Data Processing Agreement

This Data Processing Agreement ("DPA") forms part of the **API Agreement** between
_____, a _____ ("Company") and
ZINGFIT, LLC ("Processor") (the "Agreement") pursuant to which Processor will provide the API and
process reservations for users of the Company business (the "Services"). Processor agrees to
comply with the following provisions with respect to any Personal Data Processed for Company in
connection with the provision of the Services. References to the Agreement will be construed as
including this DPA. Any capitalized terms not defined herein shall have the respective meanings
given to them in the Agreement. In the event of any conflict between this DPA and the Agreement,
the DPA will control. Notwithstanding anything to the contrary in the Agreement and in
consideration of the mutual obligations set out herein, the parties hereby agree that the terms and
conditions set out below shall be added as an addendum to the Agreement.

1. DEFINITIONS

In this DPA, the following terms shall have the meanings set out below:

"Affiliates" means any entity which is controlled by, controls or is in common control with
Processor.

"Company Personal Data" means any Personal Data Processed by Processor on behalf of
Company pursuant to or in connection with the Agreement.

"Data Controller" means the entity which determines the purposes and means of the
Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data
Controller.

"Data Protection Laws" means all laws and regulations, including laws and regulations of
the European Union, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable person.

"Processing" means any operation or set of operations which is performed upon Personal
Data, whether or not by automatic means, such as collection, recording, organization,
storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction ("Process", "Processes" and "Processed" shall have the same meaning).

"Security Breach" has the meaning set forth in Section 7 of this DPA.

"Standard Contractual Clauses" means the contractual clauses set out in Annex 1.

"Sub-processor" means any Data Processor engaged by Processor.

2. PROCESSING OF COMPANY PERSONAL DATA

2.1 The parties agree that with regard to the Processing of Company Personal Data, Company is the Data Controller and Processor is the Data Processor.

2.2 Processor shall process Company Personal Data in accordance with the requirements of the Data Protection Laws. Company will ensure that its instructions for the Processing of Company Personal Data shall comply with the Data Protection Laws.

2.3 During the Term of the Agreement, Processor shall only Process Company Personal Data on behalf of and in accordance with Company's instructions. The sole objective of Processing of Company Personal Data by Processor is the performance of the Services pursuant to the Agreement. The types of Company Personal Data and categories of Data Subjects Processed under this DPA include name, email addresses, addresses, telephone numbers, birthdate.

3. RIGHTS OF DATA SUBJECTS

3.1 To the extent Company, in its use or receipt of the Services, does not have the ability to correct, amend, restrict, block or delete Company Personal Data, as required by Data Protection Laws, Processor shall comply with requests by Company to facilitate such actions.

3.2.Processor shall promptly notify Company if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the processing of that person's Personal Data. Processor shall not respond to any such Data Subject request without Company's prior written consent except to confirm that the request relates to Company. Processor shall provide Company with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request to the extent Company does not have access to such Company Personal Data through its use or receipt of the Services.

4. PROCESSOR PERSONNEL

4.1 Processor shall ensure that its personnel engaged in the Processing of Company Personal Data are informed of the confidential nature of the Company Personal Data and are subject to written obligations of confidentiality.

4.2 Processor shall ensure that access to Company Personal Data is strictly limited to those personnel who require such access to perform the Services.

4.3 Processor will appoint a data protection officer where such appointment is required by Data Protection Laws. The appointed person may be reached by email via an email address to be provided by Processor.

5. SUB-PROCESSORS

5.1 Processor shall give Company prior written notice of the appointment of any Sub-processor, including full details of the Processing to be undertaken by the Sub-processor ("Sub-processor Notice"). Processor shall not appoint any Sub-processor except with the prior written consent of Company, according to the procedures set forth in Section 5.2 below.

5.2 In the event that Processor desires to appoint a Sub-processor, then Company's consent thereto may or may not be provided according to the procedures set forth below. However, if Company fails to follow the procedures outlined below, then the API Fees as provided in Schedule B shall be increased 25% for the next calendar month, which begins after the passage of 15 business days from the Sub-processor Notice.

> Sub-processor Consent Procedures:
> a. Within 5 business days after the Sub-processor Notice is emailed to Company at an email address provided by Company, Company shall provide questions (if any) to Processor relating to the intended Sub-processor ("Sub-processor Questions"),
>
> b. Company shall provide a decision to Processor as to whether it consents or does not consent to the appointment of the Sub-processor (i) within 5 business days after Processor responds in a reasonably complete manner to the Sub-processor Questions, or (ii) if Company did not provide any Sub-processor Questions, then upon the passage of 10 business days after the Sub-processor Notice.
>
> c. If Company does not consent to the appointment of the Sub-processor, then at the time (that Company provides notice of such non-consent) Company must

also articulate good faith reasons as to why its consent was withheld, and Company must accommodate a meeting with zingFit within 10 business days thereafter to discuss (in good faith) possible steps that either Processor or the intended Sub-processor can accomplish and after which Company would be willing to provide consent. .

d. The foregoing process assumes that the Processor requests consent for one Sub-processor at a time. For each additional Sub-processor consent requests, the timelines above shall be cumulative and extended by the applicable number of days rather than simultaneous. For example, if there are two Sub-processor consent requests, Company shall have 10 business days to respond with questions rather than 5 business days.

5.3 Company acknowledges and agrees that (i) Processor Affiliates may be retained as Sub-processors; and (ii) Processor may engage third-party Sub-processors in connection with the provision of the Services. Any such Sub-processors will be permitted to obtain Company Personal Data only to deliver the services Processor has retained them to provide, and are prohibited from using Company Personal Data for any other purpose. Processor agrees that any agreement with a Sub-processor will include substantially the same data protection obligations as set out in this DPA.

5.3 With respect to each Sub-processor, Processor shall: (i) before the Sub-processor first Processes Personal Data, carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Company Personal Data required hereunder.

6. SECURITY; AUDIT RIGHTS; PRIVACY IMPACT ASSESSMENTS

6.1 Processor shall implement and maintain appropriate technical and organizational measures to protect Company Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of the Company Personal Data and having regard to the nature of the Company Personal Data which is to be protected. As a minimum, these should include the requirements required under applicable Data Protection Laws.

6.2 Processor shall make available to Company on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by Company or an auditor mandated by Company in relation to the Processing of Company Personal Data by Processor.

6.3 Processor will provide reasonable assistance to Company where Company is conducting a privacy impact assessment.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

7.1 If Processor becomes aware of any unlawful access to any Company Personal Data stored on Processor's equipment or in Processor's facilities, or access to equipment or facilities resulting in any loss, disclosure, or alteration of Company Personal Data("Security Breach"), Processor will immediately: (i) notify Company of the Security Breach; (ii) investigate the Security Breach and provide Company with information about the Security Breach; (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach; and (iv) co-operate with Company and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Security Breach.

7.2. Notification(s) of Security Breaches, if any, will be delivered to the following email address _____.

8. RETURN AND DELETION OF COMPANY DATA

Following the cessation of the Services, Processor shall promptly return Company Personal Data to Company and/or delete Company Personal Data in accordance with Processor's data retention policies which adhere to requirements of Data Protection Laws, and in a manner consistent with the terms of the Agreement.

9. STANDARD CONTRACTUAL CLAUSES

Company (as "data exporter") and Processor (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any transfer of Company Personal Data from Company to Processor attached hereto as Annex 1.

10. PARTIES TO THIS DPA

Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA.

11. LEGAL EFFECT

This DPA shall only become legally binding between Company and Processor when signed by both parties. If this document has been electronically signed by either party such signature will have the same legal affect as a hand written signature.

Agreed for and on behalf of Processor:

ZINGFIT, LLC
a Delaware Limited Liability Company

By: _____
    [Signature]

_____
    [Print Name]

_____
    [Title]

_____
    [Date]

311 Mapleton Ave
Boulder, CO 80304
(646) 397-9464

Agreed for and on behalf of Company:

_____
[Print Legal Name]

_____
DBA Name (if different from legal name)

By: _____
    [Signature]

_____
    [Print Name]

_____
    [Title]

_____
    [Date]

_____
[Street]

_____
[City, State Zip]

_____
Telephone Number

EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: _____

Address: _____

Telephone number: _____

Facsimile number: _____

Email: _____

Other information needed to identify the organization: _____

(the data **exporter**)

Name of the data exporting organization: ZINGFIT LLC

Address: 311 Mapleton Ave., Boulder, CO 80304

Telephone number: (646) 397-9464

Facsimile number:

Email: john@zingfit.com

Other information needed to identify the organization: a Delaware limited liability company

(the data **importer**)

each a "party"; together "the parties", HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the Personal Data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data[1];

(b)   '*the data exporter'* means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter Personal Data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer Personal Data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of Personal Data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

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[1]   Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of Personal Data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the Personal Data processing services will instruct the data importer to process the Personal Data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the Personal Data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer[2]

The data importer agrees and warrants:

(a)   to process the Personal Data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the Personal Data transferred;

(d)   that it will promptly notify the data exporter about:

   (i)   any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

   (ii)   any accidental or unauthorised access, and

   (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the

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[2]   Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia,* internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data

importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established established as listed above.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established as listed above.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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[3]   This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12

Obligation after the termination of Personal Data processing services

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the Personal Data transferred and the copies thereof to the data exporter or shall destroy all the Personal Data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature…………………………………….
(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature…………………………………….
(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): exporting data to importer so that importer may process reservations for data exporter's members.

Data importer

The data importer is (please specify briefly activities relevant to the transfer): is receiving data so that it may process class reservations for users of the data exporter's business.

Data subjects

The Personal Data transferred concern the following categories of data subjects (please specify): end users of the data exporter's business.

Categories of data

The Personal Data transferred concern the following categories of data (please specify): name, email addresses, addresses, telephone numbers, birthdate.

Special categories of data (if appropriate)

The Personal Data transferred concern the following special categories of data (please specify):

Processing operations

The Personal Data transferred will be subject to the following basic processing activities (please specify): storing, transmitting, in order to hold and process class reservations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties, intending to be legally bound, has duly executed this Annex and Appendix relating to the Standard Contractual Clauses by its authorized representative.

DATA IMPORTER: DATA EXPORTER:

ZINGFIT, LLC   _____
a Delaware Limited Liability Company   [Print Legal Name]

                                              _____
                                              DBA Name (if different from legal name)

By: _____   By: _____
      [Signature]   [Signature]

    _____   _____
      [Print Name]   [Print Name]

    _____   _____
      [Title]   [Title]

    _____   _____
      [Date]   [Date]

    311 Mapleton Ave   _____
    Boulder, CO 80304   [Street]
    (646) 397-9464
                                              _____
                                              [City, State Zip]

                                              _____
                                              Telephone Number