



ARTIFICIAL INTELLIGENCE SERVICES ADDENDUM

This Artificial Intelligence Services Addendum ("AI Addendum") is entered into between Panopto and Customer pursuant to the Technology Services Agreement or similar written agreement between the parties (the "Agreement"). By executing an Order Form under the Agreement that references this AI Addendum, issuing a purchase order for any AI Services (as defined below), or otherwise utilizing any of AI Services, Customer agrees to be bound by this AI Addendum, which is incorporated into the Agreement by reference. Capitalized terms used but not defined have the meanings given in the Agreement.

1. AI Services

- 1.1. Description. If requested by Customer and accepted by Panopto, Panopto will provide one or more of the following artificial intelligence services as part of the Technology Services (the "AI Services"): (a) computer-generated video, speech, and translation services ("Access AI"); (b) avatars or other customized content creation ("Elai"); (c) enhanced Customer Content search capabilities using natural language querying and providing synthesized answers ("AI Search"); (d) AI-powered tool to create study guides, tutoring, quizzes, flashcards, and more from Customer Content ("Folio") and/or (c) other related artificial intelligence services.
- 1.2. Pricing. Customers obtain access to AI Services by purchasing a license for a number of minutes, credits, named user accounts, or other pricing methodology, as specified in an Order Form for the relevant AI Services. Any additional details regarding the applicable pricing and limitations will be provided in an Order Form. Pricing for AI Services will be the then-current pricing as of the date Customer or an Authorized User orders them. If at any point Customer exceeds the permitted number of minutes, credits, or users, as the case may be, included in the applicable Order Form, Customer will be invoiced for additional bundles as set forth in the Order Form.

2. Customer Acknowledgements, Representation and Warranties

- 2.1. Customer Content Acknowledgements. Customer consents to Panopto processing, accessing, and viewing Customer Content to perform the AI Services when requested by Customer. Panopto will maintain the confidentiality of Customer Content and will be bound by the confidentiality obligations set forth in the Agreement.
- 2.2. Customer Representations and Warranties. Customer represents and warrants that it will use AI Services in accordance with the Agreement and in compliance with all applicable laws and regulations (including without limitation the EU AI Act), and that it will not use, and will not allow Authorized Users to use, AI Services to (a) submit materials protected by Intellectual Property Rights unless Customer is permitted to provide such materials, or (b) upload, post, email, transmit, or otherwise make available any Customer Content that is fraudulent, false, misleading, deceptive, obscene, unlawful, defamatory, libelous, inflammatory, abusive, harassing, threatening, hateful, pornographic, indecent, or offensive, encourages conduct that would be considered a criminal offense, violate any law, or give rise to civil liability, or is otherwise inappropriate. Customer will defend, indemnify, and hold harmless Panopto, its Affiliates, and their respective successors, directors, officers, employees, contractors, and agents from and against all Claims to the extent such Claims arise out of or relate to breach of this Section 2.2 by Customer or Authorized Users.

3. Panopto Disclaimer and Warranties

- 3.1. Disclaimer. The avatars, captions, translations, search results, summaries, study guides, tutoring, quizzes, flashcards and other materials resulting from the AI Services may contain unavoidable inaccuracies due to poor audio quality or unusual slang, regional dialects, or obscure names contained within Customer Content, as well as incorrect language translations or other unexpected or inaccurate outputs. Captions may not synchronize properly due to several reasons, including background noise or music. Customer and Authorized Users should use their own judgment when using any materials resulting from the use of the AI Services.

- 3.2. No Warranties. THE AI SERVICES ARE PROVIDED AS IS, AND PANOPTO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, OR COURSE OF PERFORMANCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PANOPTO DOES NOT WARRANT THAT THE AI SERVICES WILL BE FREE FROM ERRORS OR COMPLETELY ACCURATE. PANOPTO'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, RESULTING FROM ANY REPORTED INACCURACY OR ERROR IN THE AI SERVICES WILL BE FOR PANOPTO, AT NO CHARGE TO CUSTOMER, TO USE COMMERCIALY REASONABLE EFFORT TO CORRECT THE INACCURACY OR ERROR.