



[Version: December 17, 2018]

EXHIBIT A

FEE SCHEDULE & API PAYMENT AUTHORIZATION FOR THE API (“API FEE SCHEDULE”)

This API Fee Schedule is incorporated into the terms of and made part of the zingfit API License & Agreement (“API Agreement”), between API User and zingfit. Capitalized terms not defined herein are defined as set forth in the API Agreement.

API User agrees to pay zingfit all of the fees set forth below in exchange for accessing and/or using the API (collectively, these fees are referred to as the "API Fees") and API User hereby authorize zingfit to process payment for the API Fees as set forth below.

1. API FEES

a. “Network Access Fee”:

For each of API User’s customers on behalf of which API User accesses our API, API User agrees to pay zingfit:

- i. \$20 per month per (e.g., multiplied by) the number of each physical location that API User’s customer(s) has (have) in the aggregate at any time during such month. By way of example, if all of API User’s customer have 18 physical locations but one closes during a given month, then the Network Access Fee for such month will be 18 multiplied by \$20, which equals \$360, and if the number of the physical locations of API User’s customers remains at 17 throughout all of the following calendar month, then the Network Access Fee for such following month would be 17 multiplied times \$20, which equals \$340.

- b. Public Integration Reservations.
 - i. API User agrees to pay zingfit \$1.00 for each Public Integration Reservation.

- c. “Call Volume Fees”:
 - i. API User agrees to pay zingfit 1/3 cents (\$0.00333) for each call to the API that exceeds 1000 calls during a calendar day – e.g., the 24-hour period beginning at midnight (12:00a.m.) EST and ending at 11:59 PM EST for such day. The Call Volume Fee for each day, if any, shall be rounded to the nearest cent for purposes of determining the total Call Volume Fee payable to zingfit on a monthly basis.

[If API User does not have a Payment Authorization on file with zingfit (e.g., usually only new aggregators or integrators), it must fill out and sign the attached Payment Authorization]

2. PAYMENT AUTHORIZATION: API PAYMENT AUTHORIZATION AGREEMENT.

a. In General. By completing this authorization form, API User hereby authorizes and instructs zingfit to process payments for all API Fees assessed to API User’s account (“API Payment Authorization Agreement”). Payment will be automatically made when due. All information will be kept private and confidential. Payment authorization information will be used only to process payments for API Fees unless otherwise agreed to in writing. All other uses of the information provided hereunder must be approved by API User in writing by email or postal carrier. Please provide all information required. This authorization form will be kept on file, and API User hereby authorizes zingfit to continue processing payments hereunder until such services are properly terminated. If API User’s account information changes, then API User will need to resubmit this authorization information.

ACH/DIRECT BANK WITHDRAWAL AUTHORIZATION

AUTHORIZED BY: _____ DATE: _____

for COMPANY NAME: _____

BILLING ADDRESS: _____ CITY: _____

STATE/PROVINCE: _____ ZIP/POSTCODE: _____

EMAIL: _____ PHONE: _____

NOTE: The signature above guarantees that any new account information (regardless of the account owner), provided to zingfit in the future falls under this API Payment Authorization Agreement and it is understood that permission is granted to zingfit to process payments using any such new account.

****PLEASE ATTACH A VOIDED CHECK ALONG WITH THIS FORM****

BANK ACCOUNT INFORMATION:

Account Type (check one): Checking Savings

Financial Institution Name: _____

Financial Institution Account Number: _____

Financial Institution Routing Number: _____

Name on Account: _____

Financial Institution City and State: _____

Account Holder’s Signature _____

By signing above API User hereby authorizes zingfit to initiate electronic debit entries to the account listed above for the API Fees described above. API User also acknowledges that the origination of ACH transactions to the account must comply with the provisions of US law. This authority will remain in effect until API User cancels this API Payment Authorization Agreement in writing.