

LAST UPDATED: March 4, 2024

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions ("Terms and Conditions") apply to any Order Form related to the Services (as such capitalized terms are defined herein below) that references these Terms and Conditions.

1. Order Form; Controlling Terms. For purposes hereof, "Order Form" shall mean the order form, subscription form, statement of work or other written document that evidences the purchase by a customer ("Customer") of Services from any of Broadbean Technology Limited, a limited company incorporated under the laws of England and France, Broadbean, Inc., a Delaware corporation, Veritone Australia Pty Ltd (f/k/a Broadbean Technology Pty Ltd), a limited company incorporated under the laws of Australia, or Veritone France S.A.R.L., a limited liability company organized under the laws of France, in each case, as applicable ("Company"), either directly or through an authorized reseller of Company. The "Services" means the specific applications and services provided to Customer by Company, including through the access and use of the platforms and applications provided by the Company (the "Platform"), as applicable. The software components of the Platform and associated Services are referred to as "Software." The specific types and volumes of Services, fees and payment terms, and the term of the Services shall be as set forth in an Order Form. An Order Form may also contain other Service-specific terms and conditions. In the case of an Order Form entered into directly between Company and Customer (including where procured on behalf of or offered as part of a bundled solution to end users (each, an "End User")), (a) such Order Form shall be governed by and incorporates these Terms and Conditions, collectively referred to herein as this "Agreement"; (b) in the event of any conflict or inconsistency among the terms and conditions set forth in such Order Form 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 Order Form and (2) these Terms and Conditions; and (c) this Agreement constitutes the complete and exclusive agreement between Company and Customer with respect to the 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 an Order Form entered into between Customer and an authorized reseller of Company, such Order Form shall be governed by and incorporates these Terms and Conditions, collectively referred to herein as this "Agreement" and represents the agreement between Company and Customer governing the Services being purchased by Customer from such reseller under that separate Order Form, and Customer acknowledges and agrees that Company is an intended third-party beneficiary of such Order Form with respect to this Agreement and, therefore, may enforce its rights hereunder directly against Customer.
2. Term and Termination.
 - a. Term. The term of an Order Form is the period of time that begins on the Order Start Date and will continue until the Order End Date, both dates as specified on the Order Form (the "Initial Term"), unless sooner terminated in accordance with the terms of this Agreement. The term of these Terms and Conditions and the Agreement shall continue as long as an Order Form referencing or incorporating these Terms and Conditions remains valid and in effect. Termination or expiration of any Order Form shall leave other Order Forms unaffected.
 - b. Termination. Either party may suspend its performance under or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any warranty, term, condition or covenant of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach; or (ii) the other party shall be adjudicated bankrupt or shall petition for or consent to any relief under any bankruptcy, reorganization, receivership, liquidation, compromise, or any moratorium statute, whether now or hereafter in effect, or shall make an assignment for the benefit of its creditors, or shall petition for the appointment of a receiver, liquidator, trustee or custodian for all or a substantial part of its assets, or if a receiver, liquidator, trustee or custodian is appointed for all or a substantial part of its assets and is not discharged within thirty (30) days after the date of such appointment. This Agreement does not contain termination for convenience rights.
 - c. Effect of Termination. Upon termination of this Agreement, Customer shall immediately cease using the Platform and the Services and pay to Company any outstanding sums due under the Agreement.
 - d. Survival. The provisions of Sections 2.d, 4, 5, 6, 8, 10 and 12 hereof will survive the termination of this Agreement for any reason.
3. Services. The Services provided hereunder shall be as set forth on any Order Form.
4. Confidentiality. As used herein, any party that provides the other party any of its Proprietary Information will be deemed the "Disclosing Party" and the recipient thereof will be deemed the "Receiving Party." For the purposes hereof, "Proprietary Information" will mean all financial information, product and service pricing structures, business plans and strategies, processes, customer lists, contacts, sales data, analytics, software, algorithms, methods, inventions, and any other proprietary or trade secret information of the Disclosing Party provided to the Receiving Party hereunder. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information

(including, without limitation, all precautions the Receiving Party employs with respect to its own Proprietary Information); (ii) not to disclose any such Proprietary Information to any third person except to those of its employees, contractors, affiliates, third party service partners and vendors (collectively, "Representatives") that need to know such Proprietary Information in connection with the Services contemplated herein, provided that such Representatives are subject to written obligations of confidentiality and non-use of Proprietary Information that are at least as protective as those set forth herein; and (iii) not use, copy, extract or summarize such Proprietary Information or any portion thereof except to evaluate internally its relationship with the Disclosing Party and/or to provide the Services contemplated herein. Without granting any right or license, the Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or the Receiving Party's Representatives) generally available to the public; (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without any breach of an obligation of confidentiality; or (iv) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party. The burden of proving the existence of facts that would qualify information under foregoing exceptions (i)-(iv) will rest with the Receiving Party. The Receiving Party may make disclosures as required or compelled by applicable law, regulation, the rules of any stock exchange, or a 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. The obligations of the Company set forth in this Section 4 shall not apply to suggestions and feedback for Platform or Service improvement(s) provided by Customer and, as such, the Company shall have no obligation or liability to Customer for its use or disclosure of such feedback.

5. Representations and Warranties; Assumption of Liability; Disclaimer.

- a. Each party represents and warrants that (i) it has full right, power 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; and (iii) the execution, delivery and performance under this Agreement does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound.
- b. Customer represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including data privacy, security and telemarketing laws, self-regulatory standards and industry guidelines (e.g., CAN-SPAM, CCPA, COPPA, FCPA, the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising, the Interactive Advertising Bureau (IAB) Code of Conduct, and the Network Advertising Initiative (NAI) Code of Conduct) in connection with its use of the Services; and (ii) it will clearly and conspicuously post notices on its website(s) and/or application(s) regarding the collection, transfer and use of data collected on such website(s) and/or application(s) by it and third parties, including appropriate choice mechanisms, in accordance with the foregoing.
- c. Assumption of Liability for Customer's End Users. Company shall not be subject to, responsible for, or liable under any other terms, conditions, representations, warranties or obligations with respect to any Services procured by Customer on behalf of or offered as part of a bundled solution to Customer's End Users. Customer shall cause its End Users to agree to: (a) be bound by and comply with any Order Form and these Terms and Conditions; and (b) use the Services only in accordance with applicable laws, rules and regulations, including data privacy, security and telemarketing laws, self-regulatory standards and industry guidelines. Customer shall be responsible for all acts and omissions of its End Users in the use of the Services or breach of any Order Form or these Terms and Conditions. Customer will enforce the terms of its agreements with End Users, notify Company of any breach of any Order Form or these Terms and Conditions by its End User, including through the use or misuse of the Services, and give Company all reasonable assistance in connection with any proceedings that Company may institute related to such breach.
- d. Warranty Disclaimer. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES WITH RESPECT TO ANY ASPECT OF ITS SERVICES PROVIDED HEREUNDER AND ALL OF SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY COMPANY AND WAIVED BY CUSTOMER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT OPERATION OF OR USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OR TRANSMISSION OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- e. Export Compliance. The Platform and Services may be subject to export laws and regulations. Each party agrees that (i) it is not named on any U.S. or EU government denied party or sanctioned entity list and (ii) it shall comply in all respects with applicable export laws or regulations, including without limitation, laws, regulations and guidance enforced by the Office and Foreign Asset Control. Customer agrees that it will not permit any End User to access or use the Platform or Services in a U.S. or EU embargoed country or in violation of any applicable export laws or regulations.

- f. Anti-Corruption. Each party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including without limitation, the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act and any other EU applicable laws and directives. Customer represents and warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from any Company personnel or agent in exchange for licensing the Platform or Services. Reasonable gifts and entertainment provided in the ordinary course of business shall not be a violation of the foregoing restriction, provided that each party will comply with its internal policies and codes of conduct relating to the exchange of gifts or provision of entertainment. Each party will promptly notify the other party of any perceived or actual violations of its obligations under this Section.

6. Indemnification.

- a. Customer Indemnification. Customer will defend, indemnify and hold Company harmless from and against any losses, liabilities, damages and expenses (including reasonable attorneys' fees and legal costs) incurred by Company as the result of any claim, suit or proceeding brought against Company by a third party arising or resulting from (i) Customer's breach of any representation, warranty, covenant or obligations contained in this Agreement, including any obligations with respect to End Users in Section 5.c. herein, or any terms, conditions, requirements or restrictions imposed by third party vendors with respect to Customer's campaign; (ii) Customer's products or services, and/or any representations or marketing claims related thereto; (iii) creative materials or collateral prepared or placed for Customer to the extent created by Company pursuant to specific instructions or using materials provided by Customer; (iv) Customer Content (as defined herein) or (v) any gross negligence or willful misconduct of Customer in its performance of this Agreement; provided, however, that Company shall give Customer prompt notice of any such claims, cooperate with Customer in responding to such claims, and permit Customer to control the defense or settlement of such claims without Company's prior written consent only insofar as such claims may be settled without liability, admission of wrongdoing or any other prejudice to any rights or interests of Company.
- b. Company Indemnification. Company will defend, indemnify and hold Customer harmless from and against losses, liabilities, damages and expenses (including reasonable attorneys' fees and legal costs) incurred by Customer as a result of any claim, suit or proceeding brought against Customer by a third party arising or resulting from arising out of or relating to any claim alleging the Platform or Services infringe upon or violate any third party's patent, copyright, trade secret, proprietary, or other intellectual property rights. Company's indemnity obligations are conditioned upon: (a) Customer's prompt written notification of any such claim, (b) Customer's reasonable cooperation with Company with the defense and investigation of any such claim, and (c) Company having sole control of the defense of any such claim and all negotiations for its settlement. Notwithstanding the foregoing, in all events, Customer shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Customer's sole cost and expense. If Customer's use of the Platform or Services becomes or, in Company's reasonable opinion, is likely to become the subject of such a claim, Customer will permit Company, at Company's sole expense and option to: (1) procure for Customer the right to continue to use the Platform or Services; (2) replace or modify the Platform or Services related to the allegation so Customer's use of the Platform or Services no longer infringes upon or violates the intellectual property rights of a third party; or (3) if the options contained in items (1) or (2) are unavailable or impossible, terminate this Agreement, accept the return of the Platform or Services, and grant to Customer a prorated refund of all applicable prepaid Fees related to the infringement allegation. This Section 6(b) reflects Company's entire liability and Customer's exclusive remedies for infringement of intellectual property rights of any kind.
- c. Indemnity Exclusions. Company shall have no responsibility to Customer, through indemnification obligations or otherwise, to the extent any third party infringement claim is the result of: (i) Customer's use of the Platform or Services except as permitted under this Agreement and any applicable documentation (including the unlicensed use of the Platform or Services by Customer); (ii) any use of the Platform or Services in combination with any third party software or products that are not expressly authorized by Company; or (iii) any modification to the Platform or Services by Customer or for Customer by any third party other than Company.

7. Payment.

- a. Customer shall pay Company for the Services provided hereunder in accordance with the terms set forth on the applicable Order Form and this Section 7. All payment obligations, amounts payable by Customer for the Services ("Fees") and any other amounts due hereunder are non-cancelable, and all amounts paid by Customer in connection with this Agreement are non-refundable. All Fees set forth on an Order Form are exclusive of applicable taxes, including sales taxes and VAT (if any), which shall be paid by Customer at the rate and in the manner prescribed by applicable law. All Fees, taxes (including sales tax and VAT, as applicable) and other charges invoiced to Customer are due in full within 30 days of the date of invoice, without deduction. If applicable, the amounts billed on such invoice will include the greater of (i) the minimum monthly campaign budget (or similar entry stated on any Order Form) and (ii) actual Fees incurred for the Services, which, if in excess of the estimated monthly campaign utilization (or similar entry stated on any Order Form), will be the aggregate amount authorized by Customer in writing. Late payments will incur interest in an amount equal to the lesser of 1.5% per month or the maximum allowable under applicable law. Customer shall reimburse Company for all costs and expenses (including reasonable attorneys' fees) incurred in collecting past due amounts.

- b. All price increases for a Renewal Term shall occur as set forth on the applicable Order Form or as otherwise agreed by the parties. All price increases will be effective upon the commencement of any Renewal Term. Billing for any pricing increases will commence in the first month of any Renewal Term.
- c. Without prejudice to any other right or remedy of Company, Company shall be entitled to suspend any Services to which Customer has access until payment of all overdue invoices has been made in full.

8. Software. The following terms and conditions outlined in this Section 8 specifically relate to any Software provided by Company:

- a. License. Company hereby grants to Customer during the Term a limited, 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 the Customer's internal business purposes (the "License").
- b. Reservation of Rights. The Platform and Services are licensed by Company to Customer, and not sold. Customer 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 Company or Company-licensed software, technology, materials, information or Intellectual Property Rights to Customer. 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 Company and/or its respective licensors and all use thereof shall inure to the benefit of Company and/or its respective licensors. Except as expressly set forth in this Agreement, no right or license, express or implied, is granted to Customer 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 Company 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.
- c. Third Party Licenses. Certain software components of the Platform and Services are supplied pursuant to license agreements from third parties, and Customer agrees that Customer's use of the Platform and Services shall be subject to the provisions of such third party license agreements.
- d. Restrictions.
 - i. License Restrictions. Customer 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, Customer 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 Customer or for which Customer 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 Company 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 Customer's own programs or compile any portion of them in combination with Customer'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 Customer's authorized users for which Customer has procured UserIDs (as defined below) from Company, to access and use the Platform or Services; (vi) upload or transmit through the Platform or Services any Customer Content (as defined below) with respect to which Customer 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 Customer'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.
 - ii. Prohibited Acts. Customer acknowledges and agrees that Customer 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 Company provides Services to users. Without limiting the generality of the foregoing, Customer 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 Customer has not been granted authorization to access under this 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 Customer'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 Company 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 Company'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.

- e. Access and Use. Company will enable Customer 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 Customer by Company (each, a "UserID"). Customer shall be given that number of UserIDs as specified in the Agreement. Customer will provide accurate and complete information in registering its authorized users for account access. Customer acknowledges and agrees that the log-in credentials assigned hereunder are Confidential Information and may only be used by Customer and its authorized users to access the Platform in accordance with the terms of this Agreement, and that Customer will not publish, share, or otherwise enable any third party, directly or indirectly, to access the Platform for any purpose. Customer further agrees that Customer is responsible for its and its authorized users' use of the Platform, including use via the UserIDs, and for any consequences thereof. Customer agrees to immediately notify Company of any unauthorized or improper use of any log-in credentials of Customer. All of the rights, obligations, restrictions, representations and warranties related to Customer's access and use of the Platform under this Agreement shall apply to Customer and all of its Representatives. Customer 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.
- f. Intellectual Property. As between Company and Customer, Company 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 Company and/or its respective licensors, including in connection with Company's provision of the Platform and Services to Customer under this Agreement ("Company Property"). As between Customer and Company, Customer retains all right, title and interest (including Intellectual Property Rights) in and to the Customer Content, and any software, technology, materials and information which are independently created, authored, developed, conceived or reduced to practice by Customer.

g. Customer Content

- i. Content Ownership. Customer represents and warrants that (i) Customer and/or its licensors own all right, title and interest in and to all material, content, media or data that Customer uploads to or transmits through the Platform or Services (collectively, "Customer Content"), or otherwise have all rights in such Customer Content as necessary to furnish to Company and use the same in connection with Customer's use of the Platform and Services and to grant the rights granted by Customer in this Agreement, and (ii) such Customer Content, and Customer's and Company'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.
 - ii. License to Content. In addition to any other rights expressly provided in the Agreement, Customer hereby grants to Company and its third party service providers a non-exclusive, royalty-free, worldwide license to use and display all Customer Content that Customer provides to Company or that are otherwise uploaded to or captured by the Platform through Customer's use of the Platform and Services, solely as required for Company to provide the Services and perform its obligations under this Agreement.
 - iii. Data Security and Destruction. Company shall keep all Customer Content strictly confidential. Company shall maintain and use appropriate administrative, physical, and technical safeguards and measures for protection of the security, confidentiality and integrity of all Customer 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. Customer Content shall be used and stored by Company solely to the extent required to provide the Services and perform its obligations under this Agreement, and Company shall not use or store the Customer Content for any other purpose whatsoever. Company shall ensure that all personnel and third party service providers having access to the Customer Content are subject to confidentiality obligations with respect thereto. Company shall notify Customer within a reasonable time in the event that Company determines that a security breach has resulted in an unauthorized disclosure of or access to Customer Content. Upon termination of this Agreement or upon the written request of Customer at any time, Company shall ensure the deletion and destruction of all Customer Content.
- h. Service Level Agreement. The Services provided by Company to Customer hereunder shall be in accordance with the terms of the Service Level Agreement set forth on Exhibit 1 annexed hereto.

- i. Suspension. Company reserves the right to temporarily suspend the Services or terminate the Agreement in the event of a breach by Customer of the obligations under this Section 8.
9. Data Protection Addendum. The parties agree to be bound by the Data Protection Addendum found [here](#). Company may transfer personally identifiable information ("Personal Data") collected within the UK, EU or Switzerland to Company's affiliated entities in other countries. Where such transfer is required, Company has executed the Standard Contractual Clauses with those affiliated entities as set out in European Commission Decision (EU) 2021/914 of 4 June 2021, as well as the UK International Data Transfer Addendum to the EU Standard Contractual Clauses as issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 (as applicable to any transfers from the UK to non-adequate third countries). Company affiliates to which Company may transfer Personal Data are located in the following countries: the United States, Australia, Israel and India.
10. LIMITATION OF LIABILITY. NEITHER PARTY WILL 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, BREACHES OF SECTION 4 (CONFIDENTIALITY) AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, A PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT DUE FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. CUSTOMER ACKNOWLEDGES THAT THE FEES AND CHARGES SET FORTH HEREIN ARE DEPENDENT ON CUSTOMER'S AGREEMENT TO SUCH LIMITATIONS AND THAT, WITHOUT SUCH LIMITATIONS, FEES AND CHARGES ASSESSED FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.
11. Non-Exclusivity. Customer acknowledges that Company is in the business of promoting the interests of its customers with respect to the services it provides hereunder. As such, nothing in this Agreement will restrict Company's ability to represent other customers and provide services substantially similar to or the same as the services provided hereunder to such other customers.
12. Miscellaneous.
- a. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required if Company assigns this Agreement in its entirety to an affiliate or to a successor entity in connection with a change in control, including any merger, combination or sale of all or substantially all of its assets.
 - b. Controlling Law.
 - i. United States and Canada. If Customer is domiciled in the United States or Canada, this Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. The sole and exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in Orange County, California. The parties hereto consent to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or federal law, as applicable.
 - ii. Australia. If Customer is domiciled in Australia, this Agreement will be governed by and construed in accordance with the laws of Australia. The sole and exclusive jurisdiction and venue for actions related to this Agreement will be the courts located in New South Wales, Australia. The parties hereto consent to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Australian law.
 - iii. France. If Customer is domiciled in France, this Agreement will be governed by and construed in accordance with the laws of France. The sole and exclusive jurisdiction and venue for actions related to this Agreement will be the Commercial Courts of Paris. The parties hereto consent to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by French law.
 - iv. Germany. If Customer is domiciled in Germany, Austria or Switzerland, this Agreement will be governed by and construed in accordance with the laws of Germany. The place of jurisdiction will be Berlin.
 - v. UK and Rest of World. If Customer is domiciled in the United Kingdom or any other territory or jurisdiction that is not covered by Sections 12(b)(i)-(iii) hereof, this Agreement will be governed by and construed in accordance with the laws of England and Wales. The sole and exclusive jurisdiction and venue for actions related to this Agreement will be the courts having competent jurisdiction in

London, England. The parties hereto consent to the exclusive jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by English law.

- c. Severability. All provisions of this Agreement will be considered as separate terms and conditions, and in the event any one will be held illegal, invalid or unenforceable, all other provisions hereof will remain in full force and effect as if any such illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case, Company and Customer agree to appropriately amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.
- d. Independent Contractors. The parties hereunder are independent contractors. Except as expressly provided herein, neither party will have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party. This Agreement is not intended, nor will it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship.
- e. Entire Agreement. This Agreement, together with all exhibits, order forms, schedules and amendments hereto, constitutes the entire agreement between Company and Customer with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements between the parties concerning the subject matter hereof, whether oral or written. No waiver, modification, alteration or amendment of any of the terms and conditions hereof will be effective unless and until set forth in writing duly signed by an authorized agent or employee of each of Company and Customer. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if Company accepts or does not otherwise reject the purchase order or other ordering document.
- f. Force Majeure. Except for the obligation to make payments of any fees and charges due hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond such party's control, including, without limitation, acts of war, terrorism, epidemics or pandemics, acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, failure of the Internet or any component or operating 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 commercially reasonable efforts to promptly correct such failure or delay in performance. If Company is unable to provide Customer with the Services 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.
- g. Publicity. Company may use Customer's name and logo in connection with customer lists on its website, in marketing, media and investor relations materials and in the Company's SEC filings. All other references, announcements, and/or press releases with respect to Customer by Company will require the prior written approval of Customer, with such approval not to be unreasonably withheld, conditioned or delayed.
- h. Notice. All notices to either party shall be in writing and delivered by hand, certified mail or overnight delivery to the address set forth by Company and Customer in the signature block below, or to such other address as either party shall give by notice to the other party in accordance with this Section and such shall be deemed effective upon delivery. Alternatively, the parties may, at their election, utilize electronic mail as the method of delivery of any such notice provided hereunder, with a copy, in the case of Company, to legaldept@veritone.com. Notices sent by email shall be delivered to the email addresses designated by a party during the Term and shall be deemed effective upon confirmation of delivery by a "read receipt" or other such notice of delivery generated by the applicable email system, but in any event, by reply of the recipient of such notice.
- i. Updates. The Company may provide updates to or otherwise modify the Services from time to time; provided however, such updates will not materially degrade the operation of the Services. Any such updates shall be provided at no cost to Customer.
- j. No Continuing Waiver. Any waiver by Company of any breach of any term of this Agreement will not be deemed to be a continuing waiver but will apply solely to the instance to which such waiver is directed.
- k. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- I. Counterparts. Any Order Form subject to this Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same instrument. Any Order Form subject to this Agreement may also be executed electronically, and such electronic signatures will be deemed valid and binding upon the parties and will serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties agree that an electronic copy of this Agreement may be used for any and all purposes for which an original may be used.

EXHIBIT 1

Service Level Agreement

- a) The minimum target uptime for the Platform will be 99.44% in any month, based on 24/7 availability.
- b) The Customer will be entitled to a refund equivalent to one week's worth of the annual fee where the availability of P1 elements of the system fall below the minimum target uptime in a month. The P1 elements of the system are:
 - i. Majority of users cannot log into the system; and/or
 - ii. Majority of users are unable to post job adverts out from the system, where the issue or failure does not result from job board issues
- c) The loss of availability begins from the point that the Customer logs the first call with the Helpdesk and makes Company aware that the issue is affecting multiple users.
- d) This SLA excludes any downtime caused by any relevant action or inaction of the Customer (including, but not limited to, web connection and mail server faults), failure due to Force Majeure or other circumstances beyond Company's reasonable control.
- e) This SLA also excludes any downtime due to scheduled and pre-notified maintenance, Company shall endeavour to provide the Customer notice of all scheduled maintenance at least 72 hours in advance of such work.
- f) To be entitled to a refund under this SLA, the Customer must have settled all invoices in accordance with the Agreement.