

SOFTWARE LICENSE STANDARD SUPPORT TERMS

1. Support and Maintenance Program.

1.1 Term. Horizon Business Services, Inc. (“Horizon”) will issue you our annual invoice for then-current maintenance fees, which fees are based upon the number of concurrent users licensed. Upon your payment of such fees, as set forth below, Horizon will provide the services below (“Support”) for the term of one (1) year from the original delivery date of the Caterase Software (“Software”) licensed to you under a license agreement (“License Agreement”) or, if a renewal, from the maintenance anniversary date for the applicable Software. Support is renewed and invoiced on an annual basis, unless terminated as provided below. Horizon may change the Support offered and fees at any time, effective as of the commencement of any renewal period.

1.2 Standard Telephone Support. During the hours from 9:00 a.m. to 7:00 p.m. Eastern Time (Monday through Friday, holidays excepted), Horizon shall provide Client telephone technical assistance with the use of the Software. Each service request will be evaluated and escalated as required in Horizon's sole discretion. Horizon may change these hours as it deems necessary. Horizon will notify Client of any changes to such Support hours via email, a social media tool (currently Twitter) or on the Horizon website.

1.3 Software Updates. Horizon shall make available to Client each minor and major functional release of the Software that Horizon makes generally available to its maintenance customers to replace a prior Software release (“Updates”). Upon its release, an Update shall be considered "Software" as defined in the License Agreement and shall be subject to all rights and restrictions set forth therein. Updates do not include any releases or future products that Horizon licenses separately. In addition, Horizon reserves the right to pass through to Client any third party license fee for third party software that may be incorporated in an Update.

1.4 Bug Fixes. Horizon shall exercise commercially reasonable efforts to correct any malfunction of the Software reported by you to Horizon in writing, and reproducible by Horizon, that prevents the Software from performing in material accordance with the operating specifications described in the then current Documentation, as defined in the License Agreement ("Error").

1.5 Retirement of Releases. Support is provided only for the current release of the Software. Releases that are not the current will be retired. Horizon shall not be responsible for maintaining retired versions of the Software. However, Horizon may provide telephone support services with respect to “how-to” use questions for a retired version of the Software for one (1) year following its retirement.

1.6 Deployment Verification. Horizon utilizes a number of methods to understand and support Software use by its licensees. These include technological features of the Software, such as license management software and enabling keys, that prevent unauthorized Software use and provide automated Software deployment verification.

1.7 Termination. You may terminate Support at the end of the maintenance term by giving written notice to Horizon at least thirty (30) days prior to the end of any such term. Horizon may suspend Support (i) if you fail to make timely payment pursuant to Section 2 below, or (ii) in the event of any suspension of your license to the Software by Horizon. The Support shall terminate upon any termination or expiration of the License Agreement.

1.8 Backups. Client must ensure critical data has been backed up prior to Horizon's personnel providing Support.

1.9 Exclusions.

1.9.1 Horizon shall have no obligation to provide Support that may be required as a result of: (i) Software modified without Horizon's written consent, or (ii) use of the Software other than as provided in the Documentation, (iii) misuse of the Software or use of the Software in a manner not authorized by the applicable License Agreement, (iv) third party applications, operating systems, your network, or software not provided by Horizon, or (v) your negligent acts, willful misconduct, violations of law or breach of these terms or the License Agreement. Prior to contacting Horizon, you must make reasonable efforts to confirm that an Error is caused by the Software and not by any other hardware or software.

1.9.2 If Horizon reasonably determines that a problem reported by you is not due to an Error or results from one of the exclusions set forth in Section 1.9.1 above, Horizon will notify Client in writing. Horizon has no obligation or responsibility to correct any problem not due to an Error or any problem resulting from one of the exclusions in Section 1.9.1.

2. Maintenance Fees

Support shall be provided only upon receipt in full of Horizon's then-current standard maintenance fees. Annual Support fees may increase at any time, including without limitation upon an increase in the number of concurrent users under the License Agreement. In the event that coverage for Support lapses for any reason, renewal of such Service will require payment by Client of the fees for Support for any previously unpaid maintenance period(s) that would have been due had Client continued to purchase Support, as well as full payment for the subsequent period. Support fees will be invoiced on an annual basis, and are payable within thirty (30) days from the date of the invoice. Support fees are non-refundable.

3. Warranties and Limitation of Liability

WITHOUT LIMITING THE APPLICATION OF ANY OTHER PROVISION OF THE LICENSE AGREEMENT, THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE LICENSE AGREEMENT APPLY TO THESE MAINTENANCE TERMS AND ALL SUPPORT PROVIDED BY OR ON BEHALF OF HORIZON.