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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 08, 2023**

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**Veritone, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38093**  
(Commission File Number)

**47-1161641**  
(IRS Employer  
Identification No.)

**1615 Platte Street  
2nd Floor  
Denver, Colorado**  
(Address of Principal Executive Offices)

**80202**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (888) 507-1737**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	VERI	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On August 8, 2023, Veritone, Inc. (the “Company”) entered into that certain Ledgered ABL Agreement (the “Ledgered ABL Agreement”), between and among the Company and its subsidiaries, Veritone One, Inc., Table Rock Management, LLC, Pandologic, Inc., Veritone Enterprises, LLC and Veritone Digital, Inc. d/b/a T3 Media (the Company and such subsidiaries, the “Sellers”), and Alterna Capital Solutions, LLC (“ACS”).

The Ledgered ABL Agreement provides for the purchase by ACS of the Sellers’ eligible accounts receivable for an amount equal to the face amount of each account receivable less a reserve percentage. The maximum amount available for sales under the Ledgered ABL Agreement at any given time is \$30,000,000. Amounts outstanding under the Ledgered ABL Agreement are secured by certain domestic receivables and other assets of the Sellers and accrue interest at the greater of (i) the prime rate plus 1% or (ii) 9.5%. If no amounts are outstanding under the Ledgered ABL Agreement, a minimum annual interest payment of \$250,000 is payable. The Company paid ACS a one-time facility fee of \$450,000. The initial term of the Ledgered ABL Agreement is three years and prepayment penalties may apply if the Ledgered ABL Agreement is terminated prior to such date. The Ledgered ABL Agreement contains customary events of default.

In connection with the Ledgered ABL Agreement, on August 8, 2023, certain additional subsidiaries of the Company (the “Guarantors”) entered into a Commercial Guarantee (the “Commercial Guarantee”) to guarantee the Sellers’ obligations to ACS under the Ledgered ABL Agreement. Pursuant to the Commercial Guarantee, the Guarantors provided ACS with a security interest in substantially all of the Guarantors’ assets.

The foregoing descriptions of the terms of the Ledgered ABL Agreement and the Commercial Guarantee do not purport to be complete and are qualified in their entirety by reference to the full text of the Credit Agreement and the Commercial Guarantee, copies of which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>
10.1	<a href="#"><u>Ledgered ABL Agreement, dated August 8, 2023, between and among Veritone, Inc., Veritone One, Inc., Table Rock Management, LLC, Pandologic, Inc., Veritone Enterprises, LLC, Veritone Digital, Inc. d/b/a T3 Media and Alterna Capital Solutions, LLC.</u></a>
10.2	<a href="#"><u>Commercial Guarantee, dated August 8, 2023, by Veritone Alpha, Inc., Performance Bridge Media, Inc., Machine Box, Inc., Veritone Politics, LLC, VocaliD, Inc. and Broadbean, Inc.</u></a>
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Veritone, Inc.**

Date: August 14, 2023

By: */s/ Michael L. Zemetra*  
Michael L. Zemetra  
Executive Vice President, Chief Financial Officer  
and Treasurer

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## LEDGERED ABL AGREEMENT

THIS LEDGERED ABL AGREEMENT ("Agreement") is made on this 8th day of August 2023, between and among VERITONE, INC., a Delaware Corporation, VERITONE ONE, INC., a Delaware Corporation, TABLE ROCK MANAGEMENT, LLC, a California Limited Liability Company, PANDOLOGIC, INC., a Delaware Corporation, VERITONE ENTERPRISES, LLC, a Delaware Limited Liability Company, and VERITONE DIGITAL, INC. d/b/a T3 MEDIA, a Delaware Corporation (collectively, "Seller") and ALTERNA CAPITAL SOLUTIONS LLC, a Florida limited liability company ("Purchaser").

**1. Definitions and Index to Definitions.** The following terms shall have the following meanings. All capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Uniform Commercial Code (the "UCC") as adopted in the Chosen State:

- 1.1. "Account" – The right to payment of a monetary obligation, whether or not earned by performance, for property that has been or is to be sold, licensed, assigned, or otherwise disposed of or for services rendered or to be rendered.
  - 1.2. "Account Debtor" – Any person who is obligated to Seller on an Account, Chattel Paper, or General Intangible.
  - 1.3. "Advance Rate" – 90%, provided dilution is, and remains, less than 5% and which percent may be revised at any time by Purchaser in Purchaser's sole and reasonable discretion.
  - 1.4. "Affiliate" – With respect to any person that is a corporation, each other person that owns or controls directly or indirectly the person, any person that controls or is controlled by or is under common control with the person, and each of that person's senior executive officers, directors, and partners and, for any person that is a limited liability company, that person's managers and members.
  - 1.5. "Avoidance Claim" – Any claim that a payment received by Purchaser is a preference or otherwise avoidable under the United States Bankruptcy Code or any other debtor-relief statute.
  - 1.6. "Balance Subject to Funds Usage Daily Rate" – The unpaid Face Amount due on all Purchased Accounts minus the Reserve Account.
  - 1.7. "Business Day" – A day on which a bank is open for business in the Chosen State.
  - 1.8. "Chosen State" – Florida.
  - 1.9. "Clearance Days" – Two (2) Business Days.
  - 1.10. "Closed" – An Account for which Purchaser has received full payment.
  - 1.11. "Collateral" – All now owned and hereafter acquired personal property and fixtures, and proceeds thereof, (including proceeds of proceeds) of Seller including without limitation: Accounts including accounts receivable; Chattel Paper; Inventory; Equipment; Instruments, including Promissory Notes; Investment Property; Documents; Deposit Accounts; Letter of Credit Rights; General Intangibles;
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and Supporting Obligations.

1.12. "Collateral Monitoring Fee" – 0.167% per month on the average open net funds employed balance, which shall be charged and paid on the last day of each month.

1.13. "Complete Termination" – Complete Termination occurs upon satisfaction of the following conditions: (i) payment in full of all Obligations of Seller to Purchaser; (ii) if Purchaser has issued or caused to be issued guarantees, promises, or letters of credit on behalf of Seller, acknowledgement from any beneficiaries thereof that Purchaser or any other issuer has no outstanding direct or contingent liability therein; and (iii) Seller and all guarantors of the Obligations have executed and delivered to Purchaser a general release in a form reasonably acceptable to Purchaser.

1.14. Reserved.

1.15. Reserved.

1.16. "Default Rate" shall mean 25% per annum, charged on the net funds employed or the maximum interest rate allowed by law.

1.17. "Early Termination Fee" – See Section 23.1.

1.18. "Eligible Account" – An Account that is acceptable for purchase by Purchaser, as determined by Purchaser in its sole discretion.

1.19. "Events of Default" – See Section 21 herein.

1.20. "Exposed Payments" – With respect to an Account which Seller has repurchased or could be required to repurchase hereunder, payments received by Purchaser from or for the Account of a Payor that has become subject to a bankruptcy proceeding, to the extent such payments cleared the Payor's deposit account within ninety (90) days of the commencement of said bankruptcy case.

1.21. "Face Amount" – The Face Amount due on an Account on the Purchase Date.

1.22. "Facility Fee" – 1.50% of the Maximum Amount, which the Seller shall pay at closing and on any incremental increases to the Maximum Amount.

1.23. "Funds Usage Daily Fee" – The fee the Seller shall pay to Purchaser on a daily basis on the Balance Subject to the Funds Usage Daily Rate, which shall be calculated as the Funds Usage Daily Rate multiplied by the Balance Subject to Funds Usage Daily Rate.

1.24. "Funds Usage Percentage" – A per annum rate equal to the sum of the Wall Street Journal Prime Rate plus 1.0%, but at no time less than 9.50%. The Funds Usage Percentage shall increase or decrease on the same date as any change in the Wall Street Journal Prime Rate, by the Prime Rate Adjustment.

1.25. "Funds Usage Daily Rate" – For any day, the Funds Usage Percentage in effect as of such date divided by three hundred and sixty (360).

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1.26. "Ineligible Account" – An Account other than an Eligible Account as determined by Purchaser in its sole discretion.

1.27. "Invoice" – The document that evidences or is intended to evidence an Account. Where the context so requires, reference to an Invoice shall be deemed to refer to the Account to which it relates.

1.28. "Maximum Amount" – Up to \$30,000,000 of net funds employed at any given time. The Maximum Amount may be increased to an amount up to \$50,000,000 upon the written consent of Purchaser and Seller, which consent may be withheld at either Party's sole discretion. Any increase in the Maximum Amount above the initial \$30,000,000 shall be subject to approval by Purchaser and subject to an additional Facility Fee of 1.50%.

1.29. "Minimum Interest" – \$250,000, which the Seller shall pay at closing and on the first day of each Renewal Term. For each twelve (12) month period, the Minimum Interest paid by the Seller shall be applied and offset against total Funds Usage Daily Fees earned by the Purchaser during such period.

1.29.1. Should the Funds Usage Daily Fees earned by the Purchaser during such twelve (12) month period be less than the Minimum Interest paid by Seller at the beginning of such period, the excess amount of Minimum Interest paid by Seller is non-refundable.

1.29.2. Funds Usage Daily Fees earned by the Purchaser during such twelve (12) month period which is greater than the Minimum Interest paid by Seller at the beginning of such period shall be due and payable in accordance with the Agreement.

1.29.3. The Minimum Interest shall not be offset by future Funds Usage Daily Fees outside of the twelve (12) month period following its payment.

1.30. "Misdirected Payment Fee" – The fee the Seller shall pay to the Purchaser for each payment on account of a Purchased Account which has been received by Seller or by a third party ("Misdirected Payment") and not paid to Purchaser within a reasonable period of time not to exceed five (5) Business Days following (a) the date of receipt of the Misdirected Payment by Seller or a third party or (b) the date of Seller's knowledge of receipt of the Misdirected Payment by such third party. The amount of the Misdirected Payment Fee shall be 15% of the amount of the Misdirected Payment.

1.31. "Missing Notation Fee" – The fee the Seller shall pay to the Purchaser on the Purchase Date of an Invoice if the Invoice is missing a notice of assignment legend as required by Section 4 herein. If a notice of assignment legend shall be missing in any two (2) consecutive months, Purchaser shall have the right to charge the Missing Notation Fee of 15% of the Face Amount of the Invoice(s) missing the notation on the Purchase Date thereof.

1.32. "Obligations" – All obligations and liabilities owing by Seller to Purchaser, whether direct or indirect, absolute or contingent, including obligations and liabilities of Seller to Purchaser now existing or that arise over the Term of this Agreement or upon termination of this Agreement, including without limitation, interest, fees, and costs, whether arising hereunder or otherwise, and whether arising before, during or after the commencement of any case filed under title 11 of the United States Bankruptcy Code or any other debtor relief proceeding in which Seller is a Debtor.

1.33. "Parties" – Seller and Purchaser.

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- 1.34. "Payor" – An Account Debtor, other obligor, or entity obligated on an Account, making payment on behalf of such party.
- 1.35. "Prime Rate" – The Prime Rate published in the "Money Rates" table in *The Wall Street Journal*. If the date upon which a change in the interest rate is to occur is a date upon which *The Wall Street Journal* is not published, or the Prime Rate is not available in the Money Rates table of *The Wall Street Journal* the Prime Rate shall be determined from the immediately preceding edition of *The Wall Street Journal* in which the Money Rates table and Prime Rate is available. If *The Wall Street Journal* ceases to be published or ceases to publish the Prime Rate in the Money Rates table, the Purchaser will choose a new index that is reasonably determined by Purchaser to be based upon comparable information.
- 1.36. "Prime Rate Adjustment" – 0.0007% for every 0.25% change in the Prime Rate when compared to the existing Prime Rate.
- 1.37. "Purchase Date" – The date on which Purchaser has advised Seller in writing that it has agreed to purchase an Account
- 1.38. "Purchase Price" – The Face Amount of a Purchased Account on the Purchase Date.
- 1.39. "Purchased Account" – An Account purchased by Purchaser which is not Closed.
- 1.40. "Purchased Eligible Account" – An Eligible Account purchased by Purchaser which is not Closed.
- 1.41. "Renewal Term" – See Section 23.
- 1.42. "Required Reserve Amount" – The Reserve Percentage multiplied by the unpaid balance of all Purchased Accounts, plus all amounts due on Ineligible Accounts, plus all accrued fees and expenses. -
- 1.43. "Reserve Account" – A bookkeeping account on the books of the Purchaser representing the portion of the Purchase Price which has not been paid by Purchaser to Seller, maintained by Purchaser to secure Seller's performance with the provisions hereof.
- 1.44. "Reserve Percentage" – 100% minus the Advance Rate.
- 1.45. "Reserve Shortfall" – The amount by which the Reserve Account is less than the Required Reserve Amount.
- 1.46. "Term" – See Section 23.
- 1.47. "Termination Date" – The earlier of (i) the date on which Purchaser terminates this Agreement pursuant to the terms hereof, or (ii) the end of the Term or the last Renewal Term which was not extended under Section 23.

**2. Assignment and Sale.** Seller hereby sells and shall continue to sell to Purchaser as absolute owner, and Purchaser hereby purchases and shall continue to purchase from Seller, with full recourse, Seller's Accounts as Purchaser determines in its sole discretion. Each Account submitted by Seller to Purchaser shall be

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accompanied by such documentation supporting and evidencing the Account as Purchaser may request. Purchaser shall pay the Purchase Price of any Purchased Account, less (i) the Reserve Percentage multiplied by the Purchase Price and (ii) any amounts due to Purchaser from Seller, within two (2) Business Days of the Purchase Date. Seller represents that all Purchased Accounts are true, correct, and collectible and are sold to Purchaser free and clear of any claims. Purchaser may, but need not, purchase from Seller such Accounts as Purchaser determines to be Eligible Accounts.

**3. Reserve Account.**

- 3.1. Purchaser may pay any amounts due Seller hereunder by a credit to the Reserve Account.
- 3.2. Seller shall pay to Purchaser on demand the amount of any Reserve Shortfall.
- 3.3. So long as there is no existing Event of Default, Purchaser shall pay to Seller upon Seller's request, any amount by which the Reserve Account exceeds the Required Reserve Amount.
- 3.4. Purchaser may charge the Reserve Account with any Obligation.
- 3.5. Except as provided in Section 3.3, Purchaser may retain the Reserve Account until Complete Termination.

**4. Notice of Assignment and Controlled Account.** Purchaser is hereby authorized to notify any Account Debtor obligated with respect to any Account that the underlying Account has been assigned to Purchaser by Seller. Seller agrees that all payments by Account Debtors shall be made to a deposit account subject to a blocked account control agreement among Seller, Purchaser and JP Morgan Chase Bank, N.A. or other bank acceptable to the Parties (the "Bank"), and that payment thereof is to be made to the order of and directly and solely to Purchaser. Such blocked account control agreement shall be in form and substance satisfactory to Purchaser in its sole discretion. All Invoices for Purchased Accounts sent by Seller to Account Debtors shall contain on the face of the Invoice the following statement: "This account is assigned and payable only to Alterna Capital Solutions LLC ("ACS"). All payments shall be sent to [the Bank at the address of the lockbox maintained by the Bank for this purpose]."

**5. Exposed Payments.** Upon termination of this Agreement upon the occurrence of an Event of Default, Seller shall pay to Purchaser (or Purchaser may retain), to hold in a non-segregated, non-interest-bearing account the amount of all Exposed Payments (the "Preference Reserve"). Purchaser may charge the preference reserve with the amount of any Exposed Payments that Purchaser pays to the bankruptcy estate of the Payor that made the Exposed Payment, because of a claim asserted under Section 547 of the Bankruptcy Code. Purchaser shall refund to Seller from time to time that balance of the preference reserve for which a claim under Section 547 of the Bankruptcy Code can no longer be asserted due to the passage of the statute of limitations, settlement with the bankruptcy estate of the Payor or otherwise.

**6. Authorization for Purchases.** Subject to the terms and conditions of this Agreement, Purchaser is authorized to purchase Accounts upon telephonic, facsimile, or other instructions received from anyone purporting to be an officer, employee, or representative of Seller.

**7. Fees.** Seller shall pay to Purchaser throughout the Term and any Renewal Term of this Agreement, all applicable fees, which may include but are not limited to: the Collateral Monitoring Fee, Facility Fee, the Funds Usage Daily Fee, the Daily Fee, the Misdirected Payment Fee, Missing Notation Fee, and Early Termination Fee on the date(s) that each -fee is due and payable as provided as set forth in Sections 1.12,

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1.14, 1.17, 1.22, 1.23, 1.28, and 1.29. herein, and shall be charged by the Purchaser to the Reserve Account. All computations of interest and fees shall be made by Purchaser on the basis of a three hundred and sixty (360) day year, for the actual number of days elapsed. The actual number of days excludes the day on which the funds are advanced and includes the day on which the interest or fee is paid. Each determination by Purchaser of an interest rate hereunder shall be conclusive and binding for all purposes.

**8. Other Charges and Expenses.** Seller shall reimburse Purchaser for all costs and expenses incurred in connection with this Agreement, including but not limited to the following: \$20.00 per wire, the actual UCC filing fees and other search costs, the actual field examination fees directly incurred by Purchaser in the administration of this Agreement, and all reasonable attorney's fees and costs actually incurred by Purchaser in connection with this Agreement (collectively, "Reimbursable Expenses."). Reimbursable Expenses are due at the time of payment of the applicable fees or expenses by Purchaser and may be charged to the Reserve Account at Purchaser's sole discretion, provided, that such Reimbursable Expenses shall first be applied against the unused portion of the due diligence deposit previously paid by Seller to Purchaser.

**9. Repurchase of Accounts.** Seller shall within five (5) Business Days of demand by Purchaser repurchase any Purchased Account that Purchaser determines at any time is uncollectible for any reason or is otherwise no longer an Eligible Account and on such demand shall pay to Purchaser the then unpaid amount due on the Purchased Account, together with any accrued but unpaid fees relating to the Purchased Account. Purchaser shall retain its security interest in any Purchased Account repurchased by Seller.

**10. Security Interest.** To secure payment and performance of all present and future Obligations of Seller to Purchaser, Seller grants to Purchaser a continuing first priority security interest in and to the Collateral. Seller shall execute and deliver to Purchaser such documents and instruments, including without limitation, UCC-1 financing statements, as Purchaser may request from time to time in order to evidence and perfect its security interest in the Collateral. Seller authorizes Purchaser to file a UCC-1 financing statement, including without limitation, original financing statements, amendments, and continuation statements, in all jurisdictions and offices Purchaser deems appropriate which names Seller as the debtor and describes the Collateral. Notwithstanding the creation of this security interest, it is the intent of the Parties that the relationship of the Parties in respect to all Purchased Accounts shall at all times be that of purchaser and seller, and not that of lender and borrower, Purchaser is and shall not be a fiduciary of the Seller, although Seller may be a fiduciary of the Purchaser.

**11. Clearance Days.** Clearance Days shall be added to the date on which Purchaser receives any payment before such payment is credited to reduce outstanding amounts due hereunder.

**12. Authorization to Purchaser.** Seller will attempt to work with the Purchaser to develop a reasonable plan to implement, at Seller sole expense, the powers identified in this Section 12. Notwithstanding the foregoing, Purchaser shall have sole discretion to exercise at any time any of the following powers until all of the Obligations have been fully satisfied and discharged: (a) receive, take, endorse, assign, deliver, accept and deposit, in the name of Purchaser or Seller, proceeds of any Collateral; (b) take or bring, in the name of Purchaser or Seller, all steps, actions, suits or proceedings deemed by Purchaser necessary or desirable to effect collection of or other realization upon all Collateral; (c) file any claim under (i) any bond or (ii) under any trust fund with respect to any of the foregoing issued for the benefit of Seller individually or as a member of a class or group; (d) with respect to any credit insurance policy in which Seller is an insured,

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in the name of Seller and/or Purchaser: (i) file a claim thereunder; and (ii) as required under the policy, assign to the insurer any rights that Seller and/or Purchaser may have in Seller's Accounts; (e) pay any sums necessary to discharge any lien, claim, or encumbrance which is senior to Purchaser's security interest in any assets of Seller, which sums shall be included as Obligations of Seller and in connection with such sums, the Default Rate shall accrue and shall be immediately due and payable on the Balance Subject to Funds Usage Daily Rate; (f) file in the name of Seller or Purchaser or both (i) mechanics lien or related notices, or (ii) claims under any payment bond, in connection with goods or services sold by Seller in connection with the improvement of realty; (g) notify any Account Debtor and/or Payor obligated with respect to any Account, that the underlying Account has been assigned to Purchaser by Seller and that payment thereof is to be made to the order of and directly and solely to Purchaser; (h) communicate directly with Seller's Account Debtors and/or Payors to verify the amount and validity of any Account created by Seller; (i) endorse and deposit on behalf of Seller any checks tendered by an Account Debtor "in full payment" of its obligation to Seller (and Seller shall not assert against Purchaser any claim arising therefrom, irrespective of whether such action by Purchaser effects an accord and satisfaction of Seller's claims, under §3-311 of the Uniform Commercial Code, or otherwise); and (j) in Purchaser's name or on behalf of Seller, with Seller to be bound thereby, extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions (collectively, a "Settlement"), all Accounts and discharge or release any Account Debtor or other obligor (including filing of any public record releasing any lien granted to Seller by such Account Debtor), without affecting any of the Obligations. All settlements are presumed to be commercially reasonable, with the burden of proof on Seller with respect thereto.

**13. ACH Authorization.** In order to satisfy any of the Obligations or to recover any overpayment made by Purchaser to Seller, Purchaser is authorized and may process electronic debit or credit entries through the ACH system to any deposit account of Seller.

**14. Agreements by Seller.**

14.1. After written notice by Purchaser to Seller, and automatically, without notice following an Event of Default, Seller shall not (a) grant any extension of time for payment of any of its Accounts, (b) compromise or settle any of its Accounts for less than the full amount, (c) release in whole or in part any Payor, or (d) grant credits, discounts, allowances, deductions, or return authorizations for any Accounts.

14.2. During the Term of this Agreement and for a period of three (3) years thereafter, Seller shall keep at its principal place of business all books of account and business records customary for the industry, which books and records are subject to inspection by Purchaser and its agents and representatives during normal business hours upon thirty (30) days advance written notice. Purchaser or its designee shall have immediate access, during reasonable business hours if prior to an Event of Default and at any time if on or after an Event of Default, to all premises where Collateral is located for the purposes of inspecting (and removing, if after the occurrence of an Event of Default) any of the Collateral, and Seller shall permit Purchaser or its designee to make copies of such books and records as Purchaser may request.

14.3. Seller shall give Purchaser thirty (30) Business Days' prior written notice of any proposed change to its present name, the address of its headquarters or where its books and records are located, any proposed purchase of a majority interest in its equity ownership or proposed purchase of all or substantially all of its assets, any management, and any proposed change to its jurisdiction of

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organization or type of legal organization.

14.4. Seller shall pay when due all of its US quarterly payroll and US-based income and other taxes and shall provide proof of payment of such taxes to Purchaser on a quarterly basis.

14.5. Seller shall not create, incur, or permit the existence of any lien upon any Collateral without prior consent of Purchaser, which consent will not be unreasonably withheld so long as the subordinate secured party and Purchaser enter into a consent agreement acceptable to Purchaser. As of the date of this Agreement, Purchaser consents to the existence of the UCC liens identified on Schedule A attached hereto, which are in existence as of the date of this Agreement, subject to the terms and conditions set forth in Schedule A.

14.6. Seller shall provide Purchaser, within two (2) Business Days of receipt by Seller, copies of any material legal or noncompliance notices received by Seller.

14.7. Seller shall pay to Purchaser on the next banking day following the date of receipt by Seller the amount of (a) any payment on account of a Purchased Account; and (b) after the occurrence of an Event of Default, any payment on account of any Account, which funds shall be held by Seller in trust for Purchaser and which funds shall not be commingled with any funds of Seller.

14.8. Seller shall provide to Purchaser, within fifteen (15) days of the end of each calendar month the following information: (a) a detailed aging of accounts receivable as of the last day of each month, (b) a detailed aging of accounts payable as of the last day of each month, (c) a detailed bank statement as of the last day of each month, and (d) internally unaudited prepared financial statements including a profit and loss statement and balance sheet.

14.9. Seller shall provide to Purchaser, within fifteen (15) days of filing thereof, copies of the Seller's quarterly Federal withholding (Form 941) filings together with copies of tax deposit receipts or other proof of deposits pertaining thereto.

14.10. Seller shall provide to Purchaser, annually within ninety (90) days after the close of Seller's fiscal year, financial statements, including a profit and loss statement and balance sheet.

14.11. In the event that Purchaser sends a notice of assignment to a Payor obligated with respect to any Account pursuant to Section 12(g), (a) Seller shall not direct such Payor to pay such Account to Seller or any other entity or individual, or undermine or interfere with such notice of assignment in any manner; and (b) Seller agrees that a violation of this Section 14.11 will put the value of the Collateral at risk and will cause irreparable harm to Purchaser and Purchaser shall be entitled to injunctive relief to prevent such violation without the necessity of proving that actual damages are not an adequate remedy. Purchaser will be entitled to any proceeds of Accounts received by Seller from such violation.

**15. Account Statement.** Purchaser may make available to Seller a statement setting forth the transactions arising hereunder. Each statement shall be considered correct and binding upon Seller as an account statement, except to the extent that Purchaser receives, within thirty (30) days after the availability of such statement, written notice from Seller of any specific exceptions by Seller to that statement, and then it shall be binding against Seller as to any items to which it has not objected.

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**16. Account Disputes.** Seller shall notify Purchaser of all disputes concerning any Purchased Account, and at Purchaser's request Seller shall settle all disputes concerning any Purchased Account, at Seller's sole cost and expense. Seller shall not, without Purchaser's prior consent, compromise or adjust a Purchased Account or grant any additional discounts, allowances, or credits on a Purchased Account other than in the normal and ordinary course of Seller's business. Purchaser may attempt to settle, compromise, or litigate any dispute upon such terms, as Purchaser deems advisable.

**17. Overadvance.** If at any time and for any reason the total aggregate amount of outstanding Balance Subject to Funds Usage Daily Rate exceeds the eligible Purchased Accounts (any such excess being an "Overadvance"), without limiting the Purchaser's right to declare an Event of Default, Seller will upon demand by Purchaser immediately pay to Purchaser in cash the amount of any such Overadvance. Without affecting Seller's obligation to immediately repay to Purchaser the amount of each Overadvance, Seller shall pay Purchaser a one-time fee (the "Overadvance Fee") in an amount of \$500.00 per each occurrence of an Overadvance, plus interest on such Overadvance at the Default Rate. Without limiting the foregoing, all Overadvances shall be deemed Obligations and shall be secured by the Collateral and guaranteed under all guaranties executed in connection with the Agreement.

**18. Representation and Warranties.** Seller represents and warrants that (a) Seller is fully authorized to enter into this Agreement; (b) this Agreement constitutes a legal and valid obligation that is binding upon Seller and that is enforceable against it; (c) Seller is in good standing in the state of its organization; (d) there are no pending actions, suits, or other legal proceedings of any kind (whether civil or criminal) now pending (or, to its knowledge, threatened) against Seller, the adverse result of which would in any material respect affect its property or financial condition, or threaten its continued operations; (e) Seller has not conducted business under or used any other name, whether legal or fictitious; (f) the Purchased Accounts are and will (i) remain bona fide existing Obligations created by the sale and delivery of goods or the rendition of services in the ordinary course of its business, (ii) are unconditionally owed and will be paid to Purchaser without defenses, disputes, offsets, counterclaims, or rights of return or cancellation, (iii) not sales to any Affiliates of Seller, and (iv) "arm's length" transactions; (g) Seller has not received notice of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of any applicable Account Debtor regarding Purchased Accounts; (h) none of the Seller, any of its subsidiaries, any director or officer, or any employee, agent, or Affiliate, of the Seller or any of its subsidiaries is a person that is, or is owned or controlled by persons that are, (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, currently, Cuba, the Crimea region of Ukraine, Iran, North Korea, Sudan and Syria; and (i) none of the Seller or any of its subsidiaries, nor to the knowledge of the Seller, any director, officer, agent, employee, Affiliate or other person acting on behalf of the Seller or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). Furthermore, the Seller and, to the knowledge of the Seller, its Affiliates have conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

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**19. Indemnification.** Seller agrees to indemnify Purchaser and hold it harmless against any and all manner of suits, claims, liabilities, demands, damages, expenses, reasonable attorneys' fees, and collection costs resulting from or arising out of this Agreement, whether directly or indirectly ("Indemnified Loss") and shall pay to Purchaser on demand the amount of such Indemnified Loss. Without limiting the generality of the foregoing, the Seller's indemnification shall include but not be limited to, any loss arising out of the Purchaser's exercise of its rights pursuant to Section 12 herein and any assertion of any Avoidance Claim. With respect to an Avoidance Claim, Seller shall notify Purchaser within two (2) Business Days of Seller's becoming aware of the assertion of an Avoidance Claim. This provision shall survive termination of this Agreement.

**20. Disclaimer of Liability.** Purchaser will not be liable to Seller for any lost profits, lost savings or other consequential, incidental, punitive, or special damages resulting from or arising out of or in connection with this Agreement.

**21. Default and Events of Default.** The following events will constitute an Event of Default hereunder:

(a) Seller defaults in the payment of any Obligations and does not cure the default within three (3) Business Days of the default; (b) Seller fails to perform any covenant or agreement, provision or other undertaking under this Agreement; (c) any representation or warranty of the Seller contained in this Agreement proves to be false in any way; (d) Seller or any Affiliate of Seller executing a guaranty in favor of Purchaser with respect to the Obligations becomes subject to any debtor-relief proceedings; (e) any guarantor fails to perform or observe any of the guarantor's Obligations to Purchaser or shall notify Purchaser of its intention to rescind, modify, terminate or revoke any guaranty, or any guaranty shall cease to be in full force and effect for any reason whatever; (f) any lien, garnishment, attachment or the like shall be issued against or shall attach to the Purchased Accounts, the Collateral or any portion thereof and the same is not released within five (5) days; and (g) Purchaser for any reason, in good faith, deems itself insecure with respect to the prospect of repayment or performance of any Obligations.

21.1. SELLER WAIVES ANY REQUIREMENT THAT PURCHASER INFORM SELLER BY AFFIRMATIVE ACT OR OTHERWISE OF ANY ACCELERATION OF SELLER'S OBLIGATIONS. PURCHASER'S FAILURE TO CHARGE OR ACCRUE INTEREST OR FEES AT ANY "DEFAULT" OR "PAST DUE" RATE SHALL NOT BE DEEMED A WAIVER BY PURCHASER OF ITS CLAIM FOR SUCH INTEREST OR FEES.

21.2. Upon the occurrence of any Event of Default, in addition to any rights Purchaser has under this Agreement or applicable law, Purchaser may immediately terminate this Agreement, at which time all Obligations shall immediately become due and payable without notice.

21.3. At option of Purchaser, (i) from and after the occurrence of an Event of Default, and without constituting a waiver of any such Event of Default, and/or (ii) if the Obligations are not paid in full by the Termination Date, the then outstanding Obligations shall bear interest at the Default Rate.

**22. Amendment and Waiver.** This Agreement may only be modified in writing signed by all Parties. No failure or delay in exercising any right shall impair any right that Purchaser has, nor shall any waiver by Purchaser be deemed a waiver of any default or breach occurring subsequently. Purchaser's rights and remedies are cumulative and not exclusive of each other or of any rights or remedies that Purchaser would otherwise have.

**23. Term and Termination Date.** This Agreement shall be effective when executed by all of the Parties,

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shall continue in full force and effect for thirty-six (36) months thereafter (the "Term"), and shall be further extended automatically annually (the "Renewal Term"), unless Seller provides written notice of its intention to terminate at least thirty (30) days prior the end of the respective Term or Renewal Term. Notwithstanding the preceding sentence, such termination shall not occur, and the Agreement shall continue as if no notice was given unless, on the Termination Date, Seller has fully repaid Purchaser all Obligations.

23.1. If Seller provides notice of its intent to terminate under Section 23 herein, then in addition to any other fees or amounts due under this Agreement, Seller agrees that it will pay Purchaser an Early Termination Fee equal to 3.0% of the Maximum Amount if this Agreement is terminated during the first twelve (12) months of this Agreement, and 1.50% of the Maximum Amount if this Agreement is terminated during the second twelve (12) months, and 0.50% of the Maximum Amount if this Agreement is terminated during the third twelve (12) months ("Early Termination Fee"). If this Agreement is terminated during the third twelve (12) months, the Early Termination Fee shall be prorated.

24. **No Lien Termination without Release.** In recognition of the Purchaser's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Seller, Purchaser shall not be required to record any terminations or satisfactions of any of Purchaser's liens on the Collateral unless and until Complete Termination has occurred; provided that Purchaser shall record one or more lien terminations in connection with the sale by Seller of all of the issued and outstanding capital stock of a Seller subsidiary, or the sale by Seller of all or substantially all of the assets of a Seller subsidiary, subject to the execution by Seller of an amendment to this Agreement and releases acceptable to Seller. Seller understands that this provision constitutes a waiver of its rights under §9-513 of the UCC.

25. **Conflict.** Unless otherwise expressly stated in any other agreement between Purchaser and Seller, if a conflict exists between the provisions of this Agreement and the provisions of such other agreement, the provisions of this Agreement shall control.

26. **Severability.** In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

27. **Expenses.** In addition to those expenses set forth in Section 8 herein, Seller agrees to reimburse Purchaser the actual amount of all costs and expenses, including reasonable attorneys' fees and expenses, which Purchaser may incur (a) protecting, preserving or enforcing any lien, security or other right granted by Seller to Purchaser or arising under applicable law, whether or not suit is brought, including but not limited to the defense of any Avoidance Claims or the defense of Purchaser's lien priority; (b) for travel and attorneys' fees and expenses incurred in complying with any subpoena or other legal process in any way relating to Seller, provided such attorneys' fees and travel costs are reasonable; and (c) for the actual amount of all costs and expenses, including reasonable attorneys' fees, which Purchaser may incur in enforcing this Agreement, or in connection with any federal or state insolvency proceeding commenced by or against Seller or any Payor, including those (i) arising out of an automatic stay, (ii) seeking dismissal or conversion of a bankruptcy proceeding or (iii) opposing confirmation of Seller's plan thereunder. All expenses will be subtracted from the Reserve Account and are payable by Seller upon demand by

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Purchaser. This provision shall survive termination of this Agreement.

28. **Entire Agreement.** This Agreement supersedes all prior or contemporaneous agreements and understandings between the Parties, verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by Purchaser or any third party to induce Seller to execute this Agreement. No course of dealing, course of performance, or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

29. **Choice of Law.** This Agreement shall be governed by, construed under, and enforced in accordance with the internal laws of the Chosen State.

30. **Jury Trial Waiver.** IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (a) ARISING HEREUNDER, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

31. **Venue; Jurisdiction.** The Parties agree that any suit, action, or proceeding arising out of the subject matter or the interpretation, performance, or breach of this Agreement, shall, if Purchaser so elects, be instituted in the Courts of Orange County, Florida (each an "Acceptable Forum"). Each Party agrees that the Acceptable Forums are convenient to it, and each Party irrevocably submits to the jurisdiction of the Acceptable Forums, irrevocably agrees to be bound by any final judgment rendered in connection with this Agreement and waives any and all objections to jurisdiction or venue that it may have under the laws of the Acceptable Forums or otherwise in those courts in any such suit, action, or proceeding. Should such proceeding be initiated in any other forum, Seller waives any right to oppose any motion or application made by Purchaser as a consequence of such proceeding having been commenced in a forum other than an Acceptable Forum.

32. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party delivering such an executed counterpart of the signature page to this Agreement by such means to any other Party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other Party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

33. **Notice.** All notices required to be given to any Party shall be deemed given upon the first to occur of (i) transmittal sent by commercial overnight carrier, (ii) transmittal by electronic means to a receiver under the control of such Party; or (iii) actual receipt by such Party or an employee or agent of such Party. Notices

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shall be sent to the following addresses, or to such other addresses as each such Party may in writing hereafter indicate:

PURCHASER: Alterna Capital Solutions LLC  
2420 Lakemont Ave, Suite 350  
Orlando, FL 32814  
Chief Operating Officer, Roger Allen  
rallen@alternacs.com

SELLER: Veritone, Inc.  
5291 California Ave., Suite 350  
Irvine, CA 92617  
SVP, Deputy Chief Accounting Officer, Charlie Thomas  
cthomas@veritone.com

Veritone, Inc.  
1615 Platte Street, 2<sup>nd</sup> Floor  
Denver, CO 80202  
Chief Financial Officer, Michael Zemetra  
mzemetra@veritone.com

34. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

35. **Assignment.** Purchaser may assign its rights and delegate its duties hereunder. Upon such assignment, Seller shall be deemed to have attorned to the assignee, shall owe the same Obligations to such assignee and shall accept performance hereunder from the assignee as if such assignee were Purchaser.

36. **Confidentiality and Nondisclosure.** The Parties agree that the terms of this Agreement, all business methods and trade secrets, and any and all other records and information clearly and specifically identified by the applicable Party as confidential will be held in strict confidence and treated as the confidential property of the other Party in accordance with the Non-Disclosure Agreement dated May 25, 2023 between the Parties. A Party will not, except in the due performance of its duties or the enforcement of its rights under this Agreement, disclose any of the foregoing to any person, unless specifically authorized to do so in writing by the other Party or unless required by law. The provisions of this Section shall survive the termination of this Agreement.

37. **Time of the Essence.** It is agreed that time is of the essence in all matters herein.

38. **Service of Process.** Seller agrees that Purchaser may affect service of process upon Seller by regular mail at the address set forth herein or at such other address as may be reflected in the records of Purchaser, or at the option of Purchaser by service upon Seller's agent for the service of process.

39. **Headings.** The title of this Agreement and the subject headings of the sections and subsections of this Agreement are included for the purposes of convenience and shall not affect the construction of

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interpretation of any of its provisions.

40. **Construction.** This Agreement and all agreements relating to the subject matter hereof are the product of negotiation and preparation by and among each party and its respective attorneys and shall be construed accordingly.

IN WITNESS WHEREOF the Parties hereto have affixed their hands and seals on the day and year first above written.

SELLER: VERITONE, INC.

By: /s/ Michael Zemetra  
Name: Michael Zemetra  
Title: Chief Financial Officer

SELLER: VERITONE ONE, INC.

By: /s/ Michael Zemetra  
Name: Michael Zemetra  
Title: Chief Financial Officer

SELLER: TABLE ROCK MANAGEMENT, LLC

By: /s/ Michael Zemetra  
Name: Michael Zemetra  
Title: Chief Financial Officer

SELLER: PANDOLOGIC, INC.

By: /s/ Michael Zemetra  
Name: Michael Zemetra  
Title: Chief Financial Officer

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SELLER: VERITONE DIGITAL, INC. d/b/a T3 MEDIA

By: /s/ Michael Zemetra

Name: Michael Zemetra

Title: Chief Financial Officer

SELLER: VERITONE ENTERPRISES, LLC

By: /s/ Michael Zemetra

Name: Michael Zemetra

Title: Chief Financial Officer

PURCHASER: Alterna Capital Solutions LLC

By: /s/ Roger Allen

Name: Roger Allen

Title: Chief Operating Officer

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**SCHEDULE A  
PERMITTED LIENS**

Purchaser consents to the existence of the following UCC liens, which are in existence as of the date of this Agreement:

None

Purchaser consents to the existing of the following UCC liens, which are in existence as of the date of this Agreement, except that Seller shall obtain a subordination agreement in the form and content acceptable to Purchaser, signed by each of the secured parties identified below, in which each such secured party shall subordinate its debt to the debt of the Purchaser:

None

**No other liens on the Collateral are permitted without prior consent of Purchaser.**

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COMMERCIAL GUARANTY  
(CORPORATE GUARANTOR)

**IN CONSIDERATION** of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, as well as for the purpose of seeking to induce **ALTERNA CAPITAL SOLUTIONS LLC** having a principal office at **2420 Lakemont Ave, Suite 350, Orlando, FL 32814** (hereinafter termed the "**ACS**"), to extend or continue to extend financial accommodations to VERITONE, INC., a Delaware Corporation, VERITONE ONE, INC., a Delaware Corporation, TABLE ROCK MANAGEMENT, LLC, a California Limited Liability Company, PANDOLOGIC, INC., a Delaware Corporation, VERITONE ENTERPRISES, LLC, a Delaware Limited Liability Company, and VERITONE DIGITAL, INC. d/b/a T3 MEDIA, a Delaware Corporation (hereinafter termed the "**Principal(s)**"), VERITONE ALPHA, INC, a Delaware Corporation, PERFORMANCE BRIDGE MEDIA, INC, a New York Corporation, MACHINE BOX, INC., a Delaware Corporation, VERITONE POLITICS, LLC, a Delaware Limited Liability Company, VOCALID, INC., a Delaware Corporation, and BROADBEAN, INC., a Delaware Corporation (hereinafter termed the "**Guarantor(s)**") (if more than one, each of them jointly and severally) does hereby absolutely and unconditionally guarantee to said ACS and to its endorsers, transferees, successors or assigns of either this guaranty or any of the obligations secured hereunder, the prompt payment and performance, according to their respective terms, of all Liabilities (as hereinafter defined) of the Principal to ACS.

1.The term "Liability" or "Liabilities" as used herein shall include, without limitation: (a) all of the obligations of the Guarantor hereunder, and (b) all present and future liabilities and obligations of Principal to ACS, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during, or after the commencement of any bankruptcy case in which Principal is a Debtor, arising directly or indirectly out of or in connection with the Credit Documents (as hereinafter defined), and including such obligations and liabilities arising under successive transactions renewing, increasing, extending, or continuing any of the Credit Documents, changing fees, charges or other terms thereof, whether heretofore, now, or hereafter made, incurred, or created, whether voluntarily or involuntarily, whether secured or unsecured (and if secured, regardless of the nature or extent of the security), regardless of whether Principal may be liable individually or jointly with others. The term "Credit Documents" means the Ledgered ABL Agreement between ACS and the Principal, dated as of August 8th, 2023 (the "Factoring Agreement"), all documents executed in connection therewith, and all permitted amendments or renewals to or of any of the foregoing.

2.The Guarantor waives notice of acceptance of this guaranty and notice of any Liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or nonpayment of any Liabilities and any suit or the taking of other action by ACS against and any other notice to any party liable thereon (including the Guarantor). The undersigned does irrevocably consent and agree that ACS may obtain credit reports on the Guarantor, the Principal, and any other guarantor at any time, at ACS's sole option and expense, for any reason, including but not limited to, determining whether there has been an adverse change in the financial condition of the Guarantor or the Principal.

3.ACS may at any time and from time to time without notice to the Guarantor (except as required by law), without incurring responsibility to the Guarantor, without impairing, releasing or otherwise

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affecting the obligations of the Guarantor, in whole or in part, and without the endorsement or execution by the Guarantor of any additional consent, waiver or guaranty (a) change the manner, place or terms of payment, and change or extend the time of or renew or alter, any Liability or installment thereof, or any security therefor, and may increase the Maximum Amount or make Overadvances (as such terms are defined in the Factoring Agreement, the payment of which shall be guaranteed hereunder, and the guaranty herein made shall apply to the Liabilities as so changed, extended, renewed, increased or otherwise altered; (b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Liabilities and any offset thereagainst; (c) exercise or refrain from exercising any rights against Principal or others (including the Guarantor) or act or refrain from acting in any other manner; (d) settle or compromise any Liability or any security therefor and may subordinate the payment of all or any part thereof to the payment of any Liability (whether or not due) of Principal to creditors of Principal other than ACS and the Guarantor; (e) apply any sums from any sources to any Liability without regard to any Liabilities remaining unpaid, and (f) take or omit to take any other action with respect to the Liabilities, or the security and collateral therefor; it being the unambiguous and unequivocal intention of Guarantor that the Guarantor shall be obligated to pay the Liabilities when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, except for the full and final payment and satisfaction of the Liabilities.

4.No invalidity, irregularity or unenforceability of all or any part of the Liabilities or of any security therefor shall affect, impair or be a defense to this guaranty, and this guaranty is a primary and absolute obligation of the Guarantor.

5.This guaranty is a continuing one, and all Liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

6.All notices provided to be given to ACS herein shall be sent by registered or certified mail, return receipt requested, to the address shown in the preamble to this agreement.

7.Any and all rights and claims of the Guarantor against Principal or any of its property shall be subordinate and subject in right of payment to the prior payment in full of all Liabilities.

8.ACS at all times, and from time to time, following any material adverse change in the financial condition of any one of the Guarantor shall have the right to require the Guarantor to deliver to ACS, as security for the Liabilities, collateral security, original or additional, satisfactory to ACS.

9.As security for the Liabilities, ACS is hereby given a lien upon, security title to and a security interest in all property of the Guarantor now or at any time hereafter in possession of ACS in any capacity whatsoever, and whether joint or by the entireties, including but not limited to any balance or share of any deposit, account, trust, agency or special account, or items of monies of the Guarantor now or hereafter in the possession or control of or otherwise with ACS, to include all dividends and distributions thereon or other rights in connection therewith, and ACS shall have such right to such property as authorized by law. Without limiting the generality of the foregoing, ACS shall have a prior perfected security interest to secure the Liabilities and may, at any time or from time to time at its option and without notice: (a) appropriate and apply towards the payment of any of the Liabilities the balance of any such account of the Guarantor, and (b) transfer into its own name or that of its nominee any such property in the possession or custody of ACS.

10.The Guarantor shall be in default hereunder upon: (a) non-payment of any Liability when due; (b) failure of Principal or the Guarantor to perform any agreement creating or otherwise affecting any Liability or any provision hereof and the expiration of any applicable cure period; (c) the dissolution, termination of existence, insolvency, or business failure of Principal or the Guarantor, appointment of a

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receiver of any substantial part of the property of Principal or of any substantial part of the property of Guarantor, assignment for the benefit of creditors or the commencement of any case or proceedings in bankruptcy or insolvency by Principal or by the Guarantor or the failure to timely contest to or to dismiss within thirty (30) days of filing, any involuntary case or proceeding seeking the adjudication of Principal, or the Guarantor as bankrupt or insolvent; (d) the entry of a final, unappealable judgment having a material adverse effect against Principal or the Guarantor; (e) the taking of possession of any substantial part of the property of Principal or the Guarantor at the instance of any governmental authority; (f) the falsity in any material respect of, or any material omission in any representation or statement made to, ACS by or on behalf of Principal or the Guarantor in connection with any Liability; or (g) the occurrence of a Default or Event of Default under any of the Credit Documents.

**11.** Upon the occurrence of any default hereunder, ACS shall have all of the remedies available to it under all applicable law. Without limiting the generality of the foregoing, upon the occurrence of such default, ACS may, at its option and without notice or demand: (a) declare any Liability accelerated and due and payable at once, and (b) take possession of any collateral security wherever located, and sell, resell, assign, transfer and deliver all or any part of said property of Principal or the Guarantor, at any public or private sale, for cash or on credit, and upon any such sale, ACS, unless prohibited by law the provisions of which cannot be waived, may purchase all or any part of said property to be sold, free from and discharged of all trusts, claims, right of redemption and equities of the Principal or Guarantor whatsoever; and (c) set off against any or all Liabilities or other obligations of the Guarantor all money owed by ACS in any capacity to the Guarantor whether or not due, and also set off against all other Liabilities of Principal or obligations of the Guarantor to ACS all money owed by ACS in any capacity to any Principal or the Guarantor, and ACS shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon the occurrence of such default although made or entered on the books subsequent thereto. Until all of the obligations of Principal to ACS have been paid and performed in full, Guarantor shall have no right of subrogation to ACS against Principal, and Guarantor hereby waives any rights to enforce any remedy which ACS may have against Principal and any rights to participate in any security for the obligations to ACS.

**12.** Guarantor shall pay all costs of collection and reasonable attorneys' fees, including reasonable attorneys' fees of any suit out of court, in trial, on appeal, in any bankruptcy cases, proceedings, any bankruptcy advocacy appeals and bankruptcy appeals or otherwise, incurred or paid by ACS in enforcing the payment of any Liability or enforcing or preserving any right or interest of ACS hereunder, including the collection, sale or delivery of any collateral security from time to time pledged hereunder, and after deducting such fees, costs and expenses from the proceeds of sale or collection, ACS may apply any residue to pay any of the Liabilities and the Guarantor shall continue to be liable for any deficiency with interest, which shall remain a Liability.

**13.** If claim is ever made upon ACS for repayment or recovery of any amount or amounts received by ACS in payment or on account of any of the Liabilities and ACS repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over ACS or any of its property or any settlement or compromise of any such claim effected by ACS with any such claimant (including Principal), then the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon the Guarantor, notwithstanding any revocation hereof or the cancellation of any instrument evidencing any Liability, and the Guarantor shall be and remain liable to ACS hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by ACS.

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14. Any acknowledgment, new promise, payment of principal or interest, or otherwise, whether by Principal or others (including the Guarantor), with respect to any of the Liabilities shall, if the statute of limitations in favor of the Guarantor against ACS shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

15. ACS shall not be bound to take any steps necessary to preserve any rights in any of the property of the Guarantor against prior parties who may be liable in connection therewith, and the Guarantor hereby agrees to take any such steps. ACS may, nevertheless, at any time after and during the continuance of a default (a) take any action it may deem appropriate for the care or preservation of such property or of any rights of the Guarantor or ACS therein; or (b) extend the time of payment or otherwise change the terms thereof as to any party liable thereon, all without notice to, without incurring responsibility to, and without affecting any of the obligations of the Guarantor.

16. No delay on the part of ACS in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this guaranty, shall be deemed to be made by ACS unless the same shall be in writing, duly signed on behalf of ACS, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of ACS or the obligations of the Guarantor to ACS in any other respect at any other time.

17. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and not a guaranty of collection. ACS shall not be required to proceed first against Principal, or any other person, firm or corporation, whether primarily or secondarily liable, or against any collateral security held by it, before resorting to the Guarantor for payment, and the Guarantor shall not be entitled to assert as a defense to the enforceability of the guaranty set forth herein any defense of Principal with respect to any Liability.

18. Guarantor hereby subordinates any and all indebtedness of Principal now or hereafter owed to Guarantor to all indebtedness of Principal to ACS, and agrees with ACS that Guarantor shall not demand or accept any payment of principal or interest from Principal, shall not claim any offset or other reduction of Guarantor's obligations hereunder because of any such indebtedness and shall not take any action to obtain any of the security described in and encumbered by the security instruments; provided, however, that, if ACS so requests, such indebtedness shall be collected, enforced and received by Guarantor as trustee for ACS and be paid over to ACS on account of the indebtedness of Principal to ACS, but without reducing or affecting in any manner the Liability of Guarantor under the other provisions of this Guaranty.

19. Each Guarantor warrants and represents to ACS that all financial statements heretofore delivered by said Guarantor to ACS are true and correct in all respects as of the date hereof.

a. Guarantor agrees to furnish to ACS (i) within ninety (90) calendar days after the close of its fiscal year, a copy of its annual financial statements setting forth the balance sheet, income and surplus account, and any changes in financial condition as of the close of each fiscal year (if such financial statements were audited in previous years, the financial statement is to be audited by and carry the opinion of an independent certified public accounting firm acceptable to ACS); (ii) within forty-five (45) calendar days after close of each quarter a financial statement of such quarter, the accuracy of which is certified by its chief financial officer; (iii) provide to ACS copies of its Federal Income Tax Returns, including all schedules, annually, within thirty (30) calendar days of filing with the Internal Revenue Service; and (iv) promptly provide to ACS such other financial information, statements and reports as ACS may request from time to time.

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b. The Guarantors shall furnish ACS, upon request, properly completed and executed attestation forms, using ACS's attestation form or a form approved by ACS in its sole discretion, certifying their financial statements to ACS all of which must be acceptable to ACS in its sole discretion.

c. Guarantor shall promptly, from time to time, furnish ACS with such other financial reports and data as ACS may request.

d. ACS shall have no duty to pass on to Guarantor at any time its knowledge about the financial affairs or condition of Principal or of any other Guarantor of the Liabilities. Guarantor warrants that it has independent means to keep itself informed about these matters.

e. ACS is hereby authorized to deliver a copy of any financial statements, tax returns or any other information relating to the business operations or financial condition of any Guarantor which may be furnished to it or come to its attention pursuant to the Credit Documents or otherwise, to any regulatory body or agency having jurisdiction over ACS or to any person which shall, or shall have the right or obligation to, succeed to all or any part of ACS's interest (or any interest) in the Credit Documents.

20. This guaranty may not be changed orally or by implication, and no obligation of Guarantor can be released or waived by ACS or any officer or agent of ACS, except by a writing, signed by a duly authorized officer of ACS. This guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid and all obligations and undertakings of Principal under, by reason of, or pursuant the Credit Documents have been completely performed.

21. If from any circumstances whatsoever fulfillment of any provisions of this guaranty, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by any applicable usury statute or any other applicable law as of the date hereof, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this guaranty that is in excess of the limit of such validity as of the date hereof, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control over every other provision of this guaranty.

22. Guarantor and any other guarantors of the Liabilities, whether executing this guaranty or a separate guaranty, shall be jointly and severally liable for payment and performance of the Liabilities. The failure of any other person required by ACS to guaranty the Liabilities to sign this guaranty or a separate guaranty shall not release or affect the obligations or liability of the Guarantor. If more than one party is a guarantor of the Liabilities, whether executing this guaranty or a separate guaranty, the term "**Guarantor**" shall include each as well as all of them. An executed facsimile (i.e., the transmission by any signatory via facsimile machine, by email or other electronic media of his or her signature on an original of any copy of this Guaranty) shall be an acceptable form of acceptance of this Guaranty. This Guaranty may be executed by the parties hereto individually or in combination, in any number of identical counterparts, and the signatures of all signatories hereto need not be contained on any one single counterpart hereof; that, if so executed, each of such counterparts shall be deemed an original for all purposes and all such counterparts shall, collectively, constitute one guaranty (but in making proof of this Guaranty it shall not be necessary to produce or account for more than one such counterpart); that a facsimile signature (i.e., the transmission by any signatory via facsimile machine, by email or other electronic media of his or her signature on an original of any copy of this guaranty) shall be deemed to be the delivery by such signatory of his or her original signature hereon; and that, if desired, the signature pages from separately executed original counterparts of this guaranty may be combined to form one or more fully executed original counterparts. ACS is authorized to maintain, store and otherwise retain this Guaranty in its original, inscribed tangible form or a record thereof in an electronic medium or other

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non-tangible medium which permits such record to be retrieved in perceivable forms and such retrieved form shall be deemed a duplicate original.

23. The term "**Guarantor**" wherever used herein shall mean the Guarantor or any one or more of them. Anyone executing this guaranty shall be bound by the terms hereof without regard to execution of this guaranty or of any other guaranty by anyone else. This guaranty is binding upon the Guarantor, his, their, or its executors, administrators, successors or assigns, and shall inure to the benefit of ACS, its successors, endorsees or assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Principal or Guarantor, if individuals, or by reason of the dissolution of Principal or Guarantor, if Principal or Guarantor is a corporation or partnership.

24. Notwithstanding anything to the contrary in this guaranty, the Guarantor hereby irrevocably waives all rights it may have at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of the ACS) to seek contribution, indemnification, or any other form of reimbursement from the Principal, or any other person now or hereafter primarily liable for any obligation of the Principal to the ACS, for any disbursement made by the Guarantor under or in connection with this guarantee or otherwise.

25. This guaranty has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida (without giving effect to Florida's principles of conflicts of law), and the laws of the United States applicable to transactions in such state. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty. To the extent permitted by applicable law, the Guarantor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect. Guarantor, whether or not a Florida resident, hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought upon to enforce this Guaranty or the Liabilities. The Guarantor specifically authorizes any such action to be instituted and prosecuted in any Circuit Court in Florida, or United States District Court of Florida, at the election of ACS, where venue would lie and be proper against any Principal.

**26. GUARANTOR AND ACS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ACS MAKING THE LOAN OR EXTENSION OF CREDIT EVIDENCED BY THIS AGREEMENT.**

Dated effective this 8<sup>th</sup> day of August 2023:

**Guarantor:**

VERITONE ALPHA, INC.

**By:** /s/ Michael Zemetra\_\_\_\_

**Print Name:** Michael Zemetra

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**As Its:** Chief Financial Officer

PERFORMANCE BRIDGE MEDIA, INC.

**By:** /s/ Michael Zemetra\_\_\_

**Print Name:** Michael Zemetra

**As Its:** Chief Financial Officer

MACHINE BOX, INC.

**By:** /s/ Michael Zemetra\_\_\_

**Print Name:** Michael Zemetra

**As Its:** Chief Financial Officer

VERITONE POLITICS, LLC

**By:** /s/ Michael Zemetra\_\_\_

**Print Name:** Michael Zemetra

**As Its:** Chief Financial Officer

VocalID, INC.

**By:** /s/ Michael Zemetra\_\_\_

**Print Name:** Michael Zemetra

**As Its:** Chief Financial Officer

BROADBEAN, INC.

**By:** /s/ Michael Zemetra\_\_\_

**Print Name:** Michael Zemetra

**As Its:** Chief Financial Officer

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