

# EXHIBIT B

Terms and Conditions of Software Maintenance and Support for  
CoreMedia Software

Version: April 2018

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## 1. DEFINITIONS

The following capitalized terms shall have the meanings set forth below:

**“Maintenance Releases”** means any modification developed and supplied by CoreMedia that correct errors or provide other incidental corrections.

**“Major Release”** means major enhancements of the Software which is designated by CoreMedia with a higher version number (X) of the Software, in accordance with the stipulated designation “X.Y” (e.g. from version 1.x to 2.x).

**“Minor Releases”** means any enhancement as well as modifications to correct errors which is designated by CoreMedia with a higher version number(X) of the Software, in accordance with the stipulated designation “4.X” (e.g. from version x.1 to x.2).

**“Patch”** means a fix to a program bug which is an actual piece of object code that is inserted as a temporary correction.

**“Regular Business Hours”** means from Monday to Friday from 0900 to 1700 hours (EST), excluding public holidays.

**“Regular Support”** means Professional Support or Enterprise Support selected by Licensee.

**“Workaround”** means a temporary solution to a problem that may or may not involve a Maintenance Release. Workarounds can include methods or procedures that CoreMedia may recommend addressing the problem.

## 2. SOFTWARE MAINTENANCE AND SUPPORT SERVICE PACKAGES

CoreMedia offers its Licensees the Software Maintenance and Support Services (“Services”) set forth below. Further details about the Services can be found at CoreMedia’s customer portal [coremedia.com](http://coremedia.com).

CoreMedia provides the following Service packages:

- 1) Regular Support in the form of Professional Support or Enterprise Support and
- 2) Extended Support.

Regular Support is available for a three-year period following the release of any given program version. Extended Support is available for a two-year period following the expiration of Regular Support. The Services are governed by this Agreement, including all of its Exhibits and Schedules.

## 2.1. Regular Support

### 2.1.1. Professional Support

In response to a Licensee's requests for support in connection with the licensed Software, CoreMedia offers 2nd level support services by phone or by e-mail during Regular Business Hours. Contact information is provided under [support.coremedia.com](http://support.coremedia.com).

2nd level support services may only be requested by Licensee's employees specifically designated by the Licensee as contact for support services. Licensee shall ensure that the contact has sufficient familiarity with the CoreMedia product used by the Licensee.

CoreMedia provides Maintenance Releases that contain bug fixes and other modifications for the programs supported by CoreMedia as set out in **Section 5**. CoreMedia may also provide transitional solutions to problems in the form of Workarounds or Patches.

CoreMedia provides Minor and Major Releases. Major Releases are program versions with additional and/or modified functions. Minor Releases are bundles of several slight functional improvements and/or adjustments.

All releases provided by CoreMedia to its Licensees pursuant to this Agreement are deemed to be part of the Software and are subject to the terms and conditions set forth in this Agreement, including all its Exhibits and Schedules.

Documentation describing both Minor and Major Releases will be supplied in English, in printable form.

Minor and Major Releases will only be provided for the program versions supported as set out in **Section 5**.

Licensee shall provide secure shell (SSH), virtual private network (VPN), or similar access to its CoreMedia software installations. Should the remote access link be unavailable for any reason, CoreMedia may, upon request, provide Licensee with on-site support for an additional charge.

### 2.1.2. Enterprise Support

Enterprise Support includes the Services rendered as part of Professional Support in addition to 24/7 support in the following cases:

1 – Critical	
Definition:	A production server/system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. Business operations have been severely disrupted. No procedural workaround is available.

2 - Serious	
Definition:	A problem has occurred in which a major functionality is severely impaired, or use of the licensed product is severely limited, but no production system is continuously down. Operations can continue in a restricted fashion, although long-term productivity may be adversely affected. The business impact is significant.

## 2.2. Extended Support

Upon expiration of the Regular Support package selected by a Licensee (Professional Support or Enterprise Support), Extended Support provides Maintenance and Support Services for Software versions that are no longer up-to-date (see **Section 5**). However, Extended Support Services does not include the delivery of Minor and Major Releases for the program version purchased by Licensee. Such releases are made available solely as part of the Regular Support.

Extended Support can be obtained for a maximum period of two years following expiration of either Regular Support package associated with the respective program version. The dates specified at [www.coremedia.com/product-support-lifecycle](http://www.coremedia.com/product-support-lifecycle) should be used for purposes of calculation. After the end of the two-year period the version supported by CoreMedia shall be the then current Software version specified at [www.coremedia.com/product-support-lifecycle](http://www.coremedia.com/product-support-lifecycle).

## 2.3. Open Source Software

Deviating from the aforementioned terms, CoreMedia offers support for the open-source parts of the product (e.g. CoreMedia Blueprint, Project Workspace, Analytics Connectors) limited to e-mail communication during Regular Business Hours, provided that the requested issue can be reproduced with non-modified original source-code.

## 3. DELIVERY OF RELEASES

Maintenance, Minor and Major Releases are made available for download by Licensee at [download.coremedia.com](http://download.coremedia.com). Licensee is responsible for the download and installation of the respective releases and shall observe the installation instructions and configuration requirements specified by CoreMedia in this connection.

## 4. FEE AND PAYMENT OBLIGATION

The fee for Maintenance and Support services is included in the annual License Fee as stated in the Agreement. During the Extended Support period the annual License Fee increases by additional 5 %, and shall be paid at the same time and on the same terms as the License Fees.

## 5. SUPPORTED PROGRAMS / END OF REGULAR SUPPORT

CoreMedia's maintenance and support obligations (Professional or Enterprise Support) are limited to the Software listed in this Agreement. The Licensee shall ensure that the licensed Software is operated under operating conditions approved by CoreMedia. CoreMedia maintains its current Software version for a period of three years from the date the program version is first released (end of Regular Support). For older versions, CoreMedia will only render Services if the Licensee pays for Extended Support. Extended Support can be obtained for a maximum period of two years from the end of Regular Support. Thereafter, the particular Software version reaches the end of its life.

The current versions are listed in the customer portal [www.coremedia.com/product-support-lifecycle](http://www.coremedia.com/product-support-lifecycle). The dates for the end of Regular Support and end of life can be calculated from the information contained in the customer portal. Upon expiration of the support packages selected (three years for Regular Support, or 5 years for Regular and Extended Support), the Software version purchased by Licensee no longer receives support from CoreMedia. At such time, Licensee shall migrate to the then current Software version specified at [www.coremedia.com/product-support-lifecycle](http://www.coremedia.com/product-support-lifecycle).

## 6. FURTHER DEVELOPMENT OF THE SOFTWARE

CoreMedia shall inform Licensee's designated contact/s of any Major Releases by email. Additional information concerning any modifications of Software interfaces or similar system components and installation requirements in Minor and Major Releases is available at [support.coremedia.com](http://support.coremedia.com)

CoreMedia is entitled to replace third-party components with other components with the same functionality without Licensee's approval. CoreMedia publishes in the user manual a list of supported operating systems, Java environments, third-party systems, service packages, kernel patches, and other relevant conditions that are subject to change without the approval of the Licensee. Such changes are necessary for purposes of further developing the Software. Should such changes be made, the requirements for the system environment for Minor and Major Releases will not increase compared to the normal requirements outlined in this Agreement nor will they endanger the meaning and purpose of this Agreement.

CoreMedia is not required to modify the Software so as to make it compatible with Licensee's new operating system versions.

Licensee is responsible for making the adjustments necessary as a result of such modifications or changed conditions. Licensee is also responsible for installing the Minor and Major Releases. Future requirements for the individual operating systems, the Java environments, and third-party systems will be specified in the user manuals for the individual versions. Licensee shall always use the latest Maintenance Release published by CoreMedia and test the relevant Maintenance Release before reporting errors.

## 7. WARRANTY

Any defects of quality and title relating to the Software supplied are governed by the License Terms set forth in **Exhibit A**. The cancellation of this Agreement shall automatically terminate the Services as well. If Licensee notifies CoreMedia of a defect in a Service release, Licensee's sole and exclusive remedy, at CoreMedia's sole option, shall be the replacement of or the creation of a Workaround for the defective Service release.

## 8. TERM AND TERMINATION

The Maintenance and Support Agreement shall commence on the Effective Date of the License Agreement and shall continue until the expiration or termination of the accompanying Software License.