

**VERITONE SYNTHETIC VOICE SOLUTION**  
**MASTER LICENSE TERMS AND CONDITIONS (CUSTOM VOICE MODEL)**

These Master License Terms and Conditions (Custom Voice Model) (“Terms and Conditions”) apply to any License Agreement related to a license to access and use the Veritone Synthetic Voice Solution (“VaaS”) solution and associated services (collectively, the “VaaS Solution”). For purposes hereof, “License Agreement” shall mean the written or electronic license agreement, order form, subscription form, statement of work or other document that evidences the purchase by a customer (“Customer”) of a license to access and use the VaaS Solution from Veritone, Inc. or one of its subsidiaries (collectively, “Veritone”) to enable Customer to create and use Custom Voice Models, and/or use Veritone Voice Models, to produce Synthetic Voice Audio Files of a designated voice. The specific services, fees and payment terms, amount of storage and/or data transfer (as applicable), number of authorized users (as applicable), and the term of the license shall be as set forth in the License Agreement. The License Agreement may also contain other license-specific terms and conditions. The License Agreement and these Terms and Conditions are collectively referred to herein as this “Agreement.” In the event of any conflict or inconsistency between the terms of the License Agreement and the terms in these Terms and Conditions, the terms of the License Agreement shall control.

**1. Definitions.**

- 1.1. Authorized End User** means an individual end user of the VaaS Solution who is an employee, contractor, consultant or representative of Customer.
- 1.2. Clearances and Releases** means all rights, clearances, approvals, licenses, permissions and consents required from the relevant right holders, including the Voice Talent, for Veritone and its licensors to exercise and perform their rights and obligations set out in this Agreement, including but not limited to publicity releases and copyright releases.
- 1.3. Custom Voice Model** means a Voice Model that is created by Veritone specifically for Customer utilizing Voice Training Data.
- 1.4. Customer Content** means any data, material, media or other content that Customer uploads to the VaaS Solution or otherwise furnishes to Veritone, including Voice Training Data, Metadata and Input Material.
- 1.5. Input Material** means all information, text, images, audio or audiovisual recordings, and other content and materials uploaded to the VaaS Solution by Customer or its Authorized End Users, for the purpose of generating Synthetic Voice Audio Files.
- 1.6. Intellectual Property Rights** means all forms of proprietary rights, title, interest, and ownership including patents, patent rights, copyrights, trademarks, trade dresses, business names, logos, domain names, trade secrets, inventions, rights in design, know-how, mask works, database rights, moral rights, publicity rights, goodwill, rights in confidential information and all similar rights of every type, whether registered or unregistered, together with all translations, adaptations, derivations, any combinations thereof, 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.
- 1.7. Metadata** means a descriptive association belonging to an individual Voice Training Data file containing full and complete information regarding the nature of the content included in the file (e.g. in relation to any text, performance, music recording, musical composition etc.) and the identity of each rights holder holding rights to the same.
- 1.8. Synthetic Voice Audio Files** means audio files and/or related outputs generated by a Voice Model.
- 1.9. Veritone Content** means all data, material, media and other content of Veritone and/or its licensors that is made available by Veritone in connection with the VaaS Solution or is otherwise furnished by Veritone to Customer.
- 1.10. Veritone Voice Model** means a Voice Model generally made available by Veritone through the VaaS Solution for use by any Customer.
- 1.11. Voice Model(s)** means a text-to-speech or speech-to-speech computer model that can mimic unique vocal characteristics of a designated speaker. A voice model is a set of parameters in binary format that is not human readable and does not contain audio recordings. It cannot be reverse engineered to derive or construct the audio recordings of a human being speaking. As used herein, the term “Voice Model(s)” includes Veritone Voice Model(s) and Custom Voice Model(s).
- 1.12. Voice Talent** means individuals or target speakers whose voices are recorded and used to create Voice Models that are intended to mimic the Voice Talent’s speech.

**1.13. Voice Training Data** means the audio recordings of Voice Talent and/or source speakers supplied by Customer and used for the purpose of training and developing the Custom Voice Model.

**2. Provision and Use of the VaaS Solution.**

**2.1. License; Restrictions.** Subject to this Agreement, Veritone grants to Customer a limited, nonexclusive, nontransferable, revocable, nonsublicensable license, solely during the Term, to use the VaaS Solution solely to develop Custom Voice Models and to use Custom Voice Models and Veritone Voice Models to produce Synthetic Voice Audio Files of a designated voice and for no other purpose. Customer shall not (and shall not permit any third party to): (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display or otherwise make the VaaS Solution available to any third party, or use the VaaS Solution to provide services to any third party; (ii) reverse engineer, decompile, disassemble, modify, translate, reconstruct, omit, distort, alter, obscure, copy or create derivative works of, or attempt to derive the source code of, all or any portion of the Custom Voice Model(s), VaaS Solution, any underlying software, or any other Veritone Property (as defined below) or disclose or deliver the same to a third party; (iii) remove any proprietary notices, labels or marks from the VaaS Solution; (iv) violate any laws, rules or regulations, or any third party rights, in its use of the VaaS Solution; (v) disable, hack or otherwise interfere with any security, digital rights management, verification or authentication mechanisms implemented in or by the VaaS Solution or other Veritone software or technology, or enable others to do so; (vi) 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 VaaS Solution, or prohibits, denies or delays access to the VaaS Solution by other users; or (vii) introduce into the VaaS Solution any program, file or routine (such as a worm, Trojan horse, cancel-bot, time bomb or virus) irrespective of whether any such program, file or routine results in detrimental harm to the VaaS Solution. Notwithstanding the foregoing, the VaaS Solution contains certain software components that are supplied by third parties (collectively, "Third Party Programs"). Customer acknowledges and agrees that such Third Party Programs are subject to the license terms imposed by such third parties, which may include restrictions and/or obligations related to the copying, modification, disclosure and/or distribution thereof, and that Customer's use of the Third Party Programs will be subject to such third party license terms.

**2.2. Access and Use.** Veritone will enable Customer to access and use the VaaS Solution for the duration of the Term, subject to any early termination of this Agreement in accordance with the terms hereof. Access to the VaaS Solution will be through unique log-in credentials assigned to Customer by Veritone (each, a "User ID"). Customer shall be given that number of User IDs as specified in the License Agreement. Customer will provide accurate and complete information in registering its Authorized End Users for account access. Customer acknowledges and agrees that the User IDs assigned hereunder are Confidential Information and may only be used by Customer and its Authorized End Users to access the VaaS Solution 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 VaaS Solution for any purpose. Customer further agrees that Customer is responsible for its and its Authorized End Users' use of the VaaS Solution, including use via the User IDs, and for any consequences thereof. Customer agrees to immediately notify Veritone 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 VaaS Solution under this Agreement shall apply to Customer and all of Customer's Authorized End Users. Customer shall be responsible for all acts and omissions of its Authorized End Users in the performance of this Agreement and for any breach of this Agreement by any of its Authorized End Users. Veritone will not be responsible for any software or hardware, telecommunications equipment, infrastructure, or other expenses required for Customer or its Authorized End Users to use or access the Voice Models or the VaaS Solution.

**2.3. Veritone's Processing, Use and Retention of Customer Content.** Subject to the payment of the relevant fees set out in the License Agreement, Customer will maintain the exclusive rights to use any Custom Voice Model created at Customer's instruction, and Veritone will make the Custom Voice Model available to Customer for the sole purposes of (i) generating Synthetic Voice Audio Files for Customer (or its Authorized End Users) or for third parties expressly authorized by Customer, (ii) protecting the security and integrity of the VaaS Solution, and (iii) as set out in this Agreement or otherwise agreed upon by Veritone and Customer. Veritone will secure and store Customer Content and Custom Voice Model(s) utilizing administrative, physical and technical safeguards designed to ensure the security, confidentiality and integrity of data, consistent with relevant industry standards, as appropriate for the nature of particular data. To the extent that Customer is not an end customer, the Data Protection Terms in Appendix A shall apply to the parties.

**3. License to Customer Content.** Subject to this Agreement, Customer hereby grants to Veritone and Veritone's licensors a nonexclusive, royalty-free license to host, reproduce, store, copy, edit, mine, modify, exploit and otherwise use the Customer

Content in connection with the creation, development, maintenance, updating and retention of Custom Voice Models and generating Synthetic Voice Audio Files.

#### **4. Customer Responsibilities.**

**4.1. Voice Talent Consent.** Prior to uploading Voice Training Data into the VaaS Solution or otherwise furnishing it to Veritone, Customer must obtain and maintain the following Consents and Releases: (i) an explicit written consent from Voice Talent to use the Voice Training Data to create a Custom Voice Model and generate Synthetic Voice Audio Files therefrom, and for Veritone's (and its third party licensors) processing, reproduction, use and retention of Voice Training Data; (ii) an audio recording of Voice Talent's consent, in the format and containing the content specified by Veritone; and (iii) an acknowledgement that any disclosures required by law (if any) have been shared with Voice Talent. Customer shall provide Veritone with a copy of the Voice Talent Consents and Releases upon Veritone's request.

**4.2. Provision of Voice Training Data and Use of Custom Voice Model and Synthetic Voice Audio Files.** Customer will provide all necessary Voice Training Data in the format and in accordance with the requirements provided by Veritone and will be solely responsible for the reliability, accuracy, lawfulness and integrity of Voice Training Data and Metadata associated therewith. Customer must obtain, maintain and ensure compliance with all necessary Clearances and Releases in relation to its use of the Custom Voice Model. Customer is solely responsible for the use of the Custom Voice Model and Synthetic Voice Audio Files including all Input Material submitted therewith. Customer shall endeavor to comply with any and all current technical documentation applicable to the Custom Voice Model(s) as provided by Veritone from time to time. Customer undertakes to ensure that all Input Material uploaded to the VaaS Solution is lawful and does not infringe on the rights of any third party.

#### **4.3. Restrictions on Use of Voice Models and Synthetic Voice Audio Files.**

**4.3.1.** Customer will disclose the synthetic nature of the Synthetic Voice Audio Files to listeners such that they are not likely to be deceived or duped—or able to prank others—into believing they are interacting with a real person.

**4.3.2.** Customer will not use Voice Models to: (i) deceive or intentionally misinform people; (ii) claim to be from any person, company, government body, or entity without explicit permission to make that representation and/or impersonate to gain unauthorized information or privileges; (iii) create, incite, or disguise hate speech, discrimination, defamation, terrorism, or acts of violence; (iv) exploit or manipulate children; (v) disguise policy positions or political ideologies; or (vi) disseminate unattributed content or misrepresent sources.

**4.3.3.** Voice Models must not be used to simulate the voice of politicians or government officials, even with their consent.

**4.4. Compliance with Laws and Agreements.** Veritone does not actively monitor or moderate the audio content uploaded into or generated by Customer's use of the VaaS Solution. Customer is solely responsible for ensuring its uses of the VaaS Solution and the Voice Models comply with all applicable laws, rules, regulations and industry guidelines and standards, and the terms of any applicable agreements with Voice Talent.

#### **5. Intellectual Property Ownership.**

**5.1. Veritone Property.** The VaaS Solution is licensed by Veritone to Customer, and not sold. Veritone and/or its licensors retain all right, title and interest (including Intellectual Property Rights) in and to the VaaS Solution and the Voice Models (including Veritone Voice Models and Custom Voice Models), including, but not limited to, all elements, components, content, technology, software, code, documentation, derivative works, revisions, enhancements, modifications, condensations and/or compilations of or relating to the VaaS Solution and the Voice Models, and any trademarks, trade names, brand identifiers, materials and information, which are created, authored, developed, conceived and/or reduced to practice by Veritone and/or its respective licensors (collectively, "Veritone Property"). Customer acquires only the right to use the VaaS Solution and the Voice Models in accordance with this Agreement and does not acquire any rights of ownership. All rights not expressly granted to Customer in this Agreement are expressly reserved for Veritone and its licensors. Customer agrees that it will not claim or assert any right or title to the Veritone Property, Veritone Content or any intellectual property of Veritone or its licensors or attempt to transfer any right, title or interest to third parties. Customer agrees not to reproduce, use, disclose, distribute or otherwise exploit the Veritone Property except as expressly authorized in this Agreement. Notwithstanding the foregoing, Veritone agrees that Customer shall have exclusive rights to use any Custom Voice Model created for Customer, and Veritone shall not use or otherwise exercise any rights in any Custom Voice Model for its own benefit or for the benefit of any third party, other than an Authorized End User.

- 5.2. Customer Property.** As between Customer and Veritone, Customer and/or its respective licensors retain all right, title and interest (including Intellectual Property Rights) in and to the Customer Content and any Synthetic Voice Audio Files generated by the Voice Models specifically for Customer.
- 5.3. Third Party Rights.** Veritone shall not be required to make any payments relating to, arising out of, or in connection with the exploitation of Customer Content or Synthetic Voice Audio Files in accordance with this Agreement and Customer shall be responsible for paying all royalties, commissions, fees or other monies due to any appropriate third parties in connection with the publication, reproduction, communication to the public and all other uses of Customer Content and the Synthetic Voice Audio Files.
- 6. Fees, Charges and Payment.**
- 6.1. Fees.** In consideration for the license granted hereunder and Customer's access and use of the VaaS Solution, Customer shall pay the license fees, Custom Voice Model fees, and any processing, storage and/or other fees for the 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 hereunder are stated and payable in U.S. dollars.
- 6.2. 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 VaaS Solution and any other transactions contemplated hereby, including VAT and applicable sales tax. Customer will 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). If Veritone is required to pay any such taxes, duties or fees, Customer will reimburse Veritone for such amounts immediately upon receipt of Veritone's invoice thereof.
- 6.3. Suspension of 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 Customer, and Customer's access to the VaaS Solution and any Custom Voice Model, if Customer fails to comply with any part of its payment obligations set forth herein. Such suspension of service will not suspend or otherwise affect Customer's payment obligations set forth herein.
- 7. VaaS Solution Updates; No Support or Maintenance.** Veritone may extend, enhance, or otherwise modify the VaaS Solution at any time. If any updates to the VaaS Solution are made available by Veritone, the provisions of this Agreement will govern such updates, unless an update is accompanied by a separate license in which case the terms of that license will govern. Except as expressly set forth in this Agreement, Veritone is not obligated to provide any maintenance, technical or other support for the VaaS Solution. Customer acknowledges that Veritone has no express or implied obligation to announce or make available any updates to the VaaS Solution to anyone in the future. Should an update be made available, it may have features and/or functionality that are different from those found in the VaaS Solution licensed hereunder.
- 8. Other Terms and Conditions.**
- 8.1. Amended or Additional Terms.** Veritone reserves the right, in its discretion, to revise this Agreement and/or impose additional terms and conditions applicable to the access and use of the VaaS Solution (collectively, "Additional Terms"). Any Additional Terms will be communicated to Customer by Veritone through the VaaS Solution or other means. Customer will be deemed to have agreed to any such Additional Terms, and this Agreement will be deemed to be automatically amended to incorporate such Additional Terms, unless Customer provides written notice of rejection of the Additional Terms to Veritone within 30 days following receipt of Veritone's communication, in which case the parties will negotiate in good faith to reach mutual agreement on such Additional Terms.
- 8.2. Use of aiWARE.** Customer acknowledges that the VaaS Solution is an application deployed on Veritone's aiWARE operating system ("aiWARE") and, accordingly, in conjunction with Customer's access to and use of the VaaS Solution, Customer may have access to certain features, functionality and/or other applications of aiWARE. Customer's access to and use of aiWARE shall be subject to the Veritone Master License Terms and Conditions, available at <https://www.veritone.com/terms-conditions/>, as may be updated from time to time (or the terms and conditions of a separate written agreement between Veritone and Customer), in addition to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and Veritone Master License Terms and Conditions, the provisions set forth in this Agreement will prevail and govern with respect to the VaaS Solution.
- 9. Feedback.** Customer may provide Veritone with written evaluations, comments and/or suggestions (collectively, "Feedback") regarding the VaaS Solution or Voice Models. Customer acknowledges and agrees that any Feedback provided to Veritone by Customer hereunder will be deemed to be Veritone Property, and Customer 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, Customer acknowledges that Veritone is not obligated to act on any such Feedback.

## **10. Confidentiality.**

- 10.1.** Each party (a “Receiving Party”) acknowledges and agrees that during the Term and in the course of using the VaaS Solution and/or performing its duties under this Agreement, it may receive or have access to confidential and proprietary information of the other party (a “Disclosing Party”) and its and/or its customers’, vendors’, or third party service providers’ business or technologies, including but not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, and sales and marketing plans, and any other information which by its nature would reasonably be considered to be confidential, proprietary or trade secret information (collectively, “Confidential Information”). Without limiting the foregoing, Confidential Information of Veritone shall include the VaaS Solution and all associated software and documentation (excluding any open source software contained therein that is subject to licensing terms that do not impose any restrictions on the use or disclosure thereof), the Veritone Content and the Feedback. 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 VaaS Solution 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 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. 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; provided, that the foregoing shall not apply to Confidential Information which a Receiving Party is required to retain copies for legal, regulatory or compliance purposes.
- 10.2.** The Receiving Party may make disclosures (i) as required by applicable law or the rules of an 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 (a) provides the Disclosing Party with prompt written notice of any such compelled disclosure, (b) uses commercially reasonable efforts to limit disclosure, (c) uses commercially reasonable efforts to obtain confidential treatment or a protective order in connection with the information subject to such compelled disclosure, and (d) allows the Disclosing Party to participate in any such proceeding.

## **11. Warranties and Disclaimers.**

- 11.1. 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 and be bound by this Agreement and carry out its obligations hereunder; (ii) this Agreement and the performance hereunder by such party does not or will not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound, or violate any applicable law, rule or regulation; and (iii) it will comply with the Data Protection Terms set forth on Appendix A attached hereto and incorporated herein by reference.
- 11.2. Customer Representations and Warranties.** Customer further represents and warrants that: (i) it is the sole and exclusive owner of the Customer Content submitted to Veritone or is the authorized representative of the applicable copyright owner(s) of such Customer Content; (ii) it has obtained or will obtain (before the Voice Training Data is uploaded to the VaaS Solution or otherwise furnished to Veritone) all Consents and Releases and no Customer Content is subject to any guild, union or other collective bargaining agreement and no consent or authorization from, or any payment to, any third party is required in connection therewith or the exercise of any of the Intellectual Property Rights contained therein; (iii) the Customer Content submitted to Veritone will not infringe the rights of any third party (including copyright), and will not contain any matter which violates any applicable law or regulation and will not violate the right of privacy or publicity, or infringe any trademark or other personal or property interests; (iv) it will not use the VaaS Solution or Voice Models in any way or for any purpose that could, in Veritone’s reasonable opinion, be considered obscene, blasphemous, defamatory, promote or incite terrorism or hatred based on religion, race or disability, or is

illegal pursuant to all applicable laws and regulations (including copyright laws); (v) no third party litigation or claim is underway, pending or threatened which may prevent Customer from fulfilling its obligations under this Agreement; and (vi) it will comply and will procure that its officers, employees, agents and suppliers will comply at all times with all applicable laws and regulations, including Data Protection Legislation (as such term is defined in Appendix A).

- 11.3. Veritone Representations and Warranties.** Subject to Customer's representations and warranties under Section 11.2, Veritone represents and warrants that it owns and/or controls, or has otherwise secured all rights in and to the VaaS Solution, Custom Voice Models, Veritone Voice Models and Veritone Content to make the same available to Customer in accordance with this Agreement and that Veritone's platform and associated software through which Veritone provides the VaaS Solution does not infringe any intellectual property rights of any third party.
- 11.4. Disclaimer of Warranty.** THE VAAS SOLUTION, VOICE MODELS AND SYNTHETIC VOICE AUDIO FILES ARE PROVIDED BY VERITONE 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 VAAS SOLUTION, VOICE MODELS AND SYNTHETIC VOICE AUDIO FILES INCLUDING, WITHOUT LIMITATION, 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 VAAS SOLUTION WILL BE ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM VERITONE SHALL CREATE ANY SUCH WARRANTY.
- 11.5.** CUSTOMER 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 CUSTOMER'S USE OF THE INTERNET. CUSTOMER 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.

## **12. Indemnification.**

- 12.1. Customer Indemnification.** Customer will indemnify, defend, and hold harmless Veritone and its affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents (collectively, "Veritone Indemnitees"), from and against any liability or expense (including, without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees) that the Veritone Indemnitees may incur as a result of any third party allegation, claim, suit or proceeding arising out of or resulting from: (i) the Customer Content, or any part thereof, or Veritone's use thereof; (ii) Customer's breach of any representation, warranty, covenant or obligation contained in this Agreement; or (iii) Customer's use of the VaaS Solution, any Voice Model or any Synthetic Voice Audio File in any manner that violates this Agreement or any laws, rules, regulations, or that misappropriates or infringes any rights of any third party (including Intellectual Property Rights); provided that Veritone gives Customer prompt notice of any such claim (provided that any delay or failure to do so will not relieve Customer of its obligations except to the extent that its ability to defend against such claims is materially prejudiced thereby), Veritone cooperates with Customer in responding to such claims, and Veritone permits Customer to control the defense or settlement of such claims, subject to Veritone's right to (a) participate in the defense of such claims with its own counsel at its own expense, and (b) approve any settlement that binds or purports to bind Veritone.
- 12.2. Veritone Indemnification.** Veritone will indemnify, defend, and hold harmless Customer and its affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents (collectively, "Customer Indemnitees"), from and against any liability or expense (including, without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees) that the Customer Indemnitees may incur directly as a result of any third party allegation, claim, suit or proceeding arising out of or resulting from any allegation that the VaaS Solution, or any part thereof, misappropriates or infringes upon any third party's Intellectual Property Rights, except to the extent such claims arise from Licensee's negligence, misconduct or violation of any terms of this Agreement (provided that any delay or failure to do so will not relieve Veritone of its obligations except to the extent that its ability to defend against such claims is materially prejudiced thereby), Customer cooperates with Veritone in responding to such claims, and Customer permits Veritone to control the defense or settlement of such claims, subject to Customer's right to (a) participate in the defense of such claims with its own counsel at its own expense, and (b) approve any settlement that binds or purports to bind Customer.

## **13. Term and Termination.**

- 13.1. Term.** The term of this Agreement shall be as set forth in the License Agreement (“Term”).
- 13.2. 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 and does not cure such breach within a period of fourteen (14) days from the date of written notice of such breach; or (ii) makes an assignment for the benefit of its creditors, is declared insolvent, or has a receiver or trustee in bankruptcy appointed to take charge of all or part of such party’s property. Notwithstanding the foregoing, Veritone may immediately suspend Customer’s access to the VaaS Solution or may immediately terminate this Agreement and the licenses granted hereunder if Customer breaches its obligations under Sections 2.1, 4, 5, 10 or 11.2 of this Agreement.
- 13.3. Effect of Termination.** Upon termination or expiration of this Agreement, (i) all licenses and other rights granted herein will automatically terminate; (ii) Veritone will immediately cease use of the Customer Content and will delete all copies of the Customer Content, except for archival copies which may be retained and used for legal, regulatory and compliance purposes; and (iii) Customer will immediately cease using the VaaS Solution and will delete all copies of the VaaS Solution, and all Veritone Content. Customer is responsible downloading all Synthetic Voice Audio Files which may be stored in the VaaS Solution. The termination of this Agreement for whatever cause shall not prejudice or affect the rights of any party against the other in respect of any breach of or liability accruing under this Agreement prior to termination.
- 13.4. Survival.** The provisions of Sections 4.3, 4.4, 5, 9, 10, 11, 12, 13.3, 13.4, 14 and 15 hereof will survive any termination of this Agreement for any reason.
- 14. Limitation of Liability.**
- 14.1.** EXCEPT FOR (I) BREACHES OF EACH PARTY’S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), AND (II) AMOUNTS FINALLY AWARDED OR SETTLED IN A THIRD PARTY CLAIM FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 12 (INDEMNIFICATION), NEITHER PARTY, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2.** 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 CUSTOMER TO VERITONE DURING THE TERM.
- 15. Miscellaneous.**
- 15.1. No Assignment.** Customer shall not assign any of its rights or obligations under this Agreement without the prior written consent of Veritone, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of and will be binding on the parties’ permitted assignees, transferees and successors.
- 15.2. Compliance with Laws.** Customer will comply with all applicable laws, rules and regulations in the United States and other countries including, but not limited to, data privacy and protection laws, trademark and copyright laws, the United States Foreign Corrupt Practices Act and export control laws and regulations (the “Applicable Laws”), in its performance under this Agreement and use of the VaaS Solution. Customer will promptly inform Veritone in writing upon becoming aware of any violations of Applicable Laws in connection with the VaaS Solution and/or this Agreement. Without limiting the generality of the foregoing, Customer will not use or export, re-export or otherwise transfer the VaaS Solution or any Veritone Confidential Information except as authorized by United States law and the laws of the jurisdiction in which the Veritone Confidential Information was obtained. In particular, but without limitation, the VaaS Solution and Veritone Confidential Information may not be exported, re-exported or otherwise transferred (i) into any countries subject to U.S. embargoes or sanctions or (ii) to any person or entity listed on the Consolidated Screening List published by the U.S. Department of Commerce, Bureau of Industry and Security (which is a combination of the denied or restricted parties lists of the U.S. Departments of the Treasury, State and Commerce). Customer represents and warrants that it is not located in any such country or on any such list.
- 15.3. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in such provision, and the other provisions of this Agreement shall remain in full force and effect.
- 15.4. No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

- 15.5. Controlling Law; Attorneys' Fees.** This Agreement will be governed by and construed in accordance with the laws of the State of California (other than the conflict of law rules) and subject to the sole jurisdiction of the courts sitting in Orange County, California. Notwithstanding the foregoing, nothing in this Section will be deemed to limit Veritone's rights to seek injunctive relief in any other court of law of competent jurisdiction. If any action arises under this Agreement, including, without limitation the interpretation or enforcement of any term of this Agreement, the prevailing party in any such action will be entitled to recover its reasonable attorneys' fees and related costs.
- 15.6. Relationship of Parties.** Nothing contained in this Agreement will create or imply an agency relationship between Customer and Veritone, nor will this Agreement be deemed to constitute a joint venture or partnership between Customer and Veritone. Neither party has any authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other party.
- 15.7. Publicity.** Customer will not issue any press releases or make any other public statements (including on Customer's website) regarding the VaaS Solution, this Agreement, or the relationship of the parties without Veritone's express prior written approval. Veritone may use Customer's name and logo on Veritone's website and other marketing, media and investor relations materials, and may list Customer as a customer in Veritone's SEC filings.
- 15.8. Communications.** Veritone may send communications to Customer from time to time. Such communications may be in the form of phone calls, emails or notices published in the VaaS Solution and may include, but not be limited to, marketing materials, technical information, and updates and/or changes regarding Customer's access and use of the VaaS Solution. Customer hereby consents to Veritone providing Customer with such communications.
- 15.9. Notices.** All notices to either party will be in writing and delivered by hand or by certified mail or overnight delivery service, in the case of Customer, to the address furnished in Customer's account registration, and in the case of Veritone, to the address of its corporate headquarters, or to such other address as either party will give by notice to the other party. Notices to Customer may also be sent by email to the email address furnished in Customer's account registration.
- 15.10. 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 this Agreement due to any cause beyond such party's control including acts of war, terrorism, acts of God, epidemic, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, or any component comprising or operating the network infrastructure thereof, 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.
- 15.11. Construction; Headings.** This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Section headings are for reference purposes only, and should not be used in the interpretation hereof. Unless otherwise expressly stated in this Agreement, the words "herein," "hereof," "hereto," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection, or other subdivision. The words "include" and "including" will not be construed or interpreted as terms of limitation. The words "day," "month," and "year" mean, respectively, calendar day, calendar month, and calendar year.
- 15.12. Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same instrument. Delivery of a counterpart may be effected in hard copy or in electronic form (by fax, e-mail or other electronic means).
- 15.13. Entire Agreement; Amendment.** This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, 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. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement will bind Veritone unless in a writing that references this Agreement and is signed by a duly authorized representative of Veritone.



## APPENDIX A: DATA PROTECTION TERMS

This Appendix A applies to the extent that Customer is not an end customer. The terms **Controller, Data Subject, Personal Data (or any substantially similar term, such as “personally identifiable information” or “personal information”), Personal Data Breach, Processing, Supervisory Authority** and **appropriate technical and organizational measures** shall have the meanings given to them in the Data Protection Legislation.

As used herein, “Data Protection Legislation” means all applicable data protection, security and privacy legislation in force from time to time including the California Consumer Privacy Act (CCPA), and the General Data Protection Regulation ((EU) 2016/679) (GDPR), both as may be amended; any other applicable legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party to the Agreement relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party to the Agreement.

1. The Parties agree to comply with the Data Protection Legislation to the extent it is applicable. The Parties acknowledge and agree that Veritone and Customer will each assume the role of separate and independent controllers of the Personal Data that is shared between them (“Shared Personal Data”).
2. It is hereby acknowledged that the Parties will regularly disclose to each other Shared Personal Data collected by the party that discloses Shared Personal Data (“Data Discloser”) for the purposes set out in Veritone’s Privacy Policy, which can be found at <https://www.veritone.com/privacy> (“Agreed Purposes”). The types of Personal Data to be shared between the Parties for the Agreed Purposes are those set out in Veritone’s Privacy Policy and any other Personal Data necessary to be shared for the Parties to comply with their obligations under this Agreement.
3. Onward transfers of Shared Personal Data may take place outside of the United Kingdom and/or the European Economic Area, subject to any applicable lawful transfer mechanism as may be required by Data Protection Legislation from time to time. The party that receives Shared Personal Data from the other party shall notify the Data Discloser of the details of such onward Processing of the Shared Personal Data on request.
4. Each Party is separately responsible for complying with its own respective obligations under the Data Protection Legislation and commits that it shall do so including, specifically: (i) independently determining the purpose and means of the Processing of the Shared Personal Data; (ii) having in place a lawful basis for the Processing of Personal Data by it; (iii) having in place and communicating relevant transparency information to Data Subjects; and (iv) ensuring that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Personal Data or against accidental loss or destruction of or damage to Personal Data.
5. Each Party shall notify the other Party promptly and without undue delay in the event that it: (i) receives or becomes aware of any claim, complaint, query and/or exercise or purported exercise of proposed rights by a Data Subject under the Data Protection Legislation in relation to the Shared Personal Data in whole or in part; (ii) receives or becomes aware of any investigation or enforcement activity by a Supervisory Authority or any other relevant regulator in relation to the Shared Personal Data in whole or in part; or (iii) becomes aware of a suspected or actual Personal Data Breach affecting the Shared Personal Data in whole or in part.
6. Each Party (the receiving party) shall provide reasonable and timely assistance, information and cooperation where requested by the other Party (the requesting party) in respect of the collection and/or Processing of the Shared Personal Data under this Agreement, including: (i) in respect of any matter which in the reasonable opinion of the requesting party is required for ensuring the requesting party’s continued compliance with the Data Protection Legislation; (ii) in respect of any claim, complaint, query and/or exercise or purported exercise of rights by a Data Subject under the Data Protection Legislation or any notice, investigation or enforcement activity by a Supervisory Authority or any other relevant regulator, which relates to or is connected with the receiving party’s Processing of Shared Personal Data; (iii) providing such information as the requesting party reasonably requires in relation to a suspected or actual Personal Data Breach of Shared Personal Data which relates to or is connected with the receiving party’s Processing of Shared Personal Data including: (a) describing the nature of the Personal Data Breach including, where possible, the categories and approximate number of (X) affected Data Subjects, (Y) data records, and (Z) whether Personal Data was de-identified, pseudonymized, anonymized or encrypted; (b) describing the likely consequences of the Personal Data Breach; and (c) describing the measures taken or proposed to be taken by the receiving party to address the Personal Data Breach including where appropriate, to mitigate its adverse effects; and (iv) providing the requesting party with such information as the requesting party reasonably requires for any records it is required to maintain under the Data Protection Legislation.