



ON-PREMISES DEPLOYMENT ADDENDUM

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

1. On-Premises Deployment

- 1.1 Description. For as long as Panopto provides the applicable Technology Services or such shorter period as set forth in Section 1.7 below, Panopto will provide the Technology Services through the deployment of an on-premises solution installed on Customer Systems rather than through Panopto's cloud solution (the "On Premises Deployment"), as described in this On-Premises Addendum. The On-Premises Deployment will be deemed a part of the Technology Services for all purposes under the Agreement. This On-Premises Addendum does not modify the Agreement with respect to the Technology Services in any manner, except as otherwise expressly set forth herein. Customer acknowledges and agrees that the On-Premises Deployment includes certain differences and limitations as compared to Panopto's cloud solution, as described at <https://support.panopto.com/s/article/Panopto-Cloud-vs-On-Premise-comparison>.
- 1.2 Grant of Rights. In addition to the rights granted to Customer under the Agreement, Panopto hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to install, test, and use the On-Premises Deployment on Customer Systems solely for Customer's internal business purposes during the term of an applicable Order Form.
- 1.3 System Requirements and Prerequisites. Customer will ensure Customer Systems meet the requirements and prerequisites of the On-Premises Deployment installation guide available at <https://support.panopto.com/s/article/On-Prem-Installation-Guide>.
- 1.4 Delivery of On-Premises Deployment. Panopto will provide electronic access to the On-Premises Deployment for download by Customer within 10 days of the applicable Order Form's effective date.
- 1.5 Support Services. Rather than provide the Support Services as described in the Agreement, Panopto will instead provide the Support Services set forth in Appendix A attached to this On-Premises Addendum and incorporated herein by reference.
- 1.6 Access to Customer Systems. Customer acknowledges and agrees that Panopto may access Customer Systems and Authorized Users' accounts solely to (a) provide, maintain, and improve the On-Premises Deployment, (b) perform Support Services, and (c) verify Customer's compliance with this On-Premises Addendum and the Agreement. Customer acknowledges and agrees that this limited access in connection with the On-Premises Deployment does not entail Panopto processing Personal Data and that Customer has sole control over the Customer Systems on which the On-Premises Deployment is installed, such that the Data Processing Agreement does not apply to the On-Premises Deployment.
- 1.7 Migration or Termination. Customer has the option to cease use of the On-Premises Deployment at any time by agreeing to migrate Customer Content to Panopto's cloud solution and continue its use of the Technology Services. In addition, Panopto reserves the right to discontinue the On-Premises Deployment for any reason and at any time upon at least twelve (12) months' prior written notice to Customer. Such discontinuance will not be a breach of this On-Premises Addendum by Panopto. In the event of any such discontinuance, Customer shall have the option to either (a) migrate Customer Content to Panopto's cloud solution and continue its use of the Technology Services or (b) terminate the applicable On-Premises Deployment effective as of the end of the twelve (12) month notice period and receive a pro-rated refund for any prepaid Fees covering any remaining term of such On-Premises Deployment.

2. Compliance Verification and Audit

2.1 Verification Tool. Customer acknowledges and agrees that Panopto may place a verification tool within Customer Systems solely for the purpose of verifying Customer's compliance in its use of the On-Premises Deployment.

2.2 Audit. For as long as Panopto provides the On-Premises Deployment and for one year thereafter, Customer will maintain written records, validated logs, configuration and other files, system tool outputs, and other Customer System information related to Customer's use of the On-Premises Deployment sufficient to provide auditable data verifying Customer's compliance in such use. On at least 30 days' prior written notice, Panopto or its designated agent may audit Customer for the purpose of verifying such compliance. Panopto's auditors will be required to maintain confidentiality at least as protective as required in the Agreement. Panopto will not conduct an audit more than once in any 12-month period unless a prior audit revealed Customer's non-compliance in its use of the On-Premises Deployment. Panopto will pay for the cost of the audit unless the audit determines Customer's use of the On-Premises Deployment breaches this On-Premises Addendum, the Agreement, or an applicable Order Form. In the case that such a breach is discovered, Customer will reimburse Panopto for the cost of the audit, plus any underpayments to Panopto that were discovered, within 30 days of Panopto providing Customer with the audit results.

Appendix A: Support Services for On-Premises Deployment

1. **Definitions.** Capitalized terms used but not defined herein have the meanings given in the Agreement. For purposes of this Appendix A, the following initially capitalized terms are ascribed the following meanings:

- 1.1 "Error" means failure of the On-Premises Deployment, in the form provided or modified by Panopto, to substantially conform to the Documentation.
- 1.2 "Normal Working Hours" means the following working hours based on the geographic region in which the applicable Customer entity on the Order Form is located:
 - (a) If Customer is located in North America, Central America, South America, or the Caribbean, they mean 8:00 a.m. - 8:00 p.m. ET, Monday through Friday, excluding Panopto scheduled holidays and days banking institutions in Pittsburgh, Pennsylvania, USA, are authorized to close for business;
 - (b) If Customer is located in Europe or Africa, they mean 8:00 a.m. - 1:00 a.m. GMT, Monday through Friday, excluding Panopto scheduled holidays and days banking institutions in London, UK, are authorized to close for business;
 - (c) If Customer is located in Asia (except for Japan), they mean 9:00 a.m. - 6:00 p.m. HK, Monday through Friday, excluding Panopto scheduled holidays and days banking institutions in Hong Kong are authorized to close for business;
 - (d) If Customer is located in Japan, they mean 10:00 a.m. - 7:00 p.m. JST, Monday through Friday, excluding Panopto scheduled holidays and days banking institutions in Tokyo, Japan are authorized to close for business; and
 - (e) If Customer is located in Australia or New Zealand, they mean 7:00 a.m. - 8:00 p.m. AEDT, Monday through Friday, excluding Panopto scheduled holidays and days banking institutions in Sydney, Australia, are authorized to close for business.
- 1.3 "Response Time" means the time between Service Ticket Generation and Panopto's confirmation via one of its personnel that Panopto is working on resolution of the Error.
- 1.4 "Service Ticket" means a ticket generated by Panopto personnel and/or a ticket automatically generated by Panopto's support tool, in each case in response to Customer's Error notification.
- 1.5 "Service Ticket Generation" means the time between Panopto's receipt of an Error notification from Customer and Panopto's generation of a Service Ticket in connection with the Error notification.
- 1.6 "Workaround" means a set of procedures that Customer may follow to circumvent or mitigate the impact of an Error, notwithstanding that the Error still exists.

2. Support.

- 2.1 General. Panopto will provide the following general Support Services to Customer's Authorized Support Contacts:
 - (a) Online Documentation for the Technology Services, how-to and other training-related videos, and access to support discussion boards and standard online training sessions;
 - (b) Corrections of Errors in the On-Premises Deployment in accordance with the terms of this Appendix A;
 - (c) Periodic updates of the On-Premises Deployment, including corrections of Errors, fixes of minor bugs, and enhancements to the On-Premises Deployment; and
 - (d) Telephone and email Support Services. For clarity, telephone and email Support Services shall be provided in accordance with the Service Plan purchased, as further set forth in the Order Form.
- 2.2 Error Priority Levels. Panopto will assign all Errors one of three Priority Codes, dependent upon the problems caused by the Error. Panopto may re-assign prioritization levels assigned by Customer in Panopto's ticketing system to reflect the Error Priority Descriptions set forth below. Priority Codes and

Priority Descriptions are as follows:

Priority Code	Priority Description
P1 (High)	<p>Mission Critical</p> <ul style="list-style-type: none"> ● On-Premises Deployment or access to Customer Content unavailable, causing critical impact to business operations ● Includes Customer’s Panopto site unavailable, multiple Authorized Users cannot log in on Customer’s Panopto site, Customer Content is not streaming, processing, or delivering (site-wide) ● No Workaround exists
P2 (Medium)	<p>High</p> <ul style="list-style-type: none"> ● On-Premises Deployment available, but aspects of access to Customer Content unavailable and impacting significant aspects of business operations ● No reasonable Workaround exists
P3 (Low)	<p>General Support</p> <ul style="list-style-type: none"> ● Any Error that is not a P1 or P2

2.3 Support Response Times. Panopto will use commercially reasonable efforts to address Errors based on Priority Code in accordance with the table below. For clarity, all target timeframes set forth in the table below shall be deemed to be timeframes during Normal Working Hours except as otherwise expressly provided in this SLA.

Priority Code	Target Service Ticket Generation Time	Target Response Time
P1 (High)	30 minutes	4 hours
P2 (Medium)	30 minutes	8 hours
P3 (Low)	30 minutes	16 hours

2.4 Support Hours. Panopto will provide support for Errors during the hours specified in the table below, as applicable to the specific Support Services plan that Customer has subscribed to in the relevant Order Form:

	Standard Service Plan	Emerald Service Plan
Target Service Ticket Generation Time	Normal Working Hours	24x7 On-Call-Support
Target Response Time	Normal Working Hours	24x7 On-Call-Support

- (a) For Customers that purchase the Standard Service Plan, any Support Services requested outside of Normal Working Hours will be queued for the next business day.
- (b) Customers that purchase the Emerald Service Plan or purchase 24x7 on-call Support Services (“24x7 On Call Support”) on a standalone basis, as specified in the relevant Order Form, will receive 24x7 On-Call Support in respect of Target Service Ticket Time Generation and Target Response Time. 24x7 On-Call Support is available to all Authorized Users of Emerald Customers and standalone 24x7 Support Customers, but will only address issues typical of an End User (and not a system administrator with P1 or P2 questions). If such issue cannot be resolved by 24x7 On-Call Support, then such issue will be escalated to Panopto.

2.5 Contact; Support Personnel.

- (a) Contact. Whenever Customer requires Support Services, Customer’s Authorized Support Contacts should submit an Error notification to Panopto via support.panopto.com.
- (b) Support Personnel. Panopto will assign support personnel responsible for providing Support Services to its customers generally. In addition, if, pursuant to an Order Form, Customer is entitled to 24x7 On-Call Support, 24x7 On-Call-Support will be provided to Customer by a third-party service provider and not Panopto, and Customer expressly consents to Panopto’s use of third-party service providers to provide such 24x7 On-Call Support. Panopto works with such third-party service provider to ensure that 24x7 On-Call Support is provided in a professional and workmanlike manner but does not assume liability to Customer for such 24x7 On-Call Support. For clarity, all Support Services delivered by Panopto and/or its third-party service providers will be in the English language.

2.6 Updates. During the Subscription Term, Panopto will provide Updates if and when they are made generally commercially available by Panopto to its customers.

2.7 Scope; Out-of-Scope Services.

- (a) Scope. Panopto has no obligation to correct Errors or support queries arising from (i) use of the Technology Services other than in the accordance with the provisions of the Agreement, including the Acceptable Use Policy; (ii) Customer’s use of incompatible data or systems; (iii) Customer’s incorrect configuration of or integration with the Technology Services. In addition, Panopto will not provide Support Services for older versions of the On-Premises Deployment as described in its support versions policy found at <https://support.panopto.com/s/article/Supported-Versions-Policy>. If Panopto, in its sole discretion, elects to address Errors or other problems, then Panopto may handle such Errors under a professional services arrangement at Panopto’s then-current rates, or such other rates as may be agreed in writing with Customer, and otherwise on a reasonable efforts, as-is basis. Panopto is not required to configure or assist with migrations to or from the Technology Services as part of the Support Services. Panopto is not required to provide the Support Services if Customer is in breach of its obligations under the Agreement.
- (b) Out-of-Scope Services. Customer may, from time to time, request assistance from Panopto for services that are outside the scope of the Support Services. Panopto may make resources available for mutually agreeable time periods to provide such assistance under a professional services arrangement at Panopto’s then-current rates, or such other rates as may be agreed in writing with Customer.