PLAID

Plaid Inc.	Order Form Valid through	7/18/2024
1098 Harrison St.	Proposed by:	Oliver Hawkes
San Francisco, CA 94103	Order Form Number	Q-30842

Prepared For:

		Bill To:	
Client Name:	Colibricode LLC	Client Name:	Colibricode LLC
Contact:	Jorge Peraza	Primary Billing Contact:	Jorge Peraza
Email:	jorge@monkeys.cloud	Primary Billing Email:	jorge@monkeys.cloud
Address:	200 Union Blvd	Primary Billing Phone:	
City:	Lakewood	Address:	200 Union Blvd
ZIP or Postal Code:	80228	City:	Lakewood
State or Province:	CO	ZIP or Postal Code:	80228
Country:	United States	Client State or Province:	CO
		Client Country:	United States
		VAT ID (EU or UK only):	
		PO # (if required):	

Order Form Details:

Order Form Start Date:	9/1/2024	Payment Terms:	Net 15 Days
Order Form End Date:	7/31/2026	Billing Frequency:	Monthly
Contract Length Months:	12	Currency:	USD

Order Details

API Services

Product Name	Product Description	Net Unit Price
Assets	Per Account in each Asset Report	$ 2.500
Assets Refresh (1 Acct)	Per Account in each Asset Report	$ 2.500
Audit Copy (1 Acct)	Per Account in each Asset Report	$ 0.990
PDF Copy of Assets (1 Acct)	Per PDF copy	$ 0.990
Additional History (1 Acct)	Per request relating to one (1) Account for historical transaction data	$ 0.990
Identity Verification Data source country group 1	Per initialized PII verification against authoritative data source	$ 0.600
Identity Verification Data source country group 2	Per initialized PII verification against authoritative data source	$ 1.600
Identity Verification Data source country group 3	Per initialized PII verification against authoritative data source	$ 3.300
Identity Verification Anti-Fraud Engine	Per initialized risk and fraud assessment	$ 0.600

Product Name	Product Description	Net Unit Price
Identity Verification Document	Per completed Document verification	$ 1.000
Identity Verification Selfie Check	Per completed Selfie Check	$ 0.250
Monitor Watchlist Base	Per completed initial Monitor Watchlist Base connection	$ 0.890
Monitor Watchlist Rescan	Per connected Monitor Watchlist account per month	$ 0.150

This order form ("Order Form") is governed by the terms and conditions of the Master Services Agreement between Plaid Inc. (f.k.a. Plaid Technologies, Inc.) ("Plaid") and the client listed in this Order Form ("Client"), as amended (including, but not limited to, as amended by the IDV Services Addendum to the Master Services Agreement) (collectively, the "Agreement"). Capitalized terms used but not defined herein will have the meanings ascribed to them in the Agreement.

* An "Account" means a single instance of a user ID and financial institution.
* All amounts denominated in USD. Fees will be billed monthly, in arrears, on or after the first day of each month for the API Services consumed during the preceding month.
* Each Asset Report includes the JSON data for 1 Account, and up to 61 days of transaction history per Account. For the avoidance of doubt, if an Asset Report includes data for multiple Accounts, Client will be responsible for a separate fee equal to the Net Unit Price stated above for each Account included in the Asset Report. An "Account" means a single instance of a user ID and financial institution.
* Each PDF copy will include all Accounts associated with the applicable Asset Report; provided that Client must have paid the Assets (JSON) fee applicable to each such Account.
* Additional History requests will return historical transaction data for the applicable Accounts beyond sixty-one (61) days, subject to availability of such data.
* Unless otherwise mutually agreed upon by the parties in writing, services not listed above will be billed at Plaid's standard rack rates, which are available upon request.

* The Identity Verification Anti-Fraud Engine fee includes SMS verifications, phone fraud signals, email fraud signals, IP address fraud signals, device ID fraud signals, network fraud signals, and user nurturing campaigns for each Identity Verification session.
* The Identity Verification Document fee includes a documentary verification for each Identity Verification session.
* The Identity Verification Selfie Check fee includes a liveness verification for each Identity Verification session.
* The Identity Verification Data source fee includes database verifications, address autocomplete, and address standardization and validation for each Identity Verification session. This fee varies depending on the country:
    Group 1: United States and US Territories.
    Group 2: Argentina, Australia, Austria, Belgium, Brazil, Canada, Czechia, Denmark, Finland, France, Germany, India, Ireland, Italy, Japan, Kenya, Luxembourg, Malaysia, Mexico, Netherlands, New Zealand, Nigeria, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, Turkey, United Kingdom.
    Group 3: Any country not listed above for which Identity Verification Data Source Services is available.

* Monitor Watchlist Base fees are billed per new user scanned. Monitor Watchlist Rescan allows for rescans of users on a daily basis, and fees are charged monthly on a per user basis; e.g. if 100 users have been rescanned at least once that month, the customer will be charged for 100 Monitor Watchlist Rescan fees.

API Services Commitment [Monthly]

$ 2,500.00 *

* The "API Services Commitment" is a minimum monthly fee for the API Services that will apply throughout the term of this Order Form regardless of whether Client uses the API Services. Client will be responsible for the greater of (i) the API Services Commitment fee and (ii) the volume of API Services consumed at their corresponding net unit pricing.

Platform Support Commitment - Basic - [Monthly]

USD 2,000

* The "Platform Support Commitment" is a monthly fee for the applicable support services offered under this Order Form, which fee will apply throughout the term of this Order Form regardless of whether Client uses the API Services.

Plaid will provide the following support for the Services set forth above, to the extent and in the manner described in the Platform Support Addendum attached hereto:
* 24/7 access to Plaid support dashboard, docs, and ticketing;
* Support team availability and response time commitments from 9am-5pm PST for applicable service issues (i.e., Incident Severity 1, Incident Severity 2, and Incident Severity 3);
* Upkeep/maintenance of Plaid APIs;

* Monitoring, upkeep, and maintenance of Plaid's data access connections to financial institutions; and
* Access to shared services of the Plaid platform, including but not limited to Plaid Link, cross-product APIs, and Plaid-generated access tokens.
In addition, Plaid will make reasonably available to Client an account manager responsible for day-to-day Client account success.
*A SAML-based Single Sign-On ("SSO") experience enabling Client's access to the Plaid dashboard through an identity provider selected by Client.

Order Form Special Terms

- Plaid may revise the unit rates set forth in this Order Form at any time upon 30 days written notice to Client (email notice to Client's dashboard account email address sufficing) as needed to account for inflation, provided that any such revised unit rates will be capped at the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers non-seasonally adjusted (CPI) for the most recently available 12-month period preceding Plaid's notice.

- Plaid will reduce the monthly API Service Commitment for the API services for the first 3 months of the Order Form, beginning on the Order Form Start Date. This reduced monthly API Service Commitment will be:
  * 1st Month = $500.00 per month
  * 2nd Month = $900.00 per month
  * 3rd Month = $1,250.00 per month
  For the avoidance of doubt, commencing on Month 4 of the Order Form term, the API Service Commitment will revert to the full amount indicated in this Order Form.

Signature Block

DocuSigned by:

Jorge Peraza

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Client Name	Colibricode LLC
Name	Jorge Peraza

Upon signature and submission to Plaid, this Order Form shall become legally binding unless this Order Form is rejected by Plaid for any of the following reasons: (1) the signatory does not have the authority to bind Client to this Order Form; (2) changes have been made to this Order Form (other than completion of the Bill To and the signature block); (3) the requested purchase order information or signature is incomplete or does not match our records of the rest of this Order Form; or (4) if the Order Form is marked or otherwise communicated by Plaid as a draft or pricing proposal. Committed products and services are non-cancelable before the Order Form End Date. Unless otherwise mutually agreed upon by the parties in writing, services not listed above will be billed at Plaid's standard rack rates, which are available upon request.

Platform Support Addendum
Plaid Basic Service Levels

Terms used but not defined in this Exhibit will be defined as set forth in the Agreement.

1. General Support.

      1.1. Product Support. Client will provide Level 1 Support and Level 2 Support (as each is further described below within this Section 1) to End Users. Plaid will provide Level 3 Support (as further described below within this Section 1) to Client via the Plaid dashboard (dashboard.Plaid.com/support) and Plaid support personnel.

            1.1.1. "Level 1 Support" means services provided by Client to an End User to review a symptoms-solutions database for known error resolutions; an attempt to provide an acceptable error resolution.

            1.1.2. "Level 2 Support" means services provided by Client to an End User to perform an in-depth analysis of a suspected error; an attempt to recreate the error and to provide an acceptable error resolution.

            1.1.3. "Level 3 Support" means services provided by Plaid support personnel to Client towards answering questions related to operational use of the Services and resolving errors in the Client Application that are determined to be, or are highly probable to be, the result of a defect caused by Plaid design or engineering or the result of a complex interaction between the Client Application and the Services that cannot be resolved by Client, and which errors require product engineering knowledge or expertise towards isolating and affecting a resolution.

2. Basic Support.

      2.1. Severity Levels and Response Times. Following Client submitting a Ticket, Plaid's support team will use commercially reasonable efforts to provide to Client an Informative Response within the applicable response time described in Table A (Response Times) below.

            2.1.1. "Business Hours" means the hours between 9:00AM and 5:00PM PST, Monday through Friday, excluding U.S. federally observed holidays.

            2.1.2. "Incident Severity Ticket" means a Ticket reporting an error concerning Client's use of the Services that is either an Incident Severity Level 1, Incident Severity Level 2, or Incident Severity Level 3 (as defined in Table C (Severity Level Definitions) below, respectively).

            2.1.3. "Informative Response" means a Plaid response to an Incident Severity Ticket that will include: (a) a classification of the error described in the applicable Incident Severity Ticket as either an Incident Severity Level 1, Incident Severity Level 2, or Incident Severity Level 3; (b) identification of the origin of the applicable error (i.e., as "Plaid" or "non-Plaid") to the extent known by Plaid's support personnel upon initial triage of such error; and (c) additional information known by Plaid's senior support team regarding the error described in the applicable Incident Severity Ticket upon initial triage of such error (e.g., the impacted Services and estimated time for resolution).

            2.1.4. "Institution Success Rate" is defined as the sum of: (a) the number of Items that are successful; plus (b) the number of Items that are unsuccessful due to user errors, financial institution errors, or other errors outside of Plaid's control; divided by (c) the number of Item attempts by all Plaid end users across all applicable financial institutions.

            2.1.5. "Item" means a Plaid end user's connection to a financial institution using the Services.

            2.1.6. "Service Downtime" means the total number of one (1) minute periods in the applicable calendar month for which the Plaid's servers used to provide the Services to Client have a Service Success Rate below 90%.

            2.1.7. "Service Success Rate" means the number of API requests successfully made to the applicable Services (i.e., requests whereby such Services are accessible, available, and perform according to their applicable technical specifications), divided by the total number of API requests attempted across all Plaid clients during the applicable period.

            2.1.8. "Ticket" means a support case or ticket opened by Client on the Plaid dashboard to report an error concerning Client's use of the Services. For the avoidance of doubt, and notwithstanding anything to the contrary: (i) upon Plaid's reasonable assessment of the facts pertaining to each Ticket, Plaid may classify such Ticket (i.e., as an Incident Severity 1, Incident Severity 2, Incident Severity 3, or none of the foregoing); and (ii) the relevant terms of this Exhibit will apply in accordance with such classification.

Table A: Response Times	
Severity Level	Response Time
Incident Severity 1	Six (6) Business Hours from when the Incident Severity Ticket is received by Plaid.
Incident Severity 2	Six (6) Business Hours from when the Incident Severity Ticket is received by Plaid.
Incident Severity 3	Six (6) Business Hours from when the Incident Severity Ticket is received by Plaid.

Table B: Severity Level Definitions	
Severity Level	Definition
Incident Severity 1	Service Downtime totaling ten (10) or more, with all one (1) minute periods comprising such Service Downtime occurring consecutively.
Incident Severity 2	A Services error resulting in an Institution Success Rate of 85% or less over a six (6) hour period.
Incident Severity 3	A Services error resulting in an Institution Success Rate of more than 85% but less than 90% over a six (6) hour period.

2.2. Applicability of Response Times Credits. Response Times Credits will be applied against future payments due from Client to Plaid. The Response Times Credits will, as applicable, be Client's sole and exclusive remedy and Plaid's sole obligation in connection with Plaid breaches of this Section 2.

2.2.1. "Response Times Credit" means a dollar credit that Plaid may credit back to an eligible Client account, calculated by multiplying the applicable percentage set forth in the Response Times Credits column of Table C (Service Fee Credit Percentage) below (i.e., which percentage corresponds to the applicable (a) Severity Level, per the first column in Table C, and (b) description within the Response Failure column in Table C) by the monthly fees for the Basic Support paid by Client to Plaid pertaining to the affected calendar month (for clarity, excluding any one-time fees and fixed fees).

2.2.2. "Basic Support" means the support services described in this Section 2.

Table C: Service Fee Credit Percentage		
Severity Level	Response Failure	Response Times Credits
Incident Severity 1 or 2	Four (4) Incident Severity 1 or Incident Severity 2 Tickets are not responded to (in accordance with this Section 2) within the applicable period specified in Table A during one (1) calendar month.	20%
Incident Severity 1 or 2	Five (5) or more Incident Severity 1 or Incident Severity 2 Tickets are not responded to (in accordance with this Section 2) within the applicable period specified in Table A during one (1) calendar month.	40%
Incident Severity 3	Greater than five (5) Incident Severity 3 Tickets are not responded to (in accordance with this Section 2) within the applicable period specified in Table A during one (1) calendar month.	20%

3. Exclusions. Notwithstanding anything to the contrary in this Exhibit or the Agreement, Plaid will have no responsibility or liability for or in connection with any errors, problems, unavailability, delays in response time, suspension, or termination of the Services, or any other performance issues that arise from: (i) Client's inability to receive data from the Services due to errors, problems, or unavailability of Plaid's data providers (e.g., financial institutions); (ii) use by End Users; (iii) inaccurate or missing information in Client's API call or an API call that is otherwise invalid; (iv) factors outside of Plaid's reasonable control, including but not limited to any force majeure event, Internet access issue, and related or similar problems; (v) Client's software or hardware; (vi) third party software or hardware; (vii) abuses or other activity that leads to a suspension or termination or violates the Agreement; or (viii) planned downtime or maintenance.

4. Effectiveness of Obligations. Notwithstanding anything to the contrary in this Exhibit or the Agreement, solely so long as the pricing for Basic Support effective as of the Effective Date via the applicable Order ("Basic Support Fee") remains effective: (i) Plaid will provide the Basic Support (and otherwise comply with Section 2 of this Exhibit); and (ii) Client will be eligible to receive Response Times Credits. For the avoidance of doubt, in the event that the Basic Support Fee becomes ineffective (e.g., due to Client electing not to continue its Basic Support Fee commitment in accordance with the applicable Order, or electing to renew the applicable Order neither with the Basic Support Fee intact nor with higher pricing for Basic Support replacing the Basic Support Fee), then as of the effective date of such change Section 2 of this Exhibit will no longer apply and Client will be ineligible to receive any Response Times Credits.