



## CONTENT CONVERSION SERVICES ADDENDUM

This Content Conversion Services Addendum (“Conversion 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 Conversion Addendum, issuing a purchase order for Content Conversion Services (as defined below), or otherwise agreeing to receive Content Conversion Services, Customer agrees to be bound by this Conversion Addendum, which is incorporated into the Agreement by reference. Panopto and Customer agree that this Conversion Addendum applies only if Customer has ordered Content Conversion Services.

**1. Definitions.** Capitalized terms used but not defined have the meanings given in the Agreement.

- 1.1 “Content Conversion Services” means content conversion services performed by Panopto or a subcontractor for Customer as described in Section 2.
- 1.2 “Content Type” means the details of the type of existing Customer Content as described in the Order Form or any quotes attached thereto.

**2. Content Conversion Services.** Panopto will perform engineering services to convert the Content Type to Panopto presentation files. Unless agreed otherwise, Panopto will have exclusive control over the manner, means, time, and place of performing the Content Conversion Services. Panopto will provide, at its expense, all facilities and equipment necessary to complete the Content Conversion Services. Customer will make its facilities or equipment available to Panopto at Panopto’s request as needed for Panopto to complete the Content Conversion Services. The parties may agree to change the scope of the Content Conversion Services upon mutual written agreement. **Customer agrees that Panopto will acknowledge its receipt of the Content Type to be converted and will provide Customer with an inventory of the Content Type, which Customer must approve, prior to Panopto moving forward with the Content Conversion Services.**

**3. Schedule.** Except as provided below, Panopto will perform the Content Conversion Services in accordance with the milestones schedule specified below. However, Panopto reserves the right to revise this schedule and extend the timeframe for any milestones whose attainment may be delayed by unanticipated events or any action or inaction by Customer. **Customer acknowledges that this schedule cannot be manipulated or have its overall timeline shortened by request.** This schedule applies to media files up to, and not exceeding, 10,000 hours in the aggregate and will be extended by two (2) weeks for each additional 5,000 hours of media files to be converted. **In the event of any extension of time that causes the overall schedule to exceed a total of fifteen (15) weeks from the completion of Milestone 1 described below, Customer shall be subject to an increase in the Fees unless such delay is solely caused by Panopto.** Customer will designate a “project owner” able to provide timely answers to questions that may arise during the conversion process and ensure the quickest and most efficient use of Panopto and Customer resources.

Milestones	Task Description	Estimated Time to Completion
1	Panopto provides written acknowledgement that all data exported from the Content Type have been received	N/A
2	Panopto prepares data and machines for processing, provides content inventory file for Customer’s approval as described above, and receives such approval from Customer	2 weeks
3	Panopto processes and converts data into Panopto format	9 weeks
4	Panopto imports formatted data into Customer’s hosted site as viewable*	4 weeks

\*Panopto will provide electronic access to the applicable Panopto formatted data to Customer. Customer is responsible for providing appropriate means for accessing the formatted data. Additional time may be required to complete Milestone 4 in coordination with Customer’s personnel and their schedule.

**4. Limitations on Content Conversion Services.**

- 4.1 It is anticipated that a percentage of the Content Type will not successfully convert because Panopto does not import content that has encoding errors in the media files or media files in smooth streaming format, and Panopto supports only content that includes “media items.” Non-video items will not be imported, including “image” files, “document” files, “blob” files, and linked files hosted on YouTube or Vimeo.

- 4.2 Panopto will place the content in Customers Panopto hosted site based on the source content formatting. A Panopto "folder" will be created for each Content Type "collection" and each Content Type "media item" in a "collection" will be converted to a Panopto "session" and placed in the applicable Panopto "folder."
  - 4.3 Migrated Panopto "sessions" will initially only be accessible by Authorized Support Contacts, who will need to set permissions within the Technology Services to grant access to the correct sets of End Users.
  - 4.4 Imported sessions will have a video podcast version. Note that the podcast is in a "primary video only" format noting that Customer may re-encode the podcast to any format of its choosing when the Content Type is available in the Technology Services.
  - 4.5 When the importing of the Content Type is complete and the Content Type is published to the Technology Services, Panopto will commence processing for automatic speech recognition and optical character recognition for the Content Type. Customer acknowledges that because the Content Type was previously captured in an image format, Panopto is unable to create a table of contents to display to the End User.
  - 4.6 Panopto will provide Customer with a full inventory of the imported sessions in Excel Workbook format. "Media items" that were skipped and not converted due to the problems identified in Section 3.1 above will be noted as such in the Excel Workbook.
5. **Fees.** Fees for Content Conversion Services are as indicated in the Order Form or applicable quote.
6. **Representations and Warranties.** Panopto represents and warrants that the Content Conversion Services will substantially conform to the requirements in this Conversion Addendum for ninety (90) days from the completion thereof (the "Warranty Period"). In the event of a non-conformity in the Content Conversion Services during the Warranty Period, Panopto will, at its sole option and as Customer's sole and exclusive remedy and Panopto's sole liability, (a) promptly re-perform the non-conforming Content Conversion Services at no charge to Customer, or (b) refund the Fees paid for the non-conforming Content Conversion Services. EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, CONTENT CONVERSION 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.