



[Version: June 12, 2019]

zingFit Service Level Agreement (“SLA”) to the App Hosting Agreement

This SLA is (i) incorporated into and made part of the terms of the App Hosting Agreement between zingFit and Client with respect to Client’s use of the zingFit System and Services provided by zingFit to Client (the “Agreement”), and (ii) outlines the SL Commitment for the zingFit System and Services. Capitalized terms not defined within this SLA will have the meanings given to them in the Glossary, which is located at the following URL: <http://www.zingfit.com/app-hosting-agreement-glossary-terms/>.

1. SL Commitment.

ZingFit will provide the zingFit System and Services to Clients on a twenty-four hour, seven days a week (24x7) basis at an “SL Percentage Rate” of 99.9% as determined under Paragraph 2 below (“SL Commitment”).

The SL Commitment will commence on the date of Client’s first access to the zingFit System and Services (“SL Start Date”).

2. Calculation of SL Percentage.

Compliance with the SL Commitment will be calculated over a consecutive twelve (12) month period ending on each anniversary of the SL Start Date (“Service Period”).

To determine compliance with the SL Commitment, the calculation of the SL Percentages is determined by (i) subtracting the “Downtime” from the “Total SL Minutes,” and (ii) dividing the difference by the “Total SL Minutes.” The formula for the preceding equation is as follows:

SL Percentage = (Total SL Minutes - Downtime)/Total SL Minutes.

For the above calculation of the SL Percentage, the following definitions will apply:

“Downtime” means downtime during a SL Period that’s not caused by or attributable to Permissible Downtime (as defined below).

“Total SL Minutes” means the total number of minutes in a Service Period, minus performance or service-level issues or problems caused by “Permissible Downtime.”

“Permissible Downtime” means downtime during a SL Period, which is caused by any of the following:

- Scheduled maintenance for which zingFit gives Client at least forty-eight (48) hours’ prior notice;
- Force Majeure Event;
- Overall Internet congestion, slowdown, or unavailability;
- Suspension or termination of Client’s access to the zingFit System by zingFit pursuant to the Agreement; or
- Client equipment or third party telecommunications, computer hardware, software, or network infrastructure not within the sole control of zingFit.

3. Software Service Credits.

If the zingFit System or Service fails to meet the SL Commitment during a Service Period, as Client’s sole and exclusive remedy, Client may receive a credit to Client account as follows (“Service Credit”):

Service Availability and Credits

Availability:

99.9% or higher

98%-99.8%

95%-97.9%

90%-94.9%

Below 90%

Credit:

No Credit

One (1) free month of access to the zingFit System

Two (2) free months of access to the zingFit System

Six (6) free months of access to the zingFit System

Twelve (12) free months of access to the zingFit System

4. Credit Requests.

If Client believes the SL Commitment has not been met in a Service Period, in order to receive a Service Credit Client must send a request via email billing@zingfit.com no later than sixty (60) days after the end of the applicable Service Period. The email must include dates, times and descriptions of each instance of Downtime, and any supporting calculations. All properly submitted credit requests will be verified against zingFit’s logs and system records.

To be eligible for a Service Credit hereunder, Client must maintain a paid subscription in good standing for a minimum of twelve (12) consecutive months. Clients are not eligible to receive Service Credit for any Service Period in which Client breached the Agreement or failed to meet payment obligations to zingFit. Credits will be applied to future services only, and any unused credits will be non-refundable upon termination of the Agreement. Third Party Applications and Beta and trial services are excluded from and not covered by this Service Level Agreement and/or the SL Commitment.