



API LICENSE & AGREEMENT

[Version: June 19, 2019]

This API Agreement (defined below) is made as of the Effective Date by and between ZINGFIT, LLC, a New York limited liability company ("zingfit") and API User. This API Agreement governs API User's access to, and use of the API.

The terms contained within the following documents are also incorporated into this API Agreement by reference to form a legally binding contract, which (unless appended hereto) can be found by clicking on each document below or by visiting <http://www.zingfit.com/legal-docs/glossary-terms/> (the terms of the API Agreement and the documents incorporated by reference below are all referred to herein as the "API Agreement"),:

1. The OAuth Apps Authorization Schedule, appended hereto,
2. The [API Fee Schedule and Payment Authorization Instructions](#) ("API Fee Schedule"),
3. The [API Authorized Activities](#),
4. The [User Terms & Conditions](#),
5. The zingfit [Privacy Policy](#),
6. The zingfit [Security Policy](#),
7. The zingfit [Branding Requirements](#), and
8. The [Glossary](#).

1. Definitions

Capitalized terms not defined herein are defined in the [Glossary](#).

2. License

- a. Subject to API User's compliance with this API Agreement, zingfit grants API User a revocable (solely in connection with a termination of this API Agreement), limited, non-exclusive, non-sublicensable (other than to a Third-Party Provider performing on API User's behalf as provided herein) license to access and use the API solely for one of the following purposes: (i) developing, testing, displaying, using and/or distributing API User's Application, and/or (ii) integrating API User's services or applications so as to assist a (zingfit) Client (e.g., such as a studio) in the marketing or operation of its business.
- b. If the API User has executed an App Hosting Agreement (i.e. is also a Client), then all licenses granted in this API Agreement are granted only to the extent that the App Hosting Agreement is in effect. Therefore, the licenses provided under this API Agreement for all Clients, who are API Users, shall cease and terminate upon termination of such App Hosting Agreement. If API User is not a Client, and then the licenses provided under this API Agreement shall terminate upon termination of this API Agreement.
- c. The license and rights conferred herein are granted on the condition precedent that API User will access the API solely for the purposes of using API Data in connection with the zingfit System to make Reservations, purchase any incidental products or services related to such Reservations

and/or assist a Client in the marketing or operation of its business. In connection with this foregoing license, API User is additionally authorized to engage in those activities as set forth in the Schedule of Authorized Activities.

3. Account Registration

- a. All API Users – including but not limited to Clients, Aggregators, API Partners and Third-Party Providers – must register for and maintain an API Account with zingfit to access the API. Any Person who wishes to access the API must duly execute this API Agreement (or in the case of a Third-Party Provider, such Person must execute a Third Party Data Processing Agreement) and accurately provide such information as requested in this API Agreement or such Third Party Data Processing Agreement. Note, each Client will be deemed to “duly execute this API Agreement” by executing the App Hosting Agreement (i.e., the terms of this API Agreement are incorporated into the terms of the App Hosting Agreement), and each Third-Party Provider will be deemed to “duly execute this API Agreement” by executing a Third Party Data Processing Agreement (i.e., the terms of this API Agreement are incorporated into the terms of the Third Party Data Processing Agreement).
- b. API User is solely responsible for all activity that occurs under API User’s API Account, including API User’s login credentials. API User agrees not to provide information regarding API User’s API Account to any Person. API User agrees to notify zingfit within 24 hours of any unauthorized access to API User’s API Account, the API or the zingfit System, of which API User becomes aware.

4. API Docs Access

- a. The API Docs constitute Confidential Information and intellectual property of zingfit. Clients may request access to the API Docs and share the API Docs with its Third-Party Providers only according to the confidentiality provisions of this API Agreement.
- b. Aggregators and API Users must execute a Non-disclosure Agreement in order to access API Docs.

5. OAuth App Access

- a. Access to the API is granted via OAuth Apps, which allow an API User to access only certain parts of the API that correspond to a particular OAuth App. Each OAuth App is designed for a specific purpose and provides selective access to one or more specific API end-points and underlying data. For example, an “Independent Developer OAuth App” provides broad access to the API so as to permit development of a mobile app while the “Reporting OAuth APP” grants exclusive access to Consumer data with attendance and purchase history.
- b. Each API User may only use only those OAuth Apps, which have been specifically authorized for such API User by zingfit in the OAuth Apps Authorization Schedule (e.g., appended hereto). Access to the API as well as any authorization with respect to any particular OAuth App is specific to API User, and API User shall not transfer or share any OAuth App or its access credentials to the API with any other Person. API User is strictly responsible if another Person uses its credentials to access the API or OAuth Apps. A Third-Party Provider (or any other Person) desiring to access the API or use an OAuth App on behalf of an API User must get specific permission from zingfit for such

access. Any other use or access of the API and/or the OAuth Apps are strictly prohibited and will lead to immediate termination of access to the API.

- c. Upon executing the API Agreement, API User will be entitled to use only those OAuth Apps as specifically indicated on OAuth Apps Authorization Schedule. For Clients the OAuth Apps Authorization Schedule is set forth in the App Hosting Agreement, for Third Party Providers the OAuth Apps Authorization Schedule is set forth in the Third Party Data Processing Agreement and for all other API Users the OAuth Apps Authorization Schedule is set forth in this API Agreement itself after the signature page. If API User desires additional OAuth Apps (e.g., additional access to the API), then API User must request such additional access from zingfit. zingfit may grant or withhold such additional access in its sole discretion. If API User desires to use the Reporting OAuth App, then API User must separately execute a Personal Data API Access Form, which will grant access to the Reporting OAuth App, and such additional access to the Reporting OAuth App shall only be granted upon zingfit's execution of a Personal Data API Access Form.
- d. API User is strictly prohibited from allowing any other Person to access the API or use any OAuth App without zingfit's written consent. For any Third-Party Provider accessing the API or using any OAuth App, the requirements of Paragraph 15 must be satisfied, and API User must complete and return to zingfit for approval a Third Party Data Processing Agreement for each specific use by such Third Party Provider – such Third Party Data Processing Agreement shall indicate only those OAuth Apps, which the Third-Party Provider is entitled to use and/or access. API User and each of its Third-Party Provider agree to use each specific OAuth App only as specifically authorized by zingfit and only for its specifically designated purpose. Use of any OAuth App for any use other than its specific purpose and/or by any other Person is strictly prohibited and will cause this API Agreement to terminate immediately, and API User shall be responsible for such inappropriate use of the OAuth App.

6. API Call Limitations

The Permitted Call Volume – e.g., the number of permitted API Calls API User will be permitted to make within a rolling time interval is set forth on the API Fee Schedule. Notwithstanding the preceding, zingfit may reduce the Permitted Call Volume to the API in the event that the zingfit System and/or the API is experiencing significant technical issues that threaten the stability of the zingfit System and/or API, and zingfit will provide API User notice of such an event. Furthermore, upon the happening of such an event, zingfit will use commercially reasonable efforts to restore the functionality of the API so as to restore the Permitted Call Volume.

7. Fees and Payments

zingfit calculates and bills its API Fees and charges on a monthly basis for accessing the API, which may include fees for call volume. Commencing on the Effective Date and continuing until the Termination Date, API User shall pay zingfit all API Fees charged under this API Agreement, as more fully described in the API Fee Schedule. API User will be responsible for paying all API Fees set forth in the API Fee Schedule. API Fees will be invoiced on a monthly calendar basis in arrears (e.g., fees for API User's usage and activity are billed in the calendar month following such usage/activity), and shall be due and payable 30 days after receipt of the applicable invoice. If all API Fees, other than any amounts promptly disputed in good faith,

have not been paid, then within 14 days after notice of such outstanding payment, then API User's access to the API may be terminated. All payments made by API User under this API Agreement will exclude taxes or any levies by any governmental authority or jurisdiction, and API User will pay, any such taxes or levies (by grossing up API User's payment to zingfit or otherwise) so the amount zingfit receives from API User (or on its behalf) will be the same amount as if no taxes (or levies) had been imposed on the payment.

8. Non-Permitted Purposes; API Restrictions

- a. General Usage Restrictions. API User is responsible for its own conduct and the conduct of any Person accessing or using the API on behalf of or for the API User and for any consequences thereof. API User will use the API only for purposes that are legal, proper and in accordance with this API Agreement. In addition to the other restrictions contained in this API Agreement, but subject to those activities specifically authorized as set forth in the Schedule of Authorized Activities, API User agrees that when using the API, API User will not do the following, attempt to do the following, or permit any of API User's end users or other third parties to do the following:
 - i. disparage zingfit or knowingly tarnish the name reputation, image or goodwill of zingfit in connection with API User's Application or the use of the API;
 - ii. modify, obscure, circumvent, or disable any element of the API or the zingfit System;
 - iii. extract, provide or otherwise use data elements from the API or the zingfit System to enhance the data files of any Person;
 - iv. use any portion of the API or the zingfit System in a product or service that competes with products or services offered by zingfit during the term of this API Agreement and thereafter (e.g., the API and the zingfit System are zingfit's intellectual property and this restriction will survive termination of this API Agreement);
 - v. attempt to circumvent any security measures or technical limitations of the API;
 - vi. use the API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy;
 - vii. engage in any activity that would violate any applicable local, state, federal, or international law, or any regulations having the force of law;
 - viii. use the API and/or the zingfit System in a manner in contravention of this API Agreement that impacts the stability of the zingfit System or the zingfit's servers or impacts the behavior of any users accessing the API;
 - ix. create or disclose metrics about, or perform any statistical analysis of the API or the zingfit System during the term of this API Agreement and for a period of 3 years after Termination;
 - x. use the API on behalf of any Person, unless specifically provided for herein;
 - xi. crawl, screen scrape or data mine zingfit Content;
 - xii. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the services offered by zingfit, the zingfit System or the API;
 - xiii. collect information about users of the API or the zingfit System – unless such information qualifies as API Data – for any unauthorized purpose (note, authorized usage of the API is set forth in this API Agreement, including but not limited to §2 and the Schedule of Authorized Activities, attached hereto as Exhibit B);
 - xiv. use the API or the zingfit System in connection with any of the following content: adult content; pyramid schemes, chain letters or disruptive commercial messages or advertisements; infringing, or obscene content; content promoting or instructing about illegal activities or

- promoting physical harm or injury against any group or individual; content infringing any patent, trademark, copyright, trade secret or other proprietary right of any party; content defaming, abusing, harassing, stalking, threatening or violating the rights of privacy and publicity; content disparaging of zingfit or its licensors, licensees, affiliates, or partners; or anything other inappropriate or unlawful content;
- xv. transmit any viruses, worms, defects, Trojan horses, or other disabling code, via the API or otherwise, to zingfit, the zingfit System, zingfit subscribers' computers or other third parties' computers;
 - xvi. access any Client Data or Consumer Data without the authorization of such Client or Consumer;
 - xvii. Access or use any data, except for API Data, through the zingfit System unless specifically authorized in this API Agreement;
 - xviii. cache (in excess of 48 hours), collect, compile, store, transfer or utilize Client Data or any other data derived from zingfit, the zingfit System or zingfit's database(s), including but not limited to Consumer Data, Consumer addresses, passwords or any other identifying information about any Consumer or end user of the zingfit System; and/or
 - xix. provide any Person (other than those employees of the API User with a need to access the API to accomplish the purposes set forth in this API Agreement) with access to the API, except as specifically authorized herein or as specifically authorized by a manager of zingfit in a signed writing (such unauthorized access is referred to herein as "Unauthorized Access") (e.g., Unauthorized Access includes but is not limited to a situation where API User shares with another Person their API key, any OAuth App or any other access to the API.
- b. Permissible Use Requirements. API User shall not be permitted to conduct Studio Management Activities during the time that this API Agreement is in effect, and for a period of two years from the date after the termination of this Agreement within 100 miles of where any client of zingfit has any classroom, Studio or other type of location. Furthermore, API User recognizes that a breach of the requirements of this Paragraph would result in irreparable harm to zingfit for which it would be difficult to quantify damages. As a result, API User further agrees that zingfit shall be entitled, in addition to its other available rights and remedies, to injunctive relief or a decree of specific performance without the necessity of demonstrating actual monetary damage.
- c. Unauthorized Access to API. API User shall not permit any Person, who or which offers a software (or SaaS or platform as a service) scheduling or member management system for commercial gain to other businesses or otherwise, to access or use the API for any purpose.
- d. Right to Investigate. If zingfit suspects that API User has improperly shared or transferred any Reporting Data hereunder, then within 30 day's notice to API User, API User shall provide zingfit with copies of or access to its email communications that (i) are or is reasonably necessary to investigate the occurrence of such improper sharing or transfer, or (ii) is likely to confirm the occurrence of such improper sharing or transfer by such other party. The terms of this subparagraph and those subparagraphs addressing improper sharing of Reporting Data and/or Unauthorized Access to the API are material provisions of this API Agreement.

- e. Required Authorization for Sharing or Transfer of Reporting Data.
 - i. API User shall not transfer any Reporting Data by any means, unless it obtains Access Authorization from zingfit, which it may withhold or grant in its sole discretion. API User can request zingfit's "Access Authorization" by submitting a request in writing, which describes the details of the access to be provided and/or the Reporting Data to be transferred or shared. Access Authorization shall only be provided by zingfit in its sole discretion with its signed written consent.
 - ii. Additionally, API User shall not allow any other Person to access or use the API or receive any Reporting Data – via the use of the Reporting OAuth App, any API endpoints or by any other means – without executing a Third Party Data Processing Agreement with zingfit and such other Person and fully complying with the requirements of Paragraph 15.
- f. Legal Fees & Expenses. In the event any suit, action or proceeding is brought by zingfit to enforce this Agreement, and zingfit is the prevailing party in such action, then zingfit shall be entitled to recover from API User all costs and expenses of suit, including reasonable attorneys' fees, in addition to whatever other relief the prevailing party may be entitled.
- g. Reformation. If any provision within this Paragraph 8 is held to be unenforceable on the grounds that its geographic scope is too broad or its duration too long, such provision shall be reformed (e.g., in geographic scope or duration) only to the extent necessary to make it enforceable.

9. Branding Requirements

API User may develop, display or distribute its API User's Applications (i.e., that interact with the API). API User agrees that it is solely responsible for its API User's Applications and that its API User's Applications must comply with the Branding Requirements.

10. API Modifications & Scheduled Maintenance

- a. Scheduled Maintenance. With 30 days advance notice, zingfit may temporarily suspend access to the API in order to conduct scheduled maintenance.
- b. Modifications. zingfit reserves the right to and may perform either of the following; provided however, that zingfit must provide API User with at least 30 days advance notice and the material functionality or material features of the API, must not be impaired after the same:
 - i. modify the API and/or the services provided through and/or in connection with the API,
 - ii. release subsequent versions of the API, which may function in a dramatically different fashion.

11. zingFit Statistical Data Authorization

API User agrees that zingfit may compile aggregate reservation statistics for general analytics and reporting purposes (such as the total number of reservations or cancellations made through the zingfit platform) provided

that zingfit shall not use or disclose such aggregate data in a manner that identifies API User or any End Users without first obtaining the prior written consent of either API User or such End User (as the case may be).

12. Security

- a. API User's Application(s) should clearly explain to its End Users what it does.
- b. To the extent that Personally Identifiable Information, Client Data or Consumer Data is accessed or held by one of the Parties (or its subcontractors), such Party will and/or will require its subcontractors to (i) implement and maintain reasonable security procedures and practices appropriate to the nature of such data, (ii) take such other actions as are necessary to maintain conformance with industry standards of security with respect to such data, (iii) publish privacy policies, describing how such Party handles and protects data obtained from users, and (iv) protect such data against any loss or unauthorized or illegal access or use.
- c. The Parties agree that at all times during the term of this API Agreement, they will comply with their respective obligations (including but not limited to the handling of data in connection with the API) under all applicable foreign and domestic privacy, security and data protection laws, rules and industry standards, guidelines and practices with respect to privacy, security and data protection.
- d. API User further agrees that its handling of all data in connection with the API shall comply with its own terms and conditions and/or privacy policies that are currently in effect.
- e. In the event of any unauthorized access to Client Data, Consumer Data or Personally Identifiable Information, the Party experiencing such unauthorized access agrees to (i) promptly notify the other Party, (ii) take commercially reasonable efforts to investigate and remediate the cause thereof, and (iii) cooperate with the other Party in the investigation of such breach and the mitigation of damages.

13. Support

- a. Initial Integration. During the first 30 days after the Effective Date of this API Agreement, zingfit shall provide API User (at API User's request) with up to three (3) hours of initial integration support in an effort to enable API User's software to function with the API. As consideration for such initial integration support, API User shall pay zingfit \$500 upon the execution of this API Agreement. For any integration support beyond such three hours of initial integration support, API User agrees to pay zingfit's current hourly support rates upon being invoiced for the same. Aggregators and API Partners will be provided a complimentary 45-minute training session on use of its API "sandbox" (e.g., the testing environment for integration development) and basic zingfit user interface training.
- b. Ongoing support. Other than for initial integration support as provided in the preceding subparagraph, technical support shall be provided as set forth below.

- i. In the event that API User is not a Client and experiences any technical issues related to the zingfit System, API User must resolve such technical issues directly with the zingfit Client with whom API User is attempting to make or book a Reservation (and/or make a related purchase) – e.g., API User must resolve such technical issues directly with such zingfit Client.
- ii. If an API User is a Client and experiences technical issues related to the zingfit System, then such API User must first attempt to resolve such issues with the API User’s internal or technical staff.
- iii. With respect to technical issues regarding the functionality of the API, zingfit agrees to provide support to API User Monday through Friday from 8am to 6pm EST to address such technical API issues. For issues that arise outside of these hours, API User can submit an urgent ticket via zingfit’s support website, which will notify zingfit’s support staff. zingfit agrees to use commercially reasonable efforts to resolve technical issues that might arise with respect to the functionality of the API.
- iv. Absent a formal written agreement between API User and zingfit, the only support for the API (other than the support as specified above) will be provided at zingfit’s sole discretion via zingfit’s website in the form of instructions, “help” explanations, user forums, FAQ’s, or other internet-based documentation (e.g., support will not be provided so as to educate how the zingfit System or API can or may be used).

14. Intellectual Property of the Parties

- a. zingfit Intellectual Property Rights. API User agrees that at no time during and/or after the termination of this API Agreement that API User will attempt to do or do any of the following (directly or indirectly):
 - i. register or buy any trademarks or (web) domain names, which are derived from or confusingly similar to the zingfit Marks, and/or otherwise arrange to use any such preceding domain names to redirect internet traffic or content to API User’s website from zingfit’s domain names or websites;
 - ii. sell, lease, or sublicense any functionality of the API or the zingfit System;
 - iii. use any portion of the API or the zingfit System in a product or service that competes with products or services offered by zingfit during the term of this API Agreement;
 - iv. develop (or assist in the development of) an application programming interface or a service or product that competes with the products or services offered by zingfit; and/or
 - v. API User will not, and will not permit any person, directly or indirectly, to reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy, rent, modify, or alter, other than as explicitly permitted hereunder, create derivative works of the API, the zingfit System or any other portion of the zingfit website or the services offered by zingfit.
- b. API User’s Intellectual Property Rights. zingfit agrees that at no time during or after the termination of this API Agreement that zingfit will attempt to do or do any of the following (directly or indirectly):
 - i. register or buy any trademarks or (web) domain names, which are derived from or confusingly similar to those owned by API User, and/or otherwise arrange to use any such preceding domain names to redirect internet traffic or content to zingfit’s website from API User’s domain names or websites; and/or

- ii. sell, lease, or sublicense any functionality of API User’s Application.
- c. Legal Remedies. In the event any suit, action or proceeding is brought by one Party to enforce this Paragraph 14, the prevailing party in such action shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees in addition to whatever other relief the prevailing party may be entitled. The Parties further agree that the prevailing party shall be entitled, in addition to its other available rights and remedies, to injunctive relief or a decree of specific performance without the necessity of demonstrating actual monetary damage as it is difficult to quantify the damages associated with the interference of intellectual property rights. If any provision within this Paragraph 14 is held to be unenforceable on the grounds that its geographic scope is too broad or its duration too long, such provision shall be reformed (e.g., in geographic scope or duration) only to the extent necessary to make it enforceable.

15. Independent Contractors and Third Party Providers

- a. API User may work with Third Party Providers as necessary to facilitate API User’s performance under this API Agreement only if all the following conditions are met:
 - i. API User conducts due diligence on any such Third Party Providers according commercially reasonable standards;
 - ii. API User provides zingfit with advance notice of the names of such Third Party Providers before granting such Third Party Providers access to the API;
 - iii. Such Third Party Provider accesses the API only through a unique API access key or OAuth App, which has been granted by zingfit to such Third Party Provider specifically, and not through the same access key or OAuth App as used by the API User; and
 - iv. Such Third Party Provider and the API User each agree to be bound by the terms of a “Third Party Data Processing Agreement,” which can be obtained from zingfit and the terms of which will be incorporated into and made a part of this API Agreement.
- b. In exchange for allowing such Third Party Providers to access the API, API User agrees to the indemnification provisions of the User Terms and Conditions (as incorporated herein) and further acknowledges and agrees that any act or omission by its Third Party Providers, which amounts to a breach of this API Agreement, will be deemed a breach by API User, and therefore, API User acknowledges and agrees to assume such liability for the same.

16. Term; Suspension of Access

- a. Term.
 - i. If the API User is a Client then the term of this API Agreement shall start on the Effective Date (as specified on the first page of the App Hosting Agreement) and continue thereafter for so long as the App Hosting Agreement remains in effect.
 - ii. If the API User is not a Client, then the term of this API Agreement shall start on the Effective Date (e.g., the earlier of the date next to zingfit’s signature on the signature page below or the date API

User begins using or accessing the API) and continue thereafter until terminated by either Party with the least 30 days advance notice.

- b. Termination for Nonpayment of Fees. This API Agreement shall terminate immediately upon notice in zingfit's sole discretion if API User fails to pay the fees as set forth in Paragraph 7.
- c. Termination or Suspension by zingfit. In its sole discretion, zingfit reserves the right to suspend API User's access to the API at any time without liability and/or terminate this API Agreement if (i) API User or its Third Party Providers have violated a material provision of this API Agreement (including the documents incorporated by reference), and (ii) API User has failed to cure such violation(s) within 10 days after notice. Access to the API may also be suspended by zingfit without liability and/or this API Agreement may be terminated by zingfit if (i) zingfit has notified API User of a change of any of the terms of this API Agreement (including any documents incorporated into it by reference or made a part of this API Agreement); the new terms (e.g. as notified by zingfit) have been made in a good faith effort (e.g., based on the opinion of zingfit's legal counsel shall be sufficient to establish good faith) so as to comply with government rules, regulations, court decisions or legislation; and (iii) API User does not provide its written consent to amend this API Agreement to conform to the new terms within 30 days thereafter. For the purposes of this API Agreement, zingfit's actions to suspend API User's API access shall be deemed to be in good faith if based upon advice of its legal counsel.
- d. Effect of Termination. Upon termination of this API Agreement all licenses granted to API User under Paragraph 2 of this API Agreement shall terminate. Notwithstanding any termination of this API Agreement, API User shall remain obligated to pay zingfit all API Fees, and such obligation shall survive termination of this API Agreement. Upon any termination of the API or any applicable Transition Period, whichever comes later, API User will (i) promptly delete and remove all calls to the API from all web pages, scripts, widgets, applications, and other software in API User's possession or under its control; (ii) promptly destroy and remove any documentation related to the zingfit System and/or API from all computers, hard drives, networks and other storage media all copies of the API; and (iii) promptly certify in writing to zingfit that such actions have been taken. Additionally, API User agrees to pay all amounts outstanding under this API Agreement within 30 days of termination. As a result of any termination of this API Agreement, API User's Applications shall cease to function properly (or at all) with the zingfit System or the API, and zingfit shall have no liability to API User or any users of API User's Applications in connection with such termination. Notwithstanding anything to the contrary in this API Agreement, upon the termination of the API, API User may, upon request to zingfit, continue to use the API for a period of up to ninety (90) days (the "Transition Period"), and the API Fees during the Transition Period shall remain the same as those API Fees immediately prior to the termination of the API.

17. Third-Party Products and Services

Through the zingfit System or the API, zingfit may make available Third Party Services or Third-Party Applications. Any usage by API User of such Third Party Services, Third Party Applications or any exchange of data between API User and any provider of the same, is solely between API User and such provider (i.e., of the

Third Party Services or Third-Party Applications). zingfit does not warrant or support any Third Party Applications and/or any Third Party Services, whether or not they are designated by zingfit as “certified” or otherwise.

18. Confidential Information

As of the signing of this API Agreement, if API User and zingfit have entered into a separate agreement in the past, which addresses confidential information (“Separate Confidentiality Agreement”), then the terms of such Separate Confidentiality Agreement will continue to exist and apply to API User and zingfit, regardless of any other conflicting terms contained herein (including the User Terms & Conditions). If a Separate Confidentiality Agreement has not been so executed, then the terms in the User Terms & Conditions, which address Confidential Information, shall apply.

19. Publicity

API User may not represent to any Person (including but not limited to the media or via a press release) that their software or applications are created or endorsed by zingfit. API User may not issue any press release, case study or other promotional material via traditional or online media, which mentions zingfit, without zingfit’s prior written approval, which shall not be unreasonably withheld. Notwithstanding, each Party has the right to generally reference that they are working together pursuant to this API Agreement.

[SIGNATURE PAGE TO FOLLOW FOR NON-CLIENTS (EACH CLIENT WILL EXECUTE THE APP HOSTING AGREEMENT WHICH WILL BIND SUCH CLIENT TO THE TERMS OF THIS API AGREEMENT, THEREFORE, CLIENTS WILL NOT NEED TO SIGN AGAIN)]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has duly executed this API Agreement by its authorized representative as of the date listed below zingfit’s authorized signature.

ZINGFIT:

ZINGFIT, LLC
a New York Limited Liability Company

By: _____
[Signature]

[Print Name]

[Title]

[Date]

Address:

2051 Dogwood Street, Suite 110
Louisville, Colorado 80027
Facsimile: 631-899-2531

Email

API USER:

[Print Name]

By: _____
[Signature]

[Print Name]

[Title]

[Date]

Address:

[Street]

[City, State Zip]

Email

OAuth Apps Authorization Schedule

API User acknowledges that it is authorized to use only those OAuth Apps where an “X” has been placed in the above “Access Requested” column. **Except where indicated, zingfit API Fees apply.*

Access Requested	OAuth App (Name)	Description
_____	1. Performance Metrics	Delivers class enrollment data and ingests metrics data to be displayed in the customer profile. <i>* zingfit subscription fees are assessed.</i>
_____	a. Athlios	
_____	b. Gusto	
_____	c. Performance IQ	
_____	d. RISE	
_____	e. SPIVI	
_____	f. Stages	
_____	2. Aggregators	Implement third-party consumer bookings. <i>*Third-party fees apply, no zingfit subscription fees or API fees apply.</i>
_____	a. ClassPass	
_____	b. Esquared	
_____	c. FitReserve	
_____	d. Go2Practice	
_____	e. GroupMove	
_____	f. Gympass	
_____	g. Peerfit	
_____	h. StudioHop	
_____	3. Partners	Branded OAuth Apps of zingfit certified partners (excluding Performance Metrics partners above). <i>* Third-party subscription fees apply; no zingfit subscription fees or API fees apply.</i>
_____	a. Domo	
_____	b. Zenrez	
_____	4. Reporting	Contains PII data – data on customer profile info, purchases, and attendance. <i>API User Must Execute a Separate "Personal Data API Access Form" for the Reporting OAuth App.</i>
_____	5. Independent Developer	Permits development of customer-facing functionality including mobile apps (excluded kiosk development).
_____	6. Kiosk	Permits development of customer-facing kiosk for customer check-in.
_____	7. Custom Integration	For integrations not listed above.

