

Updated as of November 14, 2017

Fees Listed Herein Shall Be Effective March 21, 2017

ZINGFIT API FEE SCHEDULE (“API FEE SCHEDULE”)

This API Fee Schedule is Incorporated into the terms of and made part of the zingFit API License & Agreement (“API Agreement”), which can be found here <http://www.zingfit.com/legal-docs/API-agreement-terms-and-conditions/>. Capitalized terms not defined herein are defined in the zingFit Glossary, which can be found here: <http://www.zingfit.com/legal-docs/glossary-terms/>. The use of "you", "your", "zingFit", "we" or "us" shall have the same meaning as set forth in the API Agreement.

By using the API, you agree to pay zingFit all of the fees set forth below.

1. “Networking Access Fees”:
 - if you are an Aggregator, then you agree to pay zingFit:
 - a. \$0.50 for each Public Integration Reservation, the payment for which is processed through the zingFit System, and
 - b. \$1.00 for each Public Integration Reservation, the payment for which is not processed through the zingFit System.
2. “Call Volume Fees”:
 - a. You agree 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.
3. “Spot Scheduling Fees”:
 - a. In addition to the above fees, unless you are also a Client who is using the API to make a Spot Scheduling Reservation on your own behalf, you also agree to pay zingFit a Spot Scheduling Fee (defined in subparagraph b

below) for every instance that your use of the API or the zingFit System allows a Consumer (or a Consumer's use of your API Application allows such Consumer) to make a Spot Scheduling Reservation (see the Glossary for the definition of this term, but generally this means if the Consumer is able to identify or reserve a particular piece of equipment or a particular spot in a class, then you must pay the Spot Scheduling Fee in addition to the other fees above).

- b. The "Spot Schedule Fee" is defined as
- i. the positive difference (if any) between (x) the Client's lowest rate per class (or session) as advertised directly by such Client on its website (without regard to whether multiple classes are required to be purchased to achieve that the lowest rate) ("Rack Rate"), and (y) the per class (or session) rate at which you charged the Consumer for the Spot Scheduling Reservation, which is then multiplied by
 - ii. the number of classes or sessions that the Consumer purchased in such Spot Scheduling Reservation.

For illustration purposes, if a Consumer makes a Spot Scheduling Reservation where he/she purchases 10 classes at \$15 and the Rack Rate is \$20, then the Spot Scheduling Fee shall be \$50 (e.g., the math is $[20 - 15] \times 10 = \$50$). However, if the Consumer purchased 10 classes at a price of \$20 or greater, then the Spot Scheduling Fee shall be zero.

- c. You agree, that at the discretion of zingFit, you shall either (i) provide sufficient information to zingFit to be able to determine whether you or your API Application have enabled or performed any Spot Scheduling Reservations and/or whether you have engaged in a Prohibited Activity; or (ii) allow zingFit to audit your files, computer records and/or financial records for the limited scope of determining whether you have performed any Spot Scheduling Reservations and/or have engaged in a Prohibited Activity. If, zingFit in its sole discretion determines that you have not complied with the preceding sentence to zingFit's satisfaction, then, you shall pay to zingFit \$2.50 for each Reservation made through or by accessing the API. The availability or payment of the Transaction Fees as set forth in the preceding sentence shall not affect or diminish any of zingFit's rights or available hereunder.