



CONTENT MIGRATION ADDENDUM

This Content Migration Addendum ("Migration 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 Migration Addendum, issuing a purchase order for Migration Services (as defined below), or otherwise agreeing to receive Migration Services, Customer agrees to be bound by this Migration Addendum, which is incorporated into the Agreement by reference. Panopto and Customer agree that this Migration Addendum applies only if Customer has ordered Migration Services. Capitalized terms used but not defined have the meaning given in the Agreement.

1. Migration Services. Panopto will provide migration services (the "Migration Services") as described below and in the applicable Order Form. Depending on the type of content migration identified in the Order Form or Quote referenced on the Order Form, one of the following subparagraphs will apply:

1.1. On-Premises to Cloud. For migration of User Content from deployed on Customer's premises to Panopto's cloud solution, Panopto will:

- a) Schedule a meeting with Customer to mutually agree upon a timeline for the Migration Services
- b) Upgrade Customer's server to match the latest cloud version of the Technology Services
- c) Create a cloud site and export the on-premises site data (metadata)
- d) Import the on-premises site data into the cloud site (metadata)
- e) Transfer the physical files from Customer's on-premises servers to the cloud solution
- f) Configure integration and test
- g) Forward Customer's URL site to the cloud solution in IIS

If migrating from deployed on Customer's premises to Panopto's cloud solution before the start of the Migration Services, Customer will make a backup copy of the User Content. Additionally, to enable Panopto to provide the Migration Services, Customer will allow Panopto to access Customer's on-premises computer system to the extent necessary to perform the Migration Services.

1.2. Cloud to On-Premises. For migration of User Content from Panopto's cloud solution to deployed on Customer's premises, Panopto will:

- a) Schedule a meeting with Customer to mutually agree upon a timeline for the Migration Services
- b) Advise Customer on server specifications based on estimated usage
- c) Arrange with Customer the installation date of on-premises environment
- d) Install the on-premises environment
- e) Export the cloud site
- f) Import the cloud site data into the on-premises environment
- g) Transfer the physical files from the cloud site to the on-premises environment
- h) Configure integration and test

1.3. Cloud to Cloud. For migration of User Content from one of Panopto's cloud solutions to a different one of Panopto's cloud solutions, Panopto will:

- a) Schedule a meeting with Customer to mutually agree upon a timeline for the Migration Services
- b) Create a new cloud site for Customer
- c) Export the existing cloud site
- d) Import the existing cloud site data into the new cloud site

- e) Transfer the physical files from the existing cloud site to the new cloud site
 - f) Configure integration and test
 - g) Redirect the existing cloud site to the new cloud site
2. **Schedule.** The Migration Services will be completed within ninety (90) days from a mutually agreed start date. Customer's repetitive cancellations of the Migration Services after a start date has been agreed upon may result in the cancellation of Migration Services by Panopto. Rescheduling Migration Services for a different start date will be subject to Panopto's schedule availability.
 3. **Fees.** The Migration Services will be provided by Panopto free of charge.
 4. **Representations and Warranties.** Panopto represents and warrants that the Migration Services will substantially conform to the requirements in this Migration Addendum for ninety (90) days from the completion thereof (the "Warranty Period"). In the event of a non-conformity in the Migration Services during the Warranty Period, Panopto will, as Customer's sole and exclusive remedy and Panopto's sole liability, promptly re-perform the non-conforming Migration Services at no charge to Customer. EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, MIGRATION 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.