

Trademark License Agreement

This term sheet outlines the principal terms of a trademark license agreement between Automattic Inc. ("**Automattic**") and WP Engine, Inc. ("**WP Engine**").

1. **License Grant.** Automattic will license to WP Engine use of the WordPress and WooCommerce trademarks and branding ("**Brand Features**") to market and sell commercial services related to WordPress and WooCommerce. WP Engine will adhere to all current and future brand guidelines provided by Automattic with respect to using such Brand Features.
2. **Fee.** In exchange for the License Grant, WP Engine shall do one of the following:
 - (a) Pay Automattic a royalty fee equal to 8% of its Gross Revenue on a monthly basis, within fifteen days of the end of each month. "**Gross Revenue**" means all revenue generated by WP Engine from the sale of its services, calculated without deductions for taxes, refunds, or other costs. WP Engine will also provide Automattic a detailed monthly report of its Gross Revenue within fifteen days of the close of each calendar month, including a product line breakdown of all revenues generated. Automattic will have full audit rights.
 - (b) Commit 8% of its revenue in the form of salaries of WP Engine employees working on WordPress core features and functionality to be directed by WordPress.org. WP Engine will provide Automattic a detailed monthly report demonstrating its fulfillment of this commitment. WordPress.org and Automattic will have full audit rights, including access to employee records and time-tracking.
 - (c) Some combination of the above two options.
3. **Prohibition on "Forking."** WP Engine will cease and desist from forking or modifying any of Automattic's, WooCommerce's, or its affiliates' software (including, but not limited to plugins and extensions) in a manner that disrupts any partnership between Automattic and its commercial partners. For example, WP Engine will refrain from changing attribution codes included in any software by Automattic.
4. **Community.** WP Engine will be able to participate in WordCamps and WordPress community events. If you choose the royalty fee, we will attribute a portion of Automattic's Five for the Future contributions to WP Engine in a public way so the community understands your commitment to the long-term flourishing of WordPress.
5. **Term and Termination.** The term of the Agreement is 7 years, automatically renewing for one-year periods unless either party provides written notice of non-renewal at least 90 days before the end of the then-current term. Either party may terminate for material breach after a 10-day cure period.

The parties agree to the terms of this Agreement by signing below. The parties agree to enter into a subsequent more detailed agreement further explaining the terms of the license and responsibilities.

Automattic Inc.

By: _____
Name: Matt Mullenweg
Title: CEO
Date: 2024-09-20

WP Engine, Inc. and WP Engine Board

By: _____
Name: _____
Title: _____
Date: 2024-09-20