



## CAPTION SERVICES ADDENDUM

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

### 1. Caption Services

- 1.1 Description. Panopto or one of its subcontractors will provide captioning services as further described below (the "Caption Services"). Caption Services will only create captions in the English language from recordings of media in the English language. However, Caption Services also include the additional option to translate the resulting English captions into any language currently available through the Technology Services.
- 1.2 Purchasing and Using Caption Dollars. Customer obtains access to Caption Services by purchasing "Caption Dollars", which may be used for both standard English language captioning and the translation of captions into another available language. The balance of Caption Dollars will be reduced as Customer Content is submitted for captioning and any further translation(s) of such captions. If at any point Customer's purchased Caption Dollars are less than the price for Caption Services that Customer or an Authorized User is ordering through the Technology Services, Customer will be notified that there are insufficient Caption Dollars purchased, and the order for Caption Services will not be accepted by Panopto until such time as sufficient Caption Dollars are purchased. Caption Dollars purchased by Customer will expire upon the termination or expiration of the term set forth in the applicable Order Form. Any Caption Dollars that remain unused at the end of the term are not subject to refund and will not roll over into any renewal term.
- 1.3 Pricing. Turnaround times and per minute prices are provided to Customer through the Technology Services. Pricing for Caption Services will be the then-current pricing as of the date Customer or an Authorized User orders the Caption Services. The turnaround times and associated pricing may be changed from time to time by Panopto with five (5) days' prior written notice to Customer.
- 1.4 Use of Customer Content. Customer consents to Panopto or Panopto's subcontractor processing, accessing, viewing, and editing Customer Content to create text captions of Customer Content, and otherwise perform Caption Services, when requested by Customer. Panopto's subcontractor performing Caption Services will maintain the confidentiality of Customer Content and will be bound by confidentiality obligations at least as strict as those in the Agreement.

### 2. Customer Representations and Warranties

- 2.1 Customer Representations and Warranties. Customer represents and warrants that it will use Caption 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, Caption 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, and agents from and against all Claims to the extent such Claims arise out of or relate to breach of this Section 3.1 by Customer or Authorized Users.

- 2.2 Disclaimer. Captioned materials may contain unavoidable inaccuracies due to poor audio quality or unusual slang, regional dialects, or obscure names contained within Customer’s audio and video recordings, as well as incorrect language translations. Captions may not synchronize properly due to several reasons, including background noise or music. THE CAPTION 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 CAPTION 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 CAPTION SERVICES WILL BE PANOPTO, AT ITS SOLE DISCRETION, (A) RE-PERFORMING THE SPECIFIC CAPTION SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR, OR (B) REFUNDING TO CUSTOMER THE FEES PAID BY CUSTOMER FOR THE SPECIFIC CAPTION SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR.