

## AMERICAN CRAFT BREWER NON-EXCLUSIVE LICENSE AGREEMENT FOR SUPPORTERS

This license agreement (the "Agreement") is between Brewers Association, Inc., a Colorado corporation ("BA"), and the Licensee, designated in the online Supporter Seal request form ("Licensee"), and is effective as of the Effective Date (defined below).

A. BA defines certain brewers as "Small and Independent American Craft Brewers" if they meet specific criteria set by BA and provided at [www.BrewersAssociation.org](http://www.BrewersAssociation.org) (together, the "Criteria").

B. Brewers may submit a request to BA indicating that they meet the Criteria to become eligible to use the BA SMALL AND INDEPENDENT AMERICAN CRAFT BREWER certification mark.

C. BA allows certain supporters of the Small and Independent American Craft Brewer movement, including but not limited to, retailers, restaurants, stores, guilds, industry suppliers, and other entities that support American craft brewers, to use the BA SMALL AND INDEPENDENT AMERICAN CRAFT BREWER SUPPORTER service mark (the "Licensed Mark") in connection with publicizing and promoting the certification program.

D. BA owns all right, title and interest in and to the BA SMALL AND INDEPENDENT AMERICAN CRAFT BREWER certification mark, the Licensed Mark, and all associated names and logos.

E. BA desires to grant a limited, non-exclusive license to Licensee, as a supporter of craft brewers, to use the Licensed Mark solely in connection with the promotion of the certification program and the advertising, promotion, marketing, and sales of beer products (as defined by the Great American Beer Festival® requirements) brewed at the breweries that meet the Criteria (the "Products").

In consideration of the terms and conditions set forth in this Agreement, BA and Licensee hereby agree as follows:

1. **EFFECTIVE DATE.** This Agreement is entered into and executed upon Licensee's acceptance and acknowledgment of the terms in this Agreement (the "Effective Date").
2. **GRANT OF LICENSE.** BA grants to Licensee a limited, non-transferable, non-assignable, and non-exclusive worldwide right and license (without the right to sublicense) to use the Licensed Mark on print and electronic media solely in connection with (a) the promotion of the certification program; (b) the advertising, promotion, marketing, and sales of Products (and related merchandising solely used in connection with Products); and/or (c) the promotion of events featuring Products during the Term (defined below in Section 3). BA reserves all other rights in and to the Licensed Mark. **For clarity, Licensee may not use the Licensed Mark on any Products, including but not limited to on any labels or packaging for Products.**
3. **TERM OF LICENSE.** The initial term of this Agreement is one (1) year, and it will automatically be extended for successive one (1) year renewal terms, unless terminated earlier by BA.
4. **OWNERSHIP OF LICENSED MARK.** Licensee agrees that BA owns the exclusive right, title and interest in and to the Licensed Mark, agrees that it will not represent in any manner that it has any ownership in the Licensed Mark, and acknowledges that all uses and resulting goodwill, including any additional goodwill that may develop because of Licensee's use of the Licensed Mark, will inure to the benefit of BA. Licensee has no right to modify or change the Licensed Mark without the prior written consent of BA. Licensee agrees that its use of the Licensed Mark will comply with all applicable laws, rules and regulations. Licensee will not at any time challenge or impair BA's rights in the Licensed Mark. Licensee will uphold BA's good name, preserve BA's reputation, and protect BA's rights in the Licensed Mark during the

Term. During and after the Term, Licensee agrees and warrants that it will not infringe or cause the infringement of any marks similar to the Licensed Mark.

## 5. DUTIES OF LICENSEE

- a. **COMPLIANCE WITH STANDARDS.** Licensee agrees to comply with any standards set by BA (including but not limited to the Brewers Association Marketing and Advertising Code and any other style guidelines published on BrewersAssociation.org) (together, the "Standards") and incorporated herein by reference, and with any changes or modifications thereto. BA will provide Licensee with prior written notice of any such changes or modifications. Licensee will have six (6) weeks after receiving notice of any such changes or modifications to comply with the changes. Licensee agrees to immediately correct any use of the Licensed Mark that BA regards as failing to comply with the terms of this Agreement or the Standards; all such corrections will be at Licensee's sole cost and expense.
- b. **QUALITY CONTROL.** All use of the Licensed Mark will be in keeping with the reputation of the BA and will comply with the Standards, and any other quality standards set by BA from time to time. Licensee agrees to provide representative samples of its use of the Licensed Mark to BA upon BA's reasonable request.
- c. **NOTICE OF INFRINGEMENT.** Licensee will promptly notify BA of any unauthorized use, infringement, or dilution of the Licensed Mark. Licensee will cooperate with BA and take any action necessary to prevent the unauthorized use, infringement or dilution of the Licensed Mark. BA will have the sole right to take (or determine not to take) any action it deems appropriate with respect to any unauthorized use, infringement or dilution of the Licensed Mark.

## 6. TERMINATION.

- a. **TERMINATION WITHOUT NOTICE.** BA may terminate this Agreement immediately without notice to Licensee:
  - i. if Licensee uses the Licensed Mark in a misleading manner or in any manner in connection with goods that do not qualify as Products,
  - ii. if Licensee makes an assignment of assets or business for the benefit of creditors,
  - iii. if a trustee or a receiver is appointed to administer or conduct Licensee's business or affairs,
  - iv. if Licensee is adjudged as bankrupt,
  - v. if Licensee assigns or sublicenses this Agreement without the express consent of BA,
  - vi. if Licensee's use of the Licensed Mark materially impairs the reputation and goodwill of BA, as solely determined by BA, or
  - vii. if Licensee challenges the validity of the Licensed Mark or BA's ownership of the Licensed Mark.

Upon termination under this Section 6(a), all rights granted herein will cease and terminate without prior notice or legal action. Licensee acknowledges that its rights to continue use of the Licensed Mark may be terminated if it engages in any unauthorized use of or references to the Licensed Mark and that BA will be irreparably injured by any such unauthorized use of the Licensed Mark.

- b. **TERMINATION WITH NOTICE.** BA may terminate this Agreement upon thirty (30) days written notice to Licensee if Licensee fails to comply with the terms and conditions of this Agreement, including failure to comply with the Standards and any changes or modifications thereof.
- c. **DUTIES UPON TERMINATION.** Upon termination of this Agreement, Licensee will immediately destroy and withdraw any advertising and promotional materials and any other materials bearing the Licensed Mark, and Licensee will immediately cease and desist from all further use of the same, including any use of any imitation, likeness or variation of the Licensed Mark.

7. BA WARRANTIES. BA warrants and represents that: (i) it is free to enter into this Agreement; (ii) to its knowledge, BA is the owner of all right and title in and to the Licensed Mark, and (iii) to its knowledge, use of the Licensed Mark as provided herein will not infringe the trademark, service mark, certification mark, copyright or other proprietary rights of any person, provided that BA does not represent or warrant that the Licensed Mark are available for registration and/or use in any specific country where BA has not registered or used it. TO THE EXTENT PERMITTED BY LAW, BA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED RELATIVE TO THE LICENSED MARK, INCLUDING WITHOUT LIMITATION ANY FURTHER WARRANTY OF TITLE OR NONINFRINGEMENT.
8. INDEMNITY. Licensee agrees to defend, indemnify and hold BA and its respective representatives, employees, officers, directors and agents harmless against all claims, suits, costs, damages, judgments, attorney fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee or otherwise arising out of or relating to Licensee's use of the Licensed Mark.
9. AMENDMENT/ENTIRE AGREEMENT. This Agreement may be amended or supplemented by BA upon written notice to Licensee. This Agreement will be binding upon and inure to the benefit of the BA and its successors and assigns. Licensee may not assign this Agreement without BA's prior written consent. This Agreement, including the referenced Standards, as amended or modified, constitutes the entire agreement between the parties and supersedes all earlier agreements.
10. WAIVER. No term or provision will be considered waived, and no breach excused, regardless of conduct, unless such waiver or consent is in writing. No such consent or waiver will constitute a consent, waiver, or excuse of any other, different, or subsequent breach.
11. NOTICE. Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and addressed to their addressee at their address stated hereunder or such addresses as the parties may specify from time to time by written notice. Notice may be delivered by hand, by confirmed email, or by registered mail, return receipt requested. Such notice will be treated as received upon the earlier of actual receipt or five (5) days after posting.
12. RELATIONSHIP OF THE PARTIES. BA and Licensee are independent contractors. Nothing contained in this Agreement constitutes a partnership or joint venture between the parties or creates any agency relationship for any purpose.
13. FURTHER ASSURANCES. The parties agree to execute any other documents and do any other acts to carry out the purposes and intent of this Agreement.
14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Colorado. Exclusive venue and jurisdiction for any dispute arising out of or concerning this Agreement is in the Boulder District Court and in the U.S. District Court for the District of Colorado, as appropriate.
15. AUTHORITY OF LICENSEE REPRESENTATIVE OR AGENT. Licensee warrants that the person signing this Agreement has the authority to bind Licensee in all respects for its performance under the Agreement.