

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. These Charges 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 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.

- 4.5 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.
- 4.6 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 Services 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 Services 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 Services 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 the Reseller Order Form or Brightcove Master Services Agreement. 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 Services 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.



Executed as an agreement

Executed by the Customer:

Executed by Pagemasters:

Signature of Customer or authorised representative

Signature of authorised representative

Name (please print)

Name (please print)

Title

Title

Date

Date