Credit Hours: 1.6 ACE and 15 AFAA
ACE Course Title: Zumbini Instructor Training
ACE Course #: CEP106943
AFAA Course Provider # 11,812 (Zumbini LLC)

zumbini®
CREATED BY ZUMBA®

Lisa Anthony

OFFICIAL ZUMBINI® INSTRUCTOR

July 28, 2020

DATE

Ashlee Cramer

ASHLEE CRAMER
PROGRAM CREATOR

Zumbini, LLC www.zumbini.com

This document certifies that the above named person has successfully completed an official Zumbini® Instructor Licensing program and is authorized to offer Zumbini classes for up to six (6) months from the date hereof (subject to the terms and conditions set forth on the reverse side of this certificate), or so long as instructor is a PLAY Network™ Member in good standing. Visit zumbini.com to verify that Instructor's license is current and valid.

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SIX (6) MONTH LIMITED TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (“Agreement”’) is made and entered into as of the date shown on the front of this Certificate by and between Zumbini, LLC (“Zumbini”). and the instructor named thereon (“Instructor”).

WHEREAS, Zumbini has the exclusive rights from Zumba Fitness, LLC to exploit the one- word trademark ZUMBINI® (the “ZUMBINI® Mark”) used on or in connection with educational services, namely, providing ZUMBINI® classes (“Services”); and

WHEREAS, Instructor wants to use the ZUMBINI® Mark to provide the Services;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and Instructor having completed an official Zumbini® Instructor Licensing Program, the parties agree as follows:

1. **Grant of License.** Zumbini hereby grants to Instructor a nonexclusive, nontransferable, limited license (“License”), without warranty, to use the ZUMBINI® Mark, to promote the Services, and Instructor accepts the License subject to the terms and conditions stated herein. This license is not valid in China, or in any country in which it would violate local or US laws or trade regulations. Each and every child partic- ipating in Instructor’s Zumbini classes must be accompanied by a parent, legal guardian or authorized caregiver at all times. Instructor’s failure to abide by this requirement is grounds for immediate termination of this Agreement.

2. **Form of Use.** Instructor agrees to use the ZUMBINI® Mark only in the form and manner as prescribed from time to time by Zumbini, and not to use any other trademark or service mark in combination with the ZUMBINI® Mark. The only permitted use of the ZUMBINI® Mark under this License is in verbal communications and on class sched- ules. Instructor shall not incorporate the ZUMBINI® Mark, in whole or in part, in any corporate or trade name. Instructor shall have NO RIGHT to use any Zumbini logos, the Zumbini stylization or ZUMBINI in connection with any clothing, music, instruments, videos, domain names, or any other products or services. Instructor agrees to use the ® symbol on the right-hand shoulder of ZUMBINI® in all print communications and to use the ZUMBINI trademark in accordance with Zumbini’s trademark usage guide.

3. **Ownership of Mark.** Instructor agrees that nothing in this License shall give Instructor any right, title or interest in the ZUMBINI® Mark other than the right to use the ZUMBINI® Mark in accordance with this License and Instructor agrees that it will not register or attempt to register any trademark, service mark, logo, copyright, trade name or business name incorporating “Zumbini” or the ZUMBINI® Mark, or any derivations thereof, nor will Instructor assist any party in doing so.

4. **Quality Standards.** Instructor agrees that the nature and quality of all Services ren- dered by Instructor in connection with the ZUMBINI® Mark shall conform to standards set by Zumbini as explained during the Zumbini® Instructor Licensing Program, and as otherwise instructed by Zumbini from time-to-time including at www.zumbini.com.

5. **Quality Maintenance.** Instructor agrees to cooperate with Zumbini in facilitating Zumbini’s control of the quality of Services offered under the ZUMBINI® Mark, permit observation of Instructor’s classes, and supply Zumbini with evidence confirming compliance with this Agree- ment upon request. Instructor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the Services and usage of the ZUMBINI® Mark. Instructor agrees to comply with all instructions from Zumbini.

6. **Infringement Proceedings.** Instructor agrees to promptly notify Zumbini if Instructor becomes aware of any unauthorized use of the ZUMBINI® Mark. Zumbini shall have the sole right and discretion to bring infringement, unfair competition or any other legal proceedings involving the ZUMBINI® Mark.

7. **Term.** This Agreement shall continue in full force and effect for a period of six (6) months from the date on the front of this Certificate, except that the License may be terminated as provided for in Section 8.

8. **Termination For Cause.** Zumbini shall have the right to immediately terminate this Agreement upon written notice to Instructor upon breach of any of the provisions hereof by Instructor or upon Instructor taking any illegal action or conduct deemed by Zumbini in its sole discretion to be detrimental to the Zumbini® brand.

9. **Effect of Termination.** Upon termination of this Agreement, Instructor shall immediately discontinue all use of the ZUMBINI® Mark as well as any and all confusingly similar names and marks. In the event Instructor created any unauthorized printed materials containing the ZUMBINI® Mark, Instructor shall immediately destroy all such printed materials.

10. **Interpretation of Agreement;** Enforcement. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The parties agree that any legal action arising from or relating to this Agreement may be brought in a court of competent jurisdiction in Broward County, Florida, each party expressly waiving any challenge to personal jurisdiction and venue. The prevailing party in any such action shall be entitled to recover its reasonable attorney’s fees and costs.

11. **Acceptance of Terms.** Instructor’s participation in the Zumbini® Instructor Licensing Program and acceptance of this certificate shall constitute Instructor’s acceptance of the terms hereof. Failure to accept and be able to produce this original document during the term shall render the License void.