



## GENERATIVE ARTIFICIAL INTELLIGENCE SERVICES ADDENDUM

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

### 1. Gen AI Services

- 1.1 Description. If requested by Customer and accepted by Panopto, Panopto will provide one or more of the following services as an add-on to the Technology Services (the "Gen AI Services"): (a) computer-generated video, speech, and translation services; (b) avatars or other customized content creation; and/or (c) other related generative artificial intelligence services.
- 1.2 Pricing. Customers obtain access to Gen AI Services by purchasing a license for either a number of minutes or a number of named user accounts. Additional details regarding the applicable limitations will be provided via an Order Form. Pricing for Gen 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 users or minutes included in the applicable Order Form, Customer will be invoiced for additional bundles as set forth in the Order Form.

### 2. Customer Acknowledgements, Representations and Warranties

- 2.1 Customer Content Acknowledgements. Customer consents to Panopto processing, accessing, and viewing Customer Content to perform the Gen 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 Gen AI Services in accordance with the Agreement and as permitted by applicable law and regulation, and that it will not use, and will not allow Authorized Users to use, Gen 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, and other materials resulting from the Gen 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. Captions may not synchronize properly due to several reasons, including background noise or music.
- 3.2 No Warranties. THE GEN 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 GEN AI SERVICES WILL BE FREE FROM ERRORS OR COMPLETELY ACCURATE. PANOPTO'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, RESULTING FROM AN INACCURACY OR ERROR IN THE GEN AI SERVICES WILL BE PANOPTO, AT ITS SOLE DISCRETION, EITHER (A) RE-PERFORMING THE SPECIFIC GEN AI SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR, OR (B) REFUNDING TO CUSTOMER THE FEES PAID BY CUSTOMER FOR THE SPECIFIC GEN AI SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR.