

**Support Ticket Purchase and Terms**

dotCMS  
PHONE: 305.858.1422  
FAX: 305.397.1719.

Customer: [Client Name]  
(hereafter “Customer”)

Support Packages	*Tickets Per Month	Quarterly Engagement	Annual Engagement
Economy Package	2 Tickets Per Month	\$1,800	\$6,600
Standard Package	5 Tickets Per Month	\$3,750	\$13,500
Performance Package	10 Tickets Per Month	\$6,000	\$21,000
**Unlimited Package	Unlimited	\$24,000	N/A

*\*Monthly allocations of support tickets expire at the end of the 30 day period*

*\*\*Unlimited will support no more than 5 designated points-of-contact.*

<p><b>Package Selected:</b> _____ <b>Engagement Term:</b> _____ <b>Price:</b> _____</p> <p><b>Support Available During Business Hours</b> 9:00 a.m. to 6:00 p.m. EST (UTC -5)</p>
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**dotCMS Support**  
**email: enterprisesupport@dotcms.org**  
**phone: 877-9-DOTCMS**

**I. dotCMS Support Tickets are designed to address:**

- A problem that is directly related with the OPERATION of dotCMS software and does not involve the support of 3rd party software or systems.
- The problem or issue can be re-created on its own environment.
- The problem is a result of common or accepted usage of the dotCMS system.
- The problem or issue can be re-created on its own systems.
- An issue that cannot be broken down into separate constituent issues. If a problem can be broken down into constituent issues, each shall be considered a separate Support Ticket.
- A Support Ticket may involve multiple calls and discussions with contact to reach a resolution – using reasonable efforts.
- dotCMS Installation Support
- dotCMS Server Issues
- Questions regarding velocity or java code within dotCMS
- Questions regarding the dotCMS development environment, source control and interacting with a dotCMS installation.

- Questions regarding advanced use of velocity and view tools.

### II. dotCMS Support Tickets also provides limited access to additional services including:

- Monthly Training Webinars (for Support Customers only)
- Technical Consulting (1 hour)
- Code Reviews (1 hour)
- Limited Quality Assurance Testing (1 hour)

### III. dotCMS Support Tickets do NOT cover/include:

- Custom coding.
- Enhancement or feature request.
- Application development / creation of code
- A problem directly caused by Customer networking or hardware, the use or integration with 3<sup>rd</sup> party software or the use of unsupported feature.

\*We will require a **Work Order** from the dotCMS Professional Services division to address and execute on any of the above issues.

### IV. Support Ticket Resolution Process (Service Level):

Customer will contact Support online through the dotCMS Portal to request support and/or report an issue (or bug).

1. Support will review and respond to the submitted inquiry within 2 hours, assuming the ticket is submitted between 9:00 am and 4:00 pm EST.  
  
Economy, Standard, and Performance customers are limited to 4 points of contact. Support will only correspond with those who are registered as points of contact. Only authorized contacts may submit issues falling within the scope of this agreement.
2. If it is a support request, a dotCMS engineer will respond via email to schedule a phone call and open a Support Ticket.
3. If it is a potential issue (or bug), a dotCMS engineer will open a Support Ticket and try to reproduce the issue in their environment.
  - a. If the reported issue is reproduced and determined as a bug in the dotCMS software, it will be noted and fixed.

***\*\*If the Customer is a dotCMS Enterprise warranty subscriber, Support will credit back the Support Ticket on any reported issue that is determined by dotCMS Staff to be caused by a bug.***

- b. If the reported issue cannot be reproduced and is not a bug, a dotCMS engineer will respond via email to schedule a phone call to begin working towards a resolution.
- c. The resolution of any issue **that is not a bug** is determined solely by dotCMS support engineers. The possible resolutions are:
  - The issue reported results in a reasonable solution.
  - The issue reported results in a reasonable workaround.
  - dotCMS has determined the issue reported is related to use of the software that does not follow accepted common usage guideline or specification.
  - dotCMS determines the issue reported is an enhancement or customization request that requires a work order.

## **SERVICE TERMS**

### Subject Matter of the Agreement

The parties agree on the terms as defined above in this agreement.

#### **1. Fees**

1.1. The fee, noted above, is payable by the Customer in accordance with the terms and conditions set out in this agreement.

#### **2. Payment**

2.1. Payment must be effected by any supported Credit Card, Paypal or by Bank Check/Transfer. Customer can be invoiced, however, support services will go into effect once payment is received.

2.2. Payments will be made to:

dotCMS  
3339 Virginia St.,  
Suite R-2.  
Miami, FL 33133

2.3. Payment is due upon execution of this agreement.

2.4. Customers may purchase additional tickets under the current pricing at [http://www.dotcms.org/enterprise/purchase\\_support.dot](http://www.dotcms.org/enterprise/purchase_support.dot)

2.4.1. Customer's service and support will be suspended if payment is overdue for more than 60 days.

#### **3. Delivery of the Services**

3.1. Services will be delivered when:

- 3.1.1. Both parties have signed this contract. This contract can be faxed or sent as a scanned attachment via email to [enterprisesupport@dotcms.org](mailto:enterprisesupport@dotcms.org) and;
- 3.1.2. The payment has been received by dotCMS.

#### **4. Support Services Included in this Agreement**

- 4.1. Technical support must be provided via phone, email or support portal responses.
- 4.2. Priority access to Services and Support department: This purchase grants the Customer priority access to dotCMS' Support Desk department. Such access insures that any Customer issue will always take precedence over Customers who do not have this agreement in place with dotCMS.

#### **6. Expiration and Ticket Overages**

- 6.1 All purchased Support Packages are based on a monthly usage/frequency of allotted Support Tickets. The monthly allotment will expire one month from the original date of this executed agreement (at midnight) and will not be carried over to the next month.
- 6.2 If the Support Customer uses more Support Tickets than their subscribed monthly allotment, they will be able to purchase additional Support Tickets at \$300/ticket.

#### **7. Limitation of Liability and Warranty**

- 7.1. dotCMS gives neither guarantee nor warranty nor makes any representations as to the correctness the completeness or success of the Support Desk.
- 7.2. The liability for any damages - on whatsoever legal basis – is excluded to the maximum extent as provided by the law applicable.
- 7.3. Should the law applicable avoid or prohibit any provision of this agreement excluding the liability under any term then the liability is limited to the amount of the fee of this support agreement.

#### **8. Governing Law and Jurisdiction**

- 8.1. The Support agreement is governed by United States of America law. Any disputes arising under or in connection with this agreement shall be submitted to the exclusive jurisdiction of the Civil Court of Miami, Florida USA.

**9. Credit**

9.1. dotCMS retains the right to use the Customer's logo within its roster of Customers. A link to the Customer's website will be placed on the dotCMS web site as part of its business portfolio.

**10. Force Majeure**

10.1. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, riots, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement under such circumstances.

**Agreed to by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

DATE: \_\_\_\_\_