

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between Veritone, Inc. (for itself and/or its subsidiaries), having an office located at 5291 California Ave., Suite 350, Irvine, CA 92617 (“Veritone”) and the entity listed under Licensee Information below (“Licensee”), with respect to license(s) to Veritone’s Platform and related Services.

LICENSEE INFORMATION			
<b>Licensee Name:</b>	City of Redondo Beach		<b>Billing Contact Information</b>
<b>Licensee Address:</b>	401 Diamond St, Redondo Beach, CA 90277		<b>Contact Name:</b> Lina Carrillo
<b>Contact Name:</b>	Jeffrey Mendence		<b>Contact Phone:</b> 310-379-2477 x3461
<b>Phone:</b>	310-379-2477 x2340		<b>Contact Email:</b> Lina.Carrillo@redondo.org
<b>Email:</b>	<a href="mailto:jeffrey.mendence@redondo.org">jeffrey.mendence@redondo.org</a>		<b>Email for Invoices:</b> Lina.Carrillo@redondo.org
LICENSE AND SERVICES DETAILS			
<b>Term:</b>	<b>Start Date:</b>	March 5, 2024	<b>End Date:</b> March 4, 2025
<b>No. of Users:</b>	98 Users (see Section 4 below)		<b>License Fees:</b> \$100.00 per User per year
<b>Services:</b>	<ul style="list-style-type: none"> <li>- Veritone Contact Application</li> <li>- Web-based “train the trainer” session for primary administrator</li> <li>- Standard onboarding and standard technical support via email and in-app chat</li> </ul>		
TERMS AND CONDITIONS			

- Master License Terms and Conditions.** This Agreement is governed by the Veritone Revised [Master License Terms and Conditions](#) attached at Exhibit A (the “Terms and Conditions”), which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.
- Renewal.** Upon expiration of Term, License will only renew upon written agreement with Licensee.
- Contact Application.** During the Term, Veritone grants to Licensee a right and license to access and use the Contact Application, subject to the terms of this Agreement. Licensee acknowledges that the Contact Application is intended to be used by Licensee only as a tool to support Licensee’s compliance efforts related to the collection and submission of data under the California Racial and Identity Profiling Act (“RIPA”). Licensee is solely responsible for its compliance with RIPA, including validating that the data collected, generated and/or submitted by Licensee utilizing the Contact Application meets RIPA requirements, and managing data retention and deletion in accordance with RIPA requirements. Veritone makes no representations or warranties as to the accuracy, completeness or sufficiency of data collected and/or generated by Licensee utilizing the Contact Application or as to compliance with RIPA requirements.
- DOJ Submissions.** Licensee will be permitted to integrate the Contact Application with Licensee’s systems for the purposes of submission of data to the State of California Department of Justice (“DOJ”). Licensee will be responsible for the configuration and maintenance of all interfaces required to integrate the Contact Application with Licensee’s systems, in accordance with the requirements, instructions and/or guidelines communicated by Veritone in writing from time to time. Licensee agrees to provide information regarding Licensee’s systems as reasonably required by Veritone to assist Licensee in connection with the integration. Veritone will not be responsible for any delay or failure in the submission of data to the DOJ caused by Licensee’s failure to configure and/or maintain the required integration. Veritone and Licensee will agree in writing to the exact date on which the automated submission of data to the DOJ through the integration will be activated.
- Users.** The number of users specified in the table above reflects the number of sworn officers designated by Licensee to access and use the Contact Application (each, a “User”). Licensee shall also be permitted to designate additional non-sworn officer personnel (i) as “administrators,” as reasonably necessary to administer Licensee’s use of the Contact Application (each, an “Administrator”), and (ii) as “reviewers,” as reasonably necessary to perform the reviewer function within the Contact Application (each, a “Reviewer”). If at any time during the Term, Licensee adds Users in excess of the number specified in the table above, Licensee will notify Veritone in writing, and Licensee will be charged additional license fees at the per-User rate specified above, prorated for the period of time commencing on the date each additional User is provided access to the Contact Application and continuing through the remainder of the Term. Upon request by Veritone, Licensee shall periodically provide reports to Veritone of the numbers of Users, Administrators and Reviewers who have access to the Contact Application. Veritone shall have the right, upon at least 15 days prior written notice to Licensee and at reasonable times, to examine Licensee’s records for the purpose of verifying the foregoing.
- Payment Terms.** The total license fees for the initial number of Users will be invoiced upon execution of this Agreement and will be due and payable

within forty-five days from Licensee’s receipt of invoice. If Users are added by Licensee during the Term, Veritone will invoice Licensee for the additional license fees for such Users, calculated as set forth in Section 4 above, and any such invoices will be due and payable within forty-five days from Licensee’s receipt of invoice. All amounts are stated and payable in U.S. dollars.

7. **Data Deletion.** Upon expiration of the Term, Veritone will provide Licensee with continued access to the Contact Application for a period of up to thirty (30) days to allow Licensee to export all Licensee Content from the Contact Application for Licensee’s data retention purposes. Licensee Content will be exported in the format generally made available by Veritone, unless a different format is expressly agreed by the parties in writing, which Licensee acknowledges may be subject to additional fees. Upon Veritone’s request, Licensee will provide Veritone with written confirmation that Licensee has exported all Licensee Content. Licensee expressly acknowledges and agrees that Veritone will permanently delete any and all Licensee Content upon expiration of such thirty (30) day period.
8. **Authority.** The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature: 	Signature:
Name: Jon Gacek	Name:
Title: Head of GLC	Title: Mayor
Date: 2/28/2024   11:18 AM PST	Date:

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

**EXHIBIT A**  
**VERITONE, INC.**  
**REVISED MASTER LICENSE TERMS AND**  
**CONDITIONS**

These Master License Terms and Conditions (GLC) (“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) that references to these Terms and Conditions.

- 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<sup>TM</sup> artificial intelligence (AI) operating system, the aiWARE suite of applications and other platforms and applications provided by Veritone, as applicable. The “Services” means the specific applications and services (such as AI processing, automated workflows, analytics, data storage and/or transfer) made available to Licensee through the Platform, and any related configuration, installation, support and other services. The specific types and volumes of Services, fees and payment terms, 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, solely for Licensee’s internal business purposes (the “License”).
  - 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.**
    - (a) 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; (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; (vi) upload or transmit through the Platform or Services any material, content, media or data (collectively, "Licensee 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 (vii) 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.

**(b) 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.

**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.** 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"). As between Licensee and Veritone, Licensee retains all right, title and interest (including Intellectual Property Rights) in and to the Licensee Content, and any software, technology, 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 Licensee Content uploaded to or transmitted through the Platform or Services, or otherwise have all rights in such Licensee Content as necessary to furnish to Veritone and use the same in connection with Licensee's use of the Platform and Services and to grant the rights granted by Licensee in this Agreement, and (ii) such Licensee Content, and Licensee's and Veritone's use thereof as provided in this Agreement, do not and will not misappropriate or infringe upon any third party's Intellectual Property Rights, or violate any other rights of any third party.

**5.2. License to Content.** In addition to any other rights expressly provided in the License Agreement, Licensee hereby grants to Veritone and its third party service providers a non-exclusive, royalty-free, worldwide license to use and display all Licensee 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, solely as required for Veritone to provide the Services and perform its obligations under this Agreement.

- 5.3. Data Security and Destruction.** Veritone shall keep all Licensee Content strictly confidential. Veritone shall maintain and use appropriate administrative, physical, and technical safeguards and measures for protection of the security, confidentiality and integrity of all Licensee Content uploaded to or transmitted through the Platform or Services, including protections against unauthorized disclosure or access, or accidental or unlawful destruction, loss or alteration. Licensee Content shall be used and stored by Veritone solely to the extent required to provide the Services and perform its obligations under this Agreement, and Veritone shall not use or store the Licensee Content for any other purpose whatsoever. Veritone shall ensure that all personnel and third party service providers having access to the Licensee Content are subject to confidentiality obligations with respect thereto. Veritone shall notify Licensee within 48 hours in the event that Veritone determines that a security breach has resulted in an unauthorized disclosure of or access to Licensee Content. Upon termination of this Agreement or upon the written request of Licensee at any time, Veritone shall ensure the secure deletion and destruction of all Licensee Content.
- 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 Veritone will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction or obligation to Licensee. 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 thirty (30) 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, the License and all other rights granted to Licensee herein shall automatically terminate and Licensee shall immediately cease using the Platform and Services.
- 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 through 12.4 (Disclaimers), 13 (Limitation of Liability), and 14 (Miscellaneous) hereof, 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 all other fees as set forth in the License Agreement (collectively, the "Fees") pursuant to the payment terms set forth in the License Agreement. 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. 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.** 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.
- 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 if the information (i) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the receiving party; (ii) is rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of the disclosing party's Confidential Information; (iv) is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure; (v) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (vi) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Licensee's City Council; or (vii) disclosed as part of the Licensee's customary contract approval process.

## **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 the Licensee Content or any other data or content derived from the Platform or Services) in any manner that violates this Agreement or any laws, rules or regulations, or that misappropriates or infringes the rights (including Intellectual Property Rights) of any third party.

**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 (a) Veritone's breach of any representation, warranty, covenant or obligation contained in this Agreement; or (b) 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 alleged or actual infringement is caused by (1) Licensee's use of the Platform or Services outside the scope of rights granted to Licensee or otherwise in violation of this Agreement, (2) Licensee's use of the Platform or Services in combination with the products of third parties (other than those approved in writing by Veritone), or (3) modification of the Platform or Services not performed or provided by Veritone, if the infringement would not have occurred but for such modification. If the Platform or Services, in whole in part, become or, in Veritone's opinion are 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 or Services; (y) replace or modify the Platform or Services to render them 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.

**11.3. Conditions.** The indemnifying party's indemnification obligations under this Section 11 are conditioned upon the indemnified party: (a) giving prompt notice of any such claim to the indemnifying party (except that any delay or failure to do so shall not relieve the indemnifying party of its obligations except to the extent the indemnifying party's ability to defend against such claims is materially prejudiced thereby); (b) granting sole control of the investigation, defense and settlement of each such claim or action to the indemnifying party (provided that the indemnifying party shall not settle any claim without the indemnified party's written approval unless such settlement includes an unconditional release of the indemnified party and does not impose any obligations on the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim. The indemnified party shall have the right to participate in the defense of any claim with its own counsel at its own expense.

## **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. DISCLAIMERS.** 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.
- 12.3.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TO THE EXTENT THAT THE SERVICES LICENSED BY LICENSEE INCLUDE THE IDENTIFY APPLICATION AND/OR THE REDACT APPLICATION, LICENSEE ACKNOWLEDGES THAT THE IDENTIFY APPLICATION AND THE REDACT APPLICATION ARE INTENDED TO BE USED BY LICENSEE ONLY AS TOOLS TO SUPPORT REVIEW OF DIGITAL EVIDENCE IN CONNECTION WITH ITS INVESTIGATIONS, AND/OR REVIEW AND REDACTION OF AUDIO FILES AND/OR VIDEO FOOTAGE, AND THAT THE IDENTIFY APPLICATION AND THE REDACT APPLICATION AND THE RESULTS GENERATED THEREFROM SHOULD NOT BE CONSIDERED OR RELIED UPON AS A SUBSTITUTE FOR LICENSEE’S CUSTOMARY INVESTIGATIVE, REVIEW AND/OR REDACTION PROCEDURES, PROTOCOLS AND/OR REQUIREMENTS. LICENSEE ACKNOWLEDGES THAT THERE ARE INHERENT LIMITATIONS IN ARTIFICIAL INTELLIGENCE TECHNOLOGIES, AND VERITONE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, SUFFICIENCY OR USEFULNESS OF THE RESULTS GENERATED BY THE IDENTIFY APPLICATION OR THE REDACT APPLICATION. LICENSEE IS SOLELY RESPONSIBLE FOR VERIFYING ALL RESULTS GENERATED BY THE IDENTIFY APPLICATION AND/OR THE REDACT APPLICATION AS PART OF ITS CUSTOMARY INVESTIGATIVE, REVIEW AND/OR REDACTION PROCEDURES.
- 12.4.** 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 OUTSIDE OF THOSE SYSTEMS AND NETWORKS CONTROLLED BY VERITONE, 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 OWN 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.** EXCEPT WITH RESPECT TO (A) BREACHES OF EACH PARTY’S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), (B) AMOUNTS FINALLY AWARDED OR SETTLED IN A THIRD PARTY CLAIM FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 11 (INDEMNIFICATION), AND (C) LICENSEE’S PAYMENT OBLIGATIONS: (1) 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, AND (2) NEITHER PARTY’S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE TOTAL FEES PAID BY LICENSEE TO VERITONE UNDER THIS AGREEMENT.
- 14. Miscellaneous.**
- 14.1. 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 sixty (60) consecutive days as a result of a continuing Force Majeure Event, either party may elect to terminate this Agreement.
- 14.2. Publicity.** Veritone may reference Licensee on Veritone’s website, other marketing materials, investor relations materials, and as a customer in Veritone’s SEC filings.
- 14.3. Notices; Electronic Communications.** All notices to either party shall be in writing and delivered by hand, certified mail or overnight delivery service, or email to the addresses set forth in the License Agreement, or to such other address as either party shall provide by notice to the other party. 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. In connection with its use of the Platform and Services, Licensee consents to receiving communications from Veritone electronically. Veritone will communicate with Licensee by email 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.
- 14.4. General.** 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

herein shall be deemed to limit the parties' rights to seek injunctive relief in any other court of law of competent jurisdiction. 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. 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. 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 this Agreement in its entirety without the consent of the other party to an affiliate or to a successor entity in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control, 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. 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. 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. 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. Section headings are for reference purposes only, and should not be used in the interpretation hereof. 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. 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.



## Additional Named Insureds

### Other Named Insureds

Machine Box, Inc.	Corporation, Additional Named Insured
Pandologic, Inc.	Corporation, Additional Named Insured
Pandologic, LTD	Limited Liability Company, Additional Named Insured
Performance Bridge Media, Inc.	Corporation, Additional Named Insured
T3 Media UK	Additional Named Insured
T3Media, Inc.	Corporation, Additional Named Insured
Thought Equity Motion, Inc.	Corporation, Additional Named Insured
Veritone Alpha, Inc.	Corporation, Additional Named Insured
Veritone Digital, Inc.	Corporation, Additional Named Insured
Veritone Enterprise, LLC	Limited Liability Company, Additional Named Insured
Veritone One, Inc.	Corporation, Additional Named Insured
Veritone UK LTD.	Additional Named Insured