

Brightcove End User License Agreement

Definitions. “Account” means a single point of entry via the U/I through which Company accesses and uses the Brightcove Service. “Bandwidth” means the total amount of GBs transferred by Brightcove on behalf of Company. “Brightcove Social” is a feature that enables Company to distribute videos from its Brightcove Service Account(s) to selected Platforms. “GB” means 1,000,000,000 bytes. “Social Destination” means a YouTube channel, a Facebook page, or a Twitter handle that is associated with a single user’s credentials on that Platform. “Social Platform” means YouTube, Facebook, Twitter and such other platforms that Brightcove may support in the future. “Storage” means the total amount of GBs needed to store all Content associated with Company’s Brightcove Service Account(s). “Stream” means the start of the delivery of a media file. “Transcoding” means the total amount of output GBs processed by Brightcove in connection with the conversion of a video file to additional video formats or bit rates in connection with Company’s use of the Brightcove Service. “User” means a single person, authorized by Company to access and use Company’s Account(s) on Company’s behalf, with a unique username and associated password. “Video Cloud” is an online video platform that enables Company to upload, manage and distribute Company’s Content to internet-connected devices and platforms.

Custom Players. Video Cloud may be used in connection with some non-Brightcove video players (such as those found on mobile and connected televisions). Brightcove makes available an API that will enable Company to count Streams delivered to such players and have such Streams included within Company’s Video Cloud analytics reports. The API and its operation are described in documentation available on the Brightcove support site. If Company opts to use a non-Brightcove player in connection with Video Cloud, Company agrees to include and maintain code within its players to count the Streams in accordance with API documentation.

Brightcove Social. When Company distributes Content to a Platform, it agrees to be bound by the terms of service and privacy policies of that Platform, as applicable. YouTube’s terms are available at <https://www.youtube.com/t/terms> and its Privacy Policy is available at <http://www.google.com/policies/privacy>. Facebook’s terms are available at <https://www.facebook.com/terms> and its privacy policy is available at https://www.facebook.com/full_data_use_policy. Twitter’s terms are available at <https://twitter.com/tos?lang=en> and its privacy policy is available at <https://twitter.com/privacy?lang=en>.

SILVER SUPPORT

Availability	<p>Business Hours: Monday – Friday, 9AM – 6PM Company’s local time*</p> <p>Off Hours: Silver Support does not include support outside of Business Hours</p>
Response Time	<ul style="list-style-type: none"> • Critical Issues: within 2 Business Hours • Other Issues: within 9 Business Hours
Definitions	<ul style="list-style-type: none"> • Critical Issues are those where Company experiences complete or critical loss of significant operation of the Brightcove Service. • Other Issues are all issues which are not defined as Critical (including general queries).
Support Channel	<ul style="list-style-type: none"> • By email (any time) • Via portal (any time)
Number of Named	<ul style="list-style-type: none"> • Company must use good faith in identifying the severity of issues submitted to Brightcove

Contacts

- All Company issues must be submitted by registered Users, except for Critical Issues, which may only be submitted by a named Company contact
- Company may assign a maximum of 4 named Company contacts
- Additional named Company contacts are \$1,500.00 each per Initial Term or Renewal Term

* Local time is determined by the Company address specified in this Order and the applicable Business Hours are those in the region (North America, Europe, Asia Pacific or Australia and New Zealand) in which Company's address is located. Brightcove's Business Hours for customers in Europe are based on UK local time, Business Hours for customers in the Asia Pacific region are based on Seoul local time and Business Hours for customers in Australia and New Zealand are based on Sydney local time. There are no Business Hours during Brightcove holidays in the applicable region. Company may purchase Business Hours coverage for additional regions as specified in the table above. If Company is not located within North America, Europe, the Asia Pacific region, Australia or New Zealand, Company will receive Business Hour support from the region with the local time that is closest to the local time where Company is located.

SERVICE LEVEL AGREEMENT

Video Cloud

1. **Uptime Commitment.** Brightcove will use commercially reasonable efforts to ensure that the platform is available 24 hours a day, 7 days a week, with a minimum monthly uptime commitment of 99.9% for player features ("Player Uptime") and 99.5% for U/I features ("U/I Uptime"). Player Uptime and U/I Uptime are calculated by taking the total number of minutes in a calendar month less the number of minutes of Player Downtime or U/I Downtime, as applicable, in the calendar month, divided by the total number of minutes in the calendar month.

2. **Definition of Downtime.** (a) Player Features: If Content, players or metadata are not being distributed by Video Cloud, Video Portals are not being distributed by Gallery, or Video Cloud is not accepting and responding to read API requests, such events may qualify as "Player Downtime." (b) U/I Features: If the U/I is not available to Company or Video Cloud is not accepting and responding to write API requests, such events may qualify as "U/I Downtime." Player Downtime and U/I Downtime are referred to herein collectively as "Downtime" or as "Downtime Event(s)."

3. **Exclusions.** Downtime Events resulting from causes beyond Brightcove's reasonable control are not be included in the calculation of Downtime. In addition, scheduled maintenance ("Scheduled Maintenance") resulting in a Downtime Event will not be included in the calculation of Downtime. Brightcove may conduct up to 8 hours of Scheduled Maintenance per calendar month (the "Maintenance Limit"). All Scheduled Maintenance will either be conducted (i) between the hours of 12:00 AM (ET) and 6:00 AM (ET) or (ii) at any time after supplying Company with 3 days advance notice (the "Maintenance Windows"). Any Scheduled Maintenance conducted in excess of the Maintenance Limit or outside of the Maintenance Windows will be included in the calculation of Downtime.

4. **Remedy for Excess Downtime.** If Brightcove fails to satisfy either (or both) the Player Uptime commitment and/or the U/I Uptime commitment during a calendar month, and provided Company is not in breach of the Agreement, Brightcove will issue a credit in an amount equal to the following:

"SLA Credit" = Total cumulative minutes of Player Downtime less than the Player Uptime commitment (for the month) plus total cumulative minutes of U/I Downtime less than the U/I Uptime commitment (for the month) multiplied by the effective per minute rate of the platform fee (meaning, the platform fee divided by the total number of minutes in the then-current Order Term).

The provision by Brightcove of the SLA Credit is Company's sole and exclusive remedy for Downtime and any failure to meet the terms of this Service Level Agreement. To request an SLA Credit, Company must contact Brightcove at <http://support.brightcove.com/en/contact> within 30 days after the end of the month in which the SLA Credit was earned. Recorded testing by Brightcove from an external network will be

determinative as to the existence and duration of a Downtime Event as well as the remedy thereof. Multiple Downtime Events occurring simultaneously will be considered a single Downtime Event.

Player Uptime and U/I Uptime are separate metrics; Player Downtime does not affect or count against U/I Uptime and U/I Downtime does not affect or count against Player Uptime. A Downtime Event that causes both Player Downtime and U/I Downtime will be treated as Player Downtime only.

BRIGHTCOVE MASTER SERVICE AGREEMENT

This Brightcove Master Service Agreement (the “Agreement”) is by and between Brightcove Inc. (“Brightcove”) and the entity or individual (“Company”) identified in the order executed by Brightcove and Company or identified in connection with the Brightcove Account registration process (in each case, an “Order”), and governs Company’s use, and Brightcove’s provision, of the Brightcove Service. Each Order, and any exhibit to an Order, is subject to this Agreement and is incorporated herein by reference. If you are an individual and are entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind such entity to all of the terms and conditions of this Agreement.

1. The Brightcove Service. The “Brightcove Service” means those online services that Company has ordered from Brightcove, including Video Cloud, Video Marketing Suite, Brightcove SSAI, Zencoder and/or such other online services as Brightcove makes available to Company from time to time. The various services comprising the Brightcove Service enable Company to upload, transcode, manage and distribute Company’s Content online. “Content” means all content, data, video, templates or information in any form that is uploaded to or made available in Company’s Account(s) by Company or on Company’s behalf. The Brightcove Service does not include Company’s Content or the Content of any other Brightcove customer. By using the online, user interfaces or APIs (collectively, the “U/I”) provided as part of the Brightcove Service, Company may make choices about its Content, including, depending on the particular Brightcove Service being used by Company, the presentation, management and distribution of Content. Company may change its selections as permitted by the Brightcove Service. In all cases, however, Company’s most recent selections in the U/I, as reflected in Brightcove’s database, shall be conclusive in the event of any dispute concerning Company’s selections.

2. Access to the Brightcove Service; Free Accounts; Beta Services.

(a) Access to the Brightcove Service. Access to Company’s Brightcove Service Account(s) shall be enabled by use of username(s) and password(s) (“Credentials”) selected by Company. An “Account” is a single point of entry via the U/I through which Company accesses and uses the Brightcove Service. Except where Brightcove has actual notice of loss, theft or unauthorized use of Company’s Credentials, (i) Company is responsible for all activity occurring in Company’s Account(s) and (ii) Brightcove shall have the right, without further inquiry, to rely on the provision of Company’s Credentials as sufficient to authenticate Company’s use of the Brightcove Service.

(b) Free Accounts. Brightcove may from time to time offer free Brightcove Service Accounts, such as trial Accounts. Unless otherwise specified during the Account registration process, the terms and conditions of this Agreement shall govern the use of such free Accounts. Brightcove may terminate any free Account at any time without notice, in its sole discretion. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE BRIGHTCOVE SERVICE IS PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH FREE ACCOUNTS.**

(c) Beta Services. Brightcove may from time to time offer products or services that are not generally available to all Brightcove customers (“Beta Services”). Unless otherwise indicated, all Beta Services will be offered at no cost and will be identified as “beta” or in a manner that indicates that the Beta Service is in limited release or pre-release. Such Beta Services are still in development and Brightcove may change aspects of the Beta Services at any time, including prior to general release. Company will not be obligated or required to use any Beta Services. Brightcove may cease offering any Beta Services, or cease offering such services at no cost, at any time and without notice, in its sole discretion. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BETA SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND.**

3. Company’s Obligations.

(a) **Restrictions on Use.** Company covenants that it will not (i) use the Brightcove Service in any illegal or unlawful manner or for any illegal or unlawful purpose or (ii) perform any act which is intended to harm Brightcove or the Brightcove Service. Brightcove will not review or screen Content on a regular basis for compliance with this Agreement or applicable law, and Brightcove shall have no obligation to do so, provided, however, that in addition to any other rights Brightcove may have, Brightcove reserves the right to suspend Company's access to and/or use of the Brightcove Service, or any particular Content, to the extent that Brightcove reasonably determines, in good faith, that such suspension is necessary to comply with applicable law (including without limitation a take-down notice under the Digital Millennium Copyright Act) or to prevent significant harm to any end user or the Brightcove Service; provided further, however, that in such event, Brightcove shall use commercially reasonable efforts to suspend only that portion of the Brightcove Service, or the particular Content, as is reasonably necessary to prevent the occurrence or continuation of such violation and/or harm.

(b) **Obligation to Pay.** Company shall pay Brightcove the fees set forth in each Order in accordance with the payment terms set forth in this Agreement and the Order. Company shall be responsible for and shall pay any applicable sales, use or other taxes or duties, tariffs or the like applicable to Company's Orders (except for taxes on Brightcove's income). All payments shall be made without deduction for withholding taxes. Late payments may be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law. If Company fails to pay applicable fees when payment is due, then in addition to any other rights Brightcove may have, Brightcove shall have the right to suspend delivery of all or a portion of the Brightcove Service to Company, provided that Brightcove has supplied Company prior notice and 5 days' opportunity to cure. If Brightcove pursues collection efforts against Company due to Company's failure to pay fees due under this Agreement, Company shall pay Brightcove's reasonable costs of collection, including any attorneys' fees related thereto.

4. Brightcove's Obligations. Brightcove agrees to (a) make the Brightcove Service available to Company in accordance with this Agreement, including any current Order; and (b) perform any other obligations expressly identified in any current Order.

5. Term.

(a) **Term of this Agreement.** This Agreement commences on the Effective Date and shall remain in effect until all of Company's Orders have expired or have been terminated in accordance with the terms of this Agreement (the "**Term**"). The "**Effective Date**" of this Agreement shall be the date specified in Company's initial Order or, if such Order was submitted online, the date Company submits the online Order. If Company is using the Brightcove Service pursuant to a trial Account and does not submit an Order prior to the conclusion of the trial period, this Agreement will terminate at the end of the trial period or, if later, the date Brightcove closes such trial Account.

(b) **Term of Orders.** The initial term of each Order shall commence on the date specified in the Order or, if such Order was submitted online, the date Company submits the online Order (the "**Order Effective Date**"). Unless earlier terminated in accordance with this Agreement, each Order shall remain in effect for 1 year from the Order Effective Date (unless a different term is set forth in Company's Order) ("**Initial Term**"), following which the Order shall automatically renew for successive 1-year periods on the first day following the end of the Initial Term (each, a "**Renewal Term**") unless either party hereto has provided notice to the other of non-renewal at least 60 days in advance of the end of the Initial Term or, if applicable, the current Renewal Term. Notwithstanding the prior sentence, all Orders for free Accounts, unless earlier terminated by either Company or Brightcove, shall remain in effect for the period of time indicated during the Account registration process.

6. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement, including any outstanding Orders: (a) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws; or (b) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 30 days after written notice identifying the matter constituting the material breach. In the event of the termination or expiration of this Agreement, all licenses granted under this Agreement shall terminate automatically. Upon an early termination of this Agreement for any reason, all current Orders shall terminate and, unless such termination resulted from a material, uncured breach of this Agreement by Brightcove, all fees and expenses payable under any such Orders shall become immediately due and payable.

7. Title. As between the parties, Brightcove owns all right, title and interest in and to the Brightcove Service. This Agreement does not convey to Company any ownership interest in or to the Brightcove Service, but only a limited license to use the Brightcove Service that is revocable as set forth in this Agreement. As between the parties, Company

owns all right, title and interest in and to the Content. This Agreement does not convey to Brightcove any ownership interest in or to the Content, but only a limited license to the Content that is revocable as set forth in this Agreement.

8. Licenses.

(a) License to Use the Brightcove Service. Brightcove hereby grants Company a limited, revocable (as set forth in this Agreement), non-transferable (except as provided in Section 17(b)), non-exclusive, worldwide license to use the applicable Brightcove Service for which Company has submitted an Order or registered online. All rights not expressly granted to Company are reserved by Brightcove. Except as expressly permitted by Brightcove, Company shall not: (i) sublicense, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Brightcove Service or any part thereof in any way; or (ii) modify or make derivative works based upon the Brightcove Service or reverse engineer, decompile or disassemble the Brightcove Service.

(b) License to Content. Company hereby grants Brightcove a limited, revocable (as set forth in this Agreement), non-transferable (except as provided in Section 17(b)), non-exclusive, royalty-free, worldwide license to perform all such acts with respect to the Content as are necessary for Brightcove to provide the Brightcove Service in accordance with this Agreement and Company's selections made through the U/I. All rights not expressly granted to Brightcove are reserved by Company.

(c) License to Feedback, Suggestions or Recommendations. Company hereby grants to Brightcove an unlimited, irrevocable, perpetual, transferable, non-exclusive, royalty-free, worldwide license to use and/or incorporate into the Brightcove Service any feedback, suggestions and/or recommendations provided to Brightcove by Company regarding the Brightcove Service.

9. Representations and Warranties.

(a) The Brightcove Service. Brightcove represents and warrants that (i) it either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to perform its obligations hereunder, exercise its rights hereunder and to grant the licenses granted by it under this Agreement and (ii) the Brightcove Service, as used by Company in accordance with this Agreement, does not, and shall not, infringe, violate or misappropriate any third party's rights.

(b) Content. Company represents and warrants that (i) it either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to perform its obligations hereunder, exercise its rights hereunder and to grant the licenses granted by it under this Agreement and (ii) the Content, and its use through the Brightcove Service, as enabled by Company, directly or indirectly, does not, and shall not, infringe, violate or misappropriate any third party's rights.

10. Indemnification. Each party agrees to indemnify the other party and such other party's officers, employees, directors, agents, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, loss, government fines, costs and expenses (including reasonable attorney's fees and litigation expenses) arising out of a claim, action or demand brought by a third party for a breach of any representation, warranty or covenant made by the indemnifying party in this Agreement (each a "Claim") upon the entry of a full and final judgment of such Claim against the indemnified party.

The indemnification obligations in this section are conditioned upon: (a) written notice by the indemnified party to the indemnifying party within 30 days of the indemnified party's receipt of any Claim for which indemnification is sought; (b) counsel for the indemnified party reasonably acceptable to the indemnifying party; (c) approval by the indemnifying party of any settlement of the Claim for which indemnification is sought; and (d) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. Notwithstanding anything to the contrary contained herein, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such Claim against the indemnified party.

11. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BRIGHTCOVE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO COMPANY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, NON-INFRINGEMENT, TITLE, SUITABILITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE OR THAT THE BRIGHTCOVE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE BRIGHTCOVE SERVICE IS PROVIDED ON AN “AS IS” BASIS ONLY. NO ADVICE OR INFORMATION OBTAINED BY COMPANY FROM BRIGHTCOVE SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. EXCLUSIONS/LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES (OR AMOUNTS) IN EXCESS OF THE TOTAL FEES PAID AND/OR PAYABLE FOR THE APPLICABLE ORDER FOR THE FULL INITIAL TERM OR RENEWAL TERM IN WHICH THE INCIDENT GIVING RISE TO THE CLAIM HEREUNDER AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PRECEDING SENTENCE, IF COMPANY IS USING THE BRIGHTCOVE SERVICE VIA A FREE ACCOUNT, COMPANY’S MAXIMUM LIABILITY TO BRIGHTCOVE IN CONNECTION WITH SUCH FREE ACCOUNT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE DAMAGES INCURRED BY BRIGHTCOVE.

13. Third-Party Services. Brightcove may, from time to time, inform its customers of third-party services that can be used in connection with the Brightcove Service. Company’s use of any third-party service in connection with the Brightcove Service, and any terms, conditions, representations and/or warranties associated with such use, are solely between Company and such third-party service provider. Brightcove makes no representation or warranty with regard to any such third-party service, even if such provider is certified by Brightcove or selected as a premier provider (or similar designation) by Brightcove, and Brightcove shall not be responsible to Company in any manner for any such third-party service. Brightcove does not, unless otherwise expressly set forth in writing, provide maintenance or support for third-party services.

14. Confidentiality. Each party agrees not to disclose the other party’s Confidential Information without the other party’s prior written consent. “Confidential Information” includes, without limitation: (a) all intellectual property; (b) financial and business information (including pricing); and (c) any other information designated in writing as “Confidential.” Confidential Information does not include (v) Content; (w) information that has become publicly known through no breach by Company or Brightcove of these confidentiality obligations; (x) information that is independently and lawfully developed or obtained without access to Confidential Information, as evidenced in writing; (y) information required to be disclosed by law; or (z) the fact that Company is a customer of Brightcove.

15. Identification Rights. Brightcove shall have the right to identify Company as a customer, and to use Company’s logo in Brightcove’s general marketing materials, and Company shall have the right to identify Brightcove as the provider of the Brightcove Service, and to use Brightcove’s logo in connection with Company’s use of the Brightcove Service.

16. Notices. All notices under this Agreement must be in writing and delivered either by hand, e-mail, certified mail (return receipt requested, postage pre-paid) or nationally recognized overnight delivery service (all delivery charges pre-paid) and addressed, if to Company, to the contact identified in Company’s most recent Order and, if to Brightcove, to Brightcove Inc., 290 Congress Street, Boston, MA 02210, attn: General Counsel or general_counsel@brightcove.com.

17. General. (a) Independent Contractors: Brightcove and Company are independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship; (b) Assignment: Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that each party may assign this Agreement without the other party’s prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

successors and assigns; (c) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and wholly to be performed therein; (d) Forum Selection: Any and all disputes arising out of or related to this Agreement or performance hereof shall be brought exclusively in the Federal or state courts in the Commonwealth of Massachusetts and the parties hereby waive any objection thereto; (e) Jury Trial Waiver: Company and Brightcove each waive any right to a jury trial in connection with any and all disputes arising out of or related to this Agreement; (f) Limitation on Claims: Notwithstanding any law providing a longer statute of limitations, any claim or cause of action arising out of or related to this Agreement and/or Company's use of the Brightcove Service must be filed within 1 year after such claim or cause of action arose, without regard to the date such claim or cause of action was discovered, or such claim or cause of action shall be forever barred; (g) Export Compliance: Each party shall comply with all applicable United States and international export control laws and regulations. Company specifically represents that (i) it is not located in any country or jurisdiction that is subject to U.S. economic sanctions, nor is it acting on behalf of the government of any such country and (ii) it is not identified on the U.S. Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals List, as amended from time to time, nor is it owned or controlled by any such entity; (h) Effect of Waivers: The waiver by either party of a breach or a default of any provision shall not be construed as a waiver of any succeeding breach of the same or any other provision; (i) Survival: All terms of this Agreement which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and apply to respective successors and assigns; (j) Counterparts; Delivery; Acceptance: This Agreement may be executed in counterparts, all of which are considered one and the same agreement, and becomes effective when one or more counterparts have been signed by each of the parties and delivered to the other party, or upon Company's submission of an online Order (whichever occurs first). Delivery by facsimile or e-mail and online acceptance are all as effective as physical delivery of an originally executed copy hereof; (k) Integration; Amendment: This Agreement, including any Orders entered into hereunder, constitutes the entire understanding of the parties hereto with respect to the matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter hereof and cannot be amended except by a writing signed by authorized representatives of both parties; (l) No Reliance: No party hereto has relied on any statement, representation or promise of any party or representative thereof except as expressly set forth in this Agreement; (m) Severability: If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision; (n) Government Entities: The Brightcove Service is licensed to the U.S. government or any entity acting on its behalf as a Commercial Item, as that term is defined at 48 C.F.R. §2.101, and licensed only with those rights as are granted to all other entities or individuals entering into an agreement to use the Brightcove Service; (o) Purchase Orders/Instruments: Any instruments, including purchase orders, work orders, acknowledgments and vendor registration forms not signed by both parties ("Instruments") shall not add to, supersede or modify, the terms of this Agreement and in the event any term of an Instrument purports to add to, supersede or modify any term of this Agreement, such term of the Instrument shall be void and without effect; and (p) Foreign Language Translation of Agreement: For Company's convenience only, Brightcove may provide Company with a non-English translation of this Agreement. Any such non-English language version of this Agreement is for reference purposes. Company acknowledges and agrees that the English language version of this Agreement shall, in all instances, govern the parties' relationship.

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(Last updated June 1, 2017)

DATA PROCESSING ADDENDUM (the "DPA") FOR BRIGHTCOVE CUSTOMERS

This DPA is by and between Brightcove Inc. ("Brightcove") and the entity or individual ("Company") identified in the Order executed by Brightcove and Company that references this DPA and describes certain data processing and transfer obligations of the parties. This DPA is subject to the Brightcove Master Service Agreement(s) ("Agreement") pursuant to which Brightcove may Process certain Personal Data on behalf of Company in connection with Company's use of Brightcove products and services ("Brightcove Service" or "Brightcove Services") and is incorporated therein by reference. In the event of any inconsistency between this DPA and the Agreement, or between this DPA and the Order, this DPA shall control.

1. **Definitions.** In this DPA, the following terms shall have the meanings set out below. Other capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

- 1.1 “**CCPA Consumer**” means a “consumer” as such term is defined in the CCPA.
- 1.2 “**CCPA Personal Information**” means the “personal information” (as defined in the CCPA) that Brightcove processes on behalf of Company in connection with the Brightcove’s provision of the Brightcove Services.
- 1.3 “**Controller**” means the party that determines the purposes and means of the Processing of Personal Data.
- 1.4 “**Data Protection Laws and Regulations**” means laws and regulations applicable to the Processing of Personal Data under the Agreement, including: (i) California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. (“**CCPA**”); and (ii) applicable laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom, including without limitation Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**General Data Protection Regulation**” or “**GDPR**”) and EU Directive 2002/58/EC on Privacy and Electronic Communications (“**e-Privacy Directive**”) or, the superseding Regulation on Privacy and Electronic Communications (“**e-Privacy Regulation**”), once effective.
- 1.5 “**Data Subject**” means an identified or identifiable natural person, as defined under Data Protection Laws and Regulations, who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.6 “**Personal Data**” means any information relating to a Data Subject that is Processed by Brightcove on behalf of Company pursuant to the terms of the Agreement, including “**personal data**” (as defined in the GDPR) and CCPA Personal Information.
- 1.7 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 1.8 “**Process,**” “**Processes,**” “**Processed**” or “**Processing**” means any operation or set of operations performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.9 “**Processor**” means the party which Processes Personal Data on behalf of the Controller.
- 1.10 “**Sell**” and “**Sale**” have the meaning given in the CCPA.
- 1.11 “**Subprocessor**” means any Processor engaged by Brightcove in the provision of Brightcove Services to Company, as further described in Section 2.4 of this DPA.

2. **Protection of Personal Data**

- 2.1 Relationship of Parties: For the purposes of the Agreement, Company is the Controller and appoints Brightcove as a Processor to Process Personal Data on behalf of Company in connection with Company’s use of Brightcove Services pursuant to the Agreement. The Processor and Controller shall each comply with their respective obligations applicable to it

under the Data Protection Laws and Regulations and this DPA.

For the purposes of the CCPA, the Parties acknowledge and agree that Brightcove will act as a “Service Provider” as such term is defined in the CCPA, in its performance of its obligations pursuant to the Agreement.

- 2.2 Purpose Limitation: Brightcove shall Process Personal Data in order to perform Brightcove’s obligations, or as otherwise permitted, under the Agreement as a Processor, in compliance with the applicable Data Protection Laws and Regulations. The purposes of Processing are as described in the Agreement, including Schedule A to this DPA, and any other exhibits, statements of work or addenda attached to or otherwise incorporated into the Agreement (the “**Permitted Purpose**”).

Brightcove shall not retain, use or disclose CCPA Personal Information for any purpose other than for the specific purpose of providing the Brightcove Services, or as otherwise permitted by the CCPA. Brightcove acknowledges and agrees that it shall not retain, use or disclose CCPA Personal Information for a commercial purpose other than for the Permitted Purpose.

- 2.3 Cross-Border Transfers: If Personal Data is transferred under the Agreement from the European Economic Area or Switzerland by Company as Controller to Brightcove as Processor, or otherwise by Brightcove as Processor, to a jurisdiction which the European Commission or, where relevant, the Swiss Federal Data Protection and Information Commissioner, has determined does not ensure an adequate level of protection of Personal Data, then Brightcove will subscribe to an appropriate legal instrument for such transfer (such as the EU-U.S. Privacy Shield Framework) or take such other measures as may be required under applicable Data Protection Laws and Regulations.

2.4 Subprocessing:

2.4.1 Company acknowledges and agrees that Brightcove may engage Subprocessors in connection with the provision of Brightcove Services. A list of approved Subprocessors as of the Effective Date of this DPA is located at <https://www.brightcove.com/en/legal/services-subprocessors> (the “**Subprocessor List**”). Company may subscribe to receive update alerts when changes are made to the Subprocessor List.

2.4.2 Brightcove will enter into a written agreement with each Subprocessor containing data protection obligations no less protective than those in this DPA or as may otherwise be required by applicable Data Protection Laws and Regulations. Brightcove shall remain liable for any failure by a Subprocessor to fulfill its obligations in relation to Processing Personal Data.

2.4.3 Brightcove will inform Company of any new Subprocessor engaged during the term of the Agreement by updating the Subprocessor List. If Company reasonably believes that the appointment of a new Subprocessor will have a material adverse effect on Brightcove’s ability to comply with applicable Data Protection Laws and Regulations as a Processor, then Company must notify Brightcove in writing, within 30 days following the update to the Subprocessor List, of its reasonable basis for such belief. Upon receipt of Company’s written notice, Company and Brightcove will work together without unreasonable delay on an alternative arrangement. If a mutually-agreed alternative arrangement is not found, and Company has a termination right under applicable Data Protection Laws and Regulations, then those Brightcove Services that cannot be provided without the use of the new Subprocessor may be terminated by Company without penalty.

2.5 Notices and Consents:

2.5.1 General: Company shall comply with all applicable Data Protection Laws and Regulations, including: (a) providing all required notices and appropriate disclosures to all Data Subjects regarding Company's, and Brightcove's, Processing and transfer of Personal Data; and (b) obtaining all necessary rights and valid consents from Data Subjects (including Data Subjects within Company's Content) to permit Processing by Brightcove for the purposes of fulfilling Brightcove's obligations, or as otherwise permitted, under the Agreement.

2.5.2 Children; Sensitive Data: Company is responsible for compliance with all applicable Data Protection Laws and Regulations regarding its Content, including without limitation those that regulate content directed toward children (as defined under applicable Data Protection Laws and Regulations; for example, under 13 years old in the United States or under 16 years old in certain other countries). Company's use of Brightcove Services in connection with the distribution of Content and/or Processing of sensitive Personal Data of a Data Subject (such as racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or an individual's genetic data, biometric data, health data, or data regarding sex life or sexual orientation) must be in compliance with all applicable Data Protection Laws and Regulations, including obtaining any explicit consent from Data Subjects whose Personal Data is provided to Brightcove for Processing.

3. Cooperation and Data Subjects' Rights

3.1 Brightcove will provide reasonable and timely assistance, at Company's request, to enable Company to respond to: (a) a request from a Data Subject to exercise any rights under applicable Data Protection Laws and Regulations (including rights of access, correction, objection, erasure and data portability, as applicable); and (b) any other correspondence, inquiry or complaint received from a Data Subject, regulator or other third party in connection with Processing of Personal Data. If a Data Subject contacts Brightcove directly to request access to, or correction or deletion of, Personal Data in connection with services provided to Company by Brightcove, Brightcove will promptly notify Company of the request.

3.2 No Sale of CCPA Personal Information:

Brightcove shall not Sell any CCPA Personal Information to another business or third party without the prior written consent of Company.

4. Investigations and Audits

4.1 Regulatory Audit. Brightcove shall reasonably assist and support Company in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to Brightcove's Processing of Personal Data.

4.2 Company Audit. Upon at least 30 days' advance written request by Company, at mutually agreed times and subject to Brightcove's reasonable audit guidelines, Brightcove shall provide to Company, its authorized representatives and/or independent inspection body designated by Company: (a) reasonable access to records of Brightcove's Processing of Personal Data; and (b) reasonable assistance and cooperation of Brightcove's relevant staff for the purpose of auditing Brightcove's compliance with its obligations under this DPA. Brightcove reserves the right to restrict access to its proprietary information, including but not limited to its network architecture, internal and external test procedures, test results and remediation plans. Company will use best efforts to minimize disruption to Brightcove Services and Brightcove's business operations. Company further agrees that: (W) personnel (or designated third parties) performing said audits will be bound by the confidentiality obligations set forth in the Agreement; (X) all findings will be deemed Brightcove's Confidential Information; (Y) Company will share all findings with Brightcove; and (Z) Brightcove will classify and remediate all findings in accordance with Brightcove's

risk management program.

Company is limited to one audit in any 12-month period, except (i) if and as required by a competent data protection authority; or (ii) Company believes a further audit is necessary as a result of a Personal Data Breach relating to Brightcove Services.

- 4.3 Data Protection Impact Assessment. Brightcove shall, upon Company's written request, provide Company with reasonable cooperation and assistance to fulfill Company's obligations under applicable Data Protection Laws and Regulations to carry out a data protection impact assessment related to Company's use of Brightcove Services and, if necessary, consult with Company's relevant Supervisory Authority.

5. **Notice of Non-Compliance**

- 5.1 If required by applicable Data Protection Laws and Regulations, in the event that Brightcove is unable to comply with its obligations in this DPA, Brightcove shall promptly notify Company, and if Brightcove is unable to take reasonable and appropriate steps to remediate the non-compliance within a mutually-agreed upon timeframe, Company may take any one or more of the following actions: (a) suspend the transfer of Personal Data to Brightcove; (b) require Brightcove to cease Processing Personal Data to the extent technically possible; (c) demand the return or destruction of Personal Data; and/or (d) terminate this DPA in accordance with the Agreement.

6. **Data Security**

- 6.1 Brightcove will ensure that all personnel with access to Personal Data are subject to written obligations of confidentiality and that Personal Data is Processed only for the Permitted Purpose.
- 6.2 Security Measures. Brightcove's technical and organizational security measures to protect Personal Data shall be as set forth in the Agreement, this DPA, and/or in any orders or statements of work issued pursuant to the Agreement. Such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons. At a minimum, such measures shall include those identified in Schedule B to this DPA.
- 6.3 Breach Notification. If Brightcove becomes aware of a Personal Data Breach involving Brightcove Services, Brightcove shall: (a) promptly, and without undue delay following Brightcove's discovery thereof, notify Company of such Personal Data Breach; (b) investigate, remediate and mitigate the effects of the Personal Data Breach; (c) reasonably cooperate with Company's investigation of the Personal Data Breach to the extent that such cooperation does not compromise Brightcove's security; (d) take any additional actions and provide any additional cooperation to Company as may reasonably be required under applicable Data Protection Laws and Regulations ; and (e) upon resolution, provide Company with a written incident report describing the breach, actions taken during the response and plans for future actions to prevent a similar breach from occurring in the future.

7. **Deletion or Return of Personal Data**

- 7.1 Upon termination or expiration of the Agreement or at any time at Company's written request, Brightcove shall: return to Company or destroy all Personal Data, except as otherwise permitted by applicable Data Protection Laws and Regulations.

8. **Miscellaneous**

- 8.1 This DPA is effective as of the Effective Date and will terminate automatically when the

Agreement terminates or expires, without further action required by either party. Provisions of this DPA that by their nature and on their face should survive, will survive any such termination or expiration.

- 8.2 This DPA shall be governed by and construed in accordance with the governing law set forth in the Agreement, except where otherwise required by applicable Data Protection Laws and Regulations.

Schedule A Data Processing Description

This Schedule A forms part of this DPA and describes the Processing of Personal Data that Brightcove will perform on behalf of Company.

1. Controller

Controller (Company) uploads Content to Brightcove Services, directs distribution of Content via the U/I, elects to collect Viewer data, which may include personal data if using certain Brightcove Services.

2. Processor

Processor (Brightcove) is a provider of cloud solutions for transcoding, hosting and delivering video to internet-connected devices. Brightcove Services includes analytics and other usage data relating to Company's use of Brightcove Services.

3. Data subjects

The Personal Data to be Processed concerns the following categories of Data Subjects:

- Business information (such as email addresses) of Company's employees who use Brightcove Services ("**Users**").
- End users who view Company's Content ("**Viewers**") via Brightcove Services.
- Natural persons whose images (or other Personal Data) are included in Company's video Content.

4. Categories of data

The Personal Data to be Processed include the following categories of data (some or all of which may not be considered Personal Data under applicable Data Protection Laws and Regulations):

- Viewers: userID, IP addresses, location data, names, email, address, title, industry, login credentials, device ID.
- Users: Names, phone numbers, email and login credentials.
- Images of natural persons included in video Content.

5. Special categories of data (if appropriate)

The Personal Data to be Processed concern the following special categories of data:

- None, unless Company contacts Brightcove at gdpr@brightcove.com to request a change to this section and the parties agree in writing to the special categories of data to be Processed.

6. Processing operations

The Personal Data will be subject to the following basic Processing activities:

- Video Content will be transcoded, hosted, transferred and distributed by Brightcove Services in accordance with Company's selections via the U/I or the Brightcove Service's APIs.
- Name, email, address, title, industry and/or other Personal Data of Viewers may be collected at Company's request if Company is using certain Brightcove Services such as Audience.
- IP addresses and geolocation data is collected to operate Brightcove Services and provide

- Company with video viewing analytics.
- User login credentials and contact information will be used to authenticate User access and to provide Brightcove Services and support to Company.

Schedule B Minimum Security Measures

Brightcove shall use commercially reasonable efforts to implement appropriate network security and encryption technologies, including but not limited to the following technologies or any technologies that provide comparable or enhanced protections:

1. IT Network Security. Brightcove maintains appropriate IT network segmentation, including but not limited to, firewalls, to segregate its internal networks from the internet, and maintains intrusion detection, monitoring, and logging systems to detect and respond to attacks.
2. Application Security. To the extent that Brightcove develops applications or application code on behalf of Company, Brightcove conducts security testing to ensure that the application or application code is secure against the vulnerabilities described in (i) the version of the OWASP Top Ten List available as of the Effective Date, and (ii) any changes to the OWASP Top Ten List after the Effective Date (within a reasonable time after such changes are initially published). The term "OWASP Top Ten List" shall mean the Open Web Application Security Project's Top Ten list (available at https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project).
3. Vulnerability and Patch Management. Following receipt of any update release from the manufacturer, Brightcove will apply manufacturer-recommended security updates to all systems, devices, or applications Processing Personal Data within a reasonable period of time, taking into account the nature and severity of the risk. Brightcove will install, within a reasonable period of time following Brightcove's receipt from the manufacturer, any software patches designated by manufacturers, vendors, or Brightcove as "critical". Brightcove conducts regular vulnerability scans and penetration tests of any network storing or processing Personal Data and remediates any identified critical vulnerability in accordance with Brightcove's defined remediation schedule.
4. Access Controls.
 - a. Access Management. Only those Brightcove personnel that reasonably need access to Personal Data to perform the services described in the Agreement or to deliver Brightcove Services are granted such access. If Brightcove personnel no longer need access to Personal Data, whether because of termination or re-assignment, then access privileges are promptly disabled.
 - b. Usernames and Passwords. Accounts used to access systems, software, equipment, or networks must comply with Brightcove's complex password requirements ("Password Policy") and such Password Policy is automatically enforced by Brightcove's operating system.
 - c. Multi-Factor Authentication. Brightcove shall have in place multi-factor authentication for its employees to access Personal Data. For the purposes of this requirement, the implementation and use of appropriate and commercially-reasonable identity verification systems and physical access controls that limit access to systems containing Personal Data may be considered a "factor".
 - d. Training. Brightcove personnel that may have access to Personal Data are required to undergo regular training on commercial best practices for data security.
5. Data Transmission. Personal Data is encrypted when transmitted over networks other than those administered by Company or Brightcove. External data transmissions are protected

using TLS, current-generation cipher suites and SSL certificates as follows:

- a. Client communications are secured with server-priority based TLS. Backend communications are secured with either TLS for service-to-service communications, AES-based encryption for backend file transfer over SSH or AES/HMAC-based VPN tunnels for inter-datacenter communication; and
- b. All SSL certificates are created and updated with 2048-bit key length and SHA-256.

6. Auditing and Testing.

- a. Brightcove maintains information system audit records to enable the monitoring, analysis, investigation and reporting of unlawful, unauthorized or inappropriate information system activity.
- b. Brightcove's security policies, standards and procedures are designed to monitor and protect the Brightcove Service. Such policies, standards and procedures are reviewed at least annually and updated as necessary.
- c. A third party conducts network, system and application vulnerability scanning, and penetration testing, on at least an annual basis, to evaluate the implementation of Brightcove's information security measures. Brightcove conducts regularly-scheduled internal vulnerability scans against its business and production operations networks.
- d. Brightcove's physical Data centers and cloud storage providers must provide Brightcove annual SOC 2 or industry equivalent reports attesting to data center controls.

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