

## TWELVELABS PARTNER PROGRAM PARTNER TRACK TERMS FOR RESELLERS

NOVEMBER 25, 2025; VERSION 1

These Partner Track Terms apply upon appointment of Participant to the Reseller Partner Track, as evidenced by an Appointment Confirmation from TL, and are subject to and incorporated into the TwelveLabs Partner Program Agreement between Participant and TL. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

### 1. APPOINTMENT

1.1. Appointment Confirmation; Territory. Upon delivery of an Appointment Confirmation by TL to Participant accepting Participant into the Reseller Partner Track (“**Appointment Effective Date**”), subject to compliance with all terms and conditions of the Agreement, TL grants to Participant a limited, revocable, non-exclusive, non-transferrable right solely to market and resell the TL Offerings in the Territory, subject to the terms of the Agreement. The Territory, for the purposes of these Partner Track Terms only, is those countries set forth in the Approved Countries List made available to Participant which TL expressly reserves the right to update from time to time, subject to any restrictions imposed by Laws. Any such updates are effective upon TL uploading a new version to the Partner Portal.

1.2. TL Program Guide. Participant acknowledges that Section 2 of the TwelveLabs Partner Program Agreement sets forth certain rights, acknowledgments, and obligations related to the TL Program Guide and the Program Documentation and Participant represents and warrants that it meets, and covenants that it shall continue to meet, any criteria for participation in the Reseller Partner Track set forth in the TL Program Guide and further undertakes to promptly notify TL if and when it has failed to meet any such criteria.

### 2. TERM; TERMINATION

2.1. Term and Termination. These Partner Track Terms are effective commencing as of the Appointment Effective Date and may be terminated for convenience by either party by providing 30 days’ prior written notice of termination to the other party in accordance with Section 18.10 (Notice) of the TwelveLabs Partner Program Agreement. In the event either party terminates for convenience under this provision, the terms of these Partner Track Terms will continue to apply to any active deal registrations or outstanding Orders and, if Participant orders directly from TL, Participant will continue to make all payments as they become due under outstanding Orders.

### 3. MARKETING

3.1. Marketing Rights. Subject to Participant’s compliance with the terms of the Agreement, TL hereby grants to Participant a limited, non-transferable, non-sublicenseable, non-exclusive license to use the TL Trademarks to market the TL Offerings, subject to the terms of Section 6.1 of the TwelveLabs Partner Program Agreement (TL Trademarks).

3.2. Prior Approval. Prior to any given use of the TL trademarks (“**Marketing Instance**”), Participant shall request TL’s permission and provide information about its intended use to TL in writing, except as otherwise set forth in the Program Documentation. Participant agrees that all Marketing Instances are subject to TL’s prior written consent, except as otherwise set forth in the Program Documentation, and shall comply with any instructions or conditions provided in connection with any consent.

### 4. OPPORTUNITY REGISTRATION; ORDERING; DISTRIBUTION

4.1. Opportunity Registration. To initiate a resale opportunity, Participant may register an opportunity in accordance with the instructions set forth in the TL Program Guide. TL may reject any given registration request in its sole and absolute discretion.

4.2. Ordering. Orders for the resale of TL Offerings (“**Orders**”) may be placed by Participant either with a Distributor or directly with TL. Participant shall refer to the current applicable pricing made available to Participant and follow TL’s then-current process, in each case when placing any Orders directly with TL and as same may be updated from time to time by TL. TL may reject any given Order in its sole and absolute discretion.

4.3. Back-to-Back Orders; Non-cancellability. Participant will be deemed to represent and warrant to TL, upon each submission of an Order, that Participant has secured an order from the End User to license the TL Offerings (and for the relevant quantities thereof) set forth in TL’s Quote, for the committed duration of such transaction. Upon TL’s request, Participant shall supply an End User certification, documentation, or confirmation, or a redacted purchase order from the End User for the applicable transaction. Participant acknowledges that Participant’s Orders (and payment obligations) are non-cancellable by Participant, regardless of Participant’s receipt of payment (or non-payment) from the applicable End User for the transaction.

4.4. Agreement between Participant and End User. The parties acknowledge and agree that all final terms related to pricing, discounts, payment, and taxes to the End User are solely subject to the agreement between Participant and such End User.

4.5. Quotes with Transaction-Specific Terms. Participant acknowledges and agrees that terms and conditions that are contained in TL’s Quote and mirrored or referenced in Participant’s Order will become binding between TL and Participant upon TL’s fulfillment of the Order.

4.6. Use of Distribution Network. Subject Participant’s receipt of prior written consent from TL and subject to all of the terms and conditions of the Agreement, Participant may utilize a third party down-stream reseller in its network of authorized resellers to resell the TL Offerings to an End User provided: (i) TL consents in advance in writing to Participant’s use of such down-stream reseller for any given transaction (which consent may be withheld by TL in its sole discretion), (ii) such down-stream reseller has entered into a Non-Disclosure Agreement with TL or such other agreement as required by TL, and (iii) such down-stream reseller has entered into a Non-Disclosure Agreement with Participant that is no less protective of the parties’ Confidential Information as the Agreement (each a “**Down-stream Reseller**”). Participant is responsible for the acts and omissions of its Down-stream Resellers related to the subject matter of these Partner Track Terms as though they were its own and is solely responsible for compensating such Down-stream Resellers for their activities related to any given transaction. Participant shall not send quotes to nor process orders with any Down-stream Reseller for the resale of TL Offerings until Participant confirms with TL that the conditions described in this Section have been satisfied. Participant will remain solely liable for compensating the Down-stream Reseller for the Down-Stream Reseller’s activities related to any given transaction.

### 5. END USER AGREEMENT; REPORTS

5.1. Enterprise Terms of Service. Participant acknowledges that Participant must contractually bind each End User to the terms and conditions of the Enterprise Terms of Service prior to placing a purchase order for the TL Offerings with TL for that particular End User. In addition to any Unique Terms (defined below), Participant must include the following statement in its final quote to any End User: *TL’s products and services are provided to you subject to the terms and conditions of the Enterprise Terms of Service located at [www.twelvelabs.io/tos](http://www.twelvelabs.io/tos).* Participant acknowledges and agrees that the Enterprise Terms of Service are not negotiable and Participant shall not attempt to modify the Enterprise Terms of Service for any End User. Participant shall indemnify, defend, and hold harmless TL and its Representatives from and against any Costs arising from or related to Participant’s failure to comply with its obligations under this Section

5.2. Unique Terms in Quotes. Participant shall include any additional unique terms, as designated by TL as “Unique Terms” in TL’s Quote to Participant with respect to any given transaction (“**Unique Terms**”) in Participant’s quote to the relevant End User.

### 6. INVOICING; PAYMENT

6.1. Currency. All invoices for Orders placed with TL will be issued, and payments will be made, in United States Dollars, unless stated otherwise in TL’s Quote.

6.2. Electronic Invoices. Where permitted under applicable local law and tax rules, TL may submit electronic invoices which Participant accepts as a valid invoicing method.

6.3. Invoice Frequency. TL will invoice Participant in accordance with the invoicing schedule set forth on the Quote.

6.4. Electronic Payment. Payment will be made by electronic transfer to a bank account designated by TL on the invoice in the amount of Fees for the TL Offerings ordered (less any applicable credits and deductions and plus any applicable taxes, shipping and other charges). The effective date of payment shall be the date on which the entire amount due is credited to TL’s bank account or the instrument enabling immediate collection of the entire amount due is received.

### 7. LIMITATIONS ON RIGHTS GRANTED; INTELLECTUAL PROPERTY

7.1. Non-endorsement; No Bundling. Any right of Participant to resell the TL Offerings is solely as set forth in the Agreement. Participant acknowledges and agrees that Participant is solely responsible for Participant Offerings and shall not make representations on behalf of nor state nor imply that Participant Offerings have been developed, endorsed, reviewed, or otherwise approved by TL. Participant shall not bundle TL Offerings with third-party products or services as a single solution.

7.2. No Usage Permitted. Participant acknowledges and agrees that Participant has no rights hereunder to use the TL Offerings.

7.3. No Anti-Trust Arrangements. Without limitation of Participant's obligations under Section 8 (Compliance with Laws) of the TwelveLabs Partner Program Agreement, Participant represents and warrants that Participant is not aware of and has not participated in (a) any business arrangements or deal allocation arrangements that could restrict free trade, competition, or independent pricing of TL Offerings, or (b) practices that restrict free trade or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of End Users or in violation of Laws.

**8. MISCELLANEOUS**

8.1. The parties agree that Participant's indemnification obligations in Section 5.1 (End User Agreement), the terms of Sections 5.3 and 6, together with any other terms necessary for the interpretation or enforcement of these Partner Track Terms, survive termination of these Partner Track Terms.

8.2. The parties agree that these Partner Track Terms (together with the TwelveLabs Partner Program Agreement and any other materials incorporated by reference herefrom or therefrom) constitute the entire understanding between TL and Participant with respect to its subject matter and supersedes any and all proposals, oral or written, and all communications between the parties relating to the subject matter hereof.