

STRETCH at WORK® LICENSING AGREEMENT

Taos Health Technologies, Inc.
P.O. Box 1810
(505)737-5205
www.stretchatwork.com

This document becomes an agreement only upon Taos Health Technologies’ written approval as shown on page 5, below. STRETCH at WORK is a registered trademark of Taos Health Technologies, Inc., and its spoken word and visual image contents are copyrighted by Taos Health Technologies, Inc.

Licensee (Company Name): _____

Individual to Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Licensee’s Website: _____

Taos Health Technologies, Inc. (THT) and Licensee agree to the following terms and conditions governing the Licensee’s use of THT’s software/video product, Stretch at Work® (“Stretch at Work”).

1. License.

The Stretch at Work software, documentation and any associated materials provided by THT in any media are licensed, not sold or transferred, to Licensee by THT.

Licensee may not sell, rent, loan, distribute or transfer Stretch at Work or any part of its contents, but may permit a specified, limited number of its own employees or contractors (as set forth in Paragraph 2 below) to install Stretch at Work on individual computers under the terms of this agreement.

2. Permitted Uses and Restrictions.

Subject to the terms and conditions of this Agreement, and in exchange for the license fee or other valuable consideration that Licensee has paid or has agreed to pay to THT, THT grants Licensee a nontransferable, nonexclusive limited right to use Stretch at Work at Licensee’s place or places of business for use in no more than _____ **[insert number]**

individual computers owned or leased by Licensee and operated, or to be operated, by Licensee's employees or contractors, **provided that** the terms set forth in the End User License attached hereto as **Exhibit A** will govern each such user's use of the Stretch at Work. As a condition of the license granted herein, Licensee is responsible for ensuring that the End User License (**Exhibit A**) is posted on Licensee's internal website and/or is sent electronically or in hard copy to each employee or contractor of Licensee who will use Stretch at Work under this agreement, and that each such authorized user agrees to and complies with the terms of the End User License. Licensee, its employees, agents and contractors may not reverse engineer, decompile, disassemble, modify, or create derivative works from Stretch at Work.

3. Installation of Stretch at Work on Additional Computers.

In the event that Licensee wishes to have Stretch at Work installed in more of its computers than the number referred to in Paragraph 2 above, Licensee shall contact THT and request permission to install Stretch at Work in a specified number of additional computers. THT, at its discretion, may honor the request upon Licensee's payment of THT's then current fee for permission to install Stretch at Work on the specified number of additional computers.

4. New Versions of Stretch at Work.

THT may authorize Licensee to install and use any updated or extended version of Stretch at Work pursuant to the terms of this Agreement. However, THT reserves the right to license any new version of Stretch at Work separately and subject to different terms and conditions.

5. Effective Date; Termination.

The effective date of this Agreement will be the date of execution by THT. THT may terminate this Agreement by written notice (including e-mail) to Licensee upon any breach of the Agreement by Licensee. In the event of such notice from THT, the license granted by this Agreement will terminate and Licensee agrees immediately to cease using Stretch at Work and to cause Stretch at Work to be deleted from all of Licensee's computers on which Stretch at Work has been installed. Licensee will promptly notify THT in writing that these measures have been taken and shall return to THT any physical copies of the Stretch at Work DVD video in Licensee's possession.

6. Limited Warranty on Media; Disclaimer of Other Warranties.

A. Limited Warranty on Media.

THT warrants the media on which Stretch at Work is recorded and delivered by THT to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase by the Licensee. "Normal use" does not include use on a computer that has other software or hardware which blocks or otherwise interferes with the operation of Stretch at Work, or use on a computer that lacks sufficient memory, other capacity or compatibility to operate Stretch at Work. The exclusive remedy available under this provision shall be, at THT's option, a refund of the purchase price of the media containing Stretch at Work that does not live

up to the limited warranty, or replacement of the media containing Stretch at Work, once the media that does not live up to the limited warranty is returned to THT.

B. Disclaimer of All Other Warranties.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF STRETCH AT WORK IS AT LICENSEE'S OR ITS EMPLOYEES' OR CONTRACTORS' SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THEM, EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE. ALSO, EXCEPT FOR THAT LIMITED WARRANTY OR AS OTHERWISE REQUIRED BY LAW, STRETCH AT WORK IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THT AND THT'S LICENSORS (COLLECTIVELY REFERRED TO AS "THT" FOR THE PURPOSES OF THIS SECTION 6) HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO STRETCH AT WORK, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THT DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF STRETCH AT WORK, THAT THE FUNCTIONS CONTAINED IN IT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF STRETCH AT WORK WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN STRETCH AT WORK WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, OR REPRESENTATION BY ANY THT REPRESENTATIVE SHALL DIMINISH OR NEGATE THIS DISCLAIMER OR CREATE A WARRANTY. SHOULD STRETCH AT WORK PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT AS PROVIDED IN THE LIMITED WARRANTY ABOVE.

7. Limitation of Liability.

TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THT BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF TIME, LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OF OR RELATED TO THE USE OF STRETCH AT WORK, OR ANY INABILITY TO USE IT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, PRODUCTS LIABILITY OR OTHER), EVEN IF THT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall THT's total liability to you for all damages exceed the amount of \$100.00, except as may be otherwise required by applicable law.

8. Indemnification.

- A. THT has no obligation to indemnify, defend or hold Licensee harmless from or against any claim that Stretch at Work infringes any third party patent, copyright, trademark or other intellectual property right. Licensee shall promptly notify THT of any such claim.

- B. Licensee has no obligation to indemnify, defend or hold THT harmless from or against any claim that Stretch at Work by itself infringes any third party patent, copyright, trademark or other intellectual property right, but Licensee will indemnify, defend and hold THT harmless from any and all other claims, damages, losses, liabilities, costs and expenses (including reasonable attorney fees) arising out of or in connection with Licensee's or its employees' or contractors' installation or use of Stretch at Work. THT will promptly notify Licensee of any claim for which Licensee is obliged to indemnify THT under this section.

9. Compliance with Applicable Laws.

Licensee agrees that it will not violate any law in connection with its or its employees' or contractors' use of Stretch at Work, including but not limited to any export or import law of the United States or any other country and any law or regulation regarding the purchase or use of commercial computer software by U.S. Government entities.

10. Reservation of Rights.

THT reserves for itself and its licensors all intellectual property and other rights associated with Stretch at Work and not granted by this Agreement or other written agreement. The rights reserved include but are not limited to THT's trademark rights with respect to the Stretch at Work name and logo; THT's copyright in the spoken word and visual images in the Stretch at Work software; and THT's licensors' copyrights in music embedded in the Stretch at Work software.

11. Controlling Law and Severability.

This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico, as that law is applied to agreements entered into and to be performed entirely within New Mexico between New Mexico residents. The parties agree and consent to the jurisdiction of the New Mexico Eighth Judicial District Court for the filing and resolution of any lawsuit related to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this License shall continue in force and effect.

12. Complete Agreement.

This Agreement, including Exhibit A, constitutes the entire agreement between the parties with respect to the use of Stretch at Works licensed hereunder and supersedes all prior or contemporaneous understandings regarding the same subject matter. No amendment or modification of this License will be binding unless in writing and signed by THT. Licensee agrees to the terms and conditions set forth in the End User License

Agreement to the extent they are applicable to Licensee, as part of the terms and conditions of this Agreement.

13. Successors and Assigns.

This Agreement will be binding on the successors, heirs and assigns of the parties except that Licensee may not assign it without the written permission of THT to any entity, including by operation of law or merger.

Understood and agreed to by the undersigned authorized representatives of the parties:

LICENSEE:

By: _____

Signature

THT:

By: _____

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____