

October 30, 2012

Office of Undergraduate Admissions
Mitchell Building
University of Maryland
College Park, Maryland 20742

Nicholas Gerontianos
6143 Regent Park Rd
Catonsville, Maryland 21228
202-285-0235

Dear Readmission Review board,

I am seeking readmission to the University of Maryland, College Park. Please consider this letter in my readmission application, in that it fully explains the circumstances involving my withdrawal and my passion for completing my degree.

On October 3, 2012, I opted to withdrawal from the University of Maryland, College Park following extensive discussions with my academic department and professors (Dr. Amanda Olson and Dr. Laura Schnitker) in order to concentrate on the development of a software company I founded at the University of Maryland during the Spring 2011 semester, MotionVibe.com. Although my ambition to grow the company is professional in nature, the origin of the company's founding is academic. I used my individual studies major, Digital Innovation Management Studies, to provide me the educational backbone to start such an entity.

I am looking forward to completing the degree, Digital Innovation Management studies at the University of Maryland during the summer of 2013, when which I will have the time to devote to completing the 9 credits required for graduation. This plan is recommended by my professors and academic department, the Department of Individual studies; including the department chair Dr. Joan Burton.

Please recognize that the completion of my degree is the highest priority to me. However, the time sensitive work requirements associated with the founding of MotionVibe.com, a company affiliated with the University of Maryland, College Park's Technology Advancement Program, made it impossible to complete my academic requirements this past semester. Furthermore, I forged a strategic partnership with Merritt Athletic Clubs, a prominent Maryland-based health and fitness company to supply technology. I attached my agreement to pilot MotionVibe technology with Merritt, which also occurred during the Fall of 2012.

I recognize that my journey to complete this degree has been a long road. In the past I was forced to withdrawal due to military service with the U.S. Marine Corps and now I am faced with the challenges of starting a new company. However, I believe that since my return to the campus in 2009 I have strived to take the road less traveled. I embarked on a journey to design a unique degree program, one that has been more rewarding to me that I ever

imagined. Please allow me to complete this degree in the manner that I have set forth with my department chair, Dr. Jane Burton.

Sincerely,

Nicholas Gerontianos

Nicholas Gerontianos

UID: 102-02-7806

Birthday: 09/15/1980



BETA LICENSE AGREEMENT

This agreement is made by and between *MotionVibe Innovations, LLC* ("Licensor") and *Merritt Athletic Clubs, LLC* ("Licensee") as of August 20, 2012 (the "Effective Date"), to license the Licensed Beta Software. By signing this agreement, Licensee hereby agrees to follow all terms and conditions set forth in this agreement.

1. Definitions

- A. "Agreement" means the entire license agreement contained in this document
- B. "Licensed Beta Software" means the beta version of the MotionVibe software product accompanying this agreement,
- C. "License" means the non-exclusive, non-transferable, time-limited license described in Section 3.

2. Ownership

This is a license agreement and not an agreement for sale. Licensor reserves ownership of all intellectual property rights relating to the software, including, but not limited to, all copyright, patent rights, trademark rights (both registered and unregistered), confidential information, trade secrets, and all rights other than those expressly granted by the Agreement.

3. Grant of License

Subject to the terms of this Agreement, Licensor grants to all Licensee's "Merritt Athletic Health Clubs" a non-exclusive, non-transferable, time-limited license without the right to sublicense ("License") to use the Licensed Beta Software in the ordinary course of Licensee's business.

The license period will begin August 20, 2012 and conclude on November 20, 2012. Licensor reserves the right to terminate this agreement at any time upon written notice to Licensee. Termination of this Agreement constitutes termination of the license granted herein. At the end of the license period, Licensee has the option to renew the license within fifteen (15) calendar days of November 1, 2012. The price and services will be negotiated following the beta testing period.

There are no implied licenses or other implied rights granted under this Agreement and all rights, save for those expressly granted hereunder, shall remain with Licensor. In addition, no licenses or immunities are granted to the combination of the Licensed Beta Software and/or Modifications, as applicable, with any other software or hardware not delivered by Licensor to Licensee.

4. Items to be Delivered

The Licensed Beta Software, and no others, shall be deliverable by Licensor to Licensee's Fort Avenue location on or before the scheduled delivery date of August 20, 2012 for spinning classes only. Activation of further software capabilities will occur September 20, 2012 for the Fort Avenue location, to Licensee's Baltimore city locations on or before the scheduled delivery date of October 10, 2012, and to all Licensee's remaining clubs on or before the scheduled delivery date of November 1, 2012. The software may be changed by Licensor from time to time.

5. Field of Use

Licensee is only permitted to use the Licensed Beta Software within its health clubs in Maryland. Use of this software outside of the health club environment constitutes a breach of contract and Licensor is entitled to remedies described in this Agreement.

6. Beta-Specific Obligations

Licensee agrees to provide timely feedback including, but not limited to, providing responses to surveys distributed to staff after 21 days of use of the Licensed Beta Software, and participation in group feedback sessions led by Licensor with reasonable notice from Licensor. Licensee also agrees to allow Licensor to distribute and collect surveys from members of Licensee's health clubs regarding the Licensed Beta Software and to conduct group feedback sessions with members. Licensor agrees to keep all information collected in these surveys confidential.

7) Further Restrictions

The grant of this license does not permit the licensee a) to grant any sublicense for all or part of the Licensed Beta Software, b) to use the Licensed Beta Software in conjunction with any other software data or equipment in such a way that would the resulting product to infringe upon any intellectual property right of third parties, c) to copy the Licensed Beta Software, except for archival or backup purposes, and provided that each copy is subject to the terms of this Agreement, d) to transfer, assign, rent, lease, or otherwise dispose of the Licensed Beta Software on a temporary or permanent basis, e) use the Licensed Beta Software except as expressly permitted by the terms of the license, f) to reverse engineer, decompile, or disassemble the Licensed Beta Software.

Licensee also agrees not to remove or otherwise alter any copyright notice, trademark notice, and/or any other proprietary legend or label set forth on or contained within the Licensed Beta Software or any of the other Proprietary Materials.

8) Indemnification

Licensee agrees to indemnify and hold Licensor harmless from and against all claims, losses, liabilities, proceedings, damages, expenses, and costs which result from any breach or alleged breach of this agreement by Licensor. The obligation to indemnify and defend Licensor does not end with termination of this Agreement for any reason.

9) Governing Law and Venue

The validity, construction, and performance of this Agreement shall be governed by the substantive laws of the State of Maryland and of the United States of America, excluding that body of law relating to choice of law. Any action or proceeding brought to enforce the terms of this Agreement shall be brought in Prince Georges County and the parties hereby consent to the exclusive jurisdiction and venue of such courts. In the event of any legal proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its reasonable and documented costs and expenses incurred in any such proceeding, including, without limitation, its reasonable fees for attorneys and expert witnesses.

10) Assignment

Licensee may not assign this Agreement, nor may any of Licensee's rights hereunder be assigned or otherwise transferred to any third party, including by operation of law, without Licensor's prior written consent. Any attempted or purported assignment or other such transfer by Licensee to any third party without such consent having first been obtained shall be void. Subject to the foregoing, this Agreement shall be binding upon the parties and shall inure to the benefit of their respective successors and permitted assigns.

11) Warranty Disclaimer

Licensor and Licensee each warrants they have the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement. Licensor warrants that it has the ability to market and distribute the Licensed Beta Software.

Licensee acknowledges that the Licensed Beta Software is provided for evaluation purposes only and is delivered "As Is." Licensor makes no representation or warranties, express or implied, with respect to the Licensed Beta Software including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement.

12) Termination

This Agreement and the License granted herein shall terminate upon the expiration of the license period in Section 3 of this Agreement or upon such earlier date that the Licensor may, by written or electronic notice provide to Licensee. Moreover, this Agreement and License shall terminate in the instance of Licensee's breach of any provision of this Agreement.

Termination of the License will not affect the other provisions of the Agreement, which will survive termination of the License.

Licensee agrees, upon termination of this Agreement for any reason whatsoever, to immediately uninstall the Licensed Beta Software and destroy all copies of the Licensed Beta Software in its possession and/or under its control. Nothing in this Agreement shall absolve Licensee from liability for damages resulting from any breach of this Agreement by Licensee, notwithstanding that Licensor may have other remedies available under this Agreement (including the right to terminate the License). If Licensee breaches any provision of this Agreement, Licensee acknowledges that such breach may

diminish substantially the value of such Intellectual Property rights of Licensor and may irrevocably harm Licensor, and in such event Licensor (without limiting its other rights or remedies) shall be entitled to equitable relief to protect Licensor's interests, and indemnification and reimbursement for any and all expenses incurred by Licensor from Licensee in protecting Licensor's interests or defending Licensor's interests or defending Licensor's rights as a result of Licensee's breach of this Agreement.

13) Remedies

In the case of breach of contract, the non-breaching party is entitled to seek monetary damages (including but not limited to actual losses, costs, and attorney's fees), specific performance (including but not limited to injunction and impoundment of infringing articles), and termination.

14) Limitation of Liability

Licensor is not liable for any damages (including but not limited to direct, indirect, incidental, consequential and special damages) under any theory of liability (including tort, contract, or any other theory) whether suffered by Licensee or any other user of the software, or any third party, even if Licensor was advised of the possibility of such damages.

15) Verification

Licensor or a certified auditor acting on Licensee's behalf may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Beta Software. Such audit may be conducted by mail, electronic means or through an in-person visit to Licensee's place of business. Any such in-person audit shall be conducted during regular business hours at Licensee's facility and shall not unreasonably interfere with Licensee's business activities. Licensor shall not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that Licensee is using the Software in a way that is in material violation of the terms of the Agreement, then Licensee shall pay Licensor's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Licensor any amounts owing that are attributable to the unauthorized use. In the alternative, Licensor reserves the right, at Licensor's sole option, to terminate the license for the Licensed Beta Software for such violation.

16) Support and Updates

Licensor agrees to provide Licensee with maintenance and trouble shooting of the Licensed Beta Software. Licensor also agrees to provide Licensee's staff with training prior to platform introduction and versioning in each club and or department. Licensor also agrees to provide customer service via electronic mail, in-network messaging, and telephone during standard operating business hours (Monday through Friday from 9:00 AM to 5:00 PM). Any upgrades provided by Licensor are subject to the terms of this Agreement unless modified by Licensor, at the Licensor's sole discretion.

Licensor shall have no liability for late or malfunctioning installations caused by late or nonworking equipment. Licensor is not engaged in provided or repairing equipment, and has no responsibility to Licensee for any of it.

17) Reservations

Licensor reserves the right at any time not to release or to discontinue release of any MotionVibe software product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability, or other characteristics of the MotionVibe software product.

18) Miscellaneous

Licensee agrees to be identified as a customer of Licensor and agrees that Licensor may refer to Licensee by name and trademark, if applicable, and may briefly describe Licensee's business in Licensor's marketing materials and website.

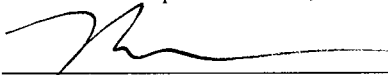
Licensor agrees not to share Licensee's proprietary client information with third parties. Licensor is not responsible for information that Licensee's members choose to voluntarily make public through the Licensed Beta Software.

Licensee and Licensor acknowledge that this Agreement is complete and is the exclusive representation of the agreement between Licensor and Licensee with respect to both party's obligations regarding the Licensed Beta Software and Licensor's intellectual property. No oral or written information given by Licensee or on Licensee's behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and Licensee may not rely on any such oral or written information. No term or condition contained in any purchase order shall apply unless expressly accepted by Licensor in writing.

If any provision under this Agreement shall be determined to be invalid, such provision shall be deemed omitted. The remainder of this Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

This Agreement may be modified only by a written instrument signed by an authorized representative of each party. No waiver of any of the provisions of this Agreement shall be binding unless signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, each by its duly authorized representative, to be effective as of the Effective Date defined herein.



Mark Miller
President, Merritt Health Clubs, LLC

Nicholas Gerontianos

Nick Gerontianos
President, MotionVibe Innovations, LLC