



## BRIGHTCOVE ARTIFICIAL INTELLIGENCE SUPPLEMENTAL TERMS

These Brightcove Artificial Intelligence Supplemental Terms form part of Brightcove's Service Agreement and govern Company's use of Brightcove's AI Features (as defined below).

**1. Use of AI Features.** From time to time, Brightcove may make available certain products, features, functionality or services that allow Company to use artificial intelligence, machine learning, or similar technologies within the Brightcove Service (collectively, "AI Features"). Please visit our [Privacy Policies](#) for more information on how the AI Features may use your data. In connection with Company's use of AI Features, Company may provide input or upload text, images, and other data to be processed by AI Features ("Input"), and receive output generated and returned by the AI Features based on the Input ("Output"). Input and Output are Company's Content. Company may not submit and will not be asked to submit any Input that contains sensitive Personal Data.

Annex A attached hereto is a list of Brightcove's current AI Features.

**2. Risks and Limitations.** Company acknowledges and agrees that: (i) Outputs may not be unique, and it is possible that AI Features may generate the same or similar Outputs for other users; (ii) Outputs may be inaccurate, unreliable, inappropriate, infringing, offensive, or otherwise unsuitable and (iii) use of AI Features may affect Company's ability to obtain or enforce any intellectual property rights in or to the Output.

**3. Company Responsibilities.** Company acknowledges and agrees that Company is solely responsible for: (a) vetting and evaluating the accuracy, appropriateness, legality, and suitability for Company's use of any Output before using it, including evaluating whether such use will infringe upon or violate the rights of others; (b) Company's compliance with applicable laws or regulations requiring notification of the use of artificial intelligence to generate Output; and (c) developing Company's own internal policies regarding the appropriate use of Brightcove's AI Features and training its users on such policies. Company assumes all risk associated with Company's use of the AI Features and its resulting Output and Brightcove will have no liability for any such use.

**4. Title.** As between the parties, Brightcove owns all rights, title, and interest in and to the AI Features. Company covenants that it will not use the AI Features or the resulting Output in a manner that may infringe upon or violate the rights of any third party or violate any applicable laws, rules, regulations, or the Service Agreement.

**5. Disclaimer.** COMPANY ACKNOWLEDGES AND AGREES THAT EACH OUTPUT IS PROVIDED "AS-IS" AND OBTAINED AT COMPANY'S SOLE RISK. COMPANY SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. NO INFORMATION OR ADVICE, WHETHER WRITTEN OR ORAL, OBTAINED BY COMPANY FROM AI FEATURES OR THROUGH THE AI FEATURES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**6. Third-Party Providers.** Company's use of the AI Features may involve access to Company's Inputs and Outputs by third-party providers. Where applicable, Brightcove has configured its third party providers services not to use Company's Inputs or Outputs to train that third-party providers' artificial intelligence models.

**7. Other Terms.** Notwithstanding anything to the contrary, AI Features will not be included in the calculation of Downtime. All other terms set forth in Brightcove's Service Agreement (including Section 5 (Company's Obligations)) govern Company's use of AI Features. Brightcove may update these Artificial Intelligence Supplemental Terms (including Annex A) from time to time.

## Annex A

AI Feature	Content Used/Generated	Model Provider	Storage Location	Retention and Additional Information
Metadata Optimizer	<b>Uses:</b> Content <b>Generates:</b> Metadata Tags	Model 1 – Anthropic Claude 3 Sonnet Model 2 – Anthropic Claude 3 Haiku Model 3 – Google Gemini Pro 1.0	United States	Same as Company Content
Engagement Maximizer	<b>Uses:</b> Viewer ID, IP Address, Device Information, Content, Content Metadata and Audience Insights Data. <b>Generates:</b> Recommendations based on input factors	Amazon Personalize	United States	Same as Company Content, Audience Insights, and Viewer Related Inputs