

MASTER LICENSE TERMS AND CONDITIONS – DIGITAL MEDIA HUB

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). 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, including Veritone Digital, Inc. (collectively, “Veritone”), either directly or through an authorized reseller of Veritone. 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 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.

1. Definitions. In this Agreement, certain capitalized terms will have the following meanings:

“**CORE**” means the proprietary interactive application module of the Platform that enables Licensee to access Licensee Content and other service interfaces contained within the Platform.

“**Digital Media Hub**” means the web portal powered by the Platform providing centralized access to Licensee and/or any Permitted User with a web browser.

“**Licensee Content**” means the content, media files, images, digital assets or other data uploaded to the Platform or otherwise furnished to Veritone by Licensee or its agents or representatives.

“**IP Rights**” means all forms of intellectual property rights and protections currently existing or hereafter recognized, developed or acquired, whether arising under the laws of a specified jurisdiction or granted by contract, license or otherwise, including without limitation all: (a) inventions and discoveries (whether or not patentable and whether or not reduced to practice), utility models, and all related patents, patent applications and patent disclosures; (b) trademarks, service marks, trade dress and logos, together with all adaptations, derivations and combinations thereof and associated goodwill, and all applications, registrations and renewals in connection therewith; (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith; (d) trade secrets, know-how, technical information, technology, methodologies and processes, rights in databases and rights to proprietary information; (e) computer software (including source and executable code, data, databases and related documentation), firmware, and development tools; (f) moral rights, privacy rights, publicity rights and other proprietary and/or intellectual property rights; (g) tangible and intangible embodiments of the foregoing in all forms and media now known or developed in the future; and (h) improvements, modifications, translations, enhancements and derivative works based on the foregoing.

“**Permitted Users**” means those authorized by Licensee to access and/or download Licensee Content on a recurring basis or one-off basis, as determined by Licensee in its sole discretion.

“**Platform**” means Veritone’s proprietary platform and all associated software, components, applications (including CORE and Digital Media Hub), application programming interfaces (API), services, tools, materials and information owned, controlled and/or provided by Veritone, which may be made available to Licensee as provided in the License Agreement.

“**Services**” means the Platform and the specific applications and services being made available to Licensee through the Platform, and any configuration, installation, training, support, consultation and/or other professional services performed by Veritone for the benefit of Licensee, as described in the License Agreement.

2. Rights Granted; Restrictions.

2.1 Licenses. For the Term (as defined below), Veritone grants to Licensee a nonexclusive, nontransferable, worldwide, limited and revocable right to use the Services for Licensee’s business operations, subject to the terms of this Agreement, including without limitation any additional terms or restrictions referenced or described in the applicable License Agreement. Licensee grants to Veritone a limited, nonexclusive license to use, reproduce, display and distribute Licensee Content only to the extent necessary and required for Veritone to perform the Services for Licensee, directly or through Veritone’s service providers.

2.2 Restrictions. Licensee shall not: (a) remove any product identification, copyright, trademark, service mark or other notices from the Platform or Services; (b) decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming or interoperability interfaces of the Platform or Services, including any files contained in or generated using the Platform (or permit any third party to do any of the foregoing); (c) access or use the Platform or Services in order to build or support, or assist a third party in building or supporting, products or services competitive to Veritone’s products or services; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, or otherwise commercially exploit or make available to any

third party the Platform or Services, except as expressly permitted under the terms of this Agreement; (e) introduce into the Platform or Services any programs, viruses, malware, worms, time bombs, Trojan Horses, software locks, backdoors, trapdoors, contaminants, and other harmful or malicious code; (f) use the Services in a manner that infringes upon or otherwise misappropriates the IP Rights of any third party or violates any applicable laws, rules or regulations; or (g) make the Platform or Services, or any programs or material resulting from the Platform or Services, available in any manner to any third party for use in the third party's business operations, except as expressly permitted in this Agreement. Veritone reserves the right to remove or disable Licensee's access to the Platform and/or Services if Licensee violates the foregoing restrictions and Veritone shall have no liability to Licensee in connection with such action.

3. Services.

- 3.1 **Conditions of Access.** Use of the Services shall not require any delivery of software or equipment from Veritone. Licensee and its Permitted Users shall use the Services in accordance with the terms and conditions of this Agreement and Licensee shall be responsible for any Permitted User's access to and use of the Licensee Content and Services, or breach of this Agreement. Licensee is responsible for determining and restricting access to Licensee Content for all Permitted Users and for all activity occurring under Permitted User accounts. Licensee agrees to take adequate measures to prevent unauthorized third parties from accessing the Services through CORE and Digital Media Hub, including keeping log in IDs and passwords of Permitted Users confidential and not granting access to third parties without proper approvals and authentication with Veritone. In the event that Licensee receives access to the Platform via Veritone's application programming interfaces (APIs), Licensee will be responsible for the configuration and/or maintenance of all interfaces required to integrate the Platform and Services with Licensee's owned or licensed software and systems in accordance with the API documentation to be made available by Veritone (as may be updated from time to time).
- 3.2 **Storage of Licensee Content.** Veritone will provide managed storage services and related data transfer services for all Licensee Content through Amazon Web Services (AWS) or an equivalent storage service in conjunction with the Services. Licensee shall be responsible for all costs associated with third party storage services, whether they are purchased directly from AWS or through Veritone. If purchased through Veritone, the fees for such managed storage and transfer (and/or any storage and transfer volumes included in the license fees) shall be as set forth in the License Agreement, and Veritone will provide notice to Licensee of any change in such fees within thirty (30) days of such change.
- 3.3 **Asset Retrieval and Delivery.** Delivery of Licensee Content to Permitted Users will occur by self-serve download. Different rendition types can be made available to different users or departments and files can be grouped for delivery. Licensee shall be responsible for limiting and restricting access of specific Permitted Users to Licensee Content.
- 3.4 **aiWARE Cognitive Processing.** If the Services include aiWARE cognitive processing, as specified in the License Agreement, Licensee will have the ability to initiate cognitive processing of Licensee Content residing in the Platform through the Platform's user interface (the "Cognitive Processing"). Cognitive Processing will be conducted via an automated process within the Platform. The specific cognitive classes and corresponding rates and/or number of hours of Cognitive Processing included in the Services shall be as set forth in the License Agreement. All other Cognitive Processing will be subject to availability of cognitive engines in the Platform and will be charged at Veritone's then-current processing rates. Each processing rate represents the rate per hour of media processed by a single cognitive engine within the respective cognitive class. All processing rates are based on the cognitive engines available in the Platform as of the Effective Date of the License Agreement and are subject to change.
- 3.5 **Third Party Services.** Veritone may use third party service providers to provide certain additional functionality and/or other services as part of the Services ("**Third Party Services**"). Such Third Party Services and the associated fees (if any) will be as set forth in the License Agreement. Veritone shall not be responsible for any impact on the implementation, receipt or performance of the Services caused by third-party servers or other third-party products or services used by Licensee to access the Services. Veritone's performance may be dependent upon the timely delivery of third-party component vendors not selected by Veritone. Veritone will not be responsible for any resulting impact on the delivery or performance of the Services in the event that such third-party components fail to be delivered or such third-party component vendors fail to perform as promised. Veritone may reasonably charge Licensee additional fees for any assistance provided by Veritone to achieve a workaround or other solution to delays or system deficiencies caused by the foregoing factors. Veritone shall not have any liability for any unauthorized access to or use, damage, destruction, alteration or loss of any files and data provided by Licensee, including the Licensee Content, resulting from any acts or omissions by a third-party vendor, including but not limited to AWS and Aspera.

4. Fees; Payment Terms.

- 4.1 **Fees.** In consideration for the license granted hereunder and Licensee's access and use of the Platform and Services, Licensee shall pay the license fees, and any processing, storage and/or other fees for the Services (including fees for any Third Party Services), as applicable, in the amounts and on the payment terms set forth in the License Agreement (collectively, the "**Fees**"). All Fees and other amounts due under this Agreement are payable in U.S. dollars.
- 4.2 **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.

4.3 **Reservation of Rights.** In addition to any other rights granted to Veritone herein, Veritone reserves the right to immediately suspend or terminate this Agreement, and Licensee's access to the Services, if Licensee's account becomes delinquent and is uncured for a period of ten (10) days after notice by Veritone. All claims for money due or to become due to Licensee from Veritone under the Agreement are subject to deduction or set off by Veritone for any claim arising from Client's deficiency or failure of performance hereunder.

5. Term and Termination.

5.1 **Term.** The term of this Agreement and the license granted hereunder shall be as set forth in the License Agreement (the "**Term**").

5.2 **Termination.** Either party may terminate this Agreement if the other party (a) breaches any representation, warranty, covenant or obligation in this Agreement, and has not cured such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or (b) files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors, or if any involuntary petition in bankruptcy or under any similar insolvency law is filed for and remains undismissed after thirty (30) days, or a levy or attachment is made against all or substantially all its assets, or if either party ceases to function as a going concern or ceases to conduct its operations in the normal course of business or is wound up or dissolved or declared insolvent. Notwithstanding the foregoing, Veritone may terminate this Agreement for an uncured breach (i) on ten (10) business days' notice for Licensee's failure to timely pay undisputed fees; or (ii) immediately on notice to Licensee if there is reasonable basis to believe that the Licensee Content or Licensee's use of the Services violates any applicable law, rule or regulation. Upon termination or expiration of this Agreement, all outstanding fees and other charges will become immediately due and payable.

5.3 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, (a) all licenses granted hereunder shall terminate; and (b) provided that Licensee has paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, Veritone shall provide Licensee with access to all Licensee Content in a format that is standard for Veritone for a period not to exceed sixty (60) days or as otherwise agreed to by the parties, provided that Licensee shall continue to pay for storage of Licensee Content until such Licensee Content is delivered and Licensee shall be responsible for any fees and costs associated with the transfer of Licensee Content to Licensee or its designee. Upon expiration of the sixty (60) day period, Licensee expressly acknowledges and agrees that Veritone may permanently delete any and all Licensee Content. No termination of this Agreement for any reason shall relieve or discharge, or be deemed or construed as relieving or discharging, any party hereto from any duty, obligation or liability hereunder which was accrued as of the date of such termination.

5.4 **Survival.** The provisions of Sections 4 (Fees; Payment Terms), 5.3 (Effect of Expiration or Termination), 6 (IP Ownership), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Indemnification), 10 (Limitation of Liability), 11 (Miscellaneous) hereof and the payment terms of the License Agreement, as applicable, shall survive the expiration or any early termination of this Agreement for any reason.

6. IP Ownership.

6.1 **Veritone Ownership.** The Services are licensed by Veritone to Licensee, and not sold. Licensee acquires only the right to use the Services in accordance with this Agreement and does not acquire any rights of ownership. Veritone (or its licensors or suppliers) owns or controls, and shall retain, all rights, title and interest in and to the Services, the Platform, and all other Veritone software, products, services and proprietary information, including but not limited to any elements, components, software, code, documentation, derivative works, enhancements, modifications and/or compilations of or relating to the Platform and Services, and any and all IP Rights associated with any of the foregoing ("Veritone Property"). Any rights not expressly granted to Licensee under this Agreement are reserved by Veritone, its licensors and suppliers.

6.2 **Licensee Ownership.** Licensee owns or controls, and shall retain, all rights, title and interest in and to all Licensee Content, including any and all IP Rights therein. Veritone shall have no responsibility for the legality, reliability, integrity, accuracy and quality of Licensee Content.

6.3 **Feedback.** During the Term, Licensee may provide Veritone with 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. **Confidentiality.** Neither party will use, or disclose to a third party, the other party's Confidential Information, other than as necessary to perform its obligations under this Agreement, without the other party's prior written consent. "**Confidential Information**" of a party means any information disclosed or made available by the party in the course of this Agreement. Each party will protect the other party's Confidential Information with the same degree of care that it exercises for its own Confidential Information, but no less than a reasonable degree of care. Confidential Information excludes any information that (a) becomes publicly known through no fault of the receiving party, (b) is already rightfully in the receiving party's possession without restriction when received, (c) is developed by the receiving party without the use of or reference to the other party's Confidential Information, (d) is rightfully received by the receiving party from a third party source without restriction, or (e) is required to be disclosed by law so long as the other party is given prompt notice of the legal request or order and the fullest opportunity under law to prevent or limit the disclosure. Each party acknowledges that its breach of this Section 7 may cause the other party substantial and irreparable harm for which the other party may seek equitable relief in addition to any available legal remedies.

8. Warranties and Disclaimers.

8.1 **Mutual Warranties.** Each party represents and warrants to the other that: (a) 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; (b) the person executing this Agreement is authorized to do so on its behalf; (c) this Agreement is valid and legally

binding upon it; and (d) 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, rule or regulation.

8.2 **Licensee Warranties.** Licensee represents, warrants and covenants that: (a) it owns or has all necessary rights in and to all Licensee Content or data transmitted to Veritone in connection with the Services, and shall maintain all licenses, consents and permissions necessary to use such Licensee Content or data in conjunction with the Services; (b) the Licensee Content does not violate or infringe any rights of any third party including but not limited to IP Rights; (c) it shall use the Services in compliance with the terms of this Agreement and all applicable laws, rules and regulations; and (d) it shall furnish only copies of the Licensee Content to Veritone for use in connection with the Services and shall retain its own originals and/or master copies of all Licensee Content.

8.3 **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.

8.4 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, 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.

9. Indemnification.

9.1 Veritone will defend, indemnify and hold harmless Licensee and its affiliates and their respective officers, directors, employees, agents, and licensors (hereafter for each Party, "**Representatives**") from and against any and all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) (collectively "**Losses**") incurred by Licensee or its Representatives in connection with any claim, demand, suit or proceeding brought by a third party arising from an allegation that the Platform or Services infringes upon a third party's IP Rights, except to the extent such alleged or actual infringement is caused by (a) Licensee's use of the Platform or Services outside the scope of rights granted to Licensee or otherwise in violation of this Agreement; (b) 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 (c) modification of the Platform or Services not performed or provided by Veritone, if the infringement would not have occurred but for such modification. If a third-party infringement claim results in an injunction against Licensee's use of any component of the Platform or Services, or if Veritone reasonably anticipates such an injunction, Veritone may, in its sole discretion, procure for Licensee the right to continue using the component, replace the component or modify the component to avoid the claim while retaining substantially the same functionality.

9.2 Licensee will defend, indemnify and hold harmless Veritone and its affiliates, and their respective Representatives from and against any and all Losses incurred by Veritone or its Representatives in connection with any claim, demand, suit or proceeding brought by a third party to the extent arising from (a) Licensee's use of the Platform or Services outside the scope of rights granted to Licensee or otherwise in violation of this Agreement; (b) Licensee's use of the Platform or Services in combination with the products of third parties (other than those approved in writing by Veritone); (c) modification of the Platform or Services not performed or provided by Veritone; (d) any allegation that any Licensee Content or other information, content, or data provided by Licensee or any party affiliated with Licensee constitutes a violation or infringement of any rights of a third party, including but not limited to IP Rights; (e) Licensee's breach of any representation or warranty contained in this Agreement; and (f) Licensee's gross negligence or willful misconduct.

9.3 The indemnifying party's indemnification obligations under this Section 9 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 (except that the indemnified party's prior written approval is required for any settlement that requires any payment by, imposes any material obligation on, or results in any ongoing material liability to, 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.

10. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE OR DATA) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO ALL FEES PAYABLE BY LICENSEE PURSUANT TO THE LICENSE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY WITH RESPECT TO A PARTY'S (I) INDEMNIFICATION OBLIGATIONS; (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (III) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS; OR (IV) PAYMENT OF FEES OWED HEREUNDER. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PERMITTED HEREUNDER.

11. General.

- 11.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to conflicts of laws principles, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California to resolve any dispute arising out of or related to this Agreement.
- 11.2 **Assignment.** Licensee shall not assign or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, without Veritone's prior written consent and any assignment or transfer in violation of this section shall be null and void. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee will be deemed to be a transfer for which prior written consent is required. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 11.3 **Entire Agreement.** This Agreement, including the License Agreement and any exhibits, appendices, and any other documents incorporated herein by reference, constitutes the entire agreement of the parties with regard to the Services and matters addressed herein and therein, and supersedes all prior agreements, proposals, discussions and other documents with respect to such subject matter. The failure of either party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision thereafter or of any other provision of this Agreement in any other instance. Any waiver shall be in writing signed by the party against whom such waiver is sought or enforced. This Agreement may not be amended or modified unless by a written document signed by both parties.
- 11.4 **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision of this Agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.
- 11.5 **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. Notices shall be deemed effective when delivered to the applicable address.
- 11.6 **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.
- 11.7 **Force Majeure Events.** Veritone's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond Veritone's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances, acts or regulations of governmental entities, Licensee's failure to comply with its obligations under this Agreement, unavailability or degraded performance of the Internet or other network elements.
- 11.8 **No Third Party Beneficiaries.** The parties do not intend, nor will any section hereof be interpreted, to create for any third party beneficiary rights with respect to either of the parties, except that the third party Representatives have the indemnification rights and benefits described herein.
- 11.9 **Independent Contractor.** Veritone, in furnishing Services to Licensee under this Agreement, is acting only as an independent contractor.
- 11.10 **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.