

VERITONE, INC.

MASTER LICENSE TERMS AND CONDITIONS

(under Carahsoft Technology Corporation Multiple Award Schedule Contract)

These Master License Terms and Conditions (this “Agreement”) govern the license granted by Veritone, Inc. (or one of its subsidiaries) (“Veritone”) to the licensee (as further defined below, “Licensee”) to access and use the Platform and associated Services (as such terms are defined below), which license is being procured by the Licensee under a license agreement, statement of work, purchase order or other contract between Licensee and Carahsoft Technology Corporation (“Carahsoft”) under Carahsoft’s GSM Multiple Award Schedule (MAS) Contract (the “License Agreement”). This Agreement is incorporated by reference into the License Agreement. The specific Services, content, fees and payment terms, number of authorized users, and the term of license shall be as set forth in the License Agreement. Licensee is a Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity,” defined as an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order ADM4800.2I (“GSA Order”), as such order may be revised from time to time.

1. **Platform and Services.** The Veritone Platform (as used herein, the “Platform”) is a cloud-based artificial intelligence platform that delivers near real-time audio and video processing and analytics and enables users to process, index, organize, manage, search, analyze and share audio and video-based media through a suite of applications (collectively, the “Services”).
2. **License, Reservation of Rights, Restrictions.**
 - 2.1. **License.** Veritone hereby grants to Licensee, during the Term (as defined in Section 7 below), a non-transferable, non-sublicensable, non-exclusive, revocable license to access and use the Platform and Services, subject to the terms and conditions set forth in this Agreement, solely for Licensee’s internal business purposes (the “License”).
 - 2.2. **Reservation of Rights.** The Platform and Services are licensed by Veritone to Licensee, and not sold. Licensee acquires only the right to use the Platform and Services in accordance with this Agreement and does not acquire any rights of ownership. Nothing herein shall be construed to transfer any rights, title or ownership of any Veritone or Veritone-licensed software, technology, materials, information or Intellectual Property Rights to Licensee. All right, title and interest (including all Intellectual Property Rights) in and to the Platform and Services shall at all times remain the sole and exclusive property of Veritone and/or its respective licensors and all use thereof shall inure to the benefit of Veritone and/or its respective licensors. Except as expressly set forth in this Agreement, no right or license, express or implied, is granted to Licensee or any third party by estoppel, implication, exhaustion or other doctrine of law, equity or otherwise with respect to any product, service, software, technology, materials, information or Intellectual Property Rights of Veritone or its affiliates or licensors. “**Intellectual Property Rights**” means all forms of proprietary rights, titles, interests, and ownership including patents, patent rights, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), publicity rights and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.
 - 2.3. **Restrictions.**
 - 2.3.1. **License Restrictions.** Licensee agrees to use the Platform and Services only for lawful purposes and only as expressly authorized under this Agreement. Without limiting the generality of the foregoing, except as expressly authorized hereunder, Licensee agrees that it shall not, directly or indirectly: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display or otherwise make the Platform or Services, in whole or in part, including any content or data derived therefrom that is not directly owned by Licensee or for which Licensee has all necessary rights, available to any third party; (ii) reverse engineer, decompile, disassemble, modify, translate, reconstruct, omit, distort, obscure, copy or create derivative works of all or any portion of the Platform, Services, any underlying software, or any other Veritone Property (as defined below), or otherwise attempt to access the source code of the Platform or Services; (iii) incorporate any portion of the Platform or Services into Licensee’s own programs or compile any portion of them in combination with Licensee’s own programs; (iv) store or otherwise capture to physical media, or enable a third party to store or capture, the Platform or Services or any portion thereof; (v) permit any persons, other than Licensee’s authorized users for which Licensee has procured User IDs pursuant to the License Agreement, to access and use the Platform or Services; (vi) upload or transmit through the Platform or Services any material, content, media or data (collectively, “Licensee Content”) with respect to which Licensee does not either own all right, title and interest or have the appropriate license(s) for lawful use, or otherwise violate or infringe upon the intellectual property rights of any third party in Licensee’s use of the Platform or Services, including the use or distribution of any data derived from the Platform or Services; or (vii) violate any laws, rules or regulations in connection with its use of the Platform or Services, including any data or content contained in, transmitted through or derived therefrom.
 - 2.3.2. **Prohibited Acts.** Licensee acknowledges and agrees that Licensee is prohibited from doing any act that may have the effect of undermining the integrity of the Platform, Services, any related computer systems, infrastructure or environment, or the methods by which Veritone provides Services to users. Without limiting the generality of the foregoing, Licensee agrees that it shall not, directly or indirectly: (i) defeat, circumvent or modify any authentication technology or other security measures, controls, limitations, or content or functionality filters contained in or associated with the Platform or Services, or otherwise attempt to access any aspect of the Platform or Services that Licensee has not been granted authorization to access under the License Agreement; (ii) deploy or facilitate the use or deployment of any script, routine, robot, spider, scraper or any other automated means, method or device with respect to Licensee’s access and use of the Platform and Services for any purpose, including to access, view, select, or copy in whole or in part, any content, program, functionality of the Platform or Services, or any other proprietary information or trade secret of Veritone that is made available through the Platform or Services; (iii) deploy or facilitate the use or deployment of any program, system, means, method or device,

for any purpose that places an unreasonable, unnecessary or excessive demand or load on the Platform, Services, or related hardware and connections, or prohibits, denies or delays access to Services by other users or otherwise threatens the continuous services of Veritone's ISPs, suppliers and vendors; (iv) introduce into the Platform or Services any program, executable file or routine (such as a worm, Trojan horse, cancel-bot, time bomb or virus) irrespective of whether any such program or routine results in detrimental harm to the Platform, Services, or any underlying systems or programs; (v) remove any proprietary notices, labels or marks from the Platform or Services; (vi) establish any direct or deep link or other connection to any specific page or location within the Platform or Services, other than the Platform log-in page; (vii) use or attempt to use another user's account without authorization, or interfere with another user's access to the Platform or Services; or (viii) access or use the Platform or Services to design, develop, build, market or support a competitive product or service.

3. **Access and Use.** Veritone will enable Licensee to access and use the Platform for the duration of the Term. Access to the Platform will be through unique log-in credentials and/or license keys (depending on the Services) assigned to Licensee by Veritone (each, a "User ID"). Licensee shall be given that number of User IDs as specified in the License Agreement. Licensee will provide accurate and complete information in registering its authorized users for account access. Licensee acknowledges and agrees that the log-in credentials assigned hereunder are Confidential Information and may only be used by Licensee and its authorized users to access the Platform in accordance with the terms of this Agreement, and that Licensee will not publish, share, or otherwise enable any third party, directly or indirectly, to access the Platform for any purpose. Licensee further agrees that Licensee is responsible for its and its authorized users' use of the Platform, including use via the User IDs, and for any consequences thereof. Licensee agrees to immediately notify Veritone of any unauthorized or improper use of any log-in credentials of Licensee. All of the rights, obligations, restrictions, representations and warranties related to Licensee's access and use of the Platform under this Agreement shall apply to Licensee and all of Licensee's employees, contractors, consultants, representatives and agents (collectively, "Representatives"). Licensee shall be responsible for all acts and omissions of its Representatives in the performance of this Agreement and for any breach of this Agreement by any of its Representatives.
4. **Intellectual Property.**
 - 4.1. **Veritone Property.** As between Veritone and Licensee, Veritone and/or its respective licensors retain all right, title and interest (including Intellectual Property Rights) in and to the Platform and Services, including, but not limited to any elements, components, content, technology, software, code, documentation, derivative works, revisions, enhancements, modifications, condensations and/or compilations of or relating to the Platform and Services, and any trademarks, brand identifiers, materials and information, which are created, authored, developed, conceived and/or reduced to practice by Veritone and/or its respective licensors, including in connection with Veritone's provision of the Platform and Services to Licensee under this Agreement ("**Veritone Property**").
 - 4.2. **Licensee Property.** As between Licensee and Veritone, Licensee retains all right, title and interest (including Intellectual Property Rights) in and to the Licensee Content, and any software, technology, materials and information which are independently created, authored, developed, conceived or reduced to practice by Licensee.
5. **Licensee Content.**
 - 5.1. **Content Ownership.** Licensee represents and warrants that (i) Licensee and/or its licensors own all right, title and interest in and to all Licensee Content uploaded to or transmitted through the Platform or Services, or otherwise have all rights in such Licensee Content as necessary to furnish to Veritone and use the same in connection with Licensee's use of the Platform and Services and to grant the rights granted by Licensee in this Agreement, and (ii) such Licensee Content, and Licensee's and Veritone's use thereof as provided in this Agreement, do not and will not misappropriate or infringe upon any third party's Intellectual Property Rights, or violate any other rights of any third party.
 - 5.2. **License to Content.** In addition to any other rights expressly provided in the License Agreement, Licensee hereby grants to Veritone and its third party service providers a non-exclusive, royalty-free, worldwide license to use and display all Licensee Content that Licensee provides to Veritone or that are otherwise uploaded to or captured by the Platform through Licensee's use of the Platform and Services, solely as required for Veritone to provide the Services and perform its obligations under this Agreement.
 - 5.3. **Data Security and Destruction.** Veritone shall keep all Licensee Content strictly confidential. Veritone shall maintain and use appropriate administrative, physical, and technical safeguards and measures for protection of the security, confidentiality and integrity of all Licensee Content uploaded to or transmitted through the Platform or Services, including protections against unauthorized disclosure or access, or accidental or unlawful destruction, loss or alteration. Licensee Content shall be used and stored by Veritone solely to the extent required to provide the Services and perform its obligations under this Agreement, and Veritone shall not use or store the Licensee Content for any other purpose whatsoever. Veritone shall ensure that all personnel and third party service providers having access to the Licensee Content are subject to confidentiality obligations with respect thereto. Veritone shall notify Licensee within 48 hours in the event that Veritone determines that a security breach has resulted in an unauthorized disclosure of or access to Licensee Content. Upon termination of this Agreement or upon the written request of Licensee at any time, Veritone shall ensure the secure deletion and destruction of all Licensee Content.
6. **Feedback.** During the Term, Licensee may provide Veritone with such written evaluations, comments and/or suggestions (collectively, "**Feedback**") regarding the Platform or Services. Licensee acknowledges and agrees that any Feedback provided to Veritone by Licensee hereunder shall be deemed to be Veritone Property and Veritone will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction or obligation to Licensee. Notwithstanding the foregoing, Licensee acknowledges that Veritone is not obligated to act on any such Feedback.
7. **Term and Termination.**
 - 7.1. **Term.** The term of this Agreement and the License shall be as set forth in the License Agreement (the "Term").

- 7.2. Termination for Breach.** Subject to, and to the extent not prohibited by, the Contract Disputes Act and FAR 52.233-1 (Disputes), Veritone may terminate the License if it is determined that Licensee failed to comply with the terms of this Agreement.
- 7.3. Effect of Termination.** If at any time this Agreement is terminated, or upon expiration of the Term, the License and all other rights granted to Licensee herein shall automatically terminate and Licensee shall immediately cease using the Platform and Services.
- 7.4. Survival.** The provisions of Sections 2.2, 4, 6, 7.3, 7.4, 8, 10, 11, 12.2 and 12.3, 13 and 14 hereof shall survive the expiration or any early termination of this Agreement for any reason.
- 8. Fees, Charges and Payments.** In consideration for the License and Licensee's access and use of the Platform and Services, Licensee shall pay the license fees, and any applicable additional fees, as set forth in the License Agreement.
- 9. Changes to Platform, Service and Fees.** Veritone may, from time to time, in its sole discretion, make changes to the Platform and Services, or a portion thereof including, without limitation, formats, content, reports, functionality, and/or techniques ("Service Change"). In the event of a Service Change, Veritone may request an adjustment in the Fees for the Platform and Services ("Fee Change") in writing, subject to Licensee's consent to such change. In the event that Veritone make changes to the Platform and Services that diminishes the functionality that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for an fees paid not used.
- 10. Confidentiality.**
- 10.1. Confidential Information.** Each party (a receiving party) acknowledges and agrees that during the Term and in the course of using the Platform and Services and performing its duties under this Agreement, it may obtain information relating to the other party (a disclosing party), its and/or its customers', vendors' or third party service providers' business or technologies, which is of a confidential and proprietary nature ("**Confidential Information**"). Such Confidential Information may include, but is not limited to, trade secrets, knowhow, inventions, techniques, processes, software, algorithms, programs, schematics, data, technology roadmap and sales and marketing plans, and any other information which the receiving party knows or has reason to know is, or which by its nature would reasonably be considered to be, confidential, proprietary or trade secret information of the other party. Without limiting the foregoing, Confidential Information of Veritone shall include the Platform, Services and all associated software and documentation, as well as Feedback or any results of the evaluation or testing of the Platform or Services. The receiving party shall at all times, both during the Term and for a period of three (3) years after its termination (or, in the case of the Platform, Services and any associated software or trade secrets, in perpetuity), keep in trust and confidence all Confidential Information of the disclosing party, and shall not (i) use such Confidential Information other than as expressly authorized under this Agreement or as required for the receiving party to perform its obligations under this Agreement, or (ii) disclose any Confidential Information of the disclosing party to third parties (other than to Veritone's third party service providers in connection with the performance of its obligations under this Agreement), without the disclosing party's prior written consent, except when required by law, including the Freedom of Information Act, 5. USC 552 et seq. The receiving party further agrees to immediately return to the disclosing party or destroy all Confidential Information (including all copies, extracts and summaries thereof) in the receiving party's possession, custody, or control upon the expiration or any termination of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder, was already in the receiving party's possession and not subject to any confidentiality obligations, as demonstrated by written evidence; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party; or (d) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as demonstrated by written evidence.
- 10.2. Permitted Disclosures.** The receiving party may make disclosures (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 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.
- 11. Indemnification.** Veritone will have the right to intervene to defend, indemnify and hold harmless Licensee and its subsidiaries, affiliates, successors, assigns, licensors, and their respective members, officers, directors, employees, licensors, agents, from and against any liability or expense, including without limitation, any expenses, losses, damages, judgments, litigation costs and reasonable attorneys' fees that Licensee may incur as a result of any claim, suit or proceeding brought against Licensee by any third party arising or resulting from (a) Veritone's breach of any representation or warranty contained in this Agreement; or (b) any allegation that the Platform or Services, or any part thereof, misappropriates or infringes upon any third party's Intellectual Property Rights, except to the extent such claims arise from Licensee's negligence, misconduct or violation of any terms of this Agreement; provided that Licensee gives Veritone prompt notice of any such claims, cooperates with Veritone in responding to such claims, and permits Veritone to participate in the defense or settlement of such claims, subject to Licensee's right to (i) conduct the defense of such claims at Licensee's expense, or participate in the defense of such claims with its own counsel at its own expense, and (ii) approve any settlement that binds or purports to bind Licensee. If the Platform, in whole in part, becomes or, in Veritone's opinion is likely to become, the subject of an infringement claim or action, Veritone may, at its option: (x) procure, at no cost to Licensee, the right for Licensee to continue using the Platform; (y) replace or modify the Platform to render the Platform non-infringing, provided there is no material loss of functionality; or (z) if, in Veritone's reasonable opinion, neither (x) nor (y) above is commercially feasible, terminate this Agreement. The foregoing states Veritone's sole obligation and Licensee's exclusive remedy in the event any such infringement claim or action is commenced or is likely to be commenced. **Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.**

12. Warranties and Disclaimers.

- 12.1. Mutual Warranties.** Each party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation, and has full power, rights and authority to enter into this Agreement and carry out its obligations hereunder; (ii) the person executing this Agreement is authorized to do so on its behalf; (iii) this Agreement is valid and legally binding upon it and (iv) the execution, delivery and performance thereof by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound, nor would violate any applicable law or regulation.
- 12.2. Disclaimer.** VERITONE WARRANTS THAT THE PLATFORM, SERVICES AND ANY OTHER VERITONE PRODUCTS AND SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PLATFORM, SERVICES AND ANY OTHER VERITONE PRODUCTS AND SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE PLATFORM, SERVICES AND ANY OTHER VERITONE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERITONE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF PROCESSING RESULTS, ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES OF NON-INFRINGEMENT. VERITONE DOES NOT WARRANT THAT THE PLATFORM AND SERVICES ARE ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM VERITONE SHALL CREATE ANY SUCH WARRANTY.
- 12.3.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A PUBLIC NETWORK OVER WHICH VERITONE EXERTS NO CONTROL. VERITONE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY OR COMPLETENESS OF DATA TRANSMITTED OVER OR OBTAINED USING THE INTERNET OUTSIDE OF THOSE SYSTEMS AND NETWORKS CONTROLLED BY VERITONE, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT CAUSED OR PERMITTED BY OR INTRODUCED THROUGH LICENSEE'S USE OF THE INTERNET. LICENSEE IS SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD AND OTHER SECURITY MEASURES TO PROTECT ITS SYSTEMS, DATA AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

13. Limitation of Liability.

- 13.1.** EXCEPT FOR BREACHES OF EACH PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 13.2.** EXCEPT WITH RESPECT TO A PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY LICENSEE TO VERITONE UNDER THIS AGREEMENT.

14. Miscellaneous.

- 14.1. 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 remain in full force and effect.
- 14.2. No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 14.3. Controlling Law.** This Agreement shall be governed by and construed in accordance with the Federal laws of the United States of America (other than the conflict of law rules).
- 14.4. Independent Contractors.** This Agreement does not create any relationship other than Veritone as an independent contractor performing services covered by this Agreement and Licensee as the party contracting with Veritone for those services. No party is a partner or a legal representative of the other for any purpose whatsoever, nor is any party authorized to make any contract, agreement or warranty on behalf of any other party. Under no circumstance shall one party's employees be construed to be employees of the other party.
- 14.5. Publicity.** Except as required or compelled by applicable law, the rules of any stock exchange, or a court order issued by a court of competent jurisdiction, neither party will make any public statement regarding, or disclose, advertise or publish the terms and conditions of this Agreement without the prior written consent of the other party.
- 14.6. Notices.** All notices to either party shall be in writing and delivered by hand or by certified mail or overnight delivery service to the address set forth by Licensee and/or Veritone in the License Agreement, or to such other address as either party shall give by notice to the other party. Alternatively, the parties may, at their election, utilize email as the method of delivery of any such notice to be provided hereunder. Any such notices sent by email shall be delivered to the email addresses set forth in the License Agreement, or such other email address as designed by a party during the Term. Notices shall be deemed effective when delivered to the applicable address, unless any such notice is sent by email, in which event, notice shall be deemed effective upon confirmation of delivery by a "read receipt" or other such notice generated by the applicable email system, but in any event, by reply of the recipient of such notice.

- 14.7. Electronic Communication.** In connection with its use of the Platform and Services, Licensee consents to receiving communications from Veritone electronically. Veritone will communicate with Licensee by e-mail or by posting notices on the Platform or through any Services. Licensee agrees that all notices, disclosures and other communications that Veritone provides to Licensee electronically satisfy any legal requirement that such communications be in writing but any changes to the terms and conditions of this license are binding only when added to the Carahsoft MAS contract by a written amendment.
- 14.8. Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).
- 14.9. Construction.** This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party. Each party has had the opportunity to consult with counsel in the negotiation of this Agreement.
- 14.10. Counterparts.** This Agreement may be executed in one or more counterparts (including fax or email) each of which shall be deemed an original but all of which taken together shall be deemed one and the same instrument.
- 14.11. Headings.** 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” shall not be construed or interpreted as terms of limitation. The words “day,” “month,” and “year” mean, respectively, calendar day, calendar month, and calendar year. Section headings are for reference purposes only and should not be used in the interpretation hereof.
- 14.12. Amendment.** No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in a writing that references this Agreement and is signed by duly authorized representatives of Licensee and Veritone.