

## SUPPORT AGREEMENT

### Agreement Summary

THIS SUPPORT AGREEMENT (this "Support Agreement") is entered into as of the Effective Date by and between the following parties:

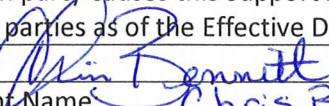
("Talyst"):	("Customer"):
Talyst Systems LLC	ARMC- Arrowhead Regional Medical Center – Inpatient Pharmacy
11335 NE 122 <sup>nd</sup> Way, Suite 200	400 N Pepper Ave
Kirkland, Washington 98034	Colton, CA, 92324
Attention: Sales Operations	Attention: Apurva Patel, Associate of Assistant Director
Phone: (425) 289-5400	Phone: (909) 580-1000
Fax: (425) 289-5633	Fax:
Email: <a href="mailto:salesops@talyst.com">salesops@talyst.com</a>	E-mail: <a href="mailto:patela@armc.sbcounty.gov">patela@armc.sbcounty.gov</a>
<b>Customer Billing Information</b>	<b>Billing Address if Different from Above</b>
Billing Contact:	
Phone:	
E-mail:	

This Agreement is comprised of the following documents:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A: Support Description and Time and Materials Rates | <input checked="" type="checkbox"/> Exhibit C: Software and Documentation License |
| <input checked="" type="checkbox"/> Exhibit B: Support Fees                                     | <input checked="" type="checkbox"/> Exhibit D: ACH Terms                          |

The Agreement Summary and Exhibits A – D are attached to and incorporated into this Agreement by reference:

Each party causes this Support Agreement to be executed by its duly authorized representative and is entered into by the parties as of the Effective Date set forth above:

By: 	By:
Print Name: <u>Chris Bennitt</u>	Print Name:
Title: <u>VICE PRESIDENT</u>	Title:
Date: <u>11/19/15</u>	Date:
TALYST Systems LLC	ARMC - Arrowhead Regional Medical Center Inpatient

NOW, THEREFORE, in consideration of the covenants set forth in this Support Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Talyst and Customer follows:

1. Support; Term.

1.1 Talyst will provide Customer the support and maintenance services described in Section 3 below ("**Support**") for equipment purchased ("**Covered Equipment**") and software licensed ("**Covered Software**") from Talyst under a separate agreement between the parties (collectively, "**Covered Products**").

1.2 The term of the initial support period shall be for thirty-six (36) months or expiration of a lease, if applicable, whichever is longer ("**Initial Support Period**"). After the Initial Support Period, Support may be renewed for one additional twenty-four (24) month period ("**Renewal Support Period**" and together with the Initial Support Period, the "**Support Term**"), upon written agreement by both parties, unless terminated as set forth in Section 6 below.

2. Support Fees; Time and Materials; Taxes, Payment.

2.1 Support fees are invoiced once per month and, unless otherwise provided for at Exhibit B, are due and payable in full in advance of the applicable month. If Customer does not renew Support by timely paying the Support fee, Talyst may terminate any or all Support Services at the end of the then current Support Term. Support fees will be increased annually by five percent (5%) and included in the agreement for the applicable future Renewal Periods. All prices are listed in U.S. Dollars and all payments made hereunder will be made in U.S. Dollars. The fees set forth for in this Support Agreement are provided on the premise that Customer pays all fees in accordance with the payment terms.

2.2 Prices also do not include any applicable federal, state, local or other governmental taxes, duties, fees, charges or tariffs, including without limitation, sales, service, use, excise or value added taxes (collectively, "Taxes"). All Taxes will be Customer's sole responsibility, except for Taxes based on Talyst's net income or gross receipts. If Customer is a tax-exempt entity, it shall provide proof of same. Customer agrees to indemnify, defend and hold harmless Talyst for any Taxes or Claims relating to Taxes, if any, that are not based on Talyst's net income or gross receipts.

2.3 In addition to Support fees, Customer will pay to Talyst all other fees as set forth in Exhibit B. All overdue amounts (other than amounts disputed by Customer in good faith) shall be assessed a finance charge of one and a half percent (1.5 %) per month, compounded monthly, (or the legal maximum, if less) from the date they become due and payable until the date when they have been fully paid. Additionally, if Support is not paid in accordance with the payment terms, Customer's credit for on-time payments, which is initially included in the fees, will be removed and all remaining fees will reflected without such credit (i.e. increased by twenty percent (20%)). Talyst has no obligation to undertake any of the activities in Section 3 below until receipt of any payments that are due prior to such activity's beginning.

2.4 ACH. To the extent elected, Customer authorizes Talyst to charge its financial institution account via an ACH transaction for all amounts owed to Talyst as provided for in this Support Agreement including those terms, incorporated herein by this reference, provided at Exhibit D. For the purposes of Exhibit D, "Payor" shall refer to Customer and Payee shall refer to Talyst Systems, LLC along with any service provider(s) chosen by Talyst to provide the ACH services. The terms described in this Section 2 supersede any other payment terms.

3. Customer Support and Maintenance. Talyst's provision of Support Services under this Support Agreement is subject to the following additional terms and conditions:

3.1 Customer will maintain and use the any or all of the Covered Products in accordance with the written instructions provided to Customer by Talyst and/or its suppliers from time to time, including, but not limited to any end-user documentation such as user manuals, reference guides, or service guides provided to Customer and relating to the Covered Products, ("**Written Instructions**") in order to keep the Covered Products in good working condition (normal wear and tear excepted).

3.2 Customer will appoint at least two individuals per physical location who have been approved and certified by Talyst, in the operation of the Covered Product(s) to serve as the primary contacts between Customer and Talyst regarding any interaction they may have in connection with any service call. Customer may certify additional personnel on a space-available basis.

3.3 Talyst reserves the right to charge Customer, at the prevailing time and materials rate (“**Time and Materials Rates**”) (see Exhibit A) for support calls that are caused by errors made by Customer’s personnel or are outside of the terms of Support provided for herein.

3.4 Customer will provide Talyst and its subcontractors with all assistance reasonably requested by Talyst for purposes of providing Support, including without limitation, adequate access to the applicable physical location of the Covered Products during or after Customer’s business hours, as the case may be, and the ability to have high speed remote access at all times to all of the equipment on which the Software is operating. On-site visits required, because of Customer’s lack of high-speed remote access, will be charged to Customer at the Time and Materials Rates.

3.5 Customer will document and promptly report to Talyst all detected errors or malfunctions of the Covered Products with sufficient detail to enable Talyst to reproduce or recreate the nonconformance. Customer will take all necessary or recommended actions to correct or address such errors or malfunctions within a reasonable time after such actions have been communicated to Customer by Talyst.

3.6 Customer will be solely responsible for (i) providing appropriate supervision and management of the use of the Covered Product(s) by its personnel and agents and (ii) the implementation of any backup facilities and/or plans for all computer programs and data in the event of errors or malfunction of the Product(s). Support for browser and Internet connections are Customer’s responsibility.

4. Support Limitations. Talyst will be under no obligation to provide any Support hereunder due to errors, malfunctions or defects arising from: (i) abuse, neglect or misuse; (ii) use of unauthorized parts or failure to maintain the Covered Products in accordance with Talyst’s Written Instructions; (iii) installation, configuration, relocation or re-installation of the Covered Products by anyone other than Talyst; (iv) unauthorized modifications, enhancements or additions made by anyone other than Talyst, (v) causes other than ordinary use under normal conditions, including without limitation, accident, fire or water damage, neglect, air conditioning failure or humidity control failure; (vi) failure by Customer to put in place and maintain the physical, IT, electrical and environmental requirements; (vii) use of Covered Products with any equipment, accessories, components, consumables (e.g. paper or canisters) or software not provided by Talyst hereunder specifically for use therewith (unless previously approved in writing by Talyst); (viii) failure of Customer to install and use software updates provided by Talyst; or (ix) user created reports (each, an “**Exclusion Event**”). Any services provided by Talyst as a result of an Exclusion Event or for any other cause that is not attributable to Talyst will be billed to Customer at the Time and Materials Rates. Support specifically excludes services related to barcode scanners, UPS’s and services which we consider, in our discretion, as rebuilds and refreshes (catastrophic failures, broken arm, tracks, shelves, chain damage, etc.) for Covered Products that Talyst deems in its sole discretion at the end of its useful life (“**EOL**”). Once a Covered Product has been identified as EOL, Support for such Covered Product shall not be included in any future Renewal Support Period unless specifically designated and provided for in writing.

5. Representations and Warranties. The parties represent and warrant as follows:

5.1 Talyst shall perform the Support Services in a professional and workmanlike manner and in accordance with the terms set forth in this Support Agreement.

5.2 Customer acknowledges that Services provided by Talyst as a result of an Exclusion Event will be billed at the Time and Materials Rates.

5.3 Customer shall provide Talyst with all information that may be necessary for Talyst to meet its obligations under this Support Agreement.

5.4 Each party will at all times comply with all federal, state and local laws, rules and regulations applicable to its obligations and responsibilities under this Support Agreement.

5.5 The execution and the delivery of this Support Agreement and the consummation of the transactions contemplated hereby, will not conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both) any other contract.

6. Support Termination.

6.1 Either party may terminate Support for any or all of the Covered Products, with or without cause, by providing a written notice to the other party at least sixty (60) days prior to end of the then current Support Term.

6.2 If Customer chooses to not renew Support and later elects to renew Support, Customer shall be required to pay the then prevailing re-activation fee and pay for any software updates, or other appropriate charges, which shall entitle Customer to receive the then most current update to the Software.

6.3 Customer's License to the Software and any Software related Written Instructions terminates upon expiration or termination of Support.

6.4 If Customer chooses not to renew Support, Customer agrees to pay Talyst for services rendered at the Time and Materials Rates.

7. Confidentiality. Each party acknowledges that materials and information that have or will be made available to it in connection with this Support Agreement or in the performance of the Support Services may consist of confidential and proprietary information ("Confidential Information") of the other party, the unauthorized use or disclosure of which would be damaging. Confidential Information shall include, but not be limited to, the Written Instructions, any information relating to the Support Services, identity of customers, business practices, trade secrets, business opportunities, trade secrets, and financial related information. Therefore, the parties agree not to make any use of Confidential Information other than in connection with this Support Agreement, to disclose Confidential Information only to employees and consultants requiring such information and only after ensuring that such employees and consultants are bound by confidentiality restrictions at least as protective, and to not disclose Confidential Information to any other party other than as required by law; provided, however, that Talyst may use Confidential Information of Customer in a form that does not identify Customer for purposes of improving the Support Services, conducting internal training, and improving the Talyst Materials.

8. Warranty Exclusion. Except as expressly stated in this Support Agreement, Talyst makes no representations, warranties, express or implied in connection with this Support Agreement or the Support Services. All warranties not specifically stated herein, including, but not limited to, warranties of merchantability or fitness for a particular purpose are excluded and shall not apply to the Support Services to be provided under this Support Agreement.

9. Indemnification. Each party shall indemnify and hold harmless the other party and its successors and assigns from any and all losses, liabilities, claims, damages, actions, suits, proceedings, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the indemnifying party's gross negligence or willful misconduct.

10. Limitation of Liability. IN NO EVENT SHALL TALYST BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING UNDER A THEORY OF NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFIT, LOSS OF BUSINESS, OR FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS), EVEN IF ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. THE ENTIRE AGGREGATE LIABILITY OF TALYST TO CUSTOMER UNDER OR IN RELATION TO THIS SUPPORT AGREEMENT OR THE SUPPORT SERVICES FOR ANY LOSS OR DAMAGE, AND REGARDLESS OF THE FORM OF ACTION SHALL BE LIMITED TO THE AMOUNT OF FEES PAID TO TALYST DURING THE ONE (1) YEAR PERIOD PRIOR TO THE INITIATION OF ANY CLAIM.

11. **Insurance Requirements.** The parties each shall maintain in full force and effect the following insurance policies written on an incurred loss basis: (a) Comprehensive general liability insurance for property and bodily injury with \$1,000,000 combined single limits including blanket contractual coverage; (b) Worker's Compensation insurance, with statutory limits of liability; and (c) Professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If requested, the parties shall require all insurance companies issuing policies hereunder to verify to the other party that such policies have been issued and are in force. Each party shall provide thirty (30) days' notice to the other party if policies are materially changed, canceled or annulled.

12. **Notices.** All notices given hereunder will be given in writing, will refer to this Support Agreement and will be personally delivered (effective upon delivery), sent by fax (effective upon confirmed receipt), by overnight courier (effective the next business day after deposit with such courier service properly paid for and addressed) or by registered or certified mail (return receipt requested) to the address set forth in the Support Agreement Summary (effective upon receipt as indicated in such return receipt). Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section

13. **Assignment.** Neither party may transfer or assign its rights or obligations under this Support Agreement to any other party without the prior written consent of the other party; provided that either party may assign this Support Agreement without consent of the other party in connection with a sale or change of control of its business. This Support Agreement will be fully binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

14. **Non-solicitation.** Customer agrees not to solicit, hire, or otherwise employ or engage in any manner whatsoever directly or indirectly, during the term of this Support Agreement and for a period of one year thereafter, any person who is or was an employee or contractor of Talyst assigned hereunder, without the express written consent of Talyst. Customer acknowledges that actual damages in the event of a violation of this provision would be difficult to determine and therefore agrees that if it violates this provision, Customer shall pay to Talyst as liquidated damages, and not as a penalty, the sum of one year's direct salary of each person so solicited, hired, employed or engaged.

15. **Force Majeure.** Failure of either party to perform its obligations under this Support Agreement (except the obligation to make payments) will not subject such party to any liability to the other if such failure is caused by acts of God, transportation conditions, materials shortages, supplier delays, riot, sabotage, embargo, strikes or any other cause beyond the reasonable control of such party. The parties will adjust the shipping dates, test dates or other applicable performance time periods referenced herein accordingly so that neither party is held liable for the failure to meet such dates as a result of a force majeure event. The affected party will resume the performance of its obligations as soon as practicable after the force majeure event has ceased.

16. **Publicity.** Talyst may use Customer's name in press releases, product brochures and financial reports indicating that Customer is a customer of Talyst.

17. **Independent Contractors.** It is the express intention of the parties that Talyst is an independent contractor and not an employee, agent, joint venturer or partner of Customer. Nothing in this Support Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between Customer and Talyst or any employee or agent of Talyst.

18. **Amendments and Waivers.** No amendment, waiver or discharge of any provision of this Support Agreement will be effective unless made in writing that specifically identifies this Support Agreement and the provision intended to be amended, waived or discharged and signed by the parties hereto. The failure of either party to insist upon or enforce strict performance of any of the provisions of this Support Agreement or to exercise any of its rights or remedies under this Support Agreement will not be construed as a waiver or relinquishment to any extent of that party's rights to assert or rely upon such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.

19. **Governing Law; Jurisdiction.** This Support Agreement will be interpreted, construed and enforced in accordance with the laws of the State of California, without reference to its choice of law rules. The parties hereto



agree to the exclusive jurisdiction of the state and federal courts located in San Bernardino County, California to resolve any disputes arising under or related to this Support Agreement or the Support Services.

20. Severability. If any provision of this Support Agreement or portion thereof shall be held by any court of competent jurisdiction to be invalid, illegal or unenforceable under applicable law, then such provision or portion thereof shall be deemed reformed or omitted to the extent determined by such court (i.e., with the objective of preserving the intent of such provision to the extent permitted by applicable law). In any event, the remainder of this Support Agreement shall remain valid and enforceable.

21. Attorneys' Fees. In the event of any dispute regarding the Support Services and/or the interpretation or enforcement of any provision of this Support Agreement, the prevailing party shall be entitled to be reimbursed for all reasonable attorneys' fees and related court costs incurred as a result thereof by the non-prevailing party.

22. Subcontractors. Talyst may, in its sole discretion, engage subcontractors to perform any of the Support Services.

23. Counterparts. This Support Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Survival. Upon expiration or termination of this Support Agreement, those terms that should be reasonably construed to survive termination shall survive.

25. Entire Agreement. This Support Agreement sets forth the entire agreement of the parties, and supersedes any and all prior and contemporaneous oral or written communications, understandings and agreements, with regard to the Covered Products.

## EXHIBIT A

### SUPPORT DESCRIPTION AND TIME AND MATERIALS RATES

1. Support Description. Support includes the following:

- 24 hours a day, 7 days a week, and 365 days a year.
- Support calls will be responded to by Talyst by phone within four (4) hours; if the support call is determined to be mission-critical, Talyst will escalate and provide an action plan within 24 hours.
- Technical assistance by telephone with respect to Covered Products. Talyst may, in its sole discretion, provide support by remote access through dial-ins or high-speed access .
- Customer will be responsible to troubleshoot the support issue via telephone first to determine whether or not the Covered Products requires any maintenance services. Talyst will, as soon as practicable after Customer's service call in this respect, perform any repair or replacement it determines, in its sole discretion, is necessary or useful to restore Covered Products to good operating condition.
- All replacement parts furnished in connection with Support become components of the Covered Equipment. Replacement parts after the Initial Support Term may be purchased by Customer, if available, and Talyst will provide installation of such replacement parts in connection with its provision of Support under the Agreement.
- Replacement parts take an average of sixteen (16) weeks lead-time while parts for EOL Equipment may not be available at all.
- Any bug fixes, patches, minor enhancements and minor updates and modifications to the Covered Software for which Talyst makes commercially available to other customers and does not typically charge a fee.
- On-site preventive maintenance visits for each item of Covered Equipment in accordance with its general preventative maintenance schedule.

2. Time and Materials Rates.

The following rate and charges apply, per service representative, if equipment and software are not covered by a service agreement, for work requested by Customer that is outside the scope of Support including but not limited to an Exclusion Event. The rates below are subject to change on 30 days notice to Customer.

Time and Materials Rates:

A. Hourly Telephone Technical Support:

- Monday through Friday from 7:00 a.m. to 7:00 p.m. Pacific Time is \$350.00 per hour, minimum one (1) hour.
- Telephone support during any other hours is \$450.00 per hour, minimum one (1) hour.

B. Daily Rate for Onsite Support and Other Requested Services:

- Standard hours Monday through Friday (9:00 a.m. – 5:00 p.m. local time): \$2,500.00 (maximum of eight (8) hours).
- Outside of standard hours: \$3,000.00 (maximum of eight (8) hours).
- Additional training at Customer site: \$3,000 for first day and \$1,500 per day for each day thereafter.
- Weekend layover required by Customer with no work scheduled will be charged a flat fee of \$500.00 per day.
- Reasonable travel related expenses (e.g. transportation, meals, and lodging) will be charged at actual cost for all onsite calls.

## EXHIBIT B

### SUPPORT FEES

1. Support Fees.

**Service Support Contract Renews on 12-18-2015 through 12-17-2018 (3 years)**

**Service Support PO expires on 11-30-2015**

QTY	Product	Monthly Fee	Quarterly Fee	Annual Fee
2	AutoCarousel® \$2,025.38 ea. per month	\$4,050.76	\$12,152.28	\$48,609.12
1	InSite	\$2,000.00	\$6,000.00	\$24,000.00
1	AutoPack	\$2,025.38	\$6,076.14	\$24,304.56
1	AutoLabel	\$540.10	\$1,620.30	\$6,481.20
<b>Annual cost</b>				<b>\$103,394.88</b>

2. Payment Terms.

*Support Fees for the then-current Support Term:* 100% is due NET 60 from the date of invoice.

*Time and Materials:* For services performed at Time and Materials Rate Consumables and 100% is due upon receipt of invoice.

*Consumables:* Consumables are purchased separately, as needed, and 100% is due upon receipt of invoice.

3. Payment Address/Wire Transfer.

Payments shall be made by check or wire transfer of immediately available funds to the address or account designated below or such other address or account identified in writing by Talyst from time to time.

Payment by check should be overnight mailed to:

Talyst Systems LLC  
PO BOX 671426  
Dallas, TX 75267-1426

Payment by wire transfer should be made to:

Talyst Systems LLC  
Acct# 1894976222  
ABA# 121137522

Comerica Bank  
226 Airport Parkway  
San Jose, CA 9510



## EXHIBIT C

### SOFTWARE AND DOCUMENTATION LICENSE

1. Grant. Except as otherwise provided for in the Support Agreement, Talyst grants to Customer, a limited, non-exclusive, non-transferable, non-assignable license, without any right to sublicense, to use the Covered Software and the Written Instructions to operate the Covered Software for Customer's internal purposes only, at the applicable location(s) in which the Covered Products are to be installed (or replacement site to the extent Talyst relocates the Covered Equipment, on and in conjunction with the applicable Covered Equipment for the then-current Support Term (the "**License**").

The License is subject to the additional terms and conditions (in addition to the other provisions of the Support Agreement): Customer will not: (i) remove, obscure or alter any proprietary notices placed on or within any Product; (ii) sell, assign, lease, sublease, lend, rent, license, sublicense or otherwise transfer any Software or Written Instructions; (iii) encumber, pledge or otherwise create or allow to exist any lien, adverse claim or security interest on any Software (other than those created by Talyst); (iv) copy any Software or Written Instructions, except for archive and backup purposes; (v) make or develop any modifications or derivative works of any Software or Written Instructions; (vi) reverse engineer, reverse translate, disassemble or decompile any Software or Written Instructions, except to the extent permitted by applicable law; (vii) install any software on any server equipment provided by Talyst hereunder without Talyst's prior written consent, except as specified in Section 3 of this Exhibit C, or (viii) connect to the Software with any computer other than a Talyst authorized computer. Talyst agrees that the License granted hereunder will include use by Customer and Customer Affiliates, including their employees, medical staff members, agents, consultants and independent contractors. Customer may copy the Written Instructions only for use with the applicable Covered Software or Covered Equipment. Customer will reproduce all proprietary notices on and within any copies of the Software and/or Written Instructions permitted hereunder, including any partial copies.

2. Termination of License. The License terminates upon expiration or termination of the then-current Support Term. Talyst may, in addition to any other rights available under applicable law, in its sole discretion, terminate the License if Customer fails to abide by any of its obligations under this License and such failure is not corrected within five (5) days after written notice to Customer. Within five (5) business days after termination of the License, Customer will return to Talyst (or at Talyst's option, destroy) the Software, the Written Instructions related to the Software and all copies thereof. Customer will furnish Talyst with a certificate signed by an authorized representative of Customer certifying that the same has been done.

3. Third Party Software. Included in the Software is third party software with its own license agreements from vendors other than Talyst. Customer must agree to, and comply with, these third party licenses in order to use such third party software. It is Customer's responsibility to install anti-virus and security software and maintain the operating system, anti-virus and security software patches and updates. Customer may install applications for the administration of such patches and updates but any operational issues that might arise as a result of the use of any software, patches or updates installed by Customer are Customer's sole responsibility and not included as part of Talyst's Support.

## Exhibit D: Authorization to Pay by ACH – Additional Terms

To the extent elected, Payor authorizes Payee to charge its financial institution account via an ACH transaction for all amounts owed to Payee as provided for in the Support Agreement. Payor authorizes Payee to: (a) collect and store the related financial institution account number(s) or other information, along with other related transaction information (collectively, "Payment Information"), and (b) that Payee may share any Payment Information with third parties, such as payment processors and/or credit agencies, for the purpose of checking credit, effecting payment to Payee and servicing your relationship with Payee. The Authorization to Pay by ACH described herein supersedes any other payment terms. If the payment method Payor chooses is to pay by ACH ("ACH Payment Service"), Payor hereby authorizes Payee to electronically debit or credit, via an ACH transaction, the bank deposit account Payor designates from time to time ("Bank Account") and which constitutes Payor's authorization to Payee to debit or credit Payor Bank Account via ACH transactions ("Authorization"), as provided in the Support Agreement. The following terms and conditions apply to the ACH Payment Service:

A. Authorization to Debit and Credit Bank Account. Payor hereby authorizes Payee to initiate: (a) recurring automatic ACH debits to Payor Bank Account in the amounts owed to Covered Entity as indicated on the corresponding Payee invoices; and (b) ACH credits to Payor Bank Account to correct any erroneous debits or provide a refund, as approved by Payee in its sole discretion. Payor Authorization also includes permission to collect the following: (i) Payor name; (ii) Payor current mailing address and Bank Account Information (as described in Paragraph 3. below); (iii) Payor Internet Protocol (IP) address; and (iv) the means used by Payee to authenticate the person providing the Authorization on Payor behalf. With respect to each ACH transaction Payor authorize, Payor agree to be bound by the "National Automated Clearing House Association Operating Rules and Guidelines" ("NACHA Rules"), as may be amended from time to time.

B. Timeframe and Amounts of Debits to Bank Account. ACH debits to Payor Bank Account generally will occur one to five days after the date of the invoice(s) generated by Payee. Payor acknowledges that the amounts of the automatic ACH debits to Payor Bank Account may vary depending on the invoice amounts.

C. Bank Account Information. In accordance with procedures established by Payee, Payor agrees to provide to Payee the necessary information pertaining to Payor Bank Account in order to debit or credit Payor Bank Account via an ACH transaction, including (but not limited to) the name of Payor financial institution, the financial institution's routing number, the name(s) of the owner(s) of Payor checking account designated as the Bank Account, and the account number of the Bank Account (collectively "Bank Account Information"). The Administrator (as defined below) may be able to change or update the Bank Account Information at a later time and in a manner that Payee requires in its sole discretion. Any changes to the Bank Account Information must be received by Payee no less than ten (10) business days before the effective date of the change. ACH debit and credit transactions will be transmitted using the most recent Bank Account Information that is accepted and approved by Payee as indicated in Payee's records.

D. Revoking Payor Authorization. This Authorization will remain in full force and effect until Payor notifies Payee by electronic message at [accounting@talyst.com](mailto:accounting@talyst.com) that Payor wishes to revoke this Authorization. Payee requires at least ten (10) business days' prior written notice in order to revoke this Authorization. Revocation will not affect Payee's right to initiate ACH credits to Payor Bank Account in order to correct or adjust any debits that were processed before Payor revocation became effective.

E. Return of ACH Entries. If an ACH payment is returned from Payor Bank Account for insufficient or uncollected funds or for erroneous information, Payee may reinitiate the returned ACH debit to Payor Bank Account within one to five days after the initiation of the first ACH debit. Payor agrees to pay Payee a returned payment fee of \$25 that may be charged by Payee, for each returned ACH debit from Payor Bank Account. Any amounts owed to Payee that cannot be collected by an ACH debit will be charged to Payor directly.

F. Filing Claims for Alleged Errors. If Payor believe an ACH debit initiated by Payee occurred in error, there was an error in the amount of a debit, or any other error, Payor must file a claim with Payee as soon as practicable by contacting Payee at [accounting@talyst.com](mailto:accounting@talyst.com), giving Payee all information Payor have about the alleged error, and taking any other action(s) as reasonably required by Payee. Payor shall have sixty (60) days after the date of the posting of the ACH debit in question to file a claim. If Payor files a claim with Covered Entity or Payee after more than sixty (60) days, neither will have any obligation to investigate the claim and Payor will have no right to recover any funds Payor may have lost as a result of the alleged error. If an error occurs with regard to an ACH credit, Payee may take any action permitted by law and the NACHA Rules to recover the funds from Payor Bank Account.

G. Payor is liable for payment of all invoices. Payor may have a third party pay an invoice directly to Payee. However, it is understood that Payee has no relationship with such third parties and has no obligation to collect from them. The payment obligation rests solely with Payor, and Covered Entity will hold Payor liable for payment of any invoice submitted to a third party for payment. Covered Entity or Payee reserves the right to impose or reduce the limit on the balance that a customer may owe us, even if not yet billed, for any or no reason. Should any invoice become delinquent and Covered Entity or Payee has to initiate a collections effort, all reasonable collection costs and/or legal fees will be added to the balance due.