

ZIN LICENSE AGREEMENT

This Membership and License Agreement (“Agreement”) is made and entered into between Zumba Fitness, LLC (“Zumba”), and you (“Instructor”), as of the date Instructor completes the Instructor Licensing Program (“Effective Date”). Upon Instructor’s completion of the Instructor Licensing Program, Instructor shall automatically become a Zumba Instructor Network (ZIN™) Member and be subject to the terms and conditions of this Agreement. Zumba and Instructor are referred to singularly herein as a “Party” and collectively as the “Parties.”

Zumba owns certain word trademarks and service marks, including Zumba®, Let It Move You™, Party in Pink™, and certain trademarked logos, all associated with its Zumba program, music, clothing, footwear and accessories, such logos being attached as Exhibit A (the word and logo marks are collectively referred to as the “Zumba Marks”).

Zumba also owns certain word trademarks and/or service marks, including Zumba Gold®, Zumba® Toning, Aqua Zumba®, Zumba® Kids and Kids, Jr., Zumba® Step, and Zumba® Gold-Toning, as well as certain trademarked logos, all associated with its specialty Zumba® program, such trademarked logos being attached as Exhibit B (the word and logo marks are collectively referred to as the “Zumba Specialty Marks”). The Zumba Marks and Zumba Specialty Marks are collectively referred to as the “Marks”.

Zumba also owns original works of authorship used in association with the Marks, including literary, dramatic, musical, artistic and other works within the meaning of the U.S. Copyright Act, 17 U.S.C. § 101, and the Berne Convention for the Protection of Literary and Artistic Works (“Zumba Copyrights”). Zumba has taken all steps necessary to protect the Zumba Copyrights, which are valid, subsisting and in full force and effect.

Zumba uses the Marks and Zumba Copyrights (the Marks and Zumba Copyrights are collectively referred to as the “Zumba IP”) on or in connection with services in the field of dance-fitness (“Services”). Trademarks and/or service marks, including ZIN™ and/or incorporating ZIN™ or the “Zumba Instructor Network” (collectively, the “ZIN Marks”) are used to indicate ZIN Membership. ZIN Membership is open only to individuals; a business, organization, or other entity, including, but not limited to, a gym, cannot qualify for a ZIN Membership.

In consideration of the foregoing, the mutual promises set forth below, and Instructor’s membership in the ZIN program, the Parties agree as follows:

1. Grant of License. Subject to the terms of this Agreement, Zumba grants Instructor a limited, nonexclusive, nontransferable, revocable license, without warranty, (i) to use the Zumba Marks to promote and teach Instructor’s Zumba classes and approved Zumba events, and to use the ZIN Marks to identify Instructor as a ZIN Member (“License”); and (ii) following completion of a specialty licensing program, to use the Zumba Specialty Marks associated with that specialty (“Specialty Mark License”) (e.g., following completion of a Zumba Gold® licensing program, Instructor may use the Zumba Gold marks to promote and teach his/her Zumba Gold® classes).

1.1. Territory. The License and Specialty Mark License are not valid in any country to which the U.S. restricts trade or in any country where exercising rights hereunder would violate any local law, regulation or ordinance. For more information, please visit ZIN Home.

1.2. Term. This Agreement shall remain in full force and effect for indefinite successive one (1) month periods (or such other time periods as Instructor selects from time-to-time) unless or until this Agreement is terminated by Zumba or Instructor cancels his/her membership or places his/her membership “on hold” in accordance with Zumba’s cancellation/on-hold policies (“Term”).

1.3 Affiliation. Any use of the Zumba IP including, but not limited to, the use in connection with a domain name, website, social media page, blog, email address, electronic materials or communication, printed materials or communication, or otherwise, must be made in accordance with this Agreement. Such use must not imply an association or affiliation with any third party, including, but not limited to, an implied affiliation with any other brand, organization or company, and/or with any individual not licensed under this Agreement. Where Instructor wishes to use the name, logo or marks of any third party in connection with the use of the Zumba IP, Instructor must obtain the prior approval of Zumba in advance of any such proposed use. Notwithstanding the foregoing, Instructor may use the business name, trade name and/or trademark of a gym or facility where a Zumba class or approved Zumba event is being held, so long as such use is subordinate to the

Marks and the use is permitted by the gym or facility.

1.4. Disparagement. Instructor must not, in connection with the use of the Zumba IP, make any unsavory remarks or comments and/or create any materials or content which Zumba determines, in its sole discretion, dilutes, disparages, or is otherwise detrimental to the Zumba IP, the Zumba brand or the goodwill associated therewith. Instructor agrees to promptly comply with any instructions from Zumba, including, but not limited to, the removal, deletion or withdrawal of such remarks, content or materials.

1.5. Ownership of the Zumba IP. Instructor acknowledges that Zumba owns all right, title and interest in the Zumba IP and that he/she will take no action inconsistent with Zumba's ownership of the Zumba IP. Instructor agrees that Instructor's use of the Zumba IP inures to the sole benefit of and is on behalf of Zumba. In that regard, Instructor agrees that Zumba shall own any and all live performance copyright rights in and to any Zumba classes or events taught by Instructor, including any copyright rights in the filming, recording, streaming, uploading or reproduction in any way of such classes or events. Instructor further agrees that nothing in this Agreement gives Instructor any right, title or interest in the Zumba IP other than the right to use the Zumba IP as permitted in this Agreement. Instructor agrees that he/she will not contest Zumba's right, title and interest in the Zumba IP, the validity or enforceability of the Zumba IP, or the validity of this Agreement. Instructor agrees that he/she will not register or attempt to register any trademark, service mark, copyright, trade name, business name and/or business entity that incorporates in any way the word Zumba and/or any of the other Marks, designs or any derivations thereof, nor will he/she assist any third party in doing so.

2. Subscription Fee. Instructor must pay Zumba a subscription fee in an amount to be set by Zumba from time-to-time ("Fee"), each and every month during the Term. The Fee is subject to change at any time, at Zumba's sole discretion. Zumba reserves the right to establish, revise, modify or amend its billing practices, methods and fees, including, without limitation, its collection practices, payment practices, and fees for content or services provided on its website(s). Instructor agrees to accept notice of any such changes by way of the changes being posted on the ZIN home page accessible on www.zumba.com ("ZIN Home"). Instructor's failure to timely make any payments due under this Agreement is a material breach permitting Zumba to immediately cancel Instructor's ZIN Membership benefits and/or terminate this Agreement.

2.1. Third Party Payments. Zumba accepts payments of the Fee from third parties, such as gyms, facilities or individuals. It is Instructor's sole responsibility to ensure that the Fee is timely paid each month, regardless of whether the Fee is paid by Instructor or by a third party. A third party paying the Fee on behalf of an Instructor may, at any time, contact Zumba directly to cancel payment of the Instructor's Fee. In the event the third party cancels payment of the Fee, it is the sole responsibility of Instructor to ensure that any current and future Fees are paid in a timely manner. Zumba will make a reasonable attempt to inform Instructor, by way of an email to the email address provided by Instructor in his/her ZIN Registration Form or as updated by Instructor through his/her profile on ZIN Home, of the cancellation of payment by the third party. Zumba is in no way responsible for making any further attempts to contact Instructor in this regard and accepts no liability for any loss or damage, including termination of this Agreement, suffered by Instructor as a result of non-payment of the Fee.

2.2. Use of ZIN Materials By a Third Party. This Agreement is between Zumba and the Instructor, regardless of whether the Fee is paid by the Instructor or a third party. All ZIN materials distributed to Instructor as a result of this Agreement are the property of Zumba and the Instructor. Any other use or distribution of such materials is strictly prohibited, including, but not limited to, the use of such materials by a gym, facility, or individual who makes one or more payments of the Fee on behalf of Instructor. Notwithstanding the foregoing, gyms and other facilities hosting Instructor's Zumba classes and/or approved Zumba events may make use of marketing and promotional materials that are made available to such third parties by Zumba in its sole discretion.

2.3. Use of Third Party IP Rights. Instructor must not include third party intellectual property rights in materials promoting Instructor's Zumba classes or approved Zumba events without the prior written approval of Zumba. However, use of the name or mark of the gym or facility where a Zumba class or approved Zumba event is being held is permitted if subordinate to the Marks and the use is permitted by the gym or facility.

3. Proper Use of the Marks. Instructor agrees to use the Marks only in the forms shown in Exhibits A and B, including adhering to the correct colors, fonts, stylization, proportionality and other elements of the Marks.

Instructor must follow the guidelines provided by Zumba, and always use the appropriate trademark symbol (® or ™) with each use of a Mark. Instructor agrees to follow all instructions, requests and/or demands made to Instructor by Zumba concerning Instructor's use of the Marks and/or the Zumba IP. Instructor must use its best efforts to use the most current versions of the Marks as provided by Zumba.

3.1 Used Under License Language. Instructor must use the following "used under license" language on all materials, printed or electronic, which bear one or more of the Marks:

Zumba®, [insert other Marks, i.e., Zumba Gold®, Aqua Zumba®] and the Zumba logos are trademarks of Zumba Fitness, LLC, used under license.

3.2. Quality Standards. Instructor agrees that the nature and quality of Instructor's marketing and services using the Marks must conform to the standards set by Zumba (a) in the Instructor Licensing Program; (b) in the Instructor Licensing Program manuals; (c) at ZIN Home; (d) in any brand use guidelines provided by Zumba; and (e) in this Agreement. Instructor further agrees to cooperate with Zumba in facilitating Zumba's control over the nature and quality of Instructor's marketing and services using the Marks, to permit observation of Instructor's Zumba classes or approved Zumba events, to promptly comply with all instructions from Zumba, and to supply Zumba with evidence confirming compliance with this Agreement upon request.

3.3. Compliance with Laws and Regulations. Instructor must comply with all applicable laws, regulations and ordinances in the country, state and locality in which Instructor is teaching Zumba classes and approved Zumba events and obtain all appropriate government approvals pertaining to marketing, advertising, or providing Instructor's services, including any applicable requirements for the instruction of children.

3.4. Promotional materials. Instructor may use the Marks on flyers, posters, email and other printed materials whose sole purpose is to promote Instructor's Zumba classes or approved Zumba events. Such materials must include the "used under license language" provided above.

3.5. Email addresses. Instructor may use "Zumba" or one or more of the Zumba Specialty Marks, for which Instructor is licensed, as part of Instructor's email address so long as Instructor uses such email address solely for the promotion of Instructor's Zumba classes and approved, related Zumba activities.

3.6. Domain Names. Instructor may use "Zumba" or one or more of the Zumba Specialty Marks, for which Instructor is licensed, as part of Instructor's domain name for a website that promotes only Instructor's Zumba classes, approved Zumba events and related, but subordinate, Zumba clothing and accessory sales. For example, www.zumbagoldbyjennifer.com is an acceptable domain name for an Instructor named "Jennifer" who is licensed to teach Zumba Gold® classes and whose website, under this domain, promotes only her Zumba classes, approved Zumba events and approved, related Zumba activities. Instructor may not, at any time, register a domain name containing, in whole or in part, any of the other Marks. Registration and/or use of a domain name must adhere to the terms of this Agreement, including the following:

- (a) Competing Services/Goods.** Under a domain name containing the ZUMBA mark, Instructor must not sell, offer for sale, advertise or promote any services or goods except Instructor's Zumba classes, approved Zumba events and related, authorized Zumba goods and activities.
- (b) Transfer of Domain Names to Zumba.** In the event Zumba determines it has a need or desire, in its sole discretion, to own a domain name registered or operated by Instructor that incorporates in whole or in part any of the Marks, Instructor must, at Zumba's request, immediately transfer such domain name to Zumba. Zumba may reimburse Instructor for reasonable and documented out-of-pocket costs, which Instructor has paid to the Registrar for registration of the domain name. Zumba will not reimburse Instructor for any costs incurred in designing Instructor's website, creating marketing materials, or any other costs incurred in connection with the domain name.
- (c) Identification of ZIN Member.** Instructor must be identified in the domain name WHOIS listing as the Registrant of any domain name used by the Instructor that contains, in whole or in part, any of the Marks. Instructor must include his/her Zumba Instructor number or profile link in the domain name registration information, if possible. Instructor must not use a privacy protection service in

connection with the registration of such a domain name.

- (d) **Domain Names Containing Country Names.** An Instructor wishing to register or use a domain name containing “Zumba” and the name of a country (e.g., zumbaaustralia.com; zumba-brazil.co.br; russia-zumba.net, etc.) must obtain written approval from Zumba in advance of such registration.

3.7. Websites, Social Media & Other Internet Uses. Instructor may use the Marks on a website, including blogs and social media sites, where Instructor uses the Marks to promote Instructor’s Zumba classes and approved Zumba events in accordance with this Agreement and under the following guidelines (“Instructor’s Site”):

- (a) **Trademark Notice.** Instructor must include the “used under license” language provided in above on the home page of Instructor’s Site, which must reference all of the Marks used in the Site.
- (b) **Link to Zumba.com.** Instructor must include a prominent hyperlink on the Instructor Site’s home page to Zumba’s www.zumba.com website.
- (c) **Music.** Instructor may use Zumba’s original compositions and such other original sound tracks that may be released in the future as background music on Instructor’s Site. Instructor must not use any other music on Instructor’s Site unless he/she has obtained an appropriate license to do so.
- (d) **Ownership.** Instructor must clearly identify his/her self as the owner of Instructor’s Site by clearly stating his/her legal name on the home page. In addition, on the home page of Instructor’s Site, Instructor must post a link, in the following form, to his/her ZIN profile located on www.zumba.com:

This site (or social media page) is owned and operated by [insert Instructor name], a licensed ZIN™ member. See my ZIN profile at: [insert profile link].

- (e) **Adwords/Keywords.** Instructor must not use any Marks as AdWords, paid search, keywords or otherwise for search engine optimization and/or for creating “sponsored links”.
- (f) **Social Media Page Titles.** Instructor must include his/her name in the title of any social media page(s) incorporating one or more of the Marks. In the case of group pages, all Instructors must be ZIN members and all ZIN members must be identified in a conspicuous location on the page. This Section 3.7(f) also applies to social media pages created and/or used for events. Any Instructor Facebook page created on or before December 15, 2011 is exempt from this Section 3.7(f). Such exemption requires that Instructor lists in the “About Me Section” Instructor’s legal name, as it appears on www.zumba.com, and a link to his/her profile or personal zumba.com website. This exception does not affect any other provision of this Agreement.

3.8. Radio and Television. Instructor is only permitted to use the Marks in radio or television advertising with Zumba’s prior written approval.

3.9. Bona Fide News Coverage. Instructor may promote Instructor’s Zumba classes or approved Zumba event through live news coverage or print news media, or through any mainstream news organization or print publisher. In the event of such promotion, Instructor must inform the news organization or publisher of Zumba’s guidelines for proper trademark usage. With respect to live news coverage, such coverage must not include more than ten (10) minutes of a Zumba class, approved Zumba event or a Zumba exercise routine without Zumba’s prior written approval. In the event Instructor is aware of the coverage in advance, Instructor must notify Zumba of such coverage by email to pr@zumba.com. In the event Instructor is not aware of the coverage in advance, Instructor must promptly notify Zumba after the coverage and, when possible, provide Zumba with a copy of the article or footage.

3.10. Sale of Genuine Zumba Products. Instructor may use the Marks in connection with the resale of genuine Zumba products purchased from Zumba or an authorized distributor, so long as such sales are subordinate to Instructor’s Zumba classes or approved Zumba event. Instructor may also resell original Zumba products on online trade boards, provided that Instructor clearly identifies his/herself in such listings. Except as may be provided for under a separate agreement, Instructor may not sell Zumba products outside of the geographic

region where those products were purchased. For example, products that Instructor buys in the U.S. must be resold in the U.S. and not offered for sale outside of the U.S.

3.11. ZIN Marks. Instructor may use the ZIN Marks solely to identify Instructor as a ZIN member.

3.12. Charitable Fund Raising Services/Other Events. Upon obtaining prior approval from Zumba, Instructor may conduct Zumba classes or events in connection with fund raising activities for charitable or other worthy causes. For example, such fundraising events can be identified under the name Zumba® Class Fundraiser, Zumbathon® Charity Event, Zumbathon® Event, etc. The Zumbathon mark is considered a Mark hereunder for this limited, charity event-related use, so long as Instructor has sought and obtained approval from Zumba. Activities using the Zumbathon mark must be conducted in accordance with applicable laws. Instructor is responsible for the handling of and proper disbursement of all fundraising related to the charity event. Zumba reserves the right to prohibit instructor from using the Zumbathon mark, and/or any of the other Marks, in connection with any fundraising activities that Zumba determines, in its sole discretion, is in conflict with the terms of this Agreement or is otherwise inconsistent with Zumba's business objectives or interests. Instructor is prohibited from using Zumba's Fitness-Concert™ trademark, including in connection with any charitable fund raising event or other event. For permission to host a charitable fund raising event or other event using the Marks, including the Zumbathon mark, Instructor must submit an approval request through ZIN Home.

3.13. Trade Shows and College Classes for Credit. Upon prior written approval from Zumba, Instructor may conduct Zumba classes at trade shows and in classes for college credit. A request for approval must be submitted fourteen (14) days in advance through ZIN Home. Whenever Instructor participates in or conducts such classes, Instructor's name must be listed in any promotional materials. Instructor must not participate in any such class using the Marks in which any other class-teaching participant is not also a ZIN member.

4. Restricted Use of the Marks and Zumba IP. Instructor acknowledges that Zumba may use, or license others to use, the Zumba IP in connection with various goods and services. Instructor has no right to use and must not use the Zumba IP for purposes of promoting any workshop, training, instruction, choreography session, or other activity, program, company, or product/service except Instructor's own Zumba classes or approved Zumba events. Instructor must not use any Zumba IP to identify a gym, workout facility, business or trade name, or any other type of facility, program or product, except as expressly authorized herein, without the prior written approval of Zumba. Zumba reserves the right to remove any content posted on the Internet and/or otherwise used by Instructor that violates Zumba's rights in and to the Zumba IP.

4.1. Never Modify the Marks. Instructor agrees to use the Marks in accordance with the terms of this Agreement and to refrain from modifying the Marks. For example, Instructor must not (i) refer to a class as, by way of example only, "Zumba Core", "Zumba Glutes", "Zumba Warrior", or "Zumba for seniors"; or (ii) change the spelling of the Marks, such as, by way of example only, using the phrases "Zumbarific" or "Zumba-mania."

4.2. Never Use the Marks as a Business or Trade Name. Instructor must not open or operate a business containing the Marks in the name of the business or trade name including, by way of example only, "Zumba Club", "Zumba Studio", or "Zumba Fitness Center."

4.3. Never Use the Marks as Verbs or Nouns. Instructor must not use the Marks as nouns or verbs including, by way of example only, "I Love to Zumba", "Once you Zumba, you'll be hooked" or "My gym offers Zumba". Instructor must always use the Marks as adjectives including, by way of example only, "I Love the Zumba® program", "Once you attend a Zumba® class, you'll be hooked" or "My gym offers Zumba® classes."

4.4. Never Use the Marks as Titles to Newsletters or Publications. Instructor must not use the Marks, in whole or in part, as the title of a newsletter or any other publication whether printed or online.

4.5. Merchandise. Instructor must not manufacture or create any merchandise, including, but not limited to, apparel, accessories, CDS, DVDS or promotional items, bearing the Zumba IP or any of the Marks or any names, designs, logos or marks similar to or related to the Marks and must not offer for sale, sell and/or distribute such merchandise. Notwithstanding the foregoing, Instructor is permitted to modify and/or repurpose any official Zumba wear and accessories for Instructor's personal use only. Modification and repurposing includes, but is not limited to, the cutting, alteration or destruction of an official Zumba wear product from its original intended

use and form into a different use or form. Permitted modification and repurposing expressly excludes the application or combination of any Zumba product or portion thereof, whether bearing the Marks or not, to any other non-Zumba branded merchandise or products. Instructor is prohibited from offering for sale, selling, or distributing modified and repurposed Zumba wear and accessories.

4.6. ZIN Materials. Instructor must not copy, duplicate, sell, distribute, upload, stream or otherwise disseminate any ZIN materials, such as, but not limited to, ZIN welcome kits, or its contents; manuals; ZIN CDs and DVDs; and ZIN mega-mix CDs. Instructor must not play the ZIN DVDs as part of a class or publicly perform any Zumba video, including of Instructor's own classes. In the event of termination or cancellation of this Agreement, Instructor agrees to retain Instructor's ZIN materials, destroy them or return them to Zumba.

4.7. Videos/Recording. Instructor is prohibited from filming, recording, streaming live video, creating DVDs or reproducing in any manner Zumba classes, or otherwise imitating Zumba/ZIN choreography or music. For example, Instructor is prohibited from offering Zumba® classes over the Internet (including, but not limited to, through a subscription service, on-demand or by way of a live stream). Zumba videos, CDs and DVDs are fully protected under the U.S. copyright laws, and any unauthorized duplication, exhibition, distribution or other use without the express prior written approval of Zumba is strictly prohibited.

4.8. Mobile Applications. Instructor must not use the Zumba IP in any manner in connection with a mobile application, including, but not limited to, the title, icon and content of the application.

4.9. Program Names. Instructor may only use the program names for which Instructor has a License to teach. Instructor must not alter any of the Zumba program names or create his/her own program names. For example Aqua Zumba® cannot be called "Pool Zumba" and Aqua Zumba® classes can only be taught by an Instructor who has a Specialty License to teach the Aqua Zumba® program.

5. Termination. Zumba may terminate this Agreement and Instructor's ZIN membership at any time, with or without cause, by giving Instructor written notice of termination. Upon termination without cause, any Fee paid but not used will be returned to Instructor.

5.1. For Cause. Zumba has the right to immediately terminate this Agreement upon written notice to Instructor in the event of Instructor's breach of any provision of this Agreement or as a result of any action or conduct by Instructor that Zumba deems detrimental to the Zumba IP, the Zumba brand or the goodwill associated therewith. Zumba may, in its sole discretion, provide Instructor with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid but not used will not be returned to Instructor.

5.2. Effect of Termination. Upon termination, Instructor must (i) immediately discontinue use of the Zumba IP; (ii) comply with Section 4.6 with respect to any ZIN materials; (iii) in the event Instructor registered a domain name containing the ZUMBA mark, immediately disable the website and transfer the domain name to Zumba; and (iv) in the event Instructor created or used an email address containing any of the Marks, immediately discontinue all use of such email address. All rights in the Zumba IP and the goodwill associated therewith remains the exclusive property of Zumba.

6. Cancellation by Instructor. Instructor may cancel this Agreement at any time during the Term subject to Zumba's "Cancellation" policy, it being understood that such Cancellation policy will be set forth on ZIN Home.

7. Third-Party Infringement. Instructor must promptly notify Zumba of any unauthorized use of the Zumba IP by a third party for which Instructor becomes aware. Zumba has the sole right and discretion to take action, including, but not limited to, bringing action involving the Zumba IP and retaining the proceeds of any settlement or recovery in such action. Instructor agrees to cooperate with Zumba in enforcing and protecting the Zumba IP.

8. Interpretation and Enforcement. This Agreement will be construed in accordance with the laws of the U.S. and the State of Florida. Instructor agrees that any legal action arising from or relating to this Agreement must be brought in a state or federal court located in Broward County, Florida. Instructor waives any challenge to personal jurisdiction or venue in those courts. The prevailing Party in any such action is entitled to recover its attorneys' fees and costs. The Parties expressly waive the right to a trial by jury in any action relating to this Agreement. Instructor agrees that any judgment by a court under this Section 8 is fully enforceable in Instructor's country of residence.

9. Acceptance of and Modifications to Agreement. Instructor agrees that payment of the Fee pursuant to this Agreement and/or completing the click-through process required to accept this Agreement, shall be effective as an original signature and constitute Instructor's acceptance to the terms hereof. Instructor expressly acknowledges that he/she has read and understands this Agreement in its entirety. Instructor acknowledges that this Agreement may be modified from time to time at Zumba's sole discretion. Such changes may be effected by Zumba's posting of a change notice or a new agreement on its website. Such modified terms are deemed incorporated herein and made part hereof. Zumba will make commercially reasonable efforts to notify Instructor of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that Zumba has posted the changes on ZIN Home. In the event Instructor does not agree to abide by the terms of the Agreement, as modified, Instructor's sole remedy and recourse is to terminate this Agreement. Instructor agrees to monitor ZIN Home regularly for changes to this Agreement.

10. Relationship of the Parties. The relationship between Zumba and Instructor is that of licensor and licensee, respectively. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties, nor shall Zumba be deemed to be acting in a fiduciary capacity with respect to Instructor. Instructor has no authority to make or accept any offers or representations on behalf of Zumba or to otherwise act for or bind Zumba in any manner. Instructor must not make any statements or take any actions that may contradict the relationship set forth in this Section 10 or that may confuse or mislead any person regarding the nature of the relationship between the Parties.

11. Disclaimer and Limitation of Liability. Zumba makes no representations or warranties, express or implied, with respect to ZIN, the Services, or any Zumba-related products, including, without limitation, warranties of fitness, merchantability or non-infringement. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, will Zumba or any of its affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors or suppliers be liable to Instructor or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of Zumba has been advised of or should have known of the possibility of such damages. Zumba makes no representation that the operation of Zumba's website(s) will be uninterrupted or error-free. Zumba will not be liable for the consequences of any interruptions or errors, although Zumba agrees to make commercially reasonable efforts to correct errors or interruptions. In no event will Zumba be liable for any damages in excess of the fees paid by Instructor pursuant to this Agreement during the six (6) month period preceding the date on which a claim arises.

12. Indemnification. Instructor agrees to indemnify, defend and hold harmless Zumba, and any of its affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors or suppliers from any and all losses, liabilities, damages and expenses (including attorneys' fees and costs) that they may suffer as a result of any claims, demands, actions or other proceedings made or instituted by a third party which arises out of any (i) criminal and/or negligent acts of Instructor; (ii) breach by Instructor of any provision of this Agreement; or (ii) other act or omission of Instructor.

13. Nature of the Services. Instructor acknowledges that as a result of the physical nature of Zumba classes or events, such classes or events may not be safe or appropriate for everyone. Instructor further acknowledges that any information Zumba may provide to Instructor through an Instructor Licensing Program session, in Zumba materials, on Zumba's website(s) or otherwise regarding health and fitness is intended solely as a general educational aid and is not a substitute for medical or healthcare advice. Instructor further acknowledges that Instructor has been encouraged to seek the advice of a physician or other qualified healthcare professional before providing the Services or if Instructor experiences any medical condition that may affect Instructor's ability to provide the Services. Instructor further acknowledges that he/she has been advised by Zumba to ensure that Instructor complies with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where Instructor will be conducting his/her Zumba classes. Zumba and its affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors or suppliers assume no responsibility for any consequence relating directly or indirectly from any action or inaction of Instructor based on the information, services, or other material provided by Zumba. While Zumba strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, Zumba and its affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors or suppliers do not guarantee, and will not be

responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Instructor also acknowledges and agrees that he/she releases from liability, and holds harmless Zumba, and any of its affiliates, subsidiaries, related companies, employees, directors, officers, agents, vendors or suppliers for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting directly or indirectly from Instructor's provision of the Services. If Instructor is injured providing the Services, Instructor agrees to assume any financial obligations, either through Instructor's personal health insurance, or through some other means, for any medical costs that Instructor may incur. Zumba assumes no responsibility for any medical expenses, injury, or damage suffered by Instructor, or any of Instructor's students, in connection with Instructor's provision of the Services.

14. Notices. Any notice, request, demand or other communication required or permitted to be given hereunder may be given to any Party at the addresses set forth below or as later specified in a notice designated as a change of address under this Section 14. Any notice or request must be given by First Class mail, hand delivery; or, e-mail.

If to Zumba: Chief Legal Officer, Zumba Fitness, LLC
800 Silks Run, Suite 2310, Hallandale, FL 33009
E-mail: ip@zumba.com

If to Instructor: To the email address on Instructor's ZIN registration or on his/her profile on ZIN Home.

15. No Waiver and Reservation of Rights. Zumba's failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. All rights not specifically granted herein are expressly reserved by Zumba.

To submit questions or requests regarding this Agreement please contact Zumba by emailing ip@zumba.com.