PERSONAL DATA API ACCESS FORM ("ACCESS FORM")

"API User"(as defined in the API Agreement)

_____

"Third-Party Provider" (hired by API User – if applicable)

_____

Date API Agreement is entered into

_____

Capitalized terms not defined herein are defined in the zingfit Glossary, which can be found here: http://www.zingfit.com/legal-docs/glossary-terms/ (or the API Agreement).

WHEREAS, API User and zingfit have entered into an API Agreement as stated above (the **"API Agreement"**);

WHEREAS, API User desires to access and/or use (or indirectly with the assistance of Third-Party Provider if filled out above) the Reporting OAuth App of zingfit LLC (**"zingfit"**).

NOW THEREFORE, as part of the consideration for entering into the API Agreement by API User (and/or, if applicable, by Third-Party Provider for entering into the Third-Party Data Processing Agreement) API User (and Third-Party Provider, if applicable) and zingfit acknowledge, consent and agree as follows:

1. zingfit hereby agrees to provide access to its Reporting OAuth App to API User (and/or Third-Party Provider, if applicable) subject to the condition precedent that API User and Third-Party Provider jointly and severally agree to the terms of this Access Form. The terms of this Access Form shall supplement all terms set forth in the API Agreement (and/or the Third-Party Data Processing Agreement, if applicable), which shall remain in full force and effect, unless otherwise specifically stated herein.

2. API User (and/or Third-Party Provider, if applicable) shall use the Reporting OAuth App only as a specifically instructed by zingfit in writing.

3. If API User transfers or shares Reporting Data to or with any Person, except for those Persons set forth (accurately and explicitly) on the signature page hereto, then API User shall pay a "Reporting Data Transfer Fee" of $80,000. If a Third-Party Provider (if applicable) transfers or shares Reporting Data to or with any Person, except for those Persons set forth (accurately and explicitly) on the signature page hereto, then API User and Third-Party Provider shall be jointly and severally liable for paying such Reporting Data Transfer Fee.

4. The undersigned represents and warrants that he or she has the authority to bind his or her principal to the terms of this Access Form and has received all necessary approvals to so his or her principal to the terms contained herein.

5. If it becomes necessary to enforce the terms of this Access Form (including the accompanying terms of the API Agreement or the Third-Party Data Processing Agreement, if applicable), then API User and Third-Party Provider (i) shall be jointly and severally liable to reimburse zingfit for all costs related thereto (including attorney fees), (ii) hereby agree to submit to the exclusive jurisdiction of the state and/or federal courts in New York, New York to resolve any such disputes, and (iii) hereby agree that this Access Form shall be governed by the laws of the state of New York.

6. If any provision of this Access Form is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision and that the other provisions remain in full force and effect to the maximum extent possible.

7. A Party's failure to exercise or enforce any right or provision of this Access Form shall not constitute a waiver of such right or provision.

8. Any construction or interpretation to be made of the terms contained within this Access Form shall not be construed against the drafter. The terms of this Access Form constitute the entire agreement between the Parties with respect to the subject matter hereof, and such terms cannot be modified unless the Parties hereto sign a document (e.g., modification cannot be via an email) that sets forth such modifications.

[Signature Page to Follow]

The undersigned hereby acknowledges, consents to and agrees to be bound by the terms contained in this Access Form.

API USER: **THIRD-PARTY PROVIDER (if applicable):**

_____   _____
[Print Name]   [Print Name]

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

_____   _____
[Print Name]   [Print Name]

_____   _____
[Title]   [Title]

_____   _____
[Date]   [Date]

_____   _____
Email   Email

ZINGFIT, LLC:
By: _____
      [Signature]

_____
[Print Name]

_____
[Title]

_____
[Date]

AUTHORIZED PERSONS TO RECEIVE REPORTING DATA:

1.	Name of Entity	_____	2.	Name of Entity	_____
	Contact Person	_____		Contact Person	_____
	Title	_____		Title	_____
	Address	_____		Address	_____
	Email	_____		Email	_____
	Phone	_____		Phone	_____