



## SPEECH-TO-TEXT SERVICES ADDENDUM

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

### 1. Speech-to-Text Processing Services

- 1.1 Description. If requested by Customer and accepted by Panopto, Panopto will provide one or more of the following speech-to-text processing services as an add-on to the Technology Services (the "Speech-to-Text Services"): (a) automatic caption services through the use of artificial intelligence ("Access AI"); (b) human-generated caption services ("Caption Services"), which only create captions in the English language from recordings of media in the English language unless Translation Services are also ordered by Customer; and/or (c) services to translate the English captions resulting from Caption Services into any language currently available through the Technology Services ("Translation Services").
- 1.2 Pricing. Customer obtains access to Access AI by paying the applicable fee based on the then-current pricing. Customer obtains access to Caption Services and Translation Services by purchasing "Caption Dollars", which may be used for both types of Speech-to-Text Services. Turnaround times and per minute prices for Caption Services and Translation Services are provided to Customer through the Technology Services. Pricing for Caption Services and Translation Services will be the then-current pricing as of the date Customer or an Authorized User orders them. The turnaround times and associated pricing may be changed from time to time by Panopto with five (5) days' prior written notice to Customer. 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 and/or Translation 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 and/or Translation 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 Use of Customer Content. Customer consents to Panopto processing, accessing, viewing, and editing Customer Content to perform the Speech-to-Text 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. Customer Representations and Warranties

- 2.1 Customer Representations and Warranties. Customer represents and warrants that it will use Speech-to-Text 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, Speech-to-Text 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 2.1 by Customer or Authorized Users.

- 2.2 Disclaimer. The transcriptions, captions, translations, and other materials resulting from the Speech-to-Text 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. THE SPEECH-TO-TEXT 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 SPEECH-TO-TEXT 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 SPEECH-TO-TEXT SERVICES WILL BE PANOPTO, AT ITS SOLE DISCRETION, EITHER (A) RE-PERFORMING THE SPECIFIC SPEECH-TO-TEXT SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR, OR (B) REFUNDING TO CUSTOMER THE FEES PAID BY CUSTOMER FOR THE SPECIFIC SPEECH-TO-TEXT SERVICES THAT ARE INACCURATE OR CONTAIN AN ERROR.