



## SERVICE AGREEMENT

### Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Olark, Inc.
Address:	116, W. Main Street, Suite 2	Address:	76 South Park Street
City/State:	Durham, NC 27701	City/State:	San Francisco, CA 94107
<b>PRIMARY SPREEDLY CONTACT</b>		<b>PRIMARY CUSTOMER CONTACT</b>	
Name:	Justin Benson	Name:	Ben Congleton
Title:	CEO	Title:	CEO
Phone:	919-432-5008	Phone:	703-867-0135
Email:	justin@spreedly.com	Email:	ben@olark.com

### Part B: Service and Terms

- Services to be Provided.** Spreedly will endeavor to recover Customer's redacted credit card data by using catastrophic failure backups and reconstituting its system in a secure environment to reflect the data stored as of April 4, 2014 (the "**Services**").
- Cost.** Spreedly will charge Customer \$25,000 for the Services. Spreedly will issue an invoice for the full cost ("**Invoice**") prior to beginning work on the Services, which Invoice shall be payable upon receipt.
- Timing.** Spreedly will immediately commence work on the Services upon receipt of payment of the Invoice (the "**Start Date**"). Spreedly will use best efforts to complete the Services within four business days of the Start Date, but will in any event complete the Services no later than seven business days from the Start Date.
- Disclaimer.** Customer hereby acknowledges and accepts the limitations inherent in the Services to be provided by Spreedly, and accepts that while Spreedly will use best efforts to recover the Customer's redacted data Spreedly cannot and will not guarantee that it can or will be able to successfully restore all of the Customer's data. Accordingly, Spreedly makes no warranties or representations, either express or implied, with respect to the Services to be performed under this Agreement and shall not be liable for any damages of any kind arising out of or in connection with the performance of the Services.
- Miscellaneous.** This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in Wade County, North Carolina. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. Neither party may assign nor transfer any rights or obligations under this Agreement without the other party's prior written consent, which may be withheld for any reason or for no reason.

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

**Spreedly, Inc.**

By:

Name: Justin Benson

Title: CEO

Date: 6/18/2014

**Olark, Inc.**

By:

Name: Ben Congleton

Title: CEO

Date: 6/18/2014

