

AAP Publish

Video Platform Service Pack

This document is a Service Pack for the purposes of the Customer's Enterprise Customer Agreement.

This document should be read together with the Customer's Enterprise Customer Agreement.

This Service Pack is not available to Lite Customers or Pro Customers.

See clauses 6 and 7 for the meaning of capitalised terms.

1. Reseller Order Form

1.1 The Customer must duly execute a Reseller Order Form.

1.2 The Customer acknowledges that Brightcove may reject the Reseller Order Form.

1.3 This Service Pack does not take effect unless and until Brightcove accepts the Reseller Order Form.

2. Brightcove Master Service Agreement

2.1 If the Reseller Order Form is accepted by Brightcove, the Customer enters into a contract with Brightcove on the terms of the Brightcove Master Service Agreement. The Customer acknowledges that the Brightcove Master Service Agreement cannot be cancelled without the prior written consent of Brightcove.

3. Charges

3.1 The Customer must pay Pagemasters the Charges set out in the Reseller Order Form despite any contrary provision in the Brightcove Master Service Agreement (including any provision in the Brightcove Master Service Agreement that requires the Customer to make payments to Brightcove).

3.2 The Charges payable by the Customer to Pagemasters under clause 3.1 are in addition to the Charges set out in the Enterprise Customer Agreement.

4. Term

4.1 This clause 4 applies despite anything to the contrary in the Documents.

4.2 During the Term of the Enterprise Customer Agreement, the Customer must use best endeavours to ensure that the Brightcove Master Service Agreement does not expire without being renewed and it is not terminated by either party to it.

4.3 The Customer cannot terminate this Service Pack until the Brightcove Master Service Agreement expires without being renewed or it is terminated by either party.



- 4.4 The Customer acknowledges and agrees that in order to cause the Brightcove Master Service Agreement to expire without being renewed, the Customer must, in accordance with the terms of the Brightcove Master Service Agreement, give notice of non-renewal to Brightcove sufficiently in advance of the next renewal date.
- 4.5 If the Customer gives Brightcove a notice referred to in clause 4.4, the Customer must give a copy of the notice to Pagemasters at the same time.
- 4.6 The Customer authorises Pagemasters, as agent for the Customer, to give Brightcove a notice referred to in clause 4.4 on behalf of the Customer. Pagemasters may exercise this right at its sole discretion.
- 4.7 If the Brightcove Master Service Agreement expires without being renewed or it is terminated by either party to it, this Service Pack will be terminated automatically and immediately.
- 4.8 If the Brightcove Reseller Agreement expires without being renewed or it is terminated by either party to it, this Service Pack will be terminated automatically and immediately.
- 4.9 If the Enterprise Customer Agreement expires without being renewed or it is terminated by either party to it, the Customer must use best endeavours to ensure that the Brightcove Master Service Agreement expires without being renewed or it is terminated by either party to it.

5. **Termination**

- 5.1 Despite anything to the contrary in the Documents, upon termination of this Service Pack:
 - (a) all Charges, fees and expenses payable under this Service Pack, the Reseller Order Form and the Brightcove Master Service Agreement become immediately due and payable;
 - (b) the Customer must immediately cease using the services provided under the Brightcove Master Service Agreement;
 - (c) the Customer's obligation to pay all amounts due and owing to Pagemasters, any accrued Charges, and any Charges which accrue after termination of this Service Pack survives the expiry or termination of the Documents, the Reseller Order Form, the Brightcove Master Service Agreement and the Brightcove Reseller Agreement;
 - (d) each party retains the rights, remedies and powers it has in connection with any past breach or claim that has arisen before the expiry or termination of the Documents, the Reseller Order Form, the Brightcove Master Service Agreement and the Brightcove Reseller Agreement; and

- (e) the Customer indemnifies Pagemasters and AAP against all Loss incurred by them arising out of or connected with demands, claims, actions or proceedings made or brought by Brightcove in respect of:
 - (i) the Reseller Order Form or Brightcove Master Service Agreement, including in respect of any amounts payable by the Customer to Brightcove under the Reseller Order Form or Brightcove Master Agreement; and
 - (ii) amounts payable by Pagemasters or AAP to Brightcove under the Brightcove Reseller Agreement to the extent that the amounts relate to the Customer.

The Customer agrees that AAP is entitled to the benefit of the indemnity, which may be enforced by Pagemasters on behalf of AAP. Pagemasters holds on trust for AAP the benefit conferred by this clause.

6. Definitions

In this Service Pack, the following words have these meanings unless the contrary intention appears:

- 6.1 **Brightcove** means Brightcove Inc., a Delaware company whose principal place of business is 290 Congress Street, Fourth Floor, Boston, MA 02210, United States of America.
- 6.2 **Brightcove Master Service Agreement** means the Brightcove Master Service Agreement between Brightcove and the Customer available at <https://accounts.brightcove.com/en/terms-and-conditions>.
- 6.3 **Brightcove Reseller Agreement** means the Brightcove Reseller Agreement dated 31 March 2017 between Brightcove and AAP.
- 6.4 **Reseller Order Form** means the Reseller Order Form executed by the Customer which specifies an order for Brightcove's services.

7. Interpretation

- 7.1 Capitalised terms used but not defined in this Service Pack have the meanings given to them in the AAP Publish Platform Licence.
- 7.2 The rules of interpretation in the AAP Publish Platform Licence apply to this Service Pack with the necessary changes.