

VERITONE, INC.

MASTER LICENSE TERMS AND CONDITIONS

These Master License Terms and Conditions (“Terms and Conditions”) apply to any License Agreement related to a license to access and use the Platform and associated Services (as such capitalized terms are defined hereinbelow).

- 1. License Agreement; Controlling Terms.** For purposes hereof, “License Agreement” shall mean the written license agreement, order form, subscription form, statement of work or other written document that evidences the purchase by a licensee (“Licensee”) of a license to access and use the Platform and Services from Veritone, Inc. or one of its subsidiaries (collectively, “Veritone”), either directly or through an authorized reseller of Veritone. The Platform means the Veritone aiWARE™ artificial intelligence operating system, which delivers near real-time media processing and analytics, enabling users to process, index, organize, manage, search, analyze and share audio, video and other data through a suite of applications and other services (collectively, the “Services”). The specific Services, fees and payment terms, amount of content processing, storage and/or data transfer (as applicable), number of authorized users (as applicable), and the term of the license shall be as set forth in the License Agreement. The License Agreement may also contain other license-specific terms and conditions. In the case of a License Agreement entered into directly between Veritone and Licensee, (a) the License Agreement and these Terms and Conditions are collectively referred to herein as this “Agreement”; (b) in the event of any conflict or inconsistency among the terms and conditions set forth in the License Agreement and in these Terms and Conditions, the rights and obligations of the parties shall be interpreted based on the following order of priority: (1) the License Agreement and (2) these Terms and Conditions; and (c) this Agreement constitutes the complete and exclusive agreement between Veritone and Licensee with respect to the Platform and Services, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter, and no additional or different provision contained in any purchase order form, order acknowledgment form, invoice or similar form of either party will be effective. In the case of a License Agreement entered into between Licensee and an authorized reseller of Veritone, these Terms and Conditions are referred to herein as this “Agreement” and represent the agreement between Veritone and Licensee governing the license(s) to the Platform and Services being purchased by Licensee from such reseller under that separate License Agreement, and Licensee acknowledges and agrees that Veritone is an intended third party beneficiary of such License Agreement with respect to this Agreement and, therefore, may enforce its rights hereunder directly against Licensee.
- 2. License, Reservation of Rights, Restrictions.**

 - 2.1. License.** Veritone hereby grants to Licensee, during the Term (as defined in Section 7 below), a non-transferable, non-sublicensable, non-exclusive, revocable license to access and use the Platform and Services, subject to the terms and conditions set forth in this Agreement (the “License”). Licensee agrees to use the Platform and Services only for its internal business purposes in accordance with the terms of this Agreement. For the avoidance of doubt, the Platform and Services and its content may not be displayed publicly; provided that, subject to the provisions of Section 2.4 (Restrictions) and Section 11 (Indemnification) of this Agreement, Licensee may post, publish or otherwise share its owned or licensed content via the Platform for which sharing capabilities are enabled during the Term in accordance with the terms of this Agreement.
 - 2.2. Reservation of Rights.** The Platform and Services are licensed by Veritone to Licensee, and not sold. Licensee acquires only the right to use the Platform and Services in accordance with this Agreement and does not acquire any rights of ownership. Nothing herein shall be construed to transfer any rights, title or ownership of any Veritone or Veritone-licensed software, technology, materials, information or Intellectual Property Rights to Licensee. All right, title and interest (including all Intellectual Property Rights) in and to the Platform and Services shall at all times remain the sole and exclusive property of Veritone and/or its respective licensors and all use thereof shall inure to the benefit of Veritone and/or its respective licensors. Except as expressly set forth in this Agreement, no right or license, express or implied, is granted to Licensee or any third party by estoppel, implication, exhaustion or other doctrine of law, equity or otherwise with respect to any product, service, software, technology, materials, information or Intellectual Property Rights of Veritone or its affiliates or licensors. “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership including patents, patent rights, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), publicity rights and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.
 - 2.3. Third Party Licenses.** Certain software components of the Platform and Services are supplied pursuant to license agreements from third parties, and Licensee agrees that Licensee’s use of the Platform and Services shall be subject to the provisions of such third party license agreements.

2.4. Restrictions.

2.4.1. License Restrictions. Licensee agrees to use the Platform and Services only for lawful purposes and only as expressly authorized under this Agreement. Without limiting the generality of the foregoing, except as expressly authorized hereunder, Licensee agrees that it shall not, directly or indirectly: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display or otherwise make the Platform or Services, in whole or in part, including any content or data derived therefrom that is not directly owned by Licensee or for which Licensee has all necessary rights, available to any third party, or use the Platform or Services to provide services to any third party; (ii) reverse engineer, decompile, disassemble, modify, translate, reconstruct, omit, distort, obscure, copy or create derivative works of all or any portion of the Platform, Services, any underlying software, or any other Veritone Property (as defined below), or otherwise attempt to access the source code of the Platform or Services; (iii) incorporate any portion of the Platform or Services into Licensee's own programs or compile any portion of them in combination with Licensee's own programs; (iv) store or otherwise capture to physical media, or enable a third party to store or capture, the Platform or Services or any portion thereof; (v) permit any persons, other than Licensee's authorized users for which Licensee has procured User IDs pursuant to the License Agreement, to access and use the Platform or Services; or (vi) violate any laws, rules or regulations in connection with its use of the Platform or Services, including any data or content contained in, transmitted through or derived therefrom.

2.4.2. Prohibited Acts. Licensee acknowledges and agrees that Licensee is prohibited from doing any act that may have the effect of undermining the integrity of the Platform, Services, any related computer systems, infrastructure or environment, or the methods by which Veritone provides Services to users. Without limiting the generality of the foregoing, Licensee agrees that it shall not, directly or indirectly: (i) defeat, circumvent or modify any authentication technology or other security measures, controls, limitations, or content or functionality filters contained in or associated with the Platform or Services, or otherwise attempt to access any aspect of the Platform or Services that Licensee has not been granted authorization to access under the License Agreement; (ii) deploy or facilitate the use or deployment of any script, routine, robot, spider, scraper or any other automated means, method or device with respect to Licensee's access and use of the Platform and Services for any purpose, including to access, view, select, or copy in whole or in part, any content, program, functionality of the Platform or Services, or any other proprietary information or trade secret of Veritone that is made available through the Platform or Services; (iii) deploy or facilitate the use or deployment of any program, system, means, method or device, for any purpose that places an unreasonable, unnecessary or excessive demand or load on the Platform, Services, or related hardware and connections, or prohibits, denies or delays access to Services by other users or otherwise threatens the continuous services of Veritone's ISPs, suppliers and vendors; (iv) introduce into the Platform or Services any program, executable file or routine (such as a worm, Trojan horse, cancel-bot, time bomb or virus) irrespective of whether any such program or routine results in detrimental harm to the Platform, Services, or any underlying systems or programs; (v) remove any proprietary notices, labels or marks from the Platform or Services; (vi) establish any direct or deep link or other connection to any specific page or location within the Platform or Services, other than the Platform log-in page; (vii) use or attempt to use another user's account without authorization, or interfere with another user's access to the Platform or Services; or (viii) access or use the Platform or Services to design, develop, build, market or support a competitive product or service.

2.4.3. Content and Data Restrictions. Licensee agrees that it shall not: (i) upload or transmit through the Platform or Services any material, content, media or data (collectively, "Content") with respect to which Licensee does not either own all right, title and interest or have the appropriate license(s) for lawful use, or otherwise violate or infringe upon the intellectual property rights of any third party in Licensee's use of the Platform or Services, including the use or distribution of any data derived from the Platform or Services; or (ii) upload or transmit through the Platform or Services any Content which: (1) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (2) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or (3) creates or attempts to create any liability of Veritone.

3. Access and Use. Veritone will enable Licensee to access and use the Platform for the duration of the Term, subject to any early termination of this Agreement in accordance with the terms hereof. Access to the Platform will be through unique log-in credentials assigned to Licensee by Veritone (each, a "User ID"). Licensee shall be given that number of User IDs as specified in the License Agreement. Licensee will provide accurate and complete information in registering its authorized users for account access. Licensee acknowledges and agrees that the log-in credentials assigned hereunder are Confidential Information and may only be used by Licensee and its authorized users to access the Platform in accordance with the terms of this Agreement, and that Licensee will not publish, share, or otherwise enable any third party, directly or indirectly, to

access the Platform for any purpose. Licensee further agrees that Licensee is responsible for its and its authorized users' use of the Platform, including use via the User IDs, and for any consequences thereof. Licensee agrees to immediately notify Veritone of any unauthorized or improper use of any log-in credentials of Licensee. All of the rights, obligations, restrictions, representations and warranties related to Licensee's access and use of the Platform under this Agreement shall apply to Licensee and all of Licensee's employees, contractors, consultants, representatives and agents (collectively, "Representatives"). Licensee shall be responsible for all acts and omissions of its Representatives in the performance of this Agreement and for any breach of this Agreement by any of its Representatives.

4. Intellectual Property.

4.1. Veritone Property. As between Veritone and Licensee, Veritone and/or its respective licensors retain all right, title and interest (including Intellectual Property Rights) in and to the Platform and Services, including, but not limited to any elements, components, content, technology, software, code, documentation, derivative works, revisions, enhancements, modifications, condensations and/or compilations of or relating to the Platform and Services, and any trademarks, brand identifiers, materials and information, which are created, authored, developed, conceived and/or reduced to practice by Veritone and/or its respective licensors, including in connection with Veritone's provision of the Platform and Services to Licensee under this Agreement ("Veritone Property").

4.2. Licensee Property. As between Licensee and Veritone, Licensee retains all right, title and interest (including Intellectual Property Rights) in and to Licensee's Content, and any software, technology, trademarks, brand identifiers, materials and information which are independently created, authored, developed, conceived or reduced to practice by Licensee.

5. Licensee Content.

5.1. Content Ownership. Licensee represents and warrants that (i) Licensee and/or its licensors own all right, title and interest in and to all Content uploaded to or transmitted through the Platform or Services, or otherwise have all rights in such Content as necessary to use the same in connection with Licensee's use of the Platform and Services, (ii) such Content does not and will not misappropriate or infringe upon any third party's Intellectual Property Rights, or violate any other rights of any third party, and (iii) Licensee has all rights in such Content necessary to grant the rights contemplated by this Agreement.

5.2. License to Content. Unless otherwise specified in the License Agreement, Licensee hereby grants to Veritone a non-exclusive, royalty-free, worldwide license (i) to use and display all Content that Licensee provides to Veritone or that are otherwise uploaded to or captured by the Platform through Licensee's use of the Platform and Services to provide the Services and perform its obligations under this Agreement, directly or through its third party service providers, (ii) to share such Content with Veritone's third party service providers (and, where applicable, with Licensee's third party Representatives) in connection with Veritone's provision of the Platform and Services to Licensee, and (iii) to create aggregated or redacted forms of Content that do not identify Licensee or any of Licensee's users for Veritone's business purposes, including improvements and enhancements to the Platform and Services.

5.3. Third Party Data Sources. To the extent that any Content provided by Licensee includes data from third party sources, or Licensee is otherwise granted access to data from third party sources through the Services, Licensee represents that it holds a valid and current license from such third party data sources to access and use such data (each, a "Data License"). Licensee acknowledges and agrees that certain analytics functionality offered as part of the Services will not be available to Licensee without Licensee's licensed right to access and use any and all such third party data. Licensee agrees to notify Veritone promptly upon the expiration or termination of any such Data License.

6. Feedback. During the Term, Licensee may provide Veritone with such written evaluations, comments and/or suggestions (collectively, "Feedback") regarding the Platform or Services. Licensee acknowledges and agrees that any Feedback provided to Veritone by Licensee hereunder shall be deemed to be Veritone Property and Licensee hereby assigns all right, title and interest in and to such Feedback to Veritone and acknowledges that Veritone will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction or obligation. Notwithstanding the foregoing, Licensee acknowledges that Veritone is not obligated to act on any such Feedback.

7. Term and Termination.

7.1. Term. The term of this Agreement and the License shall be as set forth in the License Agreement (the "Term").

7.2. Termination. In addition to any termination rights expressly provided in the License Agreement, this Agreement may be terminated by either party if the other party (i) materially breaches any provision of this Agreement which remains uncured for a period of fourteen (14) days from the date of written notice of such breach; or (ii) makes an assignment

for the benefit of its creditors, is declared insolvent, or has a receiver or trustee in bankruptcy appointed to take charge of all or part of such party's property.

7.3. Effect of Termination. If at any time this Agreement is terminated, or upon expiration of the Term, (i) the License and all other rights granted to Licensee herein shall automatically terminate, (ii) Licensee shall immediately cease using the Platform and Services and shall comply with the Purge Obligation (defined below) with respect to the Platform, and (iii) Licensee shall no longer have access via the Platform to (x) any of the content uploaded to the Platform by Licensee or (y) any of the content, data or analytics derived from any Licensee uploaded content or Platform content that remains hosted on the Platform. As used herein, "Purge Obligation" means the complete deletion of all files on Licensee's computer systems, or other storage device or media under Licensee's ownership or control that contain copies of the Platform, or any portion thereof, including but not limited to, any data compiled by Licensee captured or otherwise obtained from or through the use of the Platform. Veritone shall have no liability to Licensee for any changes, limitations, suspensions, disablements, terminations or discontinuances of the Platform, or this Agreement.

7.4. Survival. The provisions of Sections 2.2 (Reservation of Rights), 4 (Intellectual Property), 6 (Feedback), 7.3 (Effect of Termination), 8.1 (Fees and Payments), 8.2 (Taxes), 10 (Confidentiality), 11 (Indemnification), 12.2 and 12.3 (Warranty and Disclaimers), 13 (Limitation of Liability), 14 (Miscellaneous) hereof and the payment terms of License Agreement, as applicable, shall survive the expiration or any early termination of this Agreement for any reason.

8. Fees, Charges and Payments.

8.1. Fees and Payments. In consideration for the License and Licensee's access and use of the Platform and Services, Licensee shall pay the license fees, and any applicable additional fees, as set forth in the License Agreement (collectively, the "Fees"). All Fees and other amounts due under this Agreement are payable in U.S. dollars.

8.2. Taxes. All Fees and any other amounts due hereunder are exclusive of taxes and similar assessments which may be imposed on the delivery of the Platform and Services and any other transactions contemplated hereby. Licensee shall be solely responsible for the payment of any and all sales, use, value added, excise, import, or other similar taxes or payments in lieu thereof, including interest and penalties thereon, imposed by any authority, government or governmental agency arising out of or in connection with amounts due hereunder (other than those levied on Veritone's income), and Licensee shall make such payments, and timely file any return or information required by treaty, law, rule or regulation. Upon request, Licensee shall provide Veritone with documentation evidencing such payments. If Veritone is required to pay any such taxes, duties or fees, Licensee shall reimburse Veritone immediately upon receipt of Veritone's invoice thereof.

8.3. Suspension of Platform Access. In addition to Veritone's termination rights set forth herein and without prejudice to any other rights of Veritone at law or in equity, Veritone may suspend its performance under this Agreement and any other agreement with Licensee and Licensee's access to the Platform if Licensee fails to comply with any part of its payment obligations set forth herein. Such suspension of service shall not suspend or otherwise affect Licensee's payment obligations set forth herein.

9. Changes to Platform, Service and Fees. Veritone may, from time to time, in its sole discretion, make changes to the Platform and Services, or a portion thereof including, without limitation, formats, content, reports, functionality, and/or techniques ("Service Change"). In the event of a Service Change, Veritone may, adjust the Fees for the Platform and Services ("Fee Change") in writing. Such Fee Change shall become effective on the date stated in Veritone's notice to Licensee unless, within fifteen (15) days after a Fee Change notice that would result in an increase in the Fees, Licensee notifies Veritone in writing of its refusal to accept the Fee Change, in which event the applicable License to Licensee shall terminate as of the effective date of the change; provided, however, that if the Fee Change is an increase in the Fees, Veritone may, in its sole discretion, elect to rescind the Fee Change, in which case the Platform and Services, as changed, shall continue as provided herein.

10. Confidentiality.

10.1. Confidential Information. Each party (a receiving party) acknowledges and agrees that during the Term and in the course of using the Platform and Services and performing its duties under this Agreement, it may obtain information relating to the other party (a disclosing party), its and/or its customers', vendors', or third party service providers' business or technologies, which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, software, algorithms, programs, schematics, data, technology roadmap, sales and marketing plans, and any other information which the receiving party knows or has reason to know is, or which by its nature would reasonably be considered to be, confidential, proprietary or trade secret information of the other party. Without limiting the foregoing, Confidential Information of Veritone shall include the Platform, Services and all associated software and documentation, as well as Feedback or any results of the evaluation or testing of the Platform or Services. The receiving party shall at all times,

both during the Term and for a period of three (3) years after its termination (or, in the case of the Platform, Services and any associated software or trade secrets, in perpetuity), keep in trust and confidence all Confidential Information of the disclosing party, and shall not (i) use such Confidential Information other than as expressly authorized under this Agreement or as required for the receiving party to perform its obligations under this Agreement, or (ii) disclose any Confidential Information of the disclosing party to third parties (other than to Veritone's third party service providers in connection with the performance of its obligations under this Agreement), without the disclosing party's prior written consent. The receiving party further agrees to immediately return to the disclosing party or destroy all Confidential Information (including all copies, extracts and summaries thereof) in the receiving party's possession, custody, or control upon the expiration or any termination of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder, was already in the receiving party's possession and not subject to any confidentiality obligations, as demonstrated by written evidence; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party; or (d) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as demonstrated by written evidence.

10.2. Permitted Disclosures. The receiving party may make disclosures (i) as required by applicable law or the rules of a stock exchange on which such party's shares are then traded; or (ii) as compelled by court order issued by a court of competent jurisdiction provided that the receiving party subject to such court order (a) provides the disclosing party with prompt written notice of any such compelled disclosure, (b) uses diligent reasonable efforts to limit disclosure, (c) uses commercially reasonable efforts to obtain confidential treatment or a protective order in connection with the information subject to such compelled disclosure, and (d) allows the disclosing party to participate in any such proceeding.

11. Indemnification.

11.1. Licensee Indemnification of Veritone. Licensee will defend, indemnify and hold harmless Veritone and its subsidiaries, affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents, from and against any liability or expense, including, without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees, that Veritone may incur as a result of any claim, suit or proceeding brought against Veritone by any third party arising or resulting from (a) Licensee's breach of any representation, warranty, covenant or obligation contained in this Agreement; or (b) Licensee's use of the Platform or Services (including uploading, using, publishing, posting or otherwise sharing of Licensee's Content or any other data or content derived from the Platform or Services) in any manner that violates this Agreement, any laws, rules, regulations, or any third party terms and conditions, or that violates, misappropriates or infringes the rights (including Intellectual Property Rights) of any third party; *provided that* Veritone gives Licensee prompt notice of any such claims, cooperates with Licensee in responding to such claims, and permits Licensee to control the defense or settlement of such claims, subject to Veritone's right to (i) conduct the defense of such claims at Veritone's expense, or participate in the defense of such claims with its own counsel at its own expense, and (ii) approve any settlement that binds or purports to bind Veritone.

11.2. Veritone Indemnification of Licensee. Veritone will defend, indemnify and hold harmless Licensee and its subsidiaries, affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents, from and against any liability or expense, including without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees, that Licensee may incur as a result of any claim, suit or proceeding brought against Licensee by any third party arising or resulting from any allegation that the Platform or Services, or any part thereof, misappropriates or infringes upon any third party's Intellectual Property Rights, except to the extent such claims arise from Licensee's negligence, misconduct or violation of any terms of this Agreement; *provided that* Licensee gives Veritone prompt notice of any such claims, cooperates with Veritone in responding to such claims, and permits Veritone to control the defense or settlement of such claims, subject to Licensee's right to (i) conduct the defense of such claims at Licensee's expense, or participate in the defense of such claims with its own counsel at its own expense, and (ii) approve any settlement that binds or purports to bind Licensee. If the Platform, in whole in part, becomes or, in Veritone's opinion is likely to become, the subject of an infringement claim or action, Veritone may, at its option: (x) procure, at no cost to Licensee, the right for Licensee to continue using the Platform; (y) replace or modify the Platform to render the Platform non-infringing, provided there is no material loss of functionality; or (z) if, in Veritone's reasonable opinion, neither (x) nor (y) above is commercially feasible, terminate this Agreement and refund any prepaid amounts for unused Services during the terminated portion of the Term. The foregoing states Veritone's sole obligation and Licensee's exclusive remedy in the event any such infringement claim or action is commenced or is likely to be commenced.

12. Warranties and Disclaimers.

- 12.1. Mutual Warranties.** Each party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation, and has full power, rights and authority to enter into this Agreement and carry out its obligations hereunder; (ii) the person executing this Agreement is authorized to do so on its behalf; (iii) this Agreement is valid and legally binding upon it; and (iv) the execution, delivery and performance thereof by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound, nor would violate any applicable law or regulation.
- 12.2. Disclaimer.** THE PLATFORM, SERVICES AND ANY OTHER VERITONE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERITONE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF PROCESSING RESULTS, ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES OF NON-INFRINGEMENT. VERITONE DOES NOT WARRANT THAT THE PLATFORM AND SERVICES ARE ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM VERITONE SHALL CREATE ANY SUCH WARRANTY. LICENSEE HAS BEEN ADVISED AND AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VERITONE DOES NOT REPRESENT, WARRANT OR COVENANT THAT IT HAS SECURED ALL NECESSARY RIGHTS WITH RESPECT TO ANY PUBLIC MEDIA MONITORED AND/OR RECORDED BY THE PLATFORM AND IT IS LICENSEE'S SOLE RESPONSIBILITY TO IDENTIFY, SOLICIT AND OBTAIN ANY NECESSARY RIGHTS AND APPROVALS FOR ITS USE THEREOF.
- 12.3.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A PUBLIC NETWORK OVER WHICH VERITONE EXERTS NO CONTROL. VERITONE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER OR OBTAINED USING THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH LICENSEE'S USE OF THE INTERNET. LICENSEE IS SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD AND OTHER SECURITY MEASURES TO PROTECT ITS SYSTEMS, DATA AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

13. Limitation of Liability.

- 13.1.** EXCEPT FOR (A) BREACHES OF EACH PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), AND (B) AMOUNTS FINALLY AWARDED OR SETTLED IN A THIRD PARTY CLAIM FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 11 (INDEMNIFICATION), NEITHER PARTY, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2.** EXCEPT WITH RESPECT TO VERITONE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, VERITONE'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY LICENSEE TO VERITONE DURING THE TERM.

14. MISCELLANEOUS

- 14.1. No Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement without the consent of the other party to an affiliate directly or indirectly controlling, controlled by, or under direct or indirect common control with such party or in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.
- 14.2. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of this Agreement remain in full force and effect.
- 14.3. No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

- 14.4. Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California (other than the conflict of law rules) and subject to the sole jurisdiction of the courts sitting in Orange County, California. Notwithstanding the foregoing, nothing in this Section 14.4 shall be deemed to limit the parties' rights to seek injunctive relief in any other court of law of competent jurisdiction.
- 14.5. Independent Contractors.** This Agreement does not create any relationship other than Veritone as an independent contractor performing services covered by this Agreement and Licensee as the party contracting with Veritone for those services. No party is a partner or a legal representative of the other for any purpose whatsoever, nor is any party authorized to make any contract, agreement or warranty on behalf of any other party. Under no circumstance shall one party's employees be construed to be employees of the other party.
- 14.6. Publicity.** Except as required or compelled by applicable law, the rules of any stock exchange, or a court order issued by a court of competent jurisdiction, neither party will make any public statement regarding, or disclose, advertise or publish the terms and conditions of this Agreement without the prior written consent of the other party; provided, however, that Veritone may reference Licensee on Veritone's website, other marketing and media relations materials, investor relations materials, and as a customer in Veritone's SEC filings.
- 14.7. Notices.** All notices to either party shall be in writing and delivered by hand or by certified mail or overnight delivery service to the address set forth by Licensee and/or Veritone in the License Agreement, or to such other address as either party shall give by notice to the other party. Alternatively, the parties may, at their election, utilize email as the method of delivery of any such notice to be provided hereunder. Any such notices sent by email shall be delivered to the email addresses set forth in the License Agreement, or such other email address as designed by a party during the Term. Notices shall be deemed effective when delivered to the applicable address, unless any such notice is sent by email, in which event, notice shall be deemed effective upon confirmation of delivery by a "read receipt" or other such notice generated by the applicable email system, but in any event, by reply of the recipient of such notice.
- 14.8. Electronic Communication.** In connection with its use of the Platform and Services, Licensee consents to receiving communications from Veritone electronically. Veritone will communicate with Licensee by e-mail or by posting notices on the Platform or through any Services. Licensee agrees that all notices, disclosures and other communications that Veritone provides to Licensee electronically satisfy any legal requirement that such communications be in writing.
- 14.9. Force Majeure.** Except for the obligation to make payments of any Fees or any other amounts due hereunder, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond such party's control including acts of war, terrorism, acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, or any component comprising or operating the network infrastructure thereof (each, a "Force Majeure Event"), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Veritone is unable to provide Service(s) for a period of one hundred and twenty (120) consecutive days as a result of a continuing Force Majeure Event, either party may elect to terminate this Agreement.
- 14.10. Construction.** This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement.
- 14.11. Counterparts.** This Agreement may be executed in one or more counterparts (including fax or email) each of which shall be deemed an original but all of which taken together shall be deemed one and the same instrument.
- 14.12. Headings.** Unless otherwise expressly stated in this Agreement, the words "herein," "hereof," "hereto," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection, or other subdivision. The words "include" and "including" shall not be construed or interpreted as terms of limitation. The words "day," "month," and "year" mean, respectively, calendar day, calendar month, and calendar year. Section headings are for reference purposes only, and should not be used in the interpretation hereof.
- 14.13. Amendment.** No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in a writing that references this Agreement and is signed by duly authorized representatives of Licensee and Veritone.
- 14.14. Attorney's Fees.** If any action arises under this Agreement, including, without limitation the interpretation or enforcement of any term of this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and related costs.