab may contact the End User directly about the Services and provide similar services to such End User.

Exclusive Territory:
N/A

Treadmill
N/A

Administrative set-up fee
$100

Technology Fees
RunLab shall pay a Fee of **$ 50.00** per End User filmed, in connection with the Technology, to the Reseller. The reseller will also be provided with a promotional code to use at the Reseller's discretion that will reduce the reimbursement to the Reseller down to $25 and discount the cost of the Movement Analysis by $25 for the End User.

RunLab Training, LLC

By:_____
        (authorized signatory)

Name:_____
        (type or print)

Title:_____
        (type or print)

Date:_____

Reseller

By: _____
        (authorized signatory)

Name: _____
        (type or print)

Title: _____
        (type or print)

Date: _____

Attachment B

Equipment: **N/A**

RunLab Training, LLC

By:_____
   (authorized signatory)

Name:_____
   (type or print)

Title:_____
   (type or print)

Date:_____

Reseller

By: _____
   (authorized signatory)

Name: _____
   (type or print)

Title: _____
   (type or print)

Date: _____