

ADDENDUM
TO CHART.IO TERMS OF SERVICE

This ADDENDUM (this "Addendum") is effective April 25, 2014 and is hereby incorporated by reference into the Terms of Service by and between Charti.o, Inc. ("Chartio") and StyleSeat, Inc. ("Client") located at <https://chartio.com/legal/terms> (the "Terms of Service"). Except as specifically provided herein, all other terms and conditions of the Terms of Service remain the same and in full force and effect and in accordance with its terms. Any terms not defined herein shall have the meanings set forth in the Terms of Service. The Terms of Service is hereby amended by the addition/replacement of the following terms:

1. **Confidentiality**. Any of Your Content (as defined in Section 3.3 of the Terms of Service) will be your "Confidential Information," except to the extent such content Chartio can prove (a) is known to Chartio prior to receipt from you from a source other than one having an obligation of confidentiality to you; (b) became known (independently of disclosure by you) to Chartio directly or indirectly from a source other than one having an obligation of confidentiality to you; or (c) become publicly known or otherwise cease to be secret or confidential, except through a breach of this Section by Chartio. Chartio will use your Confidential Information solely for the purpose of providing the Services to you (the "Permitted Purpose"). Chartio will not, without your prior consent, disclose to any third party your Confidential Information, other than furnishing such Confidential Information to our directors, officers, employees, agents, consultants, contractors or affiliated entities (collectively, "Associated Persons") who need to have access to such Confidential Information in connection with the Permitted Purpose. Chartio will use at least reasonable care to protect the confidentiality of your Confidential Information. In the event that Chartio is required by law to make any disclosure of any of your Confidential Information, by subpoena, judicial or administrative order or otherwise, such disclosure will not be deemed a breach of this Section, but Chartio will use commercially reasonable efforts to give you notice of such requirement (to the extent legally permissible) and will permit you to intervene in any relevant proceedings to protect your interests in your Confidential Information.

2. **Indemnification**. Chartio agrees to indemnify and hold you harmless from and against, and to pay all costs, damages or expenses payable to any third party (including reasonable attorney's fees), resulting from any claim, suit, action, or proceeding brought by any third party against you arising from Chartio's breach of Section 1.1 of this Addendum. The foregoing indemnification is conditioned on you notifying Chartio promptly in writing of such claim, giving Chartio sole control of the defense and settlement thereof, and cooperating in the defense thereof at Chartio's request and expense. Chartio shall not settle any such claim without your prior written consent, not to be unreasonably withheld or delayed, unless the settlement involves only the payment of money by Chartio.

3. **Section 3.3**. Section 3.3 of the Terms of Service is hereby amended and restated as follows:
"You are solely responsible for all Account Information (as defined below), data, information, feedback, suggestions, text, content and other materials that you enable, upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service ("Your Content"). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Chartio reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Chartio a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service until your use of the Service is terminated by either party, or until Your Content is removed from the Service. Chartio has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Chartio may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all."

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth above.

StyleSeat, Inc.

By: 

Printed Name: Dan Levine

Title: CTO

Chart.io, Inc.

By: 

Printed Name: David Fowler

Title: CEO

Signature: David Fowler
David Fowler (Apr 28, 2014)

Email: dave@chartio.com