**Bogle Typeface Sublicense**

This Sublicense Agreement (**“Agreement”**) is entered into between Wal-Mart Stores, Inc., a Delaware corporation with offices at 702 SW 8th Street, Bentonville, Arkansas 72716 (**“Wal-Mart”**) and \_\_\_\_\_\_\_\_\_\_\_\_ (**“Agency”**) as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**).

**Recitals**

A. Wal-Mart has an exclusive license to use the Font Software and the Typeface defined below on all materials that relate to Wal-Mart or its wholly owned subsidiaries and affiliates (collectively, **“Wal-Mart Affiliates”**), including but not limited to use in online advertising and marketing and use in physical signage for Wal-Mart’s and Wal-Mart Affiliates’ brick and mortar stores and in traditional offline advertising and marketing materials (**“Creative Materials”**)**.**

B. Agency has been retained by Wal-Mart and/or Wal-Mart Affiliate(s) to develop Creative Materials pursuant to an agency agreement (the **“Agency Agreement”**).

C. Wal-Mart has requested that Agency use the Font Software and the Typeface in the Creative Materials that it creates for Wal-Mart and/or Wal-Mart Affiliates, and Agency has agreed to use the Font Software and the Typeface for the exclusive benefit of, and as directed by, Wal-Mart.

**Agreement**

1. **Definitions.**
   1. **“Font Software”** means the software which generates the Typeface.
   2. **“Typeface”** includes the following designs: Bogle Regular, Bogle Bold, Bogle Black, Bogle Regular Italic, Bogle Bold Italic, and Bogle Italic.
2. **Grant of Sublicense.** Subject to the terms of this Agreement, Walmart grants a non-exclusive, non-transferable, worldwide license to Agency to (a) operate the Font Software on an unlimited number of computers to develop Creative Materials pursuant to the Agency Agreement exclusively for the benefit of Wal-Mart’s and Wal-Mart Affiliates’ business purposes, and (b) use, duplicate, reproduce and distribute the Typeface in any and all media, including but not limited to printed materials, electronic format (including as webfonts and mobile application fonts), logos and rendered content, such as photographs, film, video and bitmap graphics, to develop Creative Materials pursuant to the Agency Agreement exclusively for the benefit of Wal-Mart’s and Wal-Mart Affiliates’ business purposes.
3. **Use Restrictions.** Agency agrees and covenants that:
   1. It will use the Font Software and the Typeface solely for Creative Materials that Agency develops for Wal-Mart and/or Wal-Mart Affiliates pursuant to the Agency Agreement;
   2. It will ensure that recipients of electronic documents cannot extract the Font Software and the Typeface from such documents or use the embedded Font Software and Typeface for the creation of new documents (notwithstanding the foregoing, embedding of the Font Software and the Typeface into electronic documents like PDF is permitted in a secured “Preview & Print” mode);
   3. It will not modify, adapt, translated, re-digitize, rent, sell, give away, lease, sublicense or loan the Font Software and the Typeface in any form;
   4. It will take all steps necessary to prevent any third person from duplicating or distributing all or any portion of the Font Software;
   5. Defamatory, offensive, pornographic or otherwise unlawful uses of the Typeface and Font Software are prohibited;
   6. It will not translate, reverse engineer, decompile, disassemble, alter, or attempt to discover the source code of the Font Software
   7. It will inform all users who have access to the Font Software about the content of this Agreement and make sure that they comply with the terms of this Agreement.
4. **Mobile Application.** Agency may embed the Font Software in a mobile application (“Application”) only if approved in writing by Wal-Mart and only if used to display either the user interface of the Application or the data used by the Application. If the Application creates documents, the Font Software may be embedded in those documents only as a rasterized presentation of the Font Software, but neither as a subset of the Font Software nor as a copy of the original Font Software. Agency agrees to use the best and newest standards to protect the embedded Font Software from extraction from the Application.
5. **Webfonts.** Agency shall not copy, distribute or make the Font Software available to third parties so that they can use it for their purposes or for purposes other than display on websites operated by or on behalf of Wal-Mart or Wal-Mart Affiliates. In particular, Agency shall not disseminate or make available all or any portion of the Font Software through any online service or file sharing platform or sublicense the Font Software to third parties so that they can use it for their websites (even if such websites are hosted under a domain name owned by Wal-Mart or a Wal-Mart Affiliate), e.g. for websites in social networks, for individual online shops under a common domain name, in blogging communities, by online editors, as a design tool, etc.
6. **Access.** Wal-Mart will make the Font Software available to Agency through a log-in area, a hidden/protected link or an email sent directly to Agency.
7. **Ownership.** Agency acknowledges and agrees that (a) the names of the Typeface are trademarks of Wal-Mart, and as such may only be used in keeping with accepted trademark practice, including identification of Wal-Mart as the owner of the trademark, and only in conjunction with the Typeface, and (b) except for the names of the Typeface, the Font Software and the Typeface are the sole and exclusive property of Wal-Mart’s licensor. Agency agrees not to challenge Wal-Mart’s or its licensor’s rights in the Font Software or the Typeface, or infringe their intellectual property rights therein. Except as provided herein, this Agreement does not grant Agency any intellectual property rights in the Font Software or the Typeface.
8. **Termination.** This Agreement and the sublicense granted to Agency will terminate immediately upon termination of the Agency Agreement. In addition, Wal-Mart may terminate this Agreement immediately upon written notice to Agency if Agency breaches any of the provisions of this Agreement. Upon termination, Agency will immediately stop using the Font Software and the Typeface and delete all copies of the Font Software and the Typeface from all medias.
9. **Miscellaneous.** This Agreement is intended to supplement the terms of the Agency Agreement. Any miscellaneous terms (such as notice, severability, waiver, counterparts, governing law, dispute resolution, etc.) included in the Agency Agreement shall be incorporated in this Agreement by reference.

**In Witness Whereof**, the Parties have duly executed this Agreement as of the Effective Date.

**Wal-Mart Stores, Inc.**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agency:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_