SUPADÜ SUPAFOLIO LICENSE AGREEMENT

Between

Supadü Limited (the “Licensor”)
Apsley House, 176 Upper Richmond Road, London SW15 2SH (Company number 07241565)

And

Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas
John H. Lindsey Building, Lewis Street
4354 TAMU
College Station, TX 77843-4354

This Agreement comprises this Cover Page, the Licence Terms and Conditions at Schedule A and Schedules B, C, D, & E set out below which shall all together form the entire agreement between us (together the "Agreement").

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Commencement Date
Term: On going minimum 24-month contract with 3 months' notice after 21 months

To the extent this Cover Page and the Schedules are inconsistent, this Cover Page shall take precedence over the Schedules and the Schedules shall take precedence over each other in alphabetical order.

The parties indicate their acceptance of this Agreement by their signatures below for and on behalf of:

**Background**
Supadü is licensing the Supafoio API and Supafoio Data Dashboard to the Licensee for the Tamupress.com for the term of the Agreement

**Supadü Limited**
By:

Name: Mark Harvie-Watt

Title: CEO

Date: 06/20/2018

**CLIENT: TEXAS A&M UNIVERSITY**

By:

Name: Robert C. Bounds

Title: Director, Procurement Services
Date: 6-19-2018
Supadū Standard Licence Terms and Conditions

1.1 In this Agreement the following words and expressions shall have the meaning set out below and other capitalised words shall have the meaning set out in the Cover Page or any Schedule:

"Confidential Information" means all information and data relating to a party’s business and products (including operations, plans, market opportunities, customers, know-how, designs, trade secrets, processes of production and technology), treated by the disclosing party as confidential, and disclosed to the other party (whether in writing, orally or by any other medium.

"Core Source Code" means text written in a computer programming language which specifically enables a computer to replicate the form, content, operations and interoperability of the Supadū Software to be encrypted in part.

"Fees" means the Supadū Licence Fees, and Additional Fees as set out in Schedule D;

"Intellectual Property Rights" means patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world;

"Logins" means Licensee nominated employees up to the limit set out in Schedule D who are permitted to use the Software.

"Permitted Third Party" means a third party whom the Licensee engages to perform services for the Licensee.

"Retainer" means the Supadū API which comprises a set of web services that return metadata in JSON format which can be used, among other methods, to populate Title, Author, Series, Topic, Event, Search and Collection pages. A developer’s reference guide is available at http://developer.supadu.com/supadu.html.

"Supadū Data Dashboard" means the data management system which through a password protected dashboard provides the Licensee access to manage and update their data and analytics.

"Supadū Software" means the Licensee’s software including but not limited to the Supadū API, Supadū Plugin for Word Press and Data Management dashboard and any other Licensor Software to be licensed under this Agreement.

"Supadū Software API Key" means the permitted access provided through this licence to activate the Supadū Software licenced under this Agreement.

"Supported Users" means Licensee nominated Logins who the Licensor will support through Jira Ticket desk on a time and materials basis.

"Support Services" the Licensor will provide on-going services and platform support as set out in Schedule B.

"Third Party Software" means all software, plugins, apps created by third parties included in the Website, content management system, and marketing tools.

"Web services" means services that are provided by the Licensor or 3rd parties via the Supadū Software including but not limited to 3rd party feeds.

"Website" means the url TAMUPRESS.com for which this Licence Agreement applies.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, and words denoting persons include firms and corporations and vice versa.

1.3 Unless otherwise stated, a reference to: (a) a clause or Schedule is a reference to a clause of or schedule to this Agreement; Clause headings are for ease of reference only and do not affect the construction of the Agreement; (b) "include" and "including" shall be construed without limitation; (c) any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof then in force and to include any byelaws, statutory instruments, rules, regulations, orders, notices, directions, consents, licences, conditions or permissions made there under.

2. Licence

2.1 Subject to clause 5, the Licensor grants to the Licensee and its Logins a non-exclusive, non-transferable licence (the “Supadū Licence”) to use the Supadū Software and any of its related documentation (the "Documentation") to support the TAMUPRESS.com website for internal business purposes for the Term.

2.2 Subject to Royalty Fees set out in Schedule D, the Licensor grants to the Licensee a non-exclusive, non-transferable license (the "Supadū Licence") to use the Supadū Software and any of its related documentation (the "Documentation") in conjunction with additional websites owned and operated by the Licensee for internal business purposes for the Term.

2.3 The Licensee hereby grants to the Licensor a limited, royalty free, revocable, non-exclusive, non-transferable license to use, store, host, reproduce, copy, distribute and publicly display the Licensee Materials only in connection with this Agreement.

3. Use

3.1 (i) The Licensee may only use the Supadū Software in accordance with this Agreement

(ii) The Licensee shall not be entitled to subcontract or sub license any of its rights or obligations under this Agreement or appoint any agent to perform such obligations without the prior written consent of the Licensor, such consent not to be unreasonably withheld, conditioned or delayed.

3.2 Where Licensor grants such consent, the Licensee shall: (a) enter into a written contract with any such person which will terminate automatically on the termination of this Agreement (and no rights under such contract in favour of such person shall survive termination) and (b) be responsible for all acts and omissions of such person.

3.3 The Licensor shall not and shall not allow any other person to: (a) disassemble, decompile, reverse translate or in any other manner decode or attempt to decode the Supadū Software except as permitted by law and/or (b) modify, adapt, sell, lease or sub-license, rent, lend, assign or transfer in any other way this licence or Supadū Software to any person without prior written consent of the Licensor.

3.4 The Licensee shall:

(a) use reasonable endeavours to prevent any violation of the Licensor's proprietary rights in the Supadū Software, and in particular shall not permit third parties to have access to the Supadū Software and not by itself or with others participate in any illegal, deceptive, misleading or unethical practices.

(b) be responsible for all and any editorial content, including images, text, video and data provided by or on behalf of the Licensee for inclusion in the Website ("Licensee Materials");
(c) allow the Licensor (i) to include a production credit on all Website in a reasonably prominent position and in the form set out in Schedule E
(ii) place a link on the Website to the Licensor's own website and (iii) to use the Website as a sample for subsequent pitches for new business;
(d) not by itself or with others participate in any illegal, deceptive, misleading or unethical practices and shall not make any representations or
warranties in respect of the Supadi Software;
3.5 The Licensee has not been granted a licence to use the trademarks other than as a credit on the Website.
3.6 The Licensor shall:
(a) use reasonable endeavours to prevent any violation of the Licensee’s proprietary rights in the Licensee Materials.
(b) not by itself or with others participate in any illegal, deceptive, misleading or unethical practices.
(c) use reasonable endeavours to ensure that the Licencee’s proprietary rights in the Licensee Materials are not misused.
(d) shall regularly update the Source Code upon each iteration and/or update/enhancement.
3.7 Licensee acknowledges that the Licensor will provide the Website Hosting and Back-Up services.
3.8 The Licensee shall ensure that only one employee has access to each login and acknowledges that sharing logins is a breach of contract under
this Agreement.

4. Services
4.1 The Licensor will provide data import and Support Services as set out in Schedule C for the term of the Agreement using reasonable skill and
care.
4.2 Nothing in this Agreement shall be taken to prevent the Licensor from using any expertise acquired or developed during the performance of this
Agreement in the provision of services for other companies or on its own behalf unless it relates directly to the Confidential Information or the
Intellectual Property Rights of Licensee.
4.3 The Licensee acknowledges that the host provider is responsible for the licensor and other than as detailed in the Service Level Targets
set out herein, the Licensee shall have no liability or responsibility for any loss or damage, loss of data, or information, insufficiency or failure of
Back-Up, loss of profit, losses arising from down time or any loss, whether direct, indirect or consequential arising from the Supadi Software and
the hosting arrangement.

5. Fees
5.1 The Licensor will invoice the Licensee the Supadi Licence Fees in accordance with Schedule D herein and payment will be required within
thirty 30 days of receipt of an appropriate invoice. The invoice will be sent on the 15th of the month prior to the month to which the Supadi Licence
Fees relate.
5.2 Additional Fees for Ongoing Services (the “Additional Fees”) will be invoiced on a monthly basis as detailed in Schedule D.
5.3 All fees and other charges are exclusive of (as applicable) VAT, sales tax or any other tax or levy of a similar nature which may be applicable
from time to time in the jurisdiction where the Licensee is resident and all import permits, customs duties, clearances and authorisations which may be
required, and the Licensee shall pay all such taxes or levies payable in respect of the fees in the amount prescribed from time to time. As an
agency of the State of Texas, Licensee is tax-exempt.
5.4 Failure to make payment as detailed in this clause 5 is a material breach and may upon notice and after the remedy period set out in clause
12.2(b) below lead to the removal of Licensee data from the Licensor or third party server environments.
5.5. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government
Code.

6 Warranties
6.1 Each party warrants to the other that it has the full right, power and authority to enter into and perform this Agreement and has not entered into
any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this
Agreement.
6.2 The Licensor warrants that the Software has been tested (and that new iterations, versions, updates and replacements shall continue to be
tested before they are released to Licensee) and performs on the browsers listed in Schedule C.
6.3 The Licensor warrants that it (a) has sufficient rights (including Intellectual Property Rights) in and relating to the Supadi Software to grant to
the Licensee the rights set out in this Agreement and (b) has obtained and will maintain and renew, as appropriate, all necessary licences,
authorisations and consents which are necessary for the Licensee to use the Supadi Software as set out in this Agreement.
6.4 The Licensee represents that (a) it has sufficient rights (including Intellectual Property Rights) in the Licensee Materials to grant to the Licensor
the rights set out in this Agreement, (b) that nothing in the Licensee Materials shall be libellous, defamatory, obscene, discriminatory or contrary to
any standards of good practice and regulation in advertising.
6.5 The Licensee represents it has put in place the necessary protection to ensure that the Supadi Software will only be used in connection with
the Website and that no unauthorized personnel shall have access to the Core Source Code.
6.6 The Licensee does not warrant that the Supadi Software and Website will meet the purpose or the business needs of the Licensee.
6.7 Except as expressly provided in this Agreement, any further representations, warranties, conditions or other terms and undertakings implied by
statute, common law, custom, trade usage, course of dealing or otherwise are hereby excluded to the fullest extent permitted by law.

7. Intellectual Property Rights
7.1 The Licensee acknowledges that all Intellectual Property Rights in the Supadi Software and the Documentation are owned exclusively by the
Licensor or its licensors.
7.2 Each party will own and retain all rights to its pre-existing Intellectual Property Rights and any Intellectual Property Rights developed outside
of this Agreement. Likensor acknowledges and agrees that it shall have no rights in the trademarks and/or logos of the Licensee save as otherwise
agreed between the parties.
7.3 Licensee owns all Intellectual Property Rights in the Licensee Materials and Customer data, design files excluding the html, css files, Supadi
Software and Web Services.

8. Indemnity
8.1 Each party shall indemnify and keep the other party fully and effectively indemnified on demand against any liability, damage, expense, claim or
cost suffered by the other party as a result of any breach of any third party intellectual Property Rights as a result of this Agreement.
8.2 To take the benefit of an indemnity, that party shall: (a) notify the other party promptly in writing and in any event within ten (10) business days of first learning of any such claim, lawsuit, action or proceeding; (b) consent to the other party having the sole authority to control the defence and/or settlement of any such claim, lawsuit, action or proceeding; subject to, in the case of Licensee, the consent of the Attorney General of the State of Texas, and (c) provide reasonable co-operation and assistance to the other indemnifying party, at that party's expense, in defending any such claim, lawsuit, action or proceeding.

8.3 If the Supadu Software excluding the Web Services and Licensee Materials, is found to infringe the copyright or trademarks of a third party, or in the Licensee's opinion is likely to be found to infringe, Licensee may elect to: (a) obtain for the Licensee such rights as are necessary to avoid infringement; or (b) replace or modify the Supadu Software, and/or Website (including any part of the Website provided by Licensee) so that it becomes non-infringing; or if neither of these alternatives is reasonably available, the Agreement will be terminated with immediate effect.

8.4 Licensee has no liability under this clause 8 for any claim which results from use of the Supadu Software in combination with any equipment, software or data not approved by Licensee.

8.5 This clause 8 states the entire liability of the Licensee and exclusive remedies of the Licensee for claims of infringement of third party Intellectual Property Rights.

8.6 Licensee agrees to the foregoing section to extent permitted by the Constitution and laws of the State of Texas.

9. Limitation of Liability

9.1 The Licensee has entered into this Agreement recalling the limitations of liability set out in this clause 9 reflect a reasonable and fair allocation of risk between Licensee and Licensor and are an essential basis of this transaction.

9.2 Save as provided in clauses 8.1, 9.3 and 9.4, neither party shall be liable in contract, tort (including negligence) or otherwise arising in connection with this Agreement for: (a) consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings in each case, even if the relevant party has been advised of the possibility of such loss or damage and howsoever incurred.

9.3 Save for clauses 8.1 and 9.4, both parties agree that the maximum liability of either party in contract, tort (including negligence) or otherwise arising in connection with this Agreement shall be limited to the total fees paid by the Licensee in the six months prior to the event or $95,000 whichever is the smaller which gave rise to the liability.

9.4 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees acting in the course of their duties.

9.5 Licensee agrees to the foregoing section to extent permitted by the Constitution and laws of the State of Texas.

10. Force Majeure

10.1 Neither party will be liable for any failure or delay in performing its obligations under this Agreement to the extent that this failure or delay is the result of any cause or circumstance beyond the reasonable control of that party or its subcontractors or agents, including acts of God, war, civil commotion or industrial dispute.

11. Confidentiality and Data

11.1 During the Term of this Agreement and for two (2) years thereafter, each party will treat as confidential all Confidential Information.

11.2 Each party will promptly notify the other party of any actual or suspected misuse or unauthorised disclosure of the other party's Confidential Information.

11.3 The provisions of this clause 11 shall cease to apply to: (a) information that has come into the public domain other than by breach of this clause or breach of any other duty of confidence; (b) information that is obtained from a third party without breach of this clause or breach of any other duty of confidence; (c) information that is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure; and (d) information that was known to the receiving party prior to the date of this Agreement.

11.4 In the event of termination or expiration of this Agreement, each party shall return or on request of the other party, destroy the Confidential Information of that party.

11.5 (a) Each party will comply with all applicable laws in processing personal data in connection with this Agreement including, without limitation, by complying with all provisions of the UK Data Protection Act 1998. (b) The Licensee will comply with all laws and regulations affecting the importation and distribution of personal data and software in the relevant territories, including the provisions of the Data Protection Act 1998 not by any act or omission put the Licensor in breach of them in connection with this Agreement.

(c) The Licensee will be responsible for informing the Licensor of the requirements of the relevant data protection laws in respect of any personal data that is subject to protection under international data protection laws.

11.6 (a) Each party will comply with all applicable laws relating to privacy in connection with this Agreement including, without limitation, by complying with all provisions of the Privacy & Electronic Communications (EC Directive) Regulations 2003 (as amended from time to time) or the appropriate equivalent regulations in the territory the personal data is collected.

(b) The Licensee will not by any act or omission put the Licensor in breach of any laws relating to privacy in the relevant territories, including where appropriate the provisions of the Privacy & Electronic Communications (EC Directive) Regulations 2003.

11.7 Each party will ensure its employees, agents and advisors who are relevant to this Agreement or obtain Confidential Information in connection with this Agreement are aware of and comply with the provisions of this clause 11.

11.8 Licensee acknowledges that Licensee is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Licensee's written request, Licensee will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Licensee in a non-proprietary format acceptable to Licensee. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Licensee has a right of access. Licensee acknowledges that Licensee may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2201.253(3)(a)(1), Texas Government Code. The cost of providing additional information will be charged to the Licensee on a time and materials basis.

12. Term and Termination

12.1 The Agreement shall commence on the Commencement Date and continue for successive periods of twelve (12) months thereafter unless and until terminated in accordance with this clause.

12.2 Each party shall have the right to terminate this Agreement for convenience on three (3) months written notice not to be given for the first 9 months from the Commencement date of this Agreement; or

(b) in any event, without cause and immediately if the other:
Supadû Ltd

(i) commits any material breach of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) days of service of a notice specifying the breach and stating the intention to terminate the Agreement if not remedied; or
(ii) has a receiver, administrator, or other encumbrancer take possession of, or appointed over, or has any distress, execution or other process levied or enforced (and not discharged within seven (7) business days) upon the whole or substantially all of its assets.

12.3 Forthwith upon the termination or expiry of this Agreement:
(a) the Licensee shall either destroy or return (at the Licensor's direction) all copies in whole or in part of the Supadû Software, other licensed materials and Confidential Information in its possession or control; (b) all outstanding sums payable by Licensee to Licensor shall immediately become due and payable; (c) in no circumstances shall any refund or repayment be due or payable in respect of any amounts paid by the Licensee to Licensor; (d) the Licensor shall either destroy or return (at the Licensee's direction and cost (save where termination is for Licensor's breach)) all copies in whole or in part of the Licensee Materials and Confidential Information in its possession or control.

12.4 Termination or expiry of this Agreement shall be without prejudice to any rights, liabilities or remedies of a party accrued before termination, nor shall it affect any provision of this Agreement which is expressly or impliedly intended to come into or continue in force after termination or expiry to clauses 3, 7, 11 and 12.

12.5 Neither party shall be liable to the other for compensation, indemnity, reimbursement or damages on account of any loss of prospective profits or anticipated sales or on account of expenditures, investments or other commitments relating to the business or goodwill of either party.

12.6 For continued use of maintenance and hosting services for Website post termination the Licensee shall enter into a Hosting and Maintenance Agreement to be negotiated in good faith between the parties.

12.7 Other than as expressly set out in this Agreement neither party shall have any further obligation or liability to the other where this Agreement is terminated for the other's breach or upon mutual agreement of the parties.

13. Relationship
13.1 The Licensee shall be entitled during the term of this Agreement to describe itself as the authorised Licensee of Licensor. The relationship between Licensee and Licensor is one of independent contractors only and nothing herein shall be deemed to constitute a relationship of agency, joint venture or partnership. Neither party shall enter into or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit or otherwise bind or oblige the other party hereto.

14. General
14.1 No failure or delay by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy, nor will any single or partial exercise by either party of any right, power or remedy prejudice any further exercise of any other right, power or remedy.

14.2 To the extent that any provision of this Agreement is found by any court of competent authority to be invalid, unlawful or unenforceable in any jurisdiction, then that provision shall be deemed not to be a part of this Agreement, and it shall not affect the validity, lawfulness or enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

14.3 Any times, dates or periods specified in the Agreement may be extended or altered by agreement in writing between the parties. However, time shall not be of the essence, except where it is expressly stated to apply.

14.4 Nothing in this Agreement shall create or confer any rights or other benefits, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, in favour of any person other than the parties to this Agreement.

14.5 Each party shall not be entitled to assign, transfer, charge or licence the whole or any part of its rights and/or obligations under this Agreement to any third party without consent of the other party.

14.6 The Licensee acknowledges that the Licensor may without prior written consent use third parties for the provision of website development and/or hosting services provided that Licensor shall remain liable for such Licensor obligations under this Agreement.

15 Non-Solicitation and Non-Competition
15.1 Nothing in this Agreement shall be deemed to be a non-compete clause.

15.2 For the duration of this Agreement, and for a period of one (1) year after the end of the Term, neither party shall (except with the prior written consent of an authorised representative of the relevant party) solicit (with a view to offering or procuring employment whether with the party or any other third party) or otherwise seek to entice away from the employment of the other party or any of its Associates or employ any employee or sub-contractor of the other party or its Associates.

15.3 For the duration of this Agreement, and for a period of one (1) year after the end of the Term, the Licensee shall not attempt (except with the prior written consent of an authorised representative of the relevant party) to solicit a Supadû Licensee with a view to offering similar services.

16 Governing Law
16.1 This Agreement shall be construed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England.

17 State Contracting Requirements
17.1 Non-Waiver. Licensor expressly acknowledges that Licensee is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Licensee of its right to claim such exemptions, privileges, and immunities as may be provided by law.

17.2 Licensor Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Licensor certifies Licensor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Licensor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
17.3 Licensor Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Licensor certifies Licensor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17.4 Conflict of Interest. By executing and/or accepting this Agreement, Licensor and each person signing on behalf of Licensor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("LicenseeS") or LicenseeS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Licensee or LicenseeS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Schedule B – Additional Services and Support

The Licensor can provide resources to the Licensee as requested to include Design, UX, back-end development, website set up and stocking, fixed support, frontend layout, training, maintenance and support (the “Additional Services”). Additional Services can be provided on a project basis or on an on-going basis in accordance with an agreed monthly retainer (“Retainer”) as requested by the Licensee from time to time. The Licensee has agreed to a 2 monthly Retainer with a maximum 1/2 hour rollover for unused hours to the next month only, the rest of any unused retainer may not be carried over from one month to another. The Retainer maybe changed with 1 months’ notice but may not be less than 5 hours per month where managed hosting is provided.

Subject to Licensee’s prior written approval, Additional Services will be charged on either a project based quoted basis or on a time and materials basis, recorded in 30 minute increments and recorded on the Licensor project request system and deducted from the monthly support time allocated under the applicable monthly Retainer.

An initial 2 hours of training is provided free of charge in the first month, additional training is charged as required. When the monthly hours of resources allocated under the Retainer has been reached, the Licensor will notify the Licensee. All requests must be logged in the Jira ticket system by Supported Users.

Any additional support outside the agreed Retainer will be charged as Additional Fees. For larger projects an estimate will be approved, and a specification produced together with timings and applicable fees.

An initial 2 hours of training is provided free of charge in the first month, additional training is charged as required. When the monthly hours of resources allocated under the Retainer has been reached, the Licensor will notify the Licensee. All requests must be logged in the Jira ticket system by Supported Users.

Schedule C – Service Levels and Hosting

The following service level commitments shall apply in respect of the Supadu Software: (i) Supadu Software shall be available to the Licensee not less than 99.5% of the time, as measured by industry-standard measurement techniques; (ii) downtime shall not be deemed to include scheduled downtime, subject to the following conditions: (A) the Licensee shall receive not less than 72 hours advance notice of such scheduled downtime, (B) such scheduled downtime shall be scheduled, when reasonably possible, between the hours of 12 a.m. and 6 a.m. GMT, Saturday, Sunday, or US federal holidays only, and (C) scheduled downtime shall not exceed 3 hours per week; any downtime exceeding such limit shall be deemed unscheduled and shall be included as downtime in the calculation of availability set forth in clause (i) above. In the event the Licensor fails to meet such service level commitment in three consecutive months, or more than twice in any six-month period, the Licensee pro-rata refund of a portion of Supadu Licence Fees applicable to the period of downtime.

Hosting set up
Supafolio is hosted by Rackspace. Supafolio contains a copy of the customer’s metadata which is refreshed on a frequent schedule, normally daily. Only the latest version of the metadata is retained.

The majority of data hosted in Supafolio is comprised of copies of files already held by the customer including wikis, books covers and PDFs. Some data only exists on the server, e.g. lists of books in Collections, but very little information is unique or irreplaceable.

Backup policy: Rackspace does a full backup of each server once a week and differential backups on other days. Data is retained for two weeks.

Customer contracts directly with WP Engine. The Website is hosted by WP Engine.

Backup policy: WP Engine does a full backup of each site once per day. Data is retained for 40 days.

Customer contracts directly with CloudFlare.

CloudFlare is optional but provides performance enhancements and additional security.

Licensee metadata is hosted on Supadu’s shared environment (combination of Rackspace and Amazon Web Services). Supadu will arrange for the website to be hosted with WP Engine on WP Engine’s shared environment subject to their terms and conditions. Supadu is not responsible for the hosting provisions and hosting availability. https://wpengine.com/legal/

Supadu will manage the website through the monthly Retainer

TAMU WILL PROVIDE WEBSITE HOSTING

CDN
- All traffic to origin server is routed via CloudFlare for security, caching, performance and robustness*
- All assets are stored in Amazon Web Services

*Ability to handle peaks in traffic

Supadu will set up the Licensee Website on a staging site will be provided through WP Engine. Service Levels can be found on their website.

Please note we only support the 2 latest browser versions for Firefox, Chrome, Safari and Internet Explorer. And the latest 2 operating systems for Mac and Windows including mobile devices for Android and iOS

Schedule D – Fees and Payment Terms

The Supadu Licence Fees, gives access to an agreed number of Logins a fixed hourly amount of training, page visits, asset bandwidth, excluding video bandwidth and web space for Hosting.

Licensee will pay monthly Supadu Licence Fees & set up fees in accordance with the agreed Costing Schedule attached to this Agreement.
Summary of fees:
Setup fees: Total setup fees of
Full breakdown:

<table>
<thead>
<tr>
<th>Package</th>
<th>Bronze</th>
<th>Silver</th>
<th>Gold</th>
<th>Gold+</th>
<th>Platinum</th>
<th>Enterprise</th>
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<td>2</td>
<td>4</td>
<td>8</td>
<td>unlimited</td>
<td></td>
</tr>
<tr>
<td>Upgraded User</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>unlimited</td>
<td></td>
</tr>
<tr>
<td>No of licenses</td>
<td>1</td>
<td>5</td>
<td>10</td>
<td>20</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>The Support User is 1</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Additional Support Fee for additional 100 licenses</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Support fee</td>
<td>From $100</td>
<td>From $200</td>
<td>From $300</td>
<td>From $500</td>
<td>From $700</td>
<td>From $900</td>
</tr>
<tr>
<td>Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Monthly fees: Monthly License & Hosting Fee

Other fees:
- $125 per annum for an SSL certificate
- All design + web development $160 per hour
- Domain name aliasing $90 per year
- Extra Supported User $160 per month
- Extra Supported User $80 per month
- Extra website install $50 per month
- Additional storage $7 per GB per month

Total: EINSERT MONTHLY LICENCE FEES per month

Support via ticketing system and phone

Additional Services are charged at $160 per hour
Third Party Software: Supadu is not responsible for third party software. Third party software for example would be:
- Server software
- WordPress CMS
Supadu makes use of third party plugins, a full list of plugins will be provided on our website - http://www.supadu.com/supadu-wordpress-plugin-policy

Supadu can not guarantee that plugins used will always be compatible with your site. Additional development time may be required if plugins are updated. Supadu does not guarantee that any loss of functionality or site impairment as a consequence of using Third Party Software. In a situation of a defective plugin, Supadu will either remove the plugin, troubleshoot the plugin or replace it at the cost of the Licensee. Supadu will make best efforts to replace the plugin with a suitable alternative and charge the Licensee on a time and materials basis.

In the event that the Licensee requires Additional Services the Licensee shall pay Additional Fees to the Licensor on a time and materials basis as detailed in Schedule B. The Licensee shall pay the fees to the Licensor, in accordance with the current Supadu Rate Card, and the payment terms set out in clause 5 of this Agreement.

For the avoidance of doubt, the Licensee acknowledges that such should the Licensee exceed the parameters out on the Supadu Rate Card for 2 or more months the Licensee will be required to move up a band and pay the applicable monthly fees under the Supadu Rate Card or agree with Supadu a new monthly package.
All payments required to be made pursuant to this Agreement by either party shall be made within 14 (fourteen) days of receipt of the relevant invoice. Supadu Licence Fee is due on 1st of each month in accordance with the appropriate band as set out in the Supadu Rate Card or as agreed between the parties in writing which may change from time to time. The Supadu Rate Card is published at http://nu.supadu.com/pricing
For all monthly fees under $600 per month the fees shall be paid on standing order, credit card or direct debit. All sums due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and no party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding or deducting payment of any such amount in whole or in part.

All fees currently quoted may be updated on the condition that the Licensor notifies the Licensee of such anticipated fee change not less than 60 days' notice.

Failure to make payment as set out herein constitutes a material breach of the Agreement and may lead to the deactivation of the Software and the removal of the Website from the hosting server.

All Supported Users are eligible for email and telephone support on a time and materials basis.

Monthly maintenance, feed support, & app building (including feed support) is available under a support & development retainer - at $160 per hour. We recommend each client has a minimum 2 hours per month of Retainer. Retained clients receive priority in the schedule.

**Schedule E – Production Credit**

The production credit found at [http://nu.supadu.com/production-credit](http://nu.supadu.com/production-credit)