

TWELVELABS PARTNER PROGRAM AGREEMENT

NOVEMBER 25, 2025; VERSION 1

This TwelveLabs Partner Program Agreement (“TPPA”) forms a binding contract between Twelve Labs, Inc., a Delaware corporation and Twelve Labs, Inc. a corporation organized under the laws of the Republic of Korea (collectively, “TL”) and the legal entity identified on the partner program application webform set forth on TwelveLabs’ website (“**Application Form**” and “**Participant**,” respectively) and is effective as of the date of Participant’s receipt of a Program Appointment Confirmation from TL, if any (“**Effective Date**”).

BY SUBMITTING THE APPLICATION FORM, YOU: (A) REPRESENT AND WARRANT THAT (I) YOU ARE 18 YEARS OLD OR HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE APPLICATION FORM IS TRUE, ACCURATE, CURRENT, AND COMPLETE; (IV) YOU HAVE THE LEGAL AUTHORITY TO BIND PARTICIPANT TO THIS AGREEMENT; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT.

During the Term (defined below), Participant may request appointment to one or more Partner Tracks. Upon review of Participant’s application, TL may decline to admit Participant into the TL Program (defined below) (or any particular Partner Track of the TL Program) for any reason, including but not limited to missing or inaccurate application information. Each Partner Track is subject to the applicable Partner Track Terms made a part of this TPPA (collectively, “**Agreement**”). Partner Track Terms apply to Participant upon appointment to the applicable Partner Track. Some TL Program benefits may require payment of a fee or additional approval by TL. Please see the individual Partner Track Terms for details.

1. DEFINITIONS

In the Agreement, the term:

1.1. “**Affiliate**” means an entity that is controlled by, controls, or is under common control of a party, whether directly or indirectly, where “control” means the ownership, in the case of a corporation, of more than fifty percent (50%) of the voting securities in such corporation or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity, but such entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

1.2. “**Program Appointment Confirmation**” means a written communication issued by TL accepting Participant’s request to participate in the TL Program.

1.3. “**Track Appointment Confirmation**” means a written communication issued by TL accepting Participant’s request to participate in a Partner Track.

1.4. “**Authorized Partner**” means a third party who participates in one or more Partner Tracks in the TL Program, such as a Distributor.

1.5. “**Partner Track**” means any track under the TL Program, as identified on the Partner Portal and described in the applicable Program Documentation.

1.6. “**Partner Track Terms**” means the terms and conditions for a Partner Track, as specified in the applicable Appointment Confirmation (if and when provided), or as otherwise made available within the Partner Portal or agreed in a separate document signed by both parties. Each of the Partner Track Terms is a part of the Agreement but is not effective unless and until Participant receives an Appointment Confirmation. The defined term, “Agreement,” includes any Partner Track Terms entered into by the parties.

1.7. “**Claims**” means any actions, demands, claims, proceedings, administrative actions, decrees, or lawsuits.

1.8. “**Costs**” means damages, fines, penalties, assessments, settlement payments, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses).

1.9. “**Distributor**” means an Authorized Partner that can distribute the TL Offerings to resellers.

1.10. “**Documentation**” means TL’s then-current documentation made available by TL to its user base for use of the Licensed Products, as updated from time-to-time by TL in its discretion.

1.11. “**End User**” means an individual or entity who, through the TL Program, has or may purchase licenses for TL Offerings from Participant (directly or indirectly) or who receives Participant Offerings from Participant.

1.12. “**Enterprise Terms of Service**” means the Enterprise Terms of Service located at <https://www.twelvelabs.io/tos> as may be updated from time to time.

1.13. “**Fees**” means the fees payable to TL as specified in applicable Partner Track Terms, or as set forth in the Program Documentation.

1.14. “**Generally Available**” or “**GA**” means a production version of TL Offerings made available to TL’s user base.

1.15. “**Hardware**” means those TL hardware products made available for resale under the Agreement.

1.16. “**Intellectual Property Rights**” means all copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights, and other worldwide intellectual property and proprietary rights.

1.17. “**Licensed Product(s)**” means the TL proprietary software made Generally Available by TL and provided by or on behalf of TL to its licensees, whether provided as an internet-based service or provided for download for on-prem deployment, as well as any other software and related components, scripts, and packages made Generally Available by TL to its licensees and provided by or on behalf of TL to Participant in connection with the Agreement, as may be updated by TL from time to time.

1.18. “**Partner Portal**” means the web site(s) used by TL for administration and communication with participants in the TL Program, if any, and any related or successor sites.

1.19. “**Program Documentation**” means the TL Program Guide, TL Program materials and resources available within the Partner Portal or otherwise provided to Participants in writing that state they are subject to the Agreement (e.g., the Approved Country List, the Opportunity Registration Policy, Rate Cards, Price Lists).

1.20. “**Participant Offerings**” means services provided by Participant to End Users utilizing the Licensed Products.

1.21. “**Support Materials**” means any non-GA materials provided by TL provided by TL as part of Support Services.

1.22. “**Support Services**” means the maintenance and support services that are provided by TL to Participant and End Users.

1.23. “**TL Marketing Materials**” means the TL collateral, advertisements, promotional materials, white papers, case studies, media, and other content that may be provided by TL to assist Participant in marketing the TL Offerings.

1.24. “**TL Offerings**” means the Licensed Products, Support Materials, Support Services, and Training, and any other software or services made available by TL to Participants or End Users under the TL Program from time to time.

1.25. “**TL Program**” means TL Partner Program and its suite of partnership opportunities for companies that wish to sell TL Offerings or provide Participant Offerings, as such program may be updated or rebranded from time to time.

1.26. “**TL Program Guide**” means program guide(s) applicable to the various Partner Tracks, together with attached or referenced documents, which shall be provided by TL to Participant or made available in the Partner Portal and which may be updated by TL from time to time in accordance with Section 2.

1.27. “**TL Trademarks**” means all names, marks, logos, designs, trade dress and other brand designations used by TL in connection with the TL Offerings.

1.28. “**Territory**” means the geographic location(s) or other markets in which TL authorized Participant to participate in any given Partner Track as set forth in the Partner Track Terms.

1.29. “**Training**” means any Licensed Product training provided by TL in connection with the Agreement.

2. ENROLLMENT; ADMINISTRATION

2.1. **Partner Track Terms.** Upon receipt of a Track Appointment Confirmation, Participant is entitled to exercise the rights and receive the benefits set forth in the applicable Partner Track Terms and the Program Documentation, in each case subject to the terms of the Agreement and Participant’s compliance therewith. Participant acknowledges that (i) the rights and responsibilities of Participant under any given Partner Track are more fully described in the applicable Partner Track Terms and the TL

Program Guide, (ii) TL reserves the right to make periodic updates to the TL Program Guide, the Program Documentation, and the Partner Track Terms which will affect the rights and obligations of Participant under the TL Program, in each case on a going-forward and non-discriminatory basis; provided, however, that no such updates will introduce new, or alter existing (a) limitations of liability, (b) indemnities, or (c) rights in or to the other party's intellectual property or Confidential Information, in each case under the Agreement, (iii) any such updates are effective upon notice (except for non-material updates, such as new training courses or sales material, which are effective immediately), (iv) such notices may be provided by TL via any reasonable medium, including the Partner Portal or via email to any email address(es) provided to TL by Participant in connection with its participation in the TL Program, (v) TL may introduce new Partner Tracks and related Partner Track Terms and Participant may apply to be enrolled in such new Partner Tracks, (vi) in the event Participant does not wish to continue its participation in the TL Program, it may cease acting as an authorized TL Program participant and may terminate the TL Partner Program Agreement and any Partner Track Terms in accordance with their respective terms. Notwithstanding the foregoing, any updates by TL, which may include, without limitation, cancelling the TL Program or any Partner Track, materially changing any of the criteria for participation in the TL Program or any Partner Track, terminating any benefits associated with any Partner Track, or adding additional material terms, restrictions, and conditions applicable to any TL Program benefits shall be subject to a prior ninety (90) days written notice to Participant.

2.2. **Not For Resale and Demonstration Licenses.** In connection with Participant's enrollment in any given Partner Track, TL may grant Participant a not-for-resale license to access and use certain Licensed Products in accordance with the Terms of Use set forth at <https://www.twelvelabs.io/terms-of-use>, unless the parties have executed a separate agreement governing such rights.

2.3. **Program Documentation.** TL shall make Program Documentation available to Participant. TL hereby grants to Participant a limited, revocable, non-exclusive, non-transferable right and license to use the Program Documentation solely for its internal business purposes to facilitate its participation in one or more Partner Tracks. Participant shall not remove any proprietary notices (e.g., copyright and trademark notices) from the Program Documentation.

2.4. **Territory.** Participant agrees it will not engage in any activities under the Agreement with any Authorized Partner or End User that is not located in the applicable Territory. If approached by a prospective Authorized Partner or End User outside the applicable Territory, Participant agrees to forward to TL all such inquiries.

2.5. **No Subcontracting.** To the extent permitted by law, Participant may not authorize or appoint any subcontractors or other third parties to exercise its rights or perform its obligations hereunder without TL's prior written consent. Participant agrees that if, in compliance with this Section, Participant engages subcontractors or other third parties to exercise its rights or fulfill its obligations under the Agreement, Participant shall obtain written representations of compliance with each applicable provision in the Agreement, including, without limitation, Section 8 (Compliance with Laws), from each such subcontractor or other third party and Participant is and will be fully liable for all acts or omissions for each of the foregoing third parties.

2.6. **Reserved Rights.** TL reserves all rights not specifically granted in the Agreement, including but not limited to, the right, to advertise, promote, market and sell the TL Offerings, and to appoint third parties to advertise, promote, market and resell the TL Offerings, including, without limitation, to End Users. TL also reserves the right to add or remove TL Offerings at any time and to modify any feature, functionality, or support with respect to existing TL Offerings.

2.7. **Participant Offerings.** Participant shall be solely responsible for its products and services and Participant Offerings and shall not state or imply that any Participant products and/or services or Participant Offerings have been developed, endorsed, reviewed or otherwise approved by TL.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1. **TL Intellectual Property.** The TL Offerings and Documentation contain material that is protected by copyright, patent, trade secret law, and other intellectual property law, and by international treaty provisions. All Intellectual Property Rights in the TL Offerings, Documentation, Program Documentation, TL Marketing Materials, and other Confidential Information provided by TL remain the sole and exclusive property of TL or its licensors, as applicable (collectively, "**TL Intellectual Property**"). Participant agrees and acknowledges that (i) TL is and will be the exclusive owner of all right, title, and interest in and to all software, programming, tools, documentation, materials, and other Intellectual Property Rights of any kind used, developed, or delivered by TL to Participant or any End User or Authorized Partner in connection with the Agreement; and (ii) this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code. Participant shall preserve all TL Intellectual Property from any liens, encumbrances, and claims of any individual or entity. Participant shall provide prompt written notice to TL if it becomes aware of: (i) any actions by any third party which could reasonably be expected to violate any of TL's Intellectual Property Rights; (ii) any expected or alleged breach of the Enterprise Terms of Service by a third party; or (iii) any unlicensed use or copying of the Licensed Product(s). If requested by TL, Participant shall assist TL in the investigation or prosecution of any such violations or

breaches, provided that all reasonable and pre-approved costs and/or expenses of such investigation or prosecution incurred by Participant will be borne by TL.

3.2. **Participant Feedback.** Participant may provide suggestions, comments or other feedback (collectively, "**Feedback**") to TL with respect to the TL Offerings, Documentation, Program Documentation, or TL Marketing Materials. Feedback is voluntary. TL may use Feedback for any purpose without obligation or accounting of any kind. Participant hereby unreservedly assigns to TL all Intellectual Property Rights in the Feedback and will execute any documents as necessary to perfect such grant.

4. FEES AND EXPENSES; DELIVERY AND TAXES

4.1. **Fees and Expenses.** Notwithstanding anything else to the contrary, if Participant orders from an Authorized Partner, final commercial terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Participant and such Authorized Partner. The Agreement will govern TL's provision and Participant's license to the Licensed Products whether Participant orders the TL Offerings from TL or an Authorized Partner. If Participant orders directly from TL, (i) Participant will pay Fees directly to TL and TL will fulfill all orders; and (ii) the parties will enter into a schedule(s) that describe the TL Offerings to be acquired by Participant (each a "**Schedule**"). The Agreement applies to any Schedule that references the Agreement. A purchase order may be utilized as a Schedule. The purchase order must reference the applicable current approved TL-provided quote issued to Participant for the TL Offerings ("**Quote**") and the Agreement, which will be deemed incorporated by such reference. If Participant and TL enter into an executed Schedule, Participant shall issue a purchase order to TL for the transaction contemplated by such Schedule. Notwithstanding anything else to the contrary, any terms and conditions in the purchase order that conflict or are inconsistent with the Quote or the Agreement will have no force or effect. The purchase order will not add or remove terms from the Quote or the Agreement. TL further reserves the right to expressly reject any purchase order that does not comport to the requirements of this Section. Unless otherwise set forth in a Schedule, (a) Fees for TL Offerings will be billed on an annual basis, payable in advance; and (b) all amounts to be paid by Participant are due and payable thirty (30) days after Participant's receipt of an invoice. Payments 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. All payments not made by Participant when due will be subject to late charges of the lesser of (i) one percent (1%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Participant shall pay all court costs, fees, expenses and reasonable attorneys' fees incurred by TL in collecting delinquent Fees. Except as expressly provided in the Agreement, any sums when paid shall be non-refundable.

4.2. **Taxes.** All amounts payable by Participant to TL under the Agreement are exclusive of any taxes, levies, or duties, of any nature, that may be assessed by any jurisdiction (collectively "**Taxes**"). Participant is responsible for paying all Taxes including sales, use, excise, import or export values or fees, stamp duties, foreign withholding (if applicable to paying jurisdiction), value-added, personal property, or any other tax resulting from the delivery, possession, or use of the TL Offerings. Taxes do not include any taxes payable by TL for its employees or for its net income. All Licensed Products will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Participant may provide TL with a primary place of use for the TL Offerings or physical address of the download site for electronically-delivered software or hardware. This address will be used as the "shipped to address" on all invoices. If Participant does not provide a primary place of use then Participant's purchase order "ship to address" will be used for these purposes. Participant will pay all Taxes relating to, or under the Agreement, unless Participant is exempt from the payment of such Taxes and provides TL with evidence of valid exemption certificate(s). If its tax status changes, Participant must notify TL in writing (email is sufficient) at least 30 days in advance of Participant's next billing cycle. If TL becomes entitled to a refund or credit of Taxes previously paid by Participant pursuant to this Section, any such refunded or credited amounts (including any interest received thereon) shall be promptly granted as a credit memo against Participant's account or, upon Participant's request, paid over to Participant. Unless Participant and TL agree otherwise, Participant will make no deduction from any amounts owed to TL for any un-invoiced taxes of any type. Participant agrees to increase the amount payable as necessary so that after making all required deductions and withholdings, TL receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Subject to applicable Laws, TL will cooperate with Participant to reduce the amount of applicable withholding taxes and Participant will not take any action that is prejudicial to obtaining an available tax exemption by TL. Upon Participant's written request, TL will provide Participant with written proof that it has made all registrations and reports required for these tax payments. If TL claims a tax exemption that may affect any obligations of Participant, TL will disclose this exemption to Participant on a timely basis and provide Participant with all exemption documentation requested by Participant. Participant will indemnify TL from and against any disputed taxes, including interest and penalties, on the TL Offerings by the taxing authorities. If the taxation of the item(s) is disputed by the taxing authorities, TL will notify Participant, if practical, to work with Participant and the taxing authorities to

minimize any potential deficiencies.

5. RECORDS AND AUDIT

5.1. **Records.** Participant will maintain detailed, complete, clear, and accurate records documenting Participant's compliance with the terms and conditions of the Agreement (including records relating to the use, distribution or resale of the TL Offerings) (collectively, "**Records**") during the Term and for a period of 5 years following the termination or expiration of the Agreement (or for such longer period as required by applicable local law) ("**Record Retention Period**").

5.2. **Audit.** Upon TL's request but no more than once per year, during the Term and the Record Retention Period, Participant shall provide copies of such Records to TL. In the event TL has a reasonable belief that the Records are incomplete or inaccurate, TL may audit Participant's compliance with the Agreement itself or using a reputable third-party auditor subject to confidentiality restrictions at least as protective as this Agreement. TL will provide at least thirty (30) days' advance notice of any audit and will conduct (i) the audit during Participant's standard business hours; and (ii) in such a manner as to not unreasonably interfere with Participant's business. If the Records or the audit reveal an underpayment of any amount payable hereunder, Participant shall promptly remit such amount to TL. If the Records or the audit reveal an underpayment of more than ten percent (10%), Participant shall reimburse TL for the reasonable costs of the audit. Payment of the foregoing amounts shall be in addition to and cumulative of all other rights and remedies available to TL hereunder, at law, or in equity.

6. TRADEMARK USAGE

6.1. **TL Trademarks.** The TL Trademarks are the property of TL. The Agreement gives Participant no rights therein, and Participant may not use any of the TL Trademarks except to the extent set forth in the applicable Partner Track Terms or Program Documentation or otherwise pursuant to TL's prior written approval. To the extent Participant is granted a trademark license in the applicable Partner Track Terms or Program Documentation, Participant acknowledges and agrees (a) TL must be referenced as the owner of the trade name or trademark; (b) Participant's usage of the TL Trademarks shall be in accordance with any trademark usage guidelines published on TL's website and which may be amended by TL from time to time in its discretion ("**TL Trademark Usage Guidelines**"); (c) Participant agrees to reproduce all trademarks, trade names, copyright, and other proprietary notices on all TL Offerings; (d) all use of the TL Trademarks, or goodwill therefrom, shall inure to the benefit, and be on behalf, of TL; and (e) its use of the TL Trademarks shall not create in it, nor shall it represent it has, any right, title, or interest in or to such TL Trademarks other than the license expressly granted in the Partner Track Terms or Program Documentation. In addition, Participant shall: (i) not create a unitary composite mark involving a TL Trademark without the prior written approval of TL; and (ii) display symbols and notices clearly and sufficiently indicating the trademark status and ownership of the TL Trademarks in accordance with applicable trademark law and practice and the requirements of this Section. TL may, in its sole discretion, immediately terminate any license to the TL Trademarks if Participant engages in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the TL Trademarks or the goodwill or reputation of TL or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations that would disparage the TL Trademarks. Participant may not market any offering under any name similar to a TL Trademark or product title.

6.2. **Participant Trademarks; Marketing.** Participant grants to TL a limited, nonexclusive, worldwide right to use Participant's name and trademarks on TL's partner list(s) or websites solely for the purpose of promoting Participant's role as a participant in the TL Program, but TL shall have no obligation to do so. Any such use shall be in conformance with Participant's trademark guidelines to the extent provided in writing to TL. Participant agrees that, notwithstanding any opt-out or unsubscribe requests received by Participant's agents prior to the Effective Date, TL may send marketing communications relating to the TL Program and the TL Offerings to Participant's agents.

6.3. **Press Releases.** Neither party may issue any press release regarding the existence or content of the Agreement without the other party's prior written approval (which may be via email). Notwithstanding the foregoing, the parties may use content in a press release where that same content is substantially similar to content that has been previously approved by the other party in accordance with the provisions of this Section.

7. **EXPORT AND IMPORT.** Participant acknowledges that the TL Offerings, which contain encryption, are subject to the export, import, economic sanctions, and trade restriction laws, regulations and requirements of the United States and other countries including European Union regulations. TL will reasonably cooperate, in TL's discretion, in assisting Participant with respect to an application for any required export or import licenses and approvals; however, Participant agrees and acknowledges that it is Participant's ultimate responsibility to comply with all export and import laws and that TL has no further responsibility after the initial sale to Participant within the original country of sale, including Participant's importation of the TL Offerings into other countries. Without limiting the foregoing, Participant agrees that it will not export, re-export, re-transfer, or provide access to TL Offerings in contravention of the foregoing, or provide TL Offerings to any person, in any jurisdiction, or to any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Participant will

not export or use the TL Offerings to or in any country not supported by TL, including, but not limited to, embargoed and sanctioned countries as promulgated by the United States Government. Participant will defend and indemnify TL and its Affiliates, and its and their respective shareholders, directors, officers, managers, members, employees, agents, and contractors ("**Representatives**"), from and against any third-party Claims arising out of Participant's breach of this Section, and any Costs resulting from the defense or settlement of such Claims.

8. COMPLIANCE WITH LAWS

8.1. **Compliance.** Participant must fully comply with international, national, state, and local laws and regulations (collectively, "**Laws**") as they relate to Participant's performance of the Agreement, including those Laws governing the transportation, use, distribution, and/or sale of TL Offerings and/or the performance of services during the Term of the Agreement.

8.2. **Registration; Licensing.** Participant represents and warrants that it, and its employees, agents, and representatives, are authorized to act in the capacity contemplated by the Agreement in accordance with all Laws. Further, Participant has complied with all applicable registration and licensing requirements.

8.3. **Anti-Corruption Laws.** Participant represents and warrants that it is and will be in compliance with all applicable anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any applicable local anti-corruption laws. Participant and its employees, agents and contractors who are engaged in marketing, licensing, distributing or using the TL Offerings shall comply with any Anti-Corruption Policy made available on TL's website ("**ACP**"), including but not limited to (a) the restrictions on giving, directly or indirectly, anything of value to a government official in order to influence an official act and (b) the requirement to provide immediate notice to TL of any violations, and such other ACP-related requirements applicable to Participant in the Program Documentation.

8.4. **Notice of Government Officials.** Participant represents and warrants that, unless disclosed to TL in a separate written statement, none of its employees, directors, officers or principals is a Government Official (as defined in the ACP) with jurisdiction over the Agreement or those portions of TL's business related to the Agreement. If at any time during the Term of the Agreement any employee, director, officer, or principal is named, appointed, or otherwise becomes a Government Official with jurisdiction over the Agreement or those portions of TL's business related to the Agreement, the Participant will notify TL in writing within 5 business days.

8.5. **Privacy.** Participant will comply with the privacy obligations related to Personal Data as set forth in Section 13 (Personal Data).

9. INDEMNIFICATION

9.1. **IP Indemnity.** TL will defend Participant against any third-party Claim that the Licensed Products (a) infringe a United States patent, copyright, or trademark, or (b) misappropriate a trade secret, and will indemnify Participant for any Costs awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by TL. The foregoing obligation of TL is contingent upon Participant complying with Section 10 (Indemnification Procedure). If a claim of infringement under this Section occurs, or if TL determines a claim is likely to occur, TL will have the right, in its sole discretion, to either: (i) procure for Participant the right or license to continue to use the Licensed Product free of the infringement claim; or (ii) modify the Licensed Product to make it non-infringing, without loss of material functionality; or (iii) replace the Licensed Product with a functionally equivalent, non-infringing software or offering. If either of these remedies is not reasonably available to TL, TL may, in its sole discretion, immediately terminate the Agreement and provide a prorated refund of Fees to Participant corresponding to the unused portion of the term of the applicable licenses. Participant shall be responsible for refunding any relevant portion of the Fees to any End Users and shall indemnify and hold TL harmless from and against any Costs arising from claims by End Users relating to Participant's failure to refund such Fees or Participant's promise of any additional remedy.

9.2. **Excluded Claims.** Notwithstanding the foregoing, TL shall have no obligation with respect to any claim of infringement that is based upon or arises out of the following: (i) the use or combination of the Licensed Product with any third-party hardware, licensed product, products, data or other materials, including Participant's own products, services, systems and data; (ii) modification or alteration of the Licensed Products by anyone other than TL; (iii) Participant's or an End User's use of the Licensed Products in excess of, or otherwise not in compliance with, the rights granted in this Agreement or the Enterprise Terms of Service; (iv) any third-party components; or (v) a business method or process that is inherent to Participant or the End User's business.

9.3. **Exclusive Remedy.** The foregoing provisions of this Section state Participant's sole and exclusive remedy and the sole and exclusive obligations and liability of TL and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Products and/or the Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

9.4. **Participant Indemnity.** Participant shall defend TL and its Representatives from and against any third party Claim arising from or related to: (a) any representations or warranties to an End User or Authorized Partner in excess of, or in conflict with, those set forth in the Agreement, the Enterprise Terms of Service or the Documentation; (b)

Participant's own products and services including, without limitation, the Participant Offerings, or the products and services of third parties provided by or through Participant; or (c) the alleged infringement or misappropriation of a third party's Intellectual Property Rights by Participant or the Participant Offerings, and will indemnify TL for any Costs awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by Participant. The foregoing indemnity obligations of Participant apply whether any underlying actions are taken by Participant or by its agents, resellers, distributors, or other third parties acting on Participant's behalf.

10. INDEMNIFICATION PROCEDURE. A party seeking indemnification ("**Indemnified Party**") shall notify the indemnifying party ("**Indemnifying Party**") promptly in writing of any indemnity claim for which it seeks indemnification. If requested by the Indemnified Party, the Indemnifying Party shall conduct the defense of any such claim and any related settlement negotiations. The Indemnified Party will permit the Indemnifying Party sole authority to control the defense or settlement of such claim, and will provide the Indemnifying Party with reasonable assistance in connection therewith. The Indemnified Party may participate in the defense at its sole cost. The Indemnifying Party must not make any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party, or which is otherwise detrimental to the Indemnified Party's interests, without the Indemnified Party's prior written consent.

11. WARRANTY; DISCLAIMER OF WARRANTIES

11.1. Each party warrants that it has the full right and power to enter into this Agreement.

11.2. Participant covenants, warrants, and represents that (a) all information provided to TL pursuant to the Agreement is true and correct, and (b) it shall perform its obligations in a professional and workmanlike manner and in accordance with the Agreement.

11.3. Participant shall make no warranties, express or implied, on behalf of TL or in respect of the TL Offerings.

11.4. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT OR IN THE ENTERPRISE TERMS OF SERVICE, THE TL OFFERINGS ARE PROVIDED ON AN "AS AVAILABLE," "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TL AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE TL OFFERINGS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. TL DOES NOT WARRANT THAT THE TL OFFERINGS WILL MEET PARTICIPANT'S OR ITS END USER'S REQUIREMENTS; THAT PARTICIPANT'S OR ITS END USER'S USE OF THE TL OFFERINGS WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS; THAT THE OPERATION OF THE TL OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS OR DEFECTS IN THE TL OFFERINGS WILL BE CORRECTED. TL DOES NOT PROVIDE WARRANTIES WITH RESPECT TO ANY NON-GA PRODUCTS, SCRIPTS, CONTENT, OR OTHER TECHNOLOGIES, INCLUDING THE SUPPORT MATERIALS AND ANY INFORMATION OR ADVICE PROVIDED BY TL PERSONNEL IN THE COURSE OF PROVIDING SUPPORT SERVICES. TL HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY PRODUCTS OR TECHNOLOGIES USED BY PARTICIPANT OR ITS END USER WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH THE TL OFFERINGS. If applicable law affords Participant implied warranties, guarantees or conditions despite these exclusions, those warranties will be limited to one (1) year from the Effective Date and Participant's remedies will be limited to the maximum extent allowed by this Section and Section 14 (Limitation of Liability). No oral or written information or advice given by TL or its authorized representatives will create any other warranties or in any way increase the scope of TL's obligations in the Agreement.

12. CONFIDENTIAL INFORMATION

12.1. The parties agree to hold each other's Confidential Information in strict confidence and not to use each other's Confidential Information for any purpose other than for the purpose of carrying out its obligations or exercising its rights under the Agreement (the "**Purpose**") and not to make each other's Confidential Information available in any form to any third party (other than the receiving party's authorized Affiliates, employees, agents or consultants who have a need to know such information for the Purpose) provided that in no event shall Participant disclose any TL Confidential Information to any TL competitor unless approved in writing by TL. The receiving party shall have an appropriate agreement with each such employee, agent, or Affiliate sufficient to enable receiving party to comply with all terms of the Agreement and shall be responsible for any breach of this section by such employees, agents, consultants or Affiliates. The receiving party will use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, but in no event less than reasonable care.

12.2. "**Confidential Information**" means, with respect to a party hereto, all information or material which (i) is marked as confidential or proprietary; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. TL's Confidential Information includes, but is not limited to, the TL Offerings, Documentation, Program Documentation (unless otherwise noted on the applicable Program Documentation), pricing, techniques, processes and technical and marketing information which is supplied by TL or a third party to Participant in connection with the Agreement or is prepared by Participant and is a copy of or derivative work of TL's

Confidential Information or from which TL's Confidential Information can be inferred or otherwise disclosed. "Confidential Information" includes information concerning End Users, whether received directly from such End Users or indirectly through the other party.

12.3. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation under this Section with respect to Confidential Information which the receiving party can show: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party without any confidentiality restriction; or (iii) is independently developed by the receiving party without any use of the disclosing party's Confidential Information. Participant may not use any Confidential Information or data disclosed by TL in connection with the Agreement to contest the validity of any TL intellectual property. Any such use of TL's Confidential Information and data shall constitute a material, non-curable breach of the Agreement.

12.4. The receiving party will notify the disclosing party in writing immediately after learning of or having reason to suspect any breach of this Section. If the receiving party is required to disclose Confidential Information pursuant to Laws, to the extent permissible under the applicable Laws, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

12.5. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

13. PERSONAL DATA. The parties do not contemplate disclosing personally identifiable information ("**Personal Data**") other than business contact information disclosed in the ordinary course of business under the Agreement. The parties will use good faith efforts to limit the amount of Personal Data shared to the minimum required to perform under this Agreement. Participant represents that (a) it has provided any necessary notices and has sufficient rights in such Personal Data to disclose it to TL and to permit TL's intended use thereof in connection with the Agreement (including as needed to permit cross-border transfers of Personal Data to TL, if any), and (b) TL's use of the Personal Data will not infringe or violate the intellectual property, publicity, privacy, or other rights (including any privacy and data protection Laws) of any third party.

14. LIMITATION OF LIABILITY

14.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS OR VENDORS OR TL'S AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR DAMAGES FOR PERSONAL INJURY, LOST PROFITS, REVENUES, OR GOODWILL, LOST DATA, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT OF THE AGREEMENT OR THE USE OR INABILITY TO USE THE TL OFFERINGS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) IN ANY CASE, THE ENTIRE LIABILITY OF EACH PARTY AND ITS SUPPLIERS AND VENDORS AND TL'S AFFILIATES UNDER THE AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE GREATER OF (A) THE FEES PAID OR PAYABLE BY PARTICIPANT TO TL UNDER THE AGREEMENT, IF ANY, DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY OR (B) ONE THOUSAND U.S. DOLLARS. THE FOREGOING IS INTENDED TO BE AN AGGREGATE LIMIT, NOT PER INCIDENT. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION 14 (LIMITATION OF LIABILITY) SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SECTION 14.1 DOES NOT APPLY TO OR LIMIT LIABILITY OR DAMAGES ARISING UNDER OR RELATED TO: (A) A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, (B) EACH PARTY'S RESPECTIVE INDEMNIFICATION AND DEFENSE OBLIGATIONS, (C) PARTICIPANT'S PAYMENT OBLIGATIONS, (D) PARTICIPANT'S BREACH OF SECTIONS 3 (INTELLECTUAL PROPERTY OWNERSHIP), 4 (FEES AND EXPENSES, TAXES), 6 (TRADEMARK USAGE), 7 (EXPORT AND IMPORT), OR 8 (COMPLIANCE WITH LAWS), OR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING VIOLATION OF ANY LICENSE GRANTS OR LIMITATIONS OR (E) A PARTY'S BREACH OF SECTION 12 (CONFIDENTIAL INFORMATION).

15. TERM AND TERMINATION

15.1. Term. This Agreement shall begin on the Effective Date and will continue in effect until terminated in accordance with its terms (the "**Term**"). If no Partner Track Terms have been entered into by the parties or all Partner Track Terms have been terminated in accordance with their terms, either party may terminate this Agreement for convenience at any time upon written notice. Unless pursuant to Sections 9.1 (IP

Indemnity), 15.2 (Termination for Cause) or 18.7 (Force Majeure) of this Agreement, neither party may terminate this Agreement without cause until and unless all Partner Track Terms entered into pursuant hereto have been terminated.

15.2. Termination for Cause. Notwithstanding Section 15.1 (Term), either party may terminate the Agreement or any Partner Track Terms, immediately for cause if: (i) the other party engages in any unlawful business practice, (ii) the other party breaches the Agreement and if such breach is capable of remedy, has failed to remedy the breach within 30 days of receipt of a written notice from the first party specifying the breach and requiring it to be remedied, (iii) the other party or its property is subject to insolvency or receivership procedures, (iv) the other party becomes unable to pay its debts as they mature, (v) the other party makes an assignment for the benefit of creditors, or (vi) the other party becomes the subject of any other proceeding under any bankruptcy, insolvency or debtor's relief law. Should Participant, in TL's reasonable opinion, fail to comply with the Section titled Records and Audit (Section 5) or the Section titled Compliance with Laws (Section 8), or TL reasonably suspects that Participant's acts or omissions may relate to the infringement or misappropriation of TL's Intellectual Property Rights, TL may immediately (a) suspend the Agreement or (b) terminate the Agreement.

15.3. Rights and Obligations Upon Termination. Upon termination of the Agreement all rights and licenses granted pursuant to the Agreement shall terminate and revert to TL. In addition, upon termination or expiration of the Agreement, Participant shall (a) immediately terminate all use of TL's Confidential Information and shall return all copies thereof to TL or, at TL's instruction, shall certify in writing that it has destroyed such Confidential Information, (b) to the extent Participant was granted the right to use TL Trademarks pursuant to the Partner Track Terms, immediately cease any and all use of, and remove from its web site, all TL Trademarks and any links to a TL website, (c) return to TL all Documentation, Program Documentation, TL Marketing Materials, and other written information, (d) cease any resale, license or other distribution of TL Offerings, (e) cease accepting orders for TL Offerings, (f) no longer identify or hold itself out as a TL participant in the TL Program, and (g) except as otherwise provided in the applicable Partner Track Terms or Schedules, (x) cease using all TL Offerings and related materials provided in relation to the Agreement and (y) immediately pay all amounts owed by Participant to TL in relation to the Agreement.

15.4. Employment Law. TL shall have no obligation to Participant or to any of its employees for compensation or damages of any kind arising out of termination of the Agreement, whether on account of the loss by Participant, or by such employees of present or prospective sales, investments, compensation or goodwill. Participant, for itself and on behalf of each of its employees, hereby waives any rights which may be granted under any applicable termination, employment, social security or other similar laws or regulations, and Participant hereby indemnifies and holds TL harmless from and against any and all such claims, costs, damages and liabilities whatsoever asserted by any employee.

16. ASSIGNMENT. The Agreement is not assignable by Participant, whether by stock sale, merger, sale of assets or operation of law, and the obligations imposed on Participant may not be delegated without TL's prior written authorization. Any attempt to assign or transfer any of the rights, duties, or obligations under the Agreement shall be null and void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the respective parties hereto and their permitted successors and assigns.

17. INSURANCE. Participant shall maintain such types and limits of insurance as is customary for a company of similar size and similar operations to Participant in the jurisdiction(s) in which Participant's operations take place, including, without limitation, general liability and errors and omissions policies with limits of not less than \$1,000,000 U.S. Dollars.

18. MISCELLANEOUS

18.1. Independent Contractors. In performing its obligations and exercising its rights under the Agreement, Participant is an independent contractor, acting at its own risk and neither TL nor Participant is a legal representative, agent, partner, employee, or franchisee of the other, nor does the Agreement create a joint venture between TL and Participant. Subject to Section 12 (Confidential Information) and TL's Intellectual Property Rights, the parties agree that either party is free to enter into similar agreements with other parties. Participant shall not represent itself as TL's agent or representative.

18.2. Non-Waiver. Failure by either party to insist on strict performance or failure to exercise a right when entitled does not prevent either from doing so at a later time, either in relation to that default or any subsequent one.

18.3. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent

permissible and the remaining provisions of the Agreement will remain in full force and effect. The parties are obliged to negotiate a valid provision that has the same commercial effect to replace the invalid provision.

18.4. Choice of Law; Venue. The validity, construction and performance of the Agreement and the legal relations among the parties to the Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in San Francisco County, California and the parties submit to the personal jurisdiction of such courts for purposes of any action or proceeding.

18.5. Survival. The terms of Sections 1, 3, 4, 5, 7, 9, 10, 11.4, 12, 14, 15, and 18, together with any other terms necessary for the interpretation or enforcement of the Agreement, survive termination of the Agreement.

18.6. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement and no term of the Agreement shall be enforceable by a person who is not a party to the Agreement.

18.7. Force Majeure. Except for payment obligations, neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, natural disasters, acts of God, pandemics, judicial action, or failure or delay in delivery by common carriers. In the event that such delay of a party's performance continues for 30 days, the other party may terminate the Agreement by written notice.

18.8. Merger; Amendment. The Agreement (which includes the Documentation, Program Documentation, Appointment Confirmations, any Partner Track Terms entered into by the parties, and any other documents incorporated by reference herein, as applicable) constitutes the entire understanding between TL and Participant and supersedes any and all proposals, oral or written, all communications and all prior agreements between the parties relating to this subject matter hereof; the Agreement supersedes the nondisclosure agreement entered into by Participant and TL Inc., if any, during Participant's inquiry, registration, or application process in respect of the TL Program. In the event of a conflict between the terms of such documents, the order of precedence is as follows: (a) Partner Track Terms; (b) the main body of this TL Partner Program Agreement without taking into account the Partner Track Terms; (c) Program Guide; (d) all other Program Documentation; (e) all other Documentation; (f) Appointment Confirmations; in each case except to the extent any of the foregoing documents expressly supersedes a conflicting provision in another by reference thereto. In particular, any additional or different terms contained in any purchase order or other similar transaction document provided by Participant shall be deemed rejected by TL and have no force or effect, notwithstanding TL's having fulfilled same. TL reserves the right to update any URLs set forth in the Agreement from time to time. Except for the rights of amendment reserved by TL herein, the Agreement may be amended or modified only by written agreement between the parties, which can include electronic signature, but may not be modified by email or any oral communication by the parties.

18.9. Counterparts. This Agreement may be executed in any number of counterparts or valid electronic signature, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

18.10. Notice. Any notice given under or in relation to the Agreement will be in writing and signed by or on behalf of the party giving it and may be served by delivering it personally with receipt or by sending it by courier, recorded delivery or registered mail. Notwithstanding the foregoing, Participant agrees that TL may also deliver any notice related to the Agreement (i) by posting such notice on the Partner Portal or (ii) by emailing such notice to any email address(es) provided to TL by Participant in connection with its participation in the TL Program.

18.11. Construction. The Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of the Agreement.

18.12. Severable Liability. Each TL party to this Agreement enters into this Agreement solely on its own behalf and each TL party is and will be solely severally liable for any breaches of the Agreement by such party and in no event shall any TL party be liable for breaches of the Agreement by any other party hereto. Participant acknowledges and agrees that the TL party fulfilling any given order under this Agreement is dependent on the bill-to address of Participant with the TL entity domiciled in Korea fulfilling orders for Participants domiciled in Korea and the TL entity in the U.S.A. fulfilling all other orders and only the TL party that has fulfilled a given order is responsible for such order under the Agreement.