

STANDARD HOSTING SUPPORT TERMS

1. Support and Maintenance Program.

1.1 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 as defined in and licensed to you under the Software as a Service Agreement (“License Agreement”). 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, any social media tool (currently Twitter), and/or on the Horizon website.

1.2 Software Updates. Horizon shall make available to Client each minor and major functional release of the Software that Horizon makes generally available to its hosted licensees 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.

1.3 Bug Fixes. Horizon shall exercise commercially reasonable efforts to correct any malfunction of the Software reported to Horizon by Client 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”).

1.4 Exclusions.

1.4.1 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, Client network, or software not provided by or on behalf of Horizon, or (v) Client's negligent acts, willful misconduct, violations of law or intentional breach of these Support Terms or the License Agreement. Prior to contacting Horizon, Client shall make reasonable efforts to confirm that an Error is caused by the Software and not by any other hardware or software used by Client.

1.4.2 If Horizon reasonably determines that a problem reported by Client is not due to an Error or results from one of the exclusions set forth in Section 1.4.1 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 1.4.1.

2. 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.