

Brewery Participation Agreement

As a participant in the “I remember my first checkin” program (the “Program”), Brewery hereby agrees as follows:

Grant of Rights:

Subject to the terms of this Agreement, Next Glass, Inc. d/b/a Untappd (“Untappd”) hereby grants Brewery a non-exclusive, limited, non-transferable, non-sublicensable, non-assignable right and license during the term of the Program to (a) brew the “I Remember My First Check-In” recipe in connection with the Program, provided that Brewery shall (1) add at least one ingredient to the recipe and (2) source at least one ingredient for the recipe at market value directly from a grower or supplier within 100km of the location where the recipe is brewed; and (b) access, use, copy or otherwise reproduce, distribute, and/or publicly display, the Program IP for the sole purposes of participation in the Program as set forth herein, where “Program IP” means the Program materials, website, and any trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of Untappd provided by Untappd on the Program website.

Brewery hereby grants Untappd the limited right to access, use, and publicly display Brewery’s name, logo(s), and website in connection with marketing and promotion of the Program.

Program Obligations to Dogfish Head

Brewery agrees that Dogfish Head Craft Brewery, LLC (“Dogfish”) is the exclusive owner of the “I Remember My First Check-In” recipe and all the goodwill attached thereto, and that Dogfish shall retain full rights to the “I Remember My First Check-In” recipe, all applications for and registrations granted thereon, and all goodwill associated therewith. Brewery recognizes that the “I Remember My First Check-In” recipe is an extremely valuable asset of Dogfish, and that the royalty-free nature of this license in no way indicates the monetary value of the “I Remember My First Check-In” recipe either as of the effective date of this Agreement or in the future. Brewery acknowledges that the “I Remember My First Check-In” recipe has established extremely valuable goodwill and is well recognized among consumers.

Brewery warrants and represents that it shall not, directly or indirectly, and shall not permit any representative of Brewery to: (a) rent, lease, lend, sell, license, sublicense, or assign the “I Remember My First Check-In” recipe; (b) use the “I Remember My First Check-In” recipe in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (c) utilize the “I Remember My First Check-In” recipe to create, develop, enhance, or modify any competing product or service. Brewery is responsible and liable for all of its uses of the “I Remember My First Check-In” recipe, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement

Program Obligations to Untappd

Brewery agrees that Untappd is the exclusive owner of the Program IP and all the goodwill attached thereto, and that Untappd shall retain full rights to the Program IP, all applications for and registrations granted thereon, and all goodwill associated therewith. Brewery recognizes that the Program IP is an extremely valuable asset of Untappd, and that the royalty-free nature of this license in no way indicates the monetary value of the Program IP either as of the effective date of this Agreement or in the future. Brewery acknowledges that the Program IP has established extremely valuable goodwill and is well recognized among consumers.

As a condition to participation in the Program, Brewery warrants and represents that it shall not, directly or indirectly, and shall not permit any representative of Brewery to: (a) copy, modify, or create derivative works of the Program IP, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, or assign the Program IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Program IP, in whole or in part; (d) remove any proprietary notices from the Program IP; (e) use the Program IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (f) utilize the Program IP to create, develop, enhance, or modify any competing product or service. Brewery is responsible and liable for all of its uses of the Program IP, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Untappd may suspend or terminate Brewery's participation to any portion or all of the Program if: (i) Untappd reasonably determines that (A) there is a disruption, threat or attack on any of the Program IP or to any other brewery, customer or vendor of Untappd; (B) Brewery is using the Program IP other than as permitted herein or for fraudulent or illegal activities; or (C) Untappd's provision of the Program is prohibited by applicable law.

Brewery agrees that it will conduct its business in compliance with all applicable laws and regulations, including, but not limited to, any applicable law or regulations relating to the brewing, sale and purchase of alcoholic beverage or obtaining permits or licenses.; following the highest professional standards; and maintaining a consistent quality of products/services so as to protect and enhance the goodwill embodied in the Program IP and "I Remember My First Check-In" recipe. All marketing and promotion using the Program IP shall be done in a tasteful and professional manner in keeping with the standards of Untappd, which Untappd shall determine in its sole discretion. Untappd will issue from time to time standards to be followed by Brewery in the use of the Program IP in connection with Brewery's team and, upon receipt of reasonable advance notice of any such standards, Brewery shall implement them promptly. Brewery will further comply with any marking requirements issued by Untappd in connection with Brewery's use of the Program IP. Brewery shall submit to Untappd for review and prior written approval samples of each initial use of all materials of any nature bearing any of the Program IP. Untappd shall promptly approve or disapprove all submitted samples within ten (10) business days of receipt of such sample. Brewery shall seek approval as early as reasonably possible prior to production or use of each respective item bearing the Program IP.

Untappd shall have the right to request, at any time upon reasonable notice, samples of Brewery's promotional, marketing, and other materials that depict the Program IP for quality control purposes, and Brewery shall provide all requested samples within one week of Untappd's request. Untappd shall advise Brewery of any objections to the quality of the Beer Product offered by Brewery under the Program IP, or to the manner of use of the Program IP, and Brewery shall promptly remedy any such objections to the satisfaction of Untappd, in Untappd's sole discretion.

Except for the license granted herein, nothing contained in this Agreement shall be construed as an assignment or grant to Brewery of any right, title, or interest in or to any of the Program IP, or any of Untappd's other trademarks, it being understood that all rights relating thereto are reserved by Untappd, except for the license hereunder to use the Program IP to the extent specifically provided herein and subject to the restrictions provided herein. Brewery shall not, during the term of this Agreement or thereafter, (a) challenge Untappd's title or rights in and to the Program IP in any jurisdiction, or challenge the validity of this Agreement or of any of the Program IP, or (b) contest the fact that Brewery's rights under this Agreement are solely those of a licensee and shall cease upon expiration or earlier termination of this Agreement. Brewery shall not file or prosecute any trademark or service mark application or applications to register the Program IP or any confusingly similar mark. These provisions 12 shall survive the expiration or termination of this Agreement.

If the rights and licenses granted herein are terminated, Brewery shall immediately cease using the Program IP or any confusingly similar mark or marks, and, if requested by Untappd, shall return or destroy any materials, product, signs, forms, promotional items, and other business identifiers containing any of the Program IP. Brewery acknowledges and admits that there would be no adequate remedy at law for its failure to cease using the Program IP at the expiration or earlier termination of this Agreement, and Brewery agrees that in the event of such failure, Untappd shall be entitled to equitable relief by the way of temporary, preliminary, and permanent injunction and such other and further relief as any court with jurisdiction may deem just and proper, without the requirement of posting a bond.

Untappd has the right to require Brewery to immediately cease use of the Program IP if Brewery becomes the subject of an investigation, proceeding, or any published accounts that cast, or if resolved adversely to Brewery would cast, a cloud of disrepute over Brewery, or would otherwise materially adversely affect the public perception of Brewery's goods.

In the event that Brewery becomes aware of any unauthorized use of the Untappd Mark, or of confusingly similar marks, by others, Brewery shall notify Untappd promptly and in writing. Untappd shall have complete and sole discretion as to whether and how to enforce its rights against any such unauthorized use or infringement. Upon request by Untappd, Brewery shall provide reasonable assistance to Untappd in any such enforcement matter and in Untappd's ongoing activity to enforce its rights in the Program IP at Untappd's expense.

Brewery represents that it shall file and maintain all reports, permits and applications as may be required by any applicable federal, state and local laws and regulations in order to market and sell its alcoholic beverage products in connection with the Program. Without limiting the foregoing, Brewery acknowledges that it shall be solely responsible for obtaining (1) a federal permit from the alcohol and tobacco tax and trade bureau to manufacture, bottle and sell its alcoholic beverage products in connection with the Program; and (2) a permit from the state alcoholic beverage commission to manufacture, bottle and sell its alcoholic beverages in every state where Brewery will distribute its alcoholic beverage products in connection with the Program. Brewery has and shall maintain complete and accurate records of its sale and packaging of its alcoholic beverage products in compliance with all federal, state and local laws and regulations, and Brewery is responsible for the payment of all taxes associated with its sale of alcohol. For the avoidance of doubt, Brewery is the licensed seller of its alcohol beverage products in connection with the Program, and collects and retains all proceeds of such sales. Notwithstanding anything herein to the contrary, Untappd is not a collaborator, seller, supplier and/or distributor of any alcoholic beverage products.

Brewery shall indemnify, hold harmless, and, at Untappd's option, defend Untappd, its affiliates, and its and their respective representatives from and against any and all losses, damages, liabilities, costs and expenses arising from any third-party claim, suit, action, or proceeding based on Brewery's (a) negligence or willful misconduct in connection with the Program, (b) use of the Program IP in a manner not authorized by this Agreement; and (c) violation of applicable law. Further, Brewery agrees to waive and relinquish all claims it may have against Untappd, its affiliates, and all other parties resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with the Program.

Brewery shall indemnify, hold harmless, and, at Dogfish Head's option, defend Dogfish Head, its affiliates, and its and their respective representatives from and against any and all losses, damages, liabilities, costs and expenses arising from any third-party claim, suit, action, or proceeding based on Brewery's (a) negligence or willful misconduct in connection with the Program, (b) use of the Program IP in a manner not authorized by this Agreement; (c) use of the "I Remember My Fist Check-In recipe in a manner not authorized by this Agreement; and (d) violation of applicable law. Further, Brewery agrees to waive and relinquish all claims it may have against Dogfish Head, its affiliates, and all other parties resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with the

Program.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without regards to its conflicts of laws provisions.