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5.6. Data Protection Addendum. In the case of U.S. personal information, the parties agree to be bound by the Data Protection Addendum found [here](#). In the case of EU, UK or Switzerland personal information, Licensee shall contact Veritone for completion and execution of the applicable Data Protection Addendum.

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 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, (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 Licensee Content uploaded to the Platform by Licensee or (y) any of the content, data or analytics derived from any Licensee Content or Platform content that remains

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7.4. Survival. The provisions of Sections 2.2 (Reservation of Rights), 4 (Intellectual Property), 6 (Feedback), 7.3 (Effect of Termination), 10.1 (Fees and Payments), 10.2 (Taxes), 12 (Confidentiality), 13 (Indemnification), 14.2 through 14.4 (Disclaimers), 15 (Limitation of Liability), and 16 (Miscellaneous) hereof, shall survive the expiration or any early termination of this Agreement for any reason.

8. Reporting Audit. Except with respect to any License (or portion thereof) that includes unlimited processing, Licensee shall report all processing performed by the On-Premises Services. Licensee shall allow for automated transmission of usage logs from Licensee's data center to Veritone utilizing a transmission method and frequency reasonably specified by Veritone, unless a different reporting mechanism is approved in writing by Veritone. Veritone shall have the right, upon at least 15 days prior written notice to Licensee and at reasonable times, to examine Licensee's systems and records specifically pertaining to the usage of the On-Premises Software to verify Licensee's compliance with this Agreement. Upon Veritone's request, Licensee shall deliver to Veritone a written certification, signed by an authorized officer of Licensee, with respect to the accuracy of Licensee's usage reporting.

9. Removal of Software. Upon expiration or termination of the license term specified in the License Agreement, Licensee shall immediately cease utilizing the On-Premises Services and, after first complying with any remaining reporting obligations pursuant to Section 8, Licensee shall remove from its systems and destroy any and all copies of the Software downloaded as part of the On-Premises Services (including all associated software components and all updates and modifications thereto) in its possession, and shall deliver to Veritone a written certification, signed by an officer of Licensee, with respect to Licensee's compliance with the foregoing obligation.

10. Fees, Charges and Payments.

10.1. 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") 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.

10.2. 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.

10.3. 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.

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12. Confidentiality.

12.1. 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.

12.2. 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.

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13.3. Conditions. The indemnifying party's indemnification obligations under this Section 13 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.

14. Warranties and Disclaimers.

14.1. 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.

14.2. 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. 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.

14.3. 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 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.

15. LIMITATION OF LIABILITY.

15.1. 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), 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.

15.2. 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

16. Miscellaneous.

16.1. 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, epidemic or pandemic, 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.

16.2. 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 materials, investor relations materials, and as a customer in Veritone's SEC filings.

16.3. 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.

16.4. 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. 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.