

Ortus Support Program(OSP)

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Ortus Support Program

The Ortus Support Program offers you a variety of support and maintenance plans so that you can choose the one that best suit your needs. Subscribe to your plan now and join the Ortus Family!

With all of our plans you will profit not only from discounted rates but also receive an entire suite of support and development services. We can assist you with sanity checks, code analysis, architectural reviews, mentoring, professional support for all of our Ortus products, custom development and much more!

Whether you are planning, deploying, developing, enhancing or maintaining we are here to help you speed up your project and get things done with the best practice insight. The experienced team of developers that created ColdBox Platform, CommandBox CLI and ContentBox CMS will assist you directly.

Ortus Products Covered

The Ortus Support Program (OSP) will cover all open source, commercial products and custom applications developed by Ortus Solutions.

Some assistance topics can be:

- Have a question about ColdBox compatibility?
- Have questions about how to integrate ContentBox into your enterprise?
- How do I migrate my site to ContentBox? Can you help me migrate it?
- How does a plugin/interceptor work?
- How do you extend the framework?
- How do you extend ContentBox?
- Sanity checks
- Coding best practices
- Project pre-analysis
- Architecture reviews
- I need a ContentBox module
- I need a ColdBox module
- I need infrastructure reviews
- Is this a framework or application bug?
- Can this bug be fixed now instead of later?
- I need some extra functionality; can this be added to the applications?
- And more...

What do you get with your subscription?

- Private support ticket system
- Discounted support rates +
- Architectural reviews
- Priority patches & updates +
- Custom builds +
- Up to 20% off commercial product discounts +
- Up to 20% off training discounts +
- Up to 20% off book discounts +
- Custom development *
- Phone/Online support by appointment only **+
- Assistance can be given in the following languages:
 - English
 - Spanish
 - Brazilian Portuguese
 - German
- Influence the development direction of any Ortus Product

* Please see the FAQ about custom development.

** All assistance is done electronically via our online support ticketing system.

** Phone/Online sessions may be scheduled by appointment only, for certain support plans.

*** All support requests are charged on a per hour basis.

+ Depends on subscription plan

Support Plans Overview

Each annual plan entitles you a certain amount of support hours and a discounted rate that will prevail during the validity of your plan contract in case you need any additional hours. You can upgrade your plan at any time.

Entry Annual Support

First time: \$2,099 – Renewal: \$1800/year

- Includes 10 support hours
- Rate: \$180/hr.
- Private support ticket system
- Online sessions can be scheduled with advance notice
- Response Time: 1-3 Business Days
- 5% off commercial product purchases, book purchases and online training courses, events and seminars

Standard Annual Support

First time: \$5,699 – Renewal: \$5,250/year

- Includes 30 support hours
- Rate: \$175/hr.
- Private support ticket system
- Online sessions can be scheduled with advance notice
- Response Time: 1-2 Business Days
- Includes 1 *FREE* book
- 10% off commercial product purchases, book purchases and online training courses, events and seminars
- Ticket priority & priority training registration
- Custom builds and patches

Premium Annual Support

First time: \$14,099 - Renewal: \$13,600/year

- Includes 80 support hours
- Rate: \$170/hr.
- Private support ticket system
- Online sessions can be scheduled with advance notice
- Response Times: Same Day
- Includes 3 *FREE* books
- 15% off commercial product purchases, book purchases and online training courses, events and seminars
- Ticket priority & priority training registration
- Custom builds and patches

Enterprise Annual Support

First time: \$24,599 – Renewal: \$24,000/year

- Includes 150 support hours
- Rate: \$160/hr.
- Private support ticket system
- Online sessions can be scheduled with advance notice
- Response Time: Less than 12 hours
- Includes 3 *FREE* books
- 20% off commercial product purchases, book purchases and online training courses, events and seminars
- Ticket priority & priority training registration
- Custom builds and patches

Support Plans Table

	Entry	Standard	Premium	Enterprise
Price	\$2,099	\$5,699	\$14,099	\$24,599
Support Hours	10 up to 20 Tickets	30 up to 60 Tickets	80 up to 160 Tickets	150 up to 300 Tickets
Rate	\$180	\$175	\$170	\$160
Renewal Price	\$1,800 year	\$5,250 year	\$13,600 year	\$24,000 year
Phone/Online Appointments				
Web Ticketing System				
Architectural Reviews				
Custom Development				
Custom Builds & Patches				
Priority Training Registration				
Development & Ticket Priority				
Response Time	1-3 Business Days	1-2 Business Days	<24 hours	<12 hours
Book, Training & Product Discounts	5%	10%	15%	20%
FREE Books	0	1	3	5

Program FAQ

Here are several questions that can help guide you with our Support Program.

What is my plan rate?

Your plan rate is the preferential per hour rate from which you benefit by subscribing to one of our Support Plans. You have also the possibility to contract additional support hours at your discounted rate for the validity of your contract. Non-subscribers are subject to a per hour rate of 200+ USD for our support services.

Please also note that your consulting hours are multiplied by an on-site factor when doing on-site consulting/training.

What issues are covered?

Below are the most common issues we cover. If your issue is not listed, then please contact us for determining whether your issue is supported or not.

- Installation
- Upgrading
- Usage
- Configuration
- Extensibility
- Core bugs or alternate behavior
- Best practices
- Sanity checks
- Problem diagnosis
- Architectural & high level application reviews

What issues are NOT covered?

We suggest always asking whether your issue is covered or not, as due to the nature of complex systems there can be an enormous number of different issues that can occur, which may or may not be within the scope of the program. So when in doubt, please contact us.

- Resource Augmentation
- External connectivity issues
- Third party plugins/interceptors or custom code
- Network design
- Demos and examples
- More than 2 minor versions behind the current release of any of our products
- Altered Ortus source code
- Custom mobile/application development

Can I call by phone?

Phone calls with our agents are by appointment only via our ticketing system. A ticket would have to be opened first and a call requested. This can involve a phone or online session to be initiated if needed.

When will my patch be done?

Please note that the time required for a patch or fix depends on the complexity of the issue and the scope of work needed to resolve it, so no time can ever be guaranteed. However, we will provide you with a very detailed time estimate for the patch. You will then decide whether to continue with the service or not. Also note that patches, fixes and custom builds are only available to certain plans.

How will my patch be delivered?

All patches are open source and shared in the code repository if targeted to the ColdBox/ContentBox core. The patches will be committed to code repository and delivered to you as a zip file with the included patched files. Some plans have the advantage of getting a custom builds with a specific version and build number. They also get priority fixes and escalation.

What if I need custom development?

You can submit a ticket or written requests for custom application development. New developments are estimated at a fixed price at Ortus. You will be able to use any of your support hour dollars towards payment of these estimations.

Are custom builds available?

Only certain plans have access to receive custom builds for our Ortus Products.

What versions of Ortus products do you cover?

We only cover up to 2 minor versions behind the current release of our products. So if the latest version is 3.8, and you are on 3.6.0 you are covered. If you are on 3.1 you are not covered.

Versions are determined as such: **Major.Minor.Revision**

For more information about our released versions please contact us.

How are time calculations done?

Each support ticket you open will consume 0.5 hours (30 min) of your support time. The ticket may be closed in that time but it is also possible that a resolution may require additional time beyond the initial 0.5 hours. The time will then increase in 1/4 hour (15 min) increments until the ticket is resolved.

If the support ticket requires development of any kind, we will give you an estimate of how long the development will most likely take. Again, they are development estimates which can fluctuate depending on the support ticket. You will then either accept or decline the time estimate so work can be performed on the support ticket(s) at hand.

What if I need more hours?

If your support hours are consumed, you can purchase additional hours at your plan's discounted rate. Additional hours are billed separately.

Can I upgrade my subscription plan?

You can upgrade your plan any time to benefit from lower discounted rates. The upgrade fee varies depending on how much support hours you already used from your current contract.

What is priority-training registration?

Standard, Premium and Enterprise annual subscribers ONLY, will get advanced notice of new training seminars and have direct communication with the training team in order to book the trainings before registration opens to the public.

What about on-site consulting-training?

You can use your support hours for on-site custom consulting and training, but the support hours used will be multiplied by an on-site factor of 1.5hr. We would also add additional fees for travel time and expenses. Here are some examples to clarify:

- Ortus does 8 hours of on-site consulting, we will deduct $8\text{hr} * 1.5 \text{ factor} = 12$ hours of total support hours + any expenses or travel time.
- Ortus does 16 hours of on-site consulting, we will deduct $16\text{hr} * 1.5 \text{ factor} = 24$ hours of total support hours + any expenses or travel time.

The Ortus Team will prepare a proposal for you so you can review it and we will wait for your written authorization. If you require on-site training, all travel and material expenses will be deducted from your support hour's pool translating all expenses into hours at your plan discounted rate. You also have the ability to pay for travel and material expenses directly to Ortus Solutions, Corp.

The official courses are a separate entity from the support programs and thus cannot be leveraged by the support program. However, we do offer up to 20% off discounts to our support plan subscribers.

What if at the end of the year I still have hours?

If at the end of the contract year you still have support hours in your account, you can decide to rollover the remaining support hours by just paying your contract renewal price. The rolled over hours will be available to you for a period of 3 months after renewal **ONLY!** If you do not use the rolled over hours within those 3 months after renewal, those hours will expire.

Please note that the contracts are valid for **one year only**, and have to be renewed no later than their expiration date. If you do **NOT** decide to renew your contract then your remaining support hours will expire at the end of your contract date.

How do I know how many hours I have left?

You will have unlimited access to our invoicing system where you can see your current client credit, activity and information about your account any time you like. Your credit will be divided by your hourly support rate to show you how many hours you have left. You can also buy as many additional support hours, as you like during the lifespan of the plan.

What if I want to cancel my subscription?

We would hate to see you leave the Ortus Family, but if you haven't used any of your support hours and cancel within the first 30 days, we will give you full refund and only charge you for the setup costs. Otherwise, if you already used any fraction of your contracted support hours you will be billed for the setup costs and for the used fraction of the contracted support hours plus 50% of your remaining available support hours. If you ever need to cancel, just contact us at support@ortussolutions.com.

Please note that if you already used all of your support hours you would not be able to break your annual commitment.

What happens when my contract expires?

For the all support plans you profit from a contract renewal price with which you can subscribe to your contracted support plan for a new period and continue to profit from all our service benefits. For the annual support plans you need to renew your contract before it expires so that you can benefit from the renewal price and the hour rollover for any unused contracted support hours.

Appendix A

Service Level Agreement (SLA)

We provide an SLA on ticket acknowledgement only, as development and/or solutions can never be completely time guaranteed. Our urgent level response times are from same day to up to 5 days depending on your plan. Premium and Standard plan holders get higher priority on ticket acknowledgements and responses.

During the problem determination phase of an incident, factors that determine the severity level are analyzed and discovered. Ortus Solutions, Corp reserves the right to extend response times if an incident's severity is deemed less critical than urgent. Service level agreements define the maximum time to initially respond to the Customer's report of a problem, the time for a workaround, fix or build, and the time for a permanent correction to the problem, if applicable, will be determined by Ortus Solutions, Corp according to the information provided and cannot be bound to this SLA as many factors can contribute to its development time.

Hours of operation are only valid on regular business days excluding major U.S. Holidays and Ortus Solutions, Corp holiday schedule that can be provided upon request and will be available in our knowledge base announcements.

Hours of Operation:

7:00 AM – 7:00 PM Pacific Time - Monday to Friday

Limited Availability:

Weekends, U.S. Holidays and Ortus Solutions, Corp holiday schedule

Limited Warranties & Liabilities

Ortus Solutions, Corp warrants that the Services will be performed in the manner described in this Agreement by appropriately trained and qualified personnel using reasonable skill and diligence; provided, however, that Customer's sole remedy and Ortus Solutions, Corp sole obligation in the event of a breach of the foregoing warranty shall be, at Ortus Solutions, Corp's option, for Ortus Solutions, Corp to either re-perform the non-conforming Services or to refund an appropriate portion of the fees paid by Customer for the non-conforming services. EXCEPT for the foregoing sentence, Ortus Solutions, Corp DOES NOT make ANY GUARANTY, warranty or representation, express or implied (including, WITHOUT LIMITATION, ANY WARRANTY AS TO quality, performance, merchantability, non-infringement or fitness for a particular purpose), AND Ortus Solutions, Corp EXPRESSLY DISCLAIMS ANY SUCH OTHER WARRANTY EXPRESS OR IMPLIED. Ortus Solutions, Corp obligations under the foregoing warranty are subject to Ortus Solutions, Corp receiving written notice of the claimed non-conforming Services within ninety days of the date on which such Services were provided.

ORTUS SOLUTIONS, CORP MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS AGREEMENT, AND **ORTUS SOLUTIONS, CORP** SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS, EXCEPT INsofar AS CANNOT BE EXCLUDED OR LIMITED BY COMPULSORY LAW.

IN NO EVENT SHALL **ORTUS SOLUTIONS, CORP** BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OR THE INABILITY TO USE ANY OF THE MATERIALS, EVEN IF **ORTUS SOLUTIONS, CORP** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 2 **ORTUS SOLUTIONS, CORP** LIABILITY (i) WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, (ii) FOR ANY DAMAGES CAUSED BY A PRODUCT OR DEFECT OR FAILURE IN ANY PRODUCT, OR (iii) IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION HOLDS ANY OF THE ABOVE WARRANTIES OR DISCLAIMERS OF WARRANTIES INVALID, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO **ORTUS SOLUTIONS, CORP** UNDER THIS AGREEMENT. **ORTUS SOLUTIONS, CORP** LIABILITY IS CUMULATIVE, WITH ALL OF CLIENT'S LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. CLIENT HEREBY RELEASES AND FOREVER DISCHARGES **ORTUS SOLUTIONS, CORP, ITS DIRECTORYS, EMPLOYEES, BENEFICIARIES AND ASSIGNEES** FROM ANY AND ALL OBLIGATION, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE FOREGOING LIMITATION THE PARTIES ACKNOWLEDGE THAT OTHER PROVISIONS OF THIS AGREEMENT RELY UPON THE INCLUSION OF THIS SECTION.

This Section shall survive termination or expiration of this Agreement for any reason.

Force Majeure Provision

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

2. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

3. **ORTUS SOLUTIONS, CORP** failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

Indemnity

The Client hereby agrees to indemnify and hold **Ortus Solutions, Corp** harmless against any and all claims, damages, losses and expenses, including the reasonable attorneys' fees arising out of or related to Client's performance hereunder that are caused, directly or indirectly, in whole or in part, by Client's negligent or illegal acts or omissions. This Section shall survive termination or expiration of this Agreement for any reason.

Agreement Signature

Client: _____

Contact Name: _____

Contact Email: _____

Phone: _____

Fax: _____

Address: _____

City, State, Postal Code _____

Country _____

Web Address: _____

Contract Start Date: _____

Contract Expiry Date: _____

Authorized Signature: _____

CONCLUSION