

## BRIGHTCOVE TECHNOLOGY PARTNER AGREEMENT

This Brightcove Technology Partner Agreement (“Agreement”) is by and between Brightcove Inc. (“Brightcove”) and the entity or individual identified in the Technology Partner field when submitting the Brightcove Marketplace registration form and agreeing to this Agreement (“Technology Partner”, or “Prospective Technology Partner” prior to acceptance). This Agreement governs the parties’ relationship (the “Partnership”) under which Technology Partner shall, upon Brightcove’s acceptance, be a member of the Brightcove Technology Partner Program (“Partner Program”), and build and maintain an integration (the “Integration”) between Brightcove’s products and/or services (the “Brightcove Service”) and Technology Partner’s products and/or services. If you 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. **Acceptance.** Once Prospective Technology Partner submits an application to register and join the Partner Program, Brightcove will review the application and notify the Prospective Technology Partner if it has been accepted into the Partner Program. Brightcove may reach out to Prospective Technology Partner regarding their application prior to making its determination. If Brightcove does not provide confirmation of acceptance to Prospective Technology Partner within 60 days of receiving an application, then Prospective Technology Partner’s application is deemed rejected.

2. **Partner Program Guide.** Partner Program benefits, policies, procedures, and requirements are set forth at: <https://marketplace.brightcove.com/pages/marketplace-program-guide> (“Program Guide”). Brightcove may update the Program Guide from time to time, without notice to the Technology Partner.

3. **Technology Partner Obligations.** Technology Partner agrees to: (a) develop and actively maintain the Integration for Brightcove customers; (b) provide support (including, where appropriate, support documentation) to joint customers with respect to the Technology Partner’s products and/or services, including the Integration; (c) make reasonable efforts to investigate and determine issue(s) relating to its products and/or services (including the Integration), to the extent a joint customer reports an issue to Technology Partner; (d) notify Brightcove within 24 hours of any issues with respect to Technology Partner’s products and/or services that are impacting the Integration; (e) comply with all policies, procedures, and requirements set forth in the Program Guide; (f) not misrepresent Technology Partner’s relationship with Brightcove and/or the Integration; and (f) comply with all applicable laws and regulations in the performance of its obligations and the provision of Technology Partner’s products and/or services under this Agreement.

4. **Access to the Brightcove Service.** Brightcove may provide Technology Partner with free access to the Brightcove Service (“Sandbox Account”), through which Technology Partner may access and use the Brightcove Service solely for integration development, testing and ongoing maintenance and to demonstrate the features and functionality of the Integration to prospects and customers (i.e., not for Technology Partner’s own commercial purposes). The terms and conditions governing Technology Partner’s use of the Brightcove Service via the Sandbox Account are found via <http://accounts.brightcove.com/getterms.cfm>. In the event that Technology Partner’s use of the Brightcove Service exceeds reasonable limits determined by Brightcove or other restrictions imposed on Technology Partner’s use of the Brightcove Service hereunder, Brightcove may terminate Technology Partner’s access to the Brightcove Service immediately and without notice. Technology Partner may provide Brightcove with free access to its products and/or services, and documentation to enable Brightcove to test interoperability of the Integration with the Brightcove Service. Brightcove’s use of Technology Partner’s products and/or services is subject to such terms and conditions as Technology Partner may specify in writing.

5. **Integration.** Each party will provide technical documentation with regard to, in the case of Brightcove, the Brightcove Service and, in the case of Technology Partner, its products, services and the Integration, as applicable. Each party is and remains solely responsible for maintaining and supporting its own products and/or services. The parties will work together in good faith to ensure availability of a functioning Integration. Each party will provide the other with prompt written notice of any changes that could affect the Integration. Any critical issue affecting the Integration will be resolved by the parties expeditiously according to an agreed upon timeframe. Once the Integration is made publicly available to joint customers, Technology Partner will provide Brightcove and joint customers using the Integration at least 90 days written notice before Technology Partner ceases offering or supporting the Integration.

6. **Brightcove Marketplace.** Subject to Technology Partner’s compliance with this Agreement, Brightcove will provide Technology Partner access to the Brightcove Technology Partner Marketplace (“Brightcove Marketplace”) to allow Technology Partner to provide access to, and make available, the Integration, along with information regarding its products and/or services. Technology Partner’s use of the Brightcove Marketplace is subject to the terms found here: <https://marketplace.brightcove.com/pages/technology-partner-agreement>.

7. **Ownership.** This Agreement shall not convey to a party any ownership right, interest or title in or to the other party's IP. Each party shall remain the sole owner of its IP and any component of the Integration that incorporates its IP. A party's "IP" is and includes its intellectual property, source code created by such party for the Integration, products, services, source design files and any software, code, development tools, applications and associated interfaces, concepts, techniques, methods, processes, routines, materials, guidelines and documentation, as well as any and all derivatives and modifications thereof.

8. **Marketing Materials.** Brightcove and Technology Partner may provide each other with marketing and promotional materials (collectively, "**Marketing Materials**") to be used in connection with this Agreement. Each party may engage in joint promotion of the Integration and the Partnership. Use of any Marketing Materials is subject to such terms and conditions as the other party may specify in writing. Except for the limited license provided herein, each party reserves all rights to its own Marketing Materials, including, without limitation, all rights under copyright and trademark law.

9. **License to Marks.** Each party grants to the other a non-exclusive, non-transferable (except in connection with the assignment of this Agreement as expressly permitted herein), royalty-free license to use its name, logo and other relevant trademarks and/or service marks ("**Marks**") to perform general marketing and promotional tasks in furtherance of each parties obligations under this Agreement, including but not limited to, naming the other party as a Partner on its website and in its marketing materials and listing the Integration within the Brightcove Marketplace alongside Technology Partner's Marks. Use of each party's Marks shall conform to any trademark usage guidelines and requirements provided in writing by the owner of such Mark. All use of a Mark and any resulting goodwill shall accrue solely to the benefit of the owner of such Mark. Technology Partner shall not use any Brightcove Mark in a manner that would misrepresent the relationship of the parties. No rights or permissions regarding Marks are granted other than the license expressly granted herein. Brightcove's usage guidelines can be found at: <https://files.brightcove.com/legal/en/bc-brand-guidelines.pdf>

10. **Restrictions.** Neither party (a) is authorized to assume or create any obligation or responsibility binding upon the other party, including, without limitation, any representations, warranties, covenants or promises of any kind to any party with respect to the other party's products and/or services; (b) will use or exploit the other party's products and/or services except as may be expressly permitted in this Agreement and (c) will use the other party's Confidential Information to design or create competing products and/or services or any derivative of the Brightcove Service.

11. **Confidentiality.** Either party may disclose or make available to the other party certain non-public information ("**Confidential Information**"). Each party agrees that: (a) it will use Confidential Information of the other party solely for the purposes of this Agreement; and (b) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the other party to any third party (other than its employees and/or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining such other party's written consent. Upon request, a party will return or destroy all copies of the other party's Confidential Information. Each party will be responsible for any breach of this section by its employees and/or agents.

12. **Term and Termination.** The effective date of this Agreement ("**Effective Date**") shall be the date the Technology Partner accepts the Agreement through the Brightcove Marketplace. This Agreement shall remain in effect until terminated by either Brightcove or Technology Partner. Brightcove may terminate this Agreement for convenience by providing Technology Partner five (5) days written notice. Technology Partner may terminate this Agreement by providing ninety (90) days' written notice to Brightcove. In the case where Technology Partner terminates, Technology Partner agrees to support joint customers with respect to the Integration for a period of ninety (90) days following the effective date of termination, unless notified otherwise by Brightcove in writing. Notwithstanding the foregoing, in the event of a material breach of this Agreement by Technology Partner, Brightcove may terminate this Agreement immediately and without notice. Upon termination of this Agreement, all licenses, rights, and access granted under this Agreement shall automatically terminate.

13. **Mutual Referral Program.**

a. **Referral Program.** By joining the Partner Program, each party agrees to refer ("**Referral Party**") prospective customers to the other party hereto ("**Referral Recipient**") and receive a Referral Fee for an Accepted Referral, in accordance with this Section 13.

b. **Referral to Brightcove.** In order to submit a referral for Brightcove's consideration (a "**Referral Request**"), Technology Partner shall send an email to Brightcove at [marketplaceinfo@brightcove.com](mailto:marketplaceinfo@brightcove.com) that includes the referrals full name, email address, phone number and company name. Brightcove may change the procedure for making referrals on 30 days' written notice to Technology Partner and amending this Agreement.

c. **Referral to Technology Partner.** Brightcove will submit referrals to Technology Partner in two ways, Brightcove will: (i) send an email to the Technology Partner contacts provided to Brightcove during the Brightcove Marketplace account registration process; or (ii) provide the referral's information to the Technology Partner via the Brightcove Marketplace platform ((i) and (ii) each and collectively referred to as a "**Referral Request**"). For each

referral to Technology Partner through the Brightcove Marketplace platform, Technology Partner must routinely update the status of the referral through the Brightcove Marketplace user interface.

d. **Referral Acceptance.** Referral Recipient shall have sole and absolute discretion whether to accept a Referral Request. Referral Recipient may accept the Referral Request in writing or, if it does not reject a Referral Request within 30 days of receipt of the Referral Request, the Referral Request shall be deemed accepted (an “**Accepted Referral**”). In the case of Technology Partner, Technology Partner must accept or reject referrals from Brightcove through the Brightcove Marketplace user interface.

e. **Referral Fee.** To be eligible for a Referral Fee (as defined in this subsection) for an Accepted Referral, the Accepted Referral must result in a signed services agreement between the Accepted Referral and the Referral Recipient, for such Referral Recipient’s products and/or services (in the case of Brightcove, the Brightcove Service), within one (1) year from the date of the Accepted Referral (the “**Referral Period**”), unless such Referral Period is otherwise extended in writing by the parties. For the avoidance of doubt, the Referral Recipient shall have sole and absolute discretion whether to execute a services agreement with an Accepted Referral. Referring Party shall only be entitled to the Referral Fee (i) during the time the Accepted Referral remains a customer with the Referred Party, (ii) the Accepted Referral is in compliance with the Referral Recipient’s services agreement, including all payment terms therein, and (iii) the Referring Party is in compliance with this Agreement. For the purposes of this Section 13, “**Referral Fee**” means: (A) for Brightcove, a referral fee of 15% of the fee that an Accepted Referral pays to Technology Partner for the first contract year of such Accepted Referral’s agreement with Technology Partner for the Technology Partner’s products and/or services; and (B) for Technology Partner, 15% of the platform license fee that an Accepted Referral pays to Brightcove for the first contract year of such Accepted Referral’s agreement with Brightcove for the Brightcove Service.

f. **Payment.** The Referring Party must submit a written request (if to Brightcove at partnersap@brightcove.com; if to Technology Partner, the Technology Partner business contacts provided during the Brightcove Marketplace registration process) for payment of any Referral Fee within 90 days from the date the Referring Party is eligible for a Referral Fee (the “**Referral Payment Request**”). Neither party shall have an obligation to pay the Referral Fee if a Referral Payment Request is received after the 90 day period. Provided that all terms and conditions have been met under this Agreement, including that the Referral Recipient has received payment from the Accepted Referral for the services (pursuant to their services agreement), payment of the Referral Fee to the Referring Party shall be made on a quarterly basis approximately 60 days after the end of the fiscal quarter during which Brightcove or Technology Partner receives Referral Payment Request (as applicable). Payments will be made in the same currency in which Brightcove or Technology Partner invoices the applicable customer. Payments may be made via ACH or wire.

14. **Representations and Warranties.** Technology Partner 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) Technology Partner’s products and services, and the Integration, and its use with the Brightcove Service, directly or indirectly, does not, and shall not, infringe, violate or misappropriate any third party’s rights.

15. **Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, EITHER EXPRESS OR IMPLIED, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE AND EACH PARTY’S PRODUCTS AND/OR SERVICES, INCLUDING THE BRIGHTCOVE SERVICE AND THE BRIGHTCOVE MARKETPLACE, ARE PROVIDED ON AN “AS IS” BASIS ONLY.

16. **Indemnification.** Technology Partner agrees to defend, indemnify, and hold harmless Brightcove and its affiliates and their respective officers, employees, directors, agents, affiliates, subsidiaries, successors and assigns from and against any and all damages, loss, government fines, costs and expenses (including reasonable attorney’s fees and litigation expenses) arising out or related to any claim, action or demand brought by a third party due to a statement, action or omission by Technology Partner or for a breach of any representation, warranty or covenant made by Technology Partner in this Agreement (each a “**Claim**”). Brightcove may participate in the defense of any Claim at Brightcove’s own expense. Notwithstanding anything to the contrary contained herein, Technology Partner shall not, without the prior written consent of Brightcove, 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.

17. **Limitation of Liability.** To the maximum extent permitted by law, in no event will either party be liable to the other for any incidental, consequential, or other indirect loss or damage, including lost profits. Except for Technology Partner’s indemnification (Section 16) obligations in this Agreement, each party’s entire liability for any and all claims, losses, damages, or expenses from any cause whatsoever shall be limited to direct, proven damages in an amount not to exceed ten thousand dollars

(\$10,000.00) in the aggregate for all such claims. For the avoidance of doubt, neither party shall be liable to the other party hereto for any failure of such party to fulfill its obligations under any agreement between such party and its customers, including any support or service level agreements related thereto. The limitations in this section shall not apply to liability arising against Brightcove due to Technology Party's gross negligence, willful misconduct or fraud.

**18. General.** (a) Independent Contractors: Brightcove and Technology Partner are independent contractors under this Agreement and nothing herein shall be construed to create a 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, provided that such assignment and/or change of control, is not to a competitor, and in such permitted assignment event, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. "Competitor" means ; (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 Boston, Massachusetts and the parties hereby waive any objection thereto; (e) Notices: All notices under this Agreement must be in writing and e-mailed to the other party, and addressed, if to Technology Partner, to the contact provided by Technology Partner to Brightcove during registration, and if to Brightcove, to [general\\_counsel@brightcove.com](mailto:general_counsel@brightcove.com); (f) 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 future breach of the same or any other provision; (g) 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; (h) Acceptance: This Agreement becomes effective upon Brightcove's confirmation that Technology Partner has been accepted into the Partner Program. Online acceptance is as effective as physical delivery of an originally executed copy hereof; (i) Integration: This Agreement constitutes the entire understanding of the parties hereto with respect to the matters contemplated hereby and supersedes all previous agreements between the parties concerning the subject matter hereof; (j) Superseding Prior Agreement: If Technology Partner has an existing agreement with Brightcove solely regarding the development of an Integration, upon Technology Partner's acceptance into the Partner Program, this Agreement will terminate, supersede, and replace, in its entirety, such prior technology partner agreement and understanding, whether oral or written; (k) Amendment: Brightcove may amend this Agreement from time to time by providing notice to Technology Partner. The amended Agreement will be available at: <https://marketplace.brightcove.com/pages/technology-partner-agreement>. The amended Agreement will be effective thirty (30) days after notice has been provided to Technology Partner. When this Agreement is amended, the "Version Number" and "Last Modified" date below will be updated accordingly. If Technology Partner does not agree to the modified Agreement, Technology Partner may terminate this Agreement as set forth in Section 12; (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 agreed-upon 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) Exclusivity: This Agreement shall be non-exclusive in all respects.

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