

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 (“SERLIO”). 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 SHIPPING, HANDLING AND TAXES ARE REFUNDABLE).

**Incorporation of documents**

The CaseComplete End User License Agreement, provided to you at time of purchase, is incorporated into this agreement by reference and shall govern the terms of your license to CaseComplete software.

**Description of Support Services**

**A. Technical Support**

During the term of this agreement, SERLIO will provide technical support through its support portal at <http://casecomplete.zendesk.com>. SERLIO will provide same-day response to 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.

Requests for support should be submitted at the customer support portal at <http://casecomplete.zendesk.com>. Requests for support may also be made by phone at 888.794.2367. All support requests shall be accompanied by product serial number to facilitate validation of the support agreement.

**B. Product upgrades**

During the maintenance period, you may download and use at no additional cost any and all updates, upgrades, patches or fixes for CaseComplete released to the general public by SERLIO. All updates, upgrades, patches and fixes shall be governed by the terms of the CaseComplete End User License Agreement and shall become part of the Licensed Program described therein.

#### **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 OR THE RECOMMENDATIONS PROVIDED BY SERLIO SUPPORT STAFF 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**

The maintenance period established under this Agreement shall begin on the date of purchase and conclude one calendar year hence.

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**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Wisconsin. The Wisconsin State Courts of Milwaukee County, Wisconsin (or, if there is exclusive federal jurisdiction, the United States District Court for the Eastern District of Wisconsin) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and you hereby consent to the jurisdiction of such courts.

**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.

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