

SERLIO SOFTWARE  
PREMIUM SOFTWARE SUPPORT AGREEMENT

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS SUPPORT AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR RIGHTS AND OBLIGATIONS UNDER YOUR SUPPORT AGREEMENT WITH SERLIO SOFTWARE. YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY USING ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR BY NOT TERMINATING THIS AGREEMENT WITHIN FIFTEEN (15) DAYS FROM THE DATE OF PURCHASE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST CONTACT SERLIO SOFTWARE WITHIN FIFTEEN DAYS (15) FOLLOWING THE DATE OF PURCHASE TO TERMINATE THIS AGREEMENT AND OBTAIN A REFUND OF THE MONEY THAT YOU PAID FOR IT (LESS HANDLING AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE HANDLING AND TAXES ARE REFUNDABLE).

**Incorporation of documents**

Schedule A. Term of Coverage, Covered Product Serial Numbers, Authorized Contacts, Fees and Term

**Description of Support Services**

**A. Technical Support**

Serlio will provide same-day response to email and phone support requests for issues received before 3:00PM Central (GMT -6h) on business days. Issues received after that time will receive priority on the following business day.

**B. Phone support**

Serlio will provide five (5) telephone support incidents per authorized serial number listed in Schedule A during the term of this agreement. Telephone support can be obtained through SERLIO's switchboard (+1 414.771.1452) during Serlio's normal business hours.

**C. Email Support**

SERLIO will provide unlimited email support during the term of this agreement. These questions can be logged through Serlio's support email address (support@serlio.com).

#### D. Product upgrades

Serlio will provide product upgrades and service packs, via electronic delivery, for each authorized product serial number included in Schedule A at no charge.

#### **Exclusion of Liability**

**A. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SERLIO BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SERLIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**C. IN NO CASE SHALL SERLIO'S LIABILITY EXCEED THE PURCHASE PRICE FOR THIS SUPPORT AGREEMENT. The disclaimers and limitations set forth above will apply regardless of whether you accept or terminate this Agreement.**

#### **Term and Termination**

This agreement shall be effective on the date indicated in Schedule A, and shall remain in effect for the term indicated in Schedule A.

Either party may terminate this agreement if, upon material breach of this agreement and written notice to the breaching party, the breaching party fails to remedy the breach within sixty (60) days.

#### **Force Majeure**

Serlio's failure or delay in performance on this agreement to the extent that such failures are proximately caused by forces beyond the reasonable control of Serlio,

occurring without the fault or negligence of Serlio, such as, but not limited to, fire, flood, war, strikes, Acts of God, damage or destruction to network facilities, power failures or failure of Serlio's suppliers, subcontractors, carriers and service providers, shall not be held to be a breach of this agreement.

**Severability**

If any part of this agreement is held to be invalid or unenforceable, the remainder of this agreement shall remain in effect.

**Choice of Forum**

This license shall be governed by and construed in accordance with the laws of the State of Wisconsin, United States of America, as if performed wholly within the State and without giving effect to the principles of conflict of law.

**Final Agreement**

This agreement constitutes final and complete understanding between the parties with respect to the Software Support Agreement, and supersedes any other oral or written understandings with respect to the Software Support Agreement. Amendments to this agreement must be made in writing, and signed by an authorized officer of each party.

SCHEDULE A  
TERM OF COVERAGE, COVERED PRODUCT SERIAL NUMBERS  
AND AUTHORIZED CONTACTS

The Support Agreement, whose terms are set forth in the aforementioned document SERLIO SOFTWARE PREMIUM SOFTWARE SUPPORT AGREEMENT, is made between Serlio Software Development Corporation and

[client company name] (hereafter Support Customer)  
[company address]  
[company city], [company state]  
[postal code] [country]

This schedule is incorporated into the SERLIO SOFTWARE PREMIUM SOFTWARE SUPPORT AGREEMENT.

This agreement is effective as of [purchase date] and shall remain in effect under terms of the agreement until [end date].

**Coverage under Agreement**

The following CaseComplete serial numbers are covered by this agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

additional serial numbers are attached to this schedule

**Authorized Agents**

The following named persons are authorized by Support Customer to use the support services under this agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

additional authorized names are attached to this schedule