

TWELVELABS PARTNER PROGRAM PARTNER TRACK TERMS FOR SOFTWARE INTEGRATIONS

NOVEMBER 10, 2025; VERSION 1

These Partner Track Terms apply upon appointment of Participant to the Software Integration Partner Track (“**Effective Date**”), as evidenced by a Track Appointment Confirmation from TL, and are subject to and incorporated into the TwelveLabs Partner Program Agreement (“**TPPA**”) between Participant and TL. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

1. LICENSE GRANT AND RESTRICTIONS; TITLE.

1.1 License Grant. Subject to Participant’s compliance with the terms and conditions of this Agreement, during the Term, TL grants to Participant a limited, revocable, non-exclusive, as-is, non-transferable, non-sublicensable license solely to use and copy certain Licensed Products in a non-production environment in accordance with and subject to the Documentation solely for the purposes of (i) internally testing, training, and familiarizing Participant’s personnel with the Licensed Products (ii) conducting non-production demonstrations of the Licensed Products for current and prospective customers of TL, and (iii) developing, testing, demonstrating, licensing (subject to Section 1.2), and deploying a software integration designed to communicate with or connect to the Licensed Products by transferring data to and/or from the Licensed Products via API or otherwise to Participant’s software products or those of a third party (such integration, the “**Integration Software**,” and “**Third-Party Software**,” respectively), in each case subject to the terms of this Agreement (collectively, the “**Purpose**”). The term, “Licensed Products,” includes the Documentation. The parties acknowledge and agree that access to the Licensed Products is controlled via API credentials and/or login credentials (collectively, “**Credentials**”) and Participant is responsible for maintaining the secrecy and security thereof.

1.2 Integration Software. Participant may only make Integration Software (or any material update thereto) available to third parties (i) following compliance with TL’s pre-deployment protocol for new Integration Software (which includes a sign-off procedure and quality assurance testing) as set forth in the Program Documentation, and (ii) under Participant’s own license. Participant’s license will be solely between Participant and such third parties, and Participant’s license terms may not make any representations about, or purport to bind TL to such license terms. Such license must include a restriction that Integration Software will only be used in connection with the Licensed Products.

1.3 Restrictions. Notwithstanding §1.1 and §1.2, Participant shall not and shall not authorize others to (a) reverse engineer, disassemble, decompile, decode, translate, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Licensed Products, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary, (b) make modifications to, or create derivative works from the Licensed Products; (c) rent, sell, resell, distribute, sublicense, rent, loan, transfer, disclose or lease the Licensed Products; (d) use the Licensed Products for Participant’s own needs or in the operation of a managed service or service bureau; (e) use the Licensed Products in excess of the express rights granted herein; (f) remove, alter, obscure or modify any proprietary or intellectual property notices on the Licensed Products; (g) use the Licensed Products, Confidential Information, or TL trade secrets or anything else learned during use of the Licensed Products to in any other way to compete with TL or to assist a third party in competing with TL; (h) provide to any third party the results of any benchmark tests or other evaluation of the Licensed Products; (i) attempt to disable or circumvent any technological measures intended to control use or copying of or access to the Licensed Products; (j) allow any person other than Participant’s authorized officers and employees who have a need to access the software to accomplish the Purpose to access or have access to the Licensed Products; (k) encourage or assist any third party to do any of the foregoing. Any violation of this Section shall constitute a material, non-curable breach of this Agreement.

1.4 Acceptable Use Policy. Participant’s use of any Licensed Products shall be in accordance with TL’s then-current Documentation and TL’s Acceptable Use and Conduct Policy made available at <https://www.twelvelabs.io/aup> (“**AUP**”).

1.5 Incorporated Terms from Enterprise Terms of Service. The parties acknowledge and agree that Sections 3.4 (Usage Data), 7.1 (Compliance), 7.2 (High-Risk Activities and Sensitive Data), and 13.2 (Feedback) of the Enterprise Terms of Service are hereby incorporated into these Partner Track Terms with “Customer” meaning Participant and “Provider” meaning TL for the purposes hereof.

1.6 System Configuration. Hardware and software requirements for proper installation and use of the Licensed Products are set forth in the relevant Documentation. Participant is solely responsible and fully liable for purchasing, providing, installing, and using all required equipment, networks, peripherals, third-party software and hardware, including, but not limited to, third-party software, scripts, or other technologies that may interoperate and be used in conjunction with the Licensed Products, all of which are expressly excluded from any warranty, indemnity, and support obligations described elsewhere in the Agreement.

1.7 Participant Data. As between the parties, Participant and its licensors, partners, or suppliers will retain all right, title and interest (including any and all intellectual property rights) in and to any data or data files of any type that are uploaded by or on behalf of Participant to the TL Offerings (“**Participant Data**”). Participant hereby grants to TL a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Participant Data solely to the extent necessary to provide, maintain, or improve the TL Offerings under the Agreement. Participant will ensure that its use of the TL Offerings and all Participant Data is at all times compliant with the Agreement, Participant’s privacy policies, and all applicable Laws, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Participant is solely responsible for the accuracy, content, and legality of all Participant Data. Participant represents and warrants to TL that Participant has sufficient rights in the Participant Data to grant the rights granted to TL in this section and that the Participant Data does not infringe or violate the intellectual property, publicity, privacy, or other rights of any third party.

1.8 Title. TL retains all right, title and interest in and to the Licensed Products, and all copies, enhancements, derivative works, improvements of the Licensed Products including all intellectual property rights vesting in same. Except for the limited license granted in this Section 1, there are no express or implied rights granted under this Agreement to any of TL’s patents, copyrights, trade secrets, trademarks or other intellectual property rights and all rights not expressly granted hereunder are reserved by TL. The Licensed Products are licensed, not sold. Participant shall not use any information disclosed by TL in connection with this Agreement to contest the validity of any TL intellectual property, including the Licensed Products.

1.9 No Joint Development. The parties do not intend to jointly develop or jointly create any Intellectual Property Rights under or in connection with this Agreement. If the parties anticipate the joint creation of any Intellectual Property Rights under this Agreement, they will document in the applicable amendment to this Agreement their respective Intellectual Property Rights arising from such activity before they create any such joint Intellectual Property Rights.

2. ONGOING COLLABORATION. Participant shall comply with TL’s requirements for the upkeep and maintenance of Integration Software as set forth in the Program Documentation and acknowledges and agrees that TL may revoke any license granted hereunder effective upon written notice in the event of noncompliance therewith.

3. TECHNICAL SUPPORT. For the avoidance of doubt, TL may, but is under no obligation to, provide technical support for the Licensed Products licensed under this Agreement, except as otherwise set forth in the Program Documentation.

4. TERM; TERMINATION. This Agreement will remain in full force and effect until terminated in accordance with this Section (“**Term**”). Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination of the Agreement, Participant shall immediately cease using the Licensed Products and any Credentials. In addition, Participant shall cease distributing (including via third-party app stores) the Integration Software within 30 calendar days of termination.

5. WARRANTY DISCLAIMER. THE LICENSED PRODUCTS ARE PROVIDED TO PARTICIPANT “AS IS,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. TL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. TL DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL MEET PARTICIPANT’S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCTS WILL BE CORRECTED. TL DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCTS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. PARTICIPANT ACKNOWLEDGES AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TL OR TL’S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY.

6. LIMITATION OF LIABILITY. TL AND ITS AFFILIATES AND VENDORS WILL NOT BE LIABLE TO PARTICIPANT OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF TL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, TL’S TOTAL AGGREGATE LIABILITY TO PARTICIPANT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), OR OTHERWISE) WILL NOT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500). NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PARTICIPANT MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUED.

7. INDEMNIFICATION. Participant agrees to indemnify, defend, and hold harmless TL, its subsidiaries, its affiliates, and its and their directors, officers, agents, employees, successors, and assigns from and against any and all claims, liabilities, damages (actual and consequential), losses, costs, settlement payments, and expenses (including legal and other professional fees) arising from or in any way related to any third-party claims, actions, demands, proceedings, or lawsuits relating to (i) the Integration Software, (ii) any breach of this Agreement, or (iii) Participant's own products and services and an End User's use thereof, including, without limitation, the Participant Offerings, or the products and services of third parties provided by or through Participant. TL shall notify Participant promptly in writing of any claim for which TL seeks indemnification. If

requested by TL, Participant shall conduct the defense of any such claim and any related settlement negotiations, and Participant must not make any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by TL, or which is otherwise detrimental to TL's interests, without TL's prior written consent.

8. GENERAL. This Agreement (which includes the Documentation, the Program Documentation, and any other documents incorporated by reference herein or therein) is subject in all respects to the TPPA and forms a part thereof. Sections 5–8 survive termination of the Agreement. In the event of a conflict between the terms of such documents, the order of precedence is as follows: (a) these Partner Track Terms; (b) TPPA, (c) Program Documentation, (d) Documentation; in each case except to the extent any of the foregoing documents expressly supercedes a conflicting provision in another by specific reference thereto.