



## Acceptable Use Policy

Last Updated: November 1, 2021

### I. Introduction

This Acceptable Use Policy ("AUP") governs your access and use of any Panopto products, software, platforms, and services (the "Panopto Services"). An organization or other third party, which is Panopto's "Customer," has entered into a written agreement with Panopto for the Panopto Services (the "Contract") and has given you access to use the Panopto Services pursuant to the Contract. You, along with others in your organization, are each an "Authorized User." The Contract contains Panopto's commitment to deliver the Services to Customer, who may then invite Authorized Users to access and use the Panopto Services. This AUP applies to you as an Authorized User, and Customer is responsible to ensure your compliance with this AUP. This AUP may change as our business evolves, so please check back regularly for updates and revisions.

When an Authorized User (including you) submits videos and other forms of media, audio, presentation material, and other content, data, or information to the Panopto Services ("User Content"), you acknowledge and agree that the Contract provides Customer with many choices and control over the User Content and the Authorized Users. For example, Customer may provision or deprovision access to the Panopto Services, enable or disable third party integrations, or manage permissions, retention, and export settings, and these choices and instructions may result in the access, use, disclosure, modification, or deletion of certain or all User Content.

As between Panopto and Customer, you agree that it is solely Customer's responsibility to (1) inform you and all other Authorized Users of any relevant Customer policies and practices and any settings that may impact the processing of User Content, (2) obtain any rights, permissions, or consents from you and all other Authorized Users that are necessary for the lawful use of the User Content and the operation of the Panopto Services, (3) ensure that the transfer and processing of User Content under the Contract is lawful, and (4) respond to and resolve any dispute with you and all other Authorized Users relating to or based on the User Content, the Panopto Services, or Customer's failure to fulfill its obligations under the Contract. Panopto is not responsible for the User Content, and the decision to access User Content or engage with other Authorized Users is yours.

### II. Conduct When Using the Panopto Services

The following sets out a list of acceptable and unacceptable conduct for the use of the Panopto Services.

Do:

Comply with the terms of this AUP

Comply with all applicable laws and regulations

Only post and disseminate User Content that you or Customer owns or has the necessary license or right to use

Obtain any and all necessary permissions and consents relating to your creation, use, and dissemination of User Content

Provide accurate and complete information when you create your account

Keep your account password and all other login information confidential and secure

Monitor and control all activity conducted through your account

Immediately notify Panopto if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account

Comply with all applicable terms of any third-party applications that Customer elects to integrate with the Panopto Services

Don't:

Permit any third party that is not an Authorized User to access or use the Panopto Services

Share, transfer, or otherwise provide access to an account designated for you to another person

Use the Panopto Services to store or transmit any User Content that may violate, infringe, or misappropriate someone else's trademark, patent, copyright, trade secret, right of privacy, right of publicity, or other intellectual property right, or that may be tortious or unlawful

Submit User 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

Post advertisements or solicitations within the Panopto Services

Send "spam" or other types of unsolicited communications

Impersonate any person or entity, including without limitation any employee of Panopto or another Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization, or entity

Send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing"

Upload to or transmit from the Panopto Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component, or a technology that unlawfully accesses or downloads content or information stored within the Panopto Services or on the hardware of Panopto or any third party

Copy, modify, decompile, disassemble, reverse engineer, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Panopto Services

Attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Panopto Services

Access or authorize anyone to access the Panopto Services from an embargoed country in violation of applicable economic and trade sanctions

Use the Panopto Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism

Access, search, or create accounts for the Panopto Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk)

Remove proprietary or confidentiality marks or notices from the Panopto Services

Access the Panopto Services in order to build a similar or competitive product or service or copy any ideas, features, functions, logos, designs, graphics, branding, marks, or any other materials used in the Panopto Services

Use the Panopto Service or any tools provided by the Panopto Services for any of the following commercial purposes: the sale of access to the Panopto Services or the sale of advertising, sponsorships, or promotions placed on or within the Panopto Services

Sublicense, resell, time share, or similarly exploit the Panopto Services

Access User Content through any technology or means other than through the Panopto Services or other explicitly authorized means Panopto may designate

Use any automated system, such as "robots," "spiders," or "offline readers," to access the Panopto Services

### III. Violations of this AUP

Panopto reserves the right to decide whether User Content or your use of the Panopto Services is appropriate and complies with this AUP. If we believe that there is a violation of this AUP that can simply be remedied by Customer removing certain User Content or taking other action, we will, in most cases, ask Customer to take action rather than intervene. However, we may, at any time, without prior notice, and in our sole discretion, directly step in and take what we determine to be appropriate action (including without limitation removing access or deleting User Content or disabling or terminating your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Panopto Services, Authorized Users, or any third parties.