# monetize360

Akoya LLC

6 Liberty Sq. #2381

Boston, MA 02109

www.akoya.com

**ORDER FORM**

Order Date From:

Akoya Rep:

|  | **Bill To** | **Ship To** |
|---|---|---|
| DR Name | Test customer | |
| Address | 123 | |
| City | San jose | |
| State | California | |
| Zip | 95132 | |
| Contact Name | John Doe-Test | |
| Contact Email | Johndoe@monetize360.io | |
| Contact Phone | | |

**Commercial Terms:**

| Billing Method: | E-mail |
|---|---|
| Billing Frequency: | Monthly |
| Payment Terms: | Net 30 |
| Initial Contract Term: | |
| Renewal Terms: | 1 year, auto-renew |
| Contract Start: | Upon Effective Date of corresponding Akoya DAN Data Recipient Subscription Agreement |

**Products**

| **API_GW_REST_TMPL1** | | | | |
|---|---|---|---|---|
| **Tier** | **Bottom** | **Top** | **API Call Tier (Monthly)** | **Price for API Call** |
| 1 | 1 | 1000000 | From 1 to 1000000 API Call | $ 3.0E-4 |
| 2 | 1000000 | 1.0E-8 | From 1000000 to 1.0E-8 API Call | $ 3.0E-4 |

| **API_GW_REST_TMPL1** | | | | |
|---|---|---|---|---|
| **Tier** | **Bottom** | **Top** | **Memory Tier (Monthly)** | **Price for Memory** |
| 1 | 1 | 4 | From 1 to 4 Memory | $ 10 |
| 2 | 5 | 16 | From 5 to 16 Memory | $ 12 |

| 3 | 17 | 256 | From 17 to 256 Memory | $ 14 |
|---|----|-----|----------------------|------|

The Akoya DAN Subscription Fee consists of Volume Fees set forth below based on the number of successful API calls a DR requests and/or the number Active Links in a given month.

**Minimum Volume Fees:**

The following monthly fees will be billed as a credit towards per-API call Fees.

| Year | Monthly Minimum |
|------|----------------|
| 1 | $5,000.00 |
| 2 | $10,000.00 |
| 3+ | $15,000.00 |

This Order is entered into between DR and Akoya under the Akoya DAN Data Recipient Agreement (the "Agreement") executed between the parties as of the Effective Date, including any addendum entered into by the parties, if applicable (collectively, the 'Master Terms'). This Order will be governed by the Master Terms and will form part of the Agreement between the parties. Unless otherwise defined in this Order, capitalized terms shall have the meanings set forth in the Master Terms.

By executing this Order, DR commits to the subscription fee and payments terms set forth above. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

| **AKOYA LLC** | **CONNECT FINANCIAL SOFTWARE SOLUTIONS, LLC** |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

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## **Subscription Fees, Payment, Invoicing**

Additional terms associated with the Akoya DAN Subscription Fee will be as follows:

**Fees.**   DR shall pay Akoya the agreed upon fees as set forth herein (collectively, the "Fees"). All Fees are quoted and payable in US dollars and due within thirty (30) days after DR's receipt of invoice. If DR wishes to dispute any invoice in good faith, DR must notify Akoya within ten (10) business days of receipt of such invoice. If Akoya does not receive written notice within 10 business days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Any disputes regarding such invoices shall be resolved in the following manner: To the extent that only a portion of an invoice is being disputed by DR, Akoya may issue an invoice for the undisputed portion of such invoice, and such invoice shall be due and payable by DR within thirty (30) days after DR's receipt of the updated invoice. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and Akoya reserves the right to charge on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date that invoice is delinquent. Any amounts due hereunder are exclusive of, and DR shall be responsible for, all sales taxes, value added taxes, duties, use taxes and withholdings. In the event that that any collection action is required to collect unpaid balances due to us, DR agrees to reimburse Akoya for reasonable costs of collection, including without limitation, attorneys' fees.

**Invoicing.**   Akoya shall send DR a monthly invoice indicating the number of API calls by product and Active End User Data Provider Links in the prior month. Akoya DAN Subscription Fees will not be prorated if the End User Data Provider Link was not active for the entire month. No refunds will be provided after the Akoya DAN Subscription Fee become billable if the End User Data Provider Link is inactive at any time during the prior month. No refunds will be provided after the Fees become billable. DR is obligated to pay Akoya all Fees and expenses that are due, or that become due and payable, during the Term.

## Additional Product Billing Details

**Per API**

Each data request via API (i.e., triggered by a user when they are looking to take an action) will be charged a per API fee.

- The per API call (data request) fee is specified in the DR contract with Akoya
- Each Product (API endpoint; e.g. Payments, Balances, Customers, etc) is priced individually and billed on a transactional basis

Sample applicable use cases:

- Account opening
- Lending & credit enhancement
- Payment enablement

**Per Link** (a.k.a. Per Data Provider "DP" connection)

If a DR request data on a recurring or scheduled basis (i.e., on a nightly or weekly refresh of updated or new information), Akoya bills on a per DP connection/Link basis.

For example, if a DR user authenticates with one DP, the DR is charged on a monthly basis for that one Link. Each authentication of a DP through Akoya counts as a Link. See appendix for illustration.

- Akoya prices per **Link per Month**
- Each Link represent a connection between Akoya and a DP for a given DR user
- DRs can access data **as many times as** they want for each Link unless capped in the Akoya DAN Data Recipient Subscription Agreement associated with this order

Sample applicable use cases:

- Business financial management
- Personal financial management
- Wealth management & investing

**Billing Rules**

The following describes the **generic** Akoya billing logic. Please note that any logic provided in the Akoya DAN Data Recipient Subscription Agreement between DR and Akoya, if different, will **override** the logic provided here.

For the Per API pricing model, Akoya will bill for each successful data request of an API product per month.

**Successful** is defined as when Akoya returns a successful API response to the DR (i.e., the API responses with a 200 success status). Please note that successful API calls might **not** include new data. This is also the case if specific data fields are not being returned by the data provider for the selected account.

For instance, a deposit account may not have regular transactions on it, so a balance check (e.g., Akoya's Balances v2 product) might not return a different value than yesterday as there might not be any new transactions. However, it is still a billable API call as it resulted as a 200 success status.

Akoya does not bill for any **errors** or **failures.** If the API returns an error (e.g., 500 error), the data request is not billed

Akoya bills for the use of its **products**. Akoya does not bill for the use of supporting APIs provided that are required in order to use the Akoya Network.

Each successful API call for billable products triggers one billing event. Each Akoya product has separate pricing sheets and terms as per defined in the contract. Please note that your use case might require **more than one** API call to be completed. Each of those API calls are billable.

For instance, to complete a payment enablement use case, you might need to pull customer information, payment network information, and conduct a balance check. This would require doing API calls to three billable Akoya products: one API call to the Customers v2 product, one API call to the Payments v2 product, and one API call to the Balances v2 product.

**List of Akoya's billable APIs:**

| Product Name | API Path | Documentation | Is Billable? |
|---|---|---|---|
| Balances v2 | /balances/v2 | https://docs.akoya.com/reference/get-balances | Yes |
| Investments v2 | /accounts/v2 | https://docs.akoya.com/reference/get-accounts | Yes |
| Transactions v2 | /transactions/v2 | https://docs.akoya.com/reference/get-transactions | Yes |
| Payments v2 | /payments/v2 | https://docs.akoya.com/reference/payment-networks | Yes |
| Customers v2 | /customers/v2 | https://docs.akoya.com/reference/customer-info | Yes |

**Examples of Akoya's non-billable supporting APIs:**

| Name | API Path | Documentation | Is Billable? |
|---|---|---|---|
| Balances v2 | /balances/v2 | https://docs.akoya.com/reference/get-balances | No |
| Accounts Info v2 | /accounts-info/v2/ | https://docs.akoya.com/reference/get-accounts-info | No |
| Token | /token | https://docs.akoya.com/reference/token | No |
| Refresh Token | /token | https://docs.akoya.com/reference/refresh-token | No |
| Revoke ID Token | /token/revoke | https://docs.akoya.com/reference/revoke-token | No |

For more information about Akoya's APIs, please consult the documentation or reach out to your Customer Success Manager.

Per Link Billing Rules

Per Link pricing model, Akoya will bill for each active link per month.

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- **Active links are defined as links** for which Akoya registered a successful API call in Month N (please see above, same definitions are applied here).
- **Inactive links are defined** as links for which Akoya registered a successful API call in Month N-1, or Month N-2, etc., but not in Month N.