As filed with the Securities and Exchange Commission on March 15, 2017.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Veritone, Inc.
(Exact name of registrant as specified in its charter)

Delaware	7370	47-1161641
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
(888) 507-1737
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Chad Steelberg
Chief Executive Officer
Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
(888) 507-1737
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after this Registration Statement is declared effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
Common stock, $0.001 par value per share	$15,000,000	$1,738.50

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended, and includes the aggregate offering price of additional shares the underwriters have the option to purchase to cover over-allotments, if any.
(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Prospectus (Subject to Completion)
Dated March 15, 2017

Shares

Common Stock

This is the initial public offering of shares of common stock of Veritone, Inc. We are selling shares of common stock.

Prior to this offering, there has been no public market for our common stock. We anticipate the public offering price to be between $ and $ per share. We have applied to list our common stock on the Nasdaq Capital Market under the symbol "VERI."

We are an "emerging growth company" as defined by the Jumpstart Our Business Startups Act of 2012, which we refer to as the JOBS Act. As such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings. See "Prospectus Summary—Implications of Being an Emerging Growth Company."

See "Risk Factors" beginning on page 13 of the prospectus to read about risk factors you should consider before buying shares of our common stock.

	Price to Public	Underwriting Discounts and Commissions(1)	Proceeds to Us, Before Expenses
Per Share	$	$	$
Total	$	$	$

(1) See "Underwriting" beginning on page 117 of this prospectus for additional information regarding total underwriter compensation.

We have granted the underwriters an option for a period of 30 days to purchase up to an additional shares of common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of our common stock to purchasers on or about , 2017.

Wunderlich **Craig-Hallum Capital Group**

, 2017

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[Insert inside Cover Art]

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In considering whether to purchase shares of our common stock, you should rely only on the information contained in this prospectus or in any free writing prospectus we may file with the Securities and Exchange Commission, or the SEC. Neither we nor the underwriters have authorized anyone to provide you with any information, or to make any representations, other than those contained in this prospectus or in any free writing prospectuses we file with the SEC. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may provide to you. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus, or any free writing prospectus, as the case may be, or any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed after that date.

For investors outside the United States: We are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside the United States.

The representations, warranties and covenants made by us in any contract or other document that is filed as an exhibit to the registration statement of which this prospectus is a part were made solely for the benefit of the parties to such contract, including, in some cases, for the purpose of allocating risk among the parties to such contract or other document, and should not be deemed to be a representation, warranty or covenant made to you or for your benefit. Moreover, such representations, warranties or covenants were accurate only as of the date they were made, as set forth in the relevant contract or document. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of our business, financial condition, operations or prospects.

Trademarks

This prospectus includes our trademarks, trade names and service marks, such as Veritone®, Veritone Platform™, Veritone One™, Conductor™, Veritone eDiscovery™, Veritone Legal™ and Veritone Politics™, which are protected under applicable intellectual property laws and are our property. This prospectus also contains trademarks, trade names and service marks of other companies, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ®, ™ or ℠ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, trade names and service marks. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

Market, Industry Data and Other Data

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate is based on information from independent industry and research organizations and other third-party sources (including industry publications, surveys and forecasts), and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and third-party sources, as well as data from our internal research, and are based on assumptions made by us upon reviewing such data and our knowledge of such industry and markets, which we believe to be reasonable. Although we believe the data from these third-party sources is reliable, we have not independently verified any third-party information. In addition, projections, assumptions and estimates of the future performance of the industry in which we operate and our future performance are necessarily subject to uncertainty and risk due to a variety of factors, including those described in "Risk Factors." These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

Certain monetary amounts, percentages and other figures included in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables or charts may not be the arithmetic aggregation of the figures that precede them, and figures expressed as percentages in the text may not total 100% or, if applicable, when aggregated may not be the arithmetic aggregation of the percentages that precede them.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, including the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing at the end of this prospectus, before making an investment decision.

Unless otherwise indicated herein, references in this prospectus to "Veritone," the "Company," "we," "us" and "our" refer to Veritone, Inc., a Delaware corporation, together with its consolidated subsidiaries. References herein to "fiscal year" refer to our fiscal years, which end on December 31.

Company Overview

Veritone has developed a proprietary artificial intelligence platform that unlocks the power of cognitive computing to transform unstructured audio and video data and analyze it in conjunction with structured data in a seamless, automated manner to generate actionable intelligence. Our cloud-based open platform integrates and orchestrates an ecosystem of best-of-breed cognitive engines to reveal valuable multivariate insights from vast amounts of audio, video and structured data.

Our platform incorporates proprietary technology to manage and integrate a wide variety of AI processes to mimic human cognitive functions such as perception, reasoning, prediction and problem solving in order to quickly, efficiently and cost effectively transform unstructured data into structured data. Our platform stores the results in a searchable, time-correlated database, creating a rich, online, searchable index of audio, video and structured data, enabling users to analyze the information in near real-time to drive business decisions and insights.

Our mission is to bring the power of AI-based computing to enterprises of all sizes through a cloud-based platform that integrates multiple cognitive engine capabilities in a single platform that is licensed to our customers via a Software-as-a-Service (SaaS) model. Our scalable platform is based on an open architecture that enables new cognitive engines to be added quickly and efficiently, resulting in a future proof, scalable and evolving solution that can be easily leveraged in a broad range of industries that capture or use audio and video data, including, without limitation, media, politics, legal, law enforcement, retail, and other vertical markets.

Industry Background

According to Gartner, Inc., 80% of the world's data is unstructured and cannot be easily and efficiently searched, accessed or utilized. Unstructured data continues to grow at an accelerating rate and represents the vast majority of all data created, with 90% of the world's data being created in the past two years. International Data Corporation (IDC) predicts that the total amount of digital data created worldwide will grow from 4.4 zettabytes in 2013 to 44 zettabytes in 2020. Enterprises, including businesses and government agencies, recognize the utility of leveraging this rapid proliferation of data and are turning to artificial intelligence and analytics to increase their capabilities and efficiency. However, such enterprises lack the proper tools to collect and analyze the rapidly growing variety, velocity and volume of data in real-time.

According to IDC, the worldwide revenue from the market for cognitive systems and artificial intelligence is expected to grow from approximately $8 billion in 2016 to more than $47 billion in 2020. We believe that our platform and related services address a subset of such overall AI market. AI systems, particularly cognitive systems based upon machine and deep learning, are increasingly being designed to adapt and make sense of the complexity and unpredictability of unstructured data, such as text, audio and video. Deep learning enables

computers to discern patterns in large sets of data without being told what to look for. These machine learning algorithms can perform a wide range of functions, such as "reading" text, "seeing" images and "hearing" natural speech, and in turn interpret that information, organize it and offer explanations of what it means, along with the rationale, conclusions and applicable recommendations for such information. These systems can also improve the accuracy of their results with training and use. However, current machine learning algorithms are generally only effective when applied to a single, narrowly defined problem, which limits the amount and type of metadata that can be extracted and the nature of inquiries and analyses that can be performed, and therefore limits the usefulness of any single cognitive engine in real-world applications. For companies looking to harness the power of their unstructured data, this presents significant challenges. Many applications require multiple cognitive processes to be performed on unstructured data, and for the results to be correlated with structured data of the user or third parties. In addition, identifying the best algorithm to perform each task can be very challenging as both the user's needs and the relative performance of algorithms change over time, and switching algorithms within a closed system can be expensive and time consuming.

Our Solution

Veritone's innovative AI-based open platform intelligently orchestrates multiple best-of-breed cognitive engines within a single cloud-based solution to process information in volumes that can far exceed human cognitive capabilities. Our proprietary technology enables users to run comprehensive, multivariate queries, correlations and analyses in near real-time using multiple cognitive engines and data sets, integrating and refining the outputs. This enables our users to gain more accurate and in-depth analysis, more efficiently and cost effectively than any single engine solution. Our solution can also ingest and analyze structured data in correlation with the processed data. For example, our media users can use our system to identify instances where advertiser names or logos appear in a broadcast, and then correlate those instances with Nielsen data to measure the number of impressions generated by the ad, web traffic data to estimate the traffic driven by the ad, or their own sales data, to provide actionable intelligence regarding their advertising campaigns.

Our innovative AI ecosystem currently incorporates over 40 cognitive engines of various classes and types, from multiple vendors, including Google, IBM, Microsoft, Nuance, and Hewlett Packard, among others, in addition to several Veritone developed cognitive engines. These engines use advanced algorithms to capture and extract data from the contents of such media files for a variety of cognitive capabilities including, but not limited to, transcription, face detection, face recognition, object recognition, sentiment analysis, language translation, audio/video fingerprinting, geolocation, optical character recognition, metadata extraction, and media format transcoding. Our applications then allow users to perform analytics on such data. By having a number of engines from different providers within the same class and across different classes, our AI system can generate extensive and varied training data to more efficiently learn and thereby quickly improve accuracy and analyses. A key principle of AI-based systems is that the more data that is ingested and processed, the better the accuracy and predictive value that they can achieve.

Our Competitive Strengths

Our key competitive strengths include the following:

Proprietary Conductor Technology. Our Conductor technology optimizes the cognitive engine selection process by periodically evaluating the cost, speed, accuracy and usefulness of each engine to improve results and achieve higher levels of cognition. These Conductors orchestrate and intelligently route media to the most appropriate cognitive engines within chosen engine classes to produce robust intelligence from their media. We have released our Conductor technology for transcription and plan to deploy Conductors for other cognitive engine classes, such as object and logo recognition. Because we maintain proprietary performance data on the relative performance of each cognitive engine in our ecosystem, we believe that, in the near future, we will be

able to automatically select, in near real-time, the best engines in each major cognitive class to deploy based upon our automated review of the data being processed, including any metadata therein.

Broad Indexing and Search Capabilities. Utilizing our proprietary temporal elastic database (TED), we have the unique ability to synthesize various disparate data sets in a cohesive, time-based format, allowing users to unearth intelligence from the data that was previously unattainable. One of our applications, Veritone Discovery, allows for immediate access to data through dynamic, multivariate querying of various metadata derived from the original data. Elements include, but are not limited to, cognitive engine outputs (transcripts, translations, recognized objects and faces, etc.), file metadata and user-associated metadata such as content template outputs and freeform tags, as well as structured data such as media viewing data, web traffic data, sales data or crime statistics. These disparate data sets are indexed in TED in a time-correlated manner, allowing them to be synthesized in a cohesive, time-based approach. While storage agnostic, TED currently runs on Elasticsearch, leveraging the Apache Lucerne inverted index architecture.

One Open Platform, Integrated Multi-Cognitive Processing. Our open platform allows third-party AI engines to be easily integrated onto our platform and to participate in our AI marketplace via application programming interfaces (APIs). We currently offer over 40 cognitive engines on our platform across most major categories of AI. Our goal is to create a broad ecosystem offering all major cognitive engine capabilities on a single open and integrated platform. This business model enables our customers to send their data to one cloud-based platform, utilize multiple cognitive processes and correlate the resulting disparate metadata from varying third-party engines, as well as structured data sources, and analyze, capture and share the results without leaving their Veritone user session. As our business expands, we plan to increase the number of supported instances of our platform within public and private cloud environments and across multiple geographies.

Cloud Agnostic. Our platform currently leverages several cloud computing and storage services, including Joyent and Amazon's Web Services cloud. We have also recently deployed our platform to run on Microsoft Azure's secure government cloud, which enables us to address the needs of the law enforcement and public safety markets. We believe we will be able to deploy our platform on a variety of cloud infrastructures and within varying geographic regions and countries, which will be necessary for our future international expansion.

Modular and Industry Specific Applications. Our modular platform is designed to enable our customers and developers to rapidly develop applications that can convert customer data into actionable insights relevant for different markets. We have created and demonstrated successful use cases for our media, politics and legal applications, which enable customers to solve difficult problems such as programmatic ad verification, tracking audience measurement correlations, and finding, selecting, and editing long-form media content into short-form media shareable via social media.

Our Growth Strategies

We plan to expand our market presence and business by pursuing the following growth strategies:

- *Expand Revenues and Gain Broad Market Acceptance for Our SaaS Solutions.* We plan to use a portion of the proceeds of this offering to expand our sales and marketing capabilities and brand campaign to aggressively pursue wider recognition of our technology capabilities.
- *Increase Penetration in Existing Markets.* We plan to continue to align with leading providers in our existing markets and enhance our relationships with them to expand our revenues and grow our SaaS offerings in such markets.
- *Expand into Other Vertical Markets.* We plan to increase our investment in sales and marketing to drive greater awareness and adoption of our platform in other vertical markets.

- *Continue Significant Investment in our Technology Platform.* We plan to continue to invest in enhancing our software capabilities and extending our platform to bring the power of cognitive processing to a broader range of client applications, with expanded functionality and capabilities.
- *Selectively Pursue Acquisitions and Strategic Investments.* We plan to selectively pursue acquisitions and strategic investments in businesses and technologies that strengthen our platform, enhance our capabilities and/or expand our market presence in our core vertical markets.

Our Target Markets

While AI can be applied to a myriad of industries and functions, we have initially targeted a few key markets where users generate large amounts of unstructured audio and video data, and where we believe that our platform has the potential to unlock the power of that data to significantly improve the efficiency and effectiveness of their operations.

- ***Media***. We initially applied our platform to our legacy media agency business to help advertisers optimize their advertising budgets across media using near real-time ad verification and media analytics. We have expanded these capabilities to provide media owners and broadcasters the same visibility on ad placements and the effectiveness of their media campaigns via a SaaS model.
- ***Politics***. Political parties, consultants, PACs, trade organizations, lobbyists, special interest groups and candidates can use our platform to search and analyze vast amounts of unstructured public and private media. Our platform allows such users to quickly obtain valuable research on candidates' positions and prior statements on key issues, to identify inconsistencies, to understand local sentiment and to assist in communications with voters.
- ***Legal***. Our platform provides a new dimension to the eDiscovery market, where the ability to analyze large amounts of audio, video and structured data can play a critical role in litigation success. Our platform enables legal professionals to gain real-time access to analyze vast amounts of voice mails, recorded telephone calls, video depositions, and other digital media at a fraction of the cost of other solutions.
- ***Law Enforcement and Public Safety***. This market reflects our most recently added vertical market. We have deployed our platform on Microsoft Azure's secure government cloud to enable police departments and other government authorities to gain insight from the large and growing amount of data they accumulate on a daily basis, including from police body cameras, police car recorders, 911 audio tapes, surveillance cameras and a variety of other digital media technologies.
- ***Other Vertical Markets***. We are currently exploring the use of our platform for a variety of other markets, including commercial security and retail markets, to provide users with insight on the large volumes of unstructured data, such as security footage from CCTV systems, produced by their operations.

Development of our AI Platform Business

Since our inception, we have generated substantially all of our revenues from our media placement services performed under advertising contracts with our media clients (the Media Agency Business). We are in the early stages of developing our AI platform and SaaS licensing business (the AI Platform Business) and have not generated significant revenue from this business. During the years ended December 31, 2016 and 2015, our net revenues were $8.9 million and $13.9 million, respectively, which consisted of $8.4 million and $13.8 million, respectively, of net revenues from our Media Agency Business and $0.5 million and less than $0.1 million, respectively, from our AI Platform Business. We intend to continue to invest significant resources and capital in developing our AI Platform Business, and therefore we do not expect to achieve profitability for the foreseeable future. Our objective is to manage our resources so that we can continue to develop a successful AI Platform

Business that generates significant increases in net revenues and establishes us as the leader in the cloud-based artificial intelligence market, while at the same time maintaining and expanding our Media Agency Business by acquiring new customers and adding additional media placement contracts.

Summary Risk Factors

Our business is subject to numerous risks and uncertainties of which you should be aware before you decide to invest in our common stock. These risks may prevent us from achieving our business objectives, and may materially and adversely affect our business, financial condition, results of operations and prospects. These risks are discussed in greater detail in the section entitled "Risk Factors" immediately following this prospectus summary. Some of these risks are:

- Substantially all of our revenues are currently generated from advertising contracts with our media clients, and our effort to expand our SaaS licensing business may be expensive and may not succeed;
- The artificial intelligence market represents a new and unproven opportunity of uncertain size, and it may decline or experience limited growth;
- Our competitors may acquire third party technologies used by our platform, which could result in them blocking us from using the technology, increasing the cost of such technologies or offering such technologies for free to the public;
- Our continuous access to public media may be restricted, disrupted or terminated, which would reduce the effectiveness of our platform;
- We may not be able to develop a strong brand for our platform and increase market awareness of our Company and platform;
- We may not be able to expand the capabilities of our proprietary Conductors to optimize our platform for other classes of cognitive engines;
- Our quarterly results may fluctuate significantly, which may negatively impact the value of our common stock;
- The success of our business depends on our ability to introduce new products and to expand within our current markets and into new markets in a cost-effective manner;
- We currently generate significant revenue from a limited number of key customers and the loss of any of our key customers may harm our business;
- We rely on third party providers (i) to operate our platform and handle any disruption of or interference with such service, and (ii) to develop cognitive engines and the related APIs for our site; and
- We have had a history of losses, and we may be unable to achieve or sustain profitability, or obtain additional capital to fund our operations on a timely basis, on reasonable terms or at all.

Implications of Being an Emerging Growth Company

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 (the JOBS Act), and are eligible to take advantage of certain exemptions from various reporting requirements and may be relieved of other significant requirements that are otherwise generally applicable to other public companies that are not emerging growth companies. These exemptions include, but are not limited to:

- reduced disclosure obligations with respect to financial data, including presenting only two years of audited financial statements and only two years of selected financial data in the registration statement on Form S-1, of which this prospectus is a part;
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements;

- an exemption from compliance with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended (the Sarbanes-Oxley Act), in the assessment of our internal control over financial reporting; and
- exemptions from the requirements of holding a non-binding advisory vote on executive compensation and the requirement to obtain stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these exemptions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1.0 billion in annual revenue, we are deemed to be a large accelerated filer under rules of the Securities and Exchange Commission (SEC) or we issue more than $1.0 billion of non-convertible debt over a three-year period. We have taken advantage of certain reduced reporting burdens in this registration statement, of which this prospectus is a part, and may elect to take advantage of some or all of the reduced reporting requirements in our future filings. As a result, the information contained herein and that we provide to our stockholders in the future may be different than the information you receive from other public companies in which you hold stock.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended (the Securities Act) for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We intend to take advantage of such extended transition period. Section 107 of the JOBS Act provides that we can elect to opt out of the extended transition period at any time, which election is irrevocable.

Channels for Disclosure of Information

Investors, the media and others should note that, following the completion of this offering, we intend to announce material information to the public through filings with the SEC, the investor relations page on our website, press releases and public conference calls and webcasts.

Company Information

We were incorporated as a Delaware corporation on June 13, 2014 under the name, Veritone Delaware, Inc., and changed our name to Veritone, Inc. on July 15, 2014. Our corporate headquarters are located at 3366 Via Lido, Newport Beach, California 92663. Our telephone number is (888) 507-1737. Our principal website address is *www.veritone.com*. The information on, or accessible through, any of our websites is not a part of this prospectus, nor is such content incorporated by reference herein, and should not be relied upon in determining whether to make an investment in our common stock.

THE OFFERING

Common stock offered by us	shares
Common stock to be outstanding after this offering	
Underwriters' option to purchase additional shares of common stock from us	We have granted to the underwriters an option to purchase up to an additional shares of our common stock, which is exercisable by the underwriters at any time within 30 days after the date of this prospectus.
Use of proceeds	We estimate that we will receive net proceeds from the sale of common stock in this offering of approximately $ million (or approximately $ million if the underwriters exercise in full their option to purchase additional shares of our common stock), based on an assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our common stock and enable access to the public equity markets for us and our stockholders. We currently intend to use the net proceeds from this offering for working capital or other general corporate purposes, including funding our growth strategies discussed in this prospectus. These uses and growth strategies include investments (a) to expand our platform and enhance our technologies; and (b) to broaden our sales and marketing capabilities for our SaaS licensing business; however, we do not currently have any definitive or preliminary plans with respect to the use of proceeds for such purposes. In addition, we may use a portion of net proceeds of this offering to acquire or invest in complementary businesses, services, technologies or intellectual property rights. We do not have any agreements or commitments with respect to any such acquisitions or investments at this time. See "Use of Proceeds" for additional information.
Directed share program	The underwriters have reserved for sale, at the initial public offering price, up to shares of our common stock being offered for sale to our directors, officers, stockholders, employees and certain customers. We will offer these shares to the extent permitted under applicable regulations. The number of shares available for sale to the general public in this offering will be reduced to the extent these persons purchase reserved shares. Any reserved shares not purchased will be offered by the underwriters to the general public on the same terms as the other shares.

Dividend policy	We currently intend to retain all available funds and any future earnings for use in the operation of our business, and therefore, we do not currently expect to pay any cash dividends on our common stock. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon our results of operations, financial condition, capital requirements and other factors that our board of directors deems relevant. Our ability to pay dividends may also be restricted by the terms of any future credit agreement or any future debt or preferred equity securities of ours or of our subsidiaries. See "Dividend Policy."
Proposed Nasdaq Capital Market symbol	"VERI"
Risk factors	Investing in shares of our common stock involves a high degree of risk. See "Risk Factors" beginning on page 13 of this prospectus for a discussion of factors you should carefully consider before investing in shares of our common stock.

Unless we specifically state otherwise, throughout this prospectus, the number of shares of our common stock to be outstanding after this offering is based upon shares of our common stock as of December 31, 2016, which assumes and/or gives effect to:

- the automatic conversion of all of the outstanding $20 million principal amount and all accrued interest under the convertible promissory note issued to Acacia Research Corporation (the Acacia Note) into shares of common stock immediately prior to the closing of this offering, which reflects shares issued upon conversion of interest accrued through December 31, 2016, at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus). Additional interest will continue to accrue under the Acacia Note, and accordingly, the number of shares of common stock issuable upon conversion of the Acacia Note will continue to increase until the actual date of its conversion;
- the issuance of shares of common stock upon the automatic exercise of the primary common stock purchase warrant issued to Acacia on August 15, 2016 (the Acacia Primary Warrant) as of the closing date of this offering, at an exercise price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus). Because the number of shares of common stock issuable under the Acacia Primary Warrant is determined by dividing $50 million (less the total amount of principal and accrued interest under the Acacia Note) by the exercise price per share, to the extent the total amount of principal and interest under the Acacia Note exceeds $20 million, the shares issuable upon exercise of the Acacia Primary Warrant will decline;
- the issuance of shares of common stock upon the automatic conversion of the $8.0 million principal amount and accrued interest under the secured convertible notes (the Bridge Notes) issued by us pursuant to the Note Purchase Agreement dated March 15, 2017 (the Note Purchase Agreement) at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus), and the issuance of shares of common stock to the purchasers of the Bridge Notes under the terms of the Note Purchase Agreement (assuming the full draw down of the amounts available thereunder);

- the conversion of all of the shares of our Series A preferred stock outstanding as of December 31, 2016 into 4,734,230 shares of common stock immediately prior to the completion of this offering (which includes shares issued pursuant to liquidation preference accrued through December 31, 2016);
- the conversion of all of the outstanding shares of our Series B preferred stock outstanding as of December 31, 2016 into 3,740,248 shares of common stock immediately prior to the completion of this offering (which includes shares issued pursuant to liquidation preference accrued through December 31, 2016);
- no other issuances of options, warrants, convertible debt securities or shares of common stock after December 31, 2016, and no exercises of any outstanding options or other warrants after December 31, 2016;
- No participation in this offering by any of our directors, executive officers and stockholders holding more than 5% of our outstanding shares, in the directed share program;
- an assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus; and
- the completion of a 1:[ ] reverse stock split of our common stock to be effected in March 2017.

Unless we specifically state otherwise, the foregoing excludes the following:

- 1,134,063 shares of common stock issuable upon exercise of stock options outstanding as of December 31, 2016 under our 2014 Stock Option/Stock Issuance Plan, as amended (the 2014 Plan) at a weighted-average exercise price of $1.36 per share;
- shares of common stock that will be reserved as of the closing date of this offering for future issuance under our 2017 Stock Incentive Plan (the 2017 Plan), which will be adopted prior to the completion of this offering (which includes shares of common stock issuable upon the exercise of stock options to be granted upon the effective date of the registration statement of which this prospectus is a part);
- shares of common stock that will be reserved for future issuance under our 2017 Employee Stock Purchase Plan (the ESPP), which will be adopted immediately prior to the completion of this offering;
- shares of common stock issuable upon exercise of warrants outstanding upon the closing of this offering at a weighted average exercise price of $ per share (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus); and
- the exercise of the underwriters' option to purchase up to an additional shares of common stock from us.

The precise number of shares of our common stock to be issued (a) upon conversion of all outstanding principal and accrued interest on the Acacia Note and the Bridge Notes immediately prior to the closing of this offering, and (b) upon conversion of our redeemable convertible preferred stock upon the completion of this offering, will depend in part on the date on which such conversions are completed, because additional interest under the Acacia Note will continue to accrue at the rate of 6% per annum until the Acacia Note is converted, and the additional liquidation preference of our redeemable convertible preferred stock will continue to accrue at a rate of 8% per annum until the closing date of this offering. Accordingly, the number of shares of common stock issuable upon conversion of the Acacia Note, the Bridge Notes and our redeemable convertible preferred stock will continue to increase until their actual conversion.

Summary Consolidated Financial and Operating Data

You should read the following information together with the more detailed information contained in "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the accompanying notes appearing elsewhere in this prospectus. The following tables set forth our summary consolidated financial data as of the dates and for the periods indicated below. The summary consolidated statements of operations data for the years ended December 31, 2016 and 2015 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The historical results presented below are not necessarily indicative of financial results to be achieved in future periods.

	For the Year Ended December 31,	
	2016	2015
	(in thousands, except share and per share data)	
Consolidated Statements of Operations Data:		
Net revenues	$ 8,911	$ 13,928
Cost of revenues	1,577	1,860
Gross profit	7,334	12,068
Operating expenses:		
Sales and marketing	8,279	5,735
Research and development	7,900	4,633
General and administrative	14,935	7,990
Total operating expenses	31,114	18,358
Loss from operations	(23,780)	(6,290)
Other income, net	520	85
Loss before provision for income taxes	(23,260)	(6,205)
Provision for income taxes	6	5
Net loss	$ (23,266)	$ (6,210)
Accretion of redeemable convertible preferred stock	(3,204)	(3,330)
Net loss attributable to common stockholders	$ (26,470)	$ (9,540)
Per Share Data:		
Net loss per share attributable to common stockholders, basic and diluted	$ (7.68)	$ (4.04)
Weighted average shares used to compute basic and diluted net loss per share	3,447,224	2,361,220
Pro forma net loss per share, basic and diluted (unaudited)(1)		
Weighted average shares used to compute pro forma net loss per share, basic and diluted (unaudited)(1)		

(footnotes on following page)

	As of December 31, 2016		
	Actual	Pro Forma(2)	Pro Forma As Adjusted(3)(4)
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 12,078	$	$
Working capital (deficit)	(21,233)		
Total assets	30,665		
Total liabilities	50,939		
Total redeemable convertible preferred stock	23,350		
Total stockholders' equity (deficit)	(43,624)		

(footnotes from prior page)

(1) Pro forma basic and diluted net loss per common share and pro forma weighted average shares outstanding have been calculated assuming, as of the beginning of the applicable period: (a) the conversion of all of our outstanding Series A preferred stock into an aggregate of shares of our common stock, and (b) the conversion of all of our outstanding Series B preferred stock into an aggregate of shares of our common stock.

(2) The pro forma column in the consolidated balance sheet data table above reflects (a) the conversion of all outstanding shares of Series A preferred stock into an aggregate of 4,734,230 shares of common stock immediately prior to the completion of this offering, which includes accrued liquidation preferences on such preferred stock through December 31, 2016; (b) the conversion of all outstanding shares of Series B preferred stock into an aggregate of 3,740,248 shares of common stock immediately prior to the completion of this offering, which includes accrued liquidation preferences on such preferred stock through December 31, 2016; (c) the automatic conversion of all outstanding principal amount and accrued interest under the Acacia Note into shares of common stock immediately prior to the closing of this offering (which includes interest accrued on the Acacia Note through December 31, 2016) at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (d) the issuance of shares of common stock upon the automatic exercise of the Acacia Primary Warrant upon the closing date of this offering, at an exercise price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus); and (e) the automatic conversion of the $8.0 million principal amount and accrued interest under the Bridge Notes into an aggregate of shares of common stock upon the completion of this offering at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus), and the issuance of shares of common stock to the purchasers of such notes under the terms of the Note Purchase Agreement (assuming the full draw down of the amounts available thereunder). The liquidation preference on the redeemable convertible preferred stock and the interest on the Acacia Note and the Bridge Notes will continue to accrue until the actual date of the conversion of the redeemable convertible preferred stock and the Acacia Note and the Bridge Notes. As such, additional shares of common stock will be issued as of the actual date of such conversions.

(3) The pro forma as adjusted column in the consolidated balance sheet data table above gives effect to (a) the pro forma adjustments referred to in footnote 2 above; (b) the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

(4) The pro forma as adjusted information presented in the summary consolidated balance sheet data above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (which is the midpoint of the price range set forth on the cover page of this prospectus)

would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets, total liabilities and total stockholders' equity (deficit) by approximately $ assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 100,000 shares in the number of shares offered by us at the assumed initial public offering price would increase (decrease) each of cash and cash equivalents, total assets, total liabilities and total stockholders' equity (deficit) by approximately $.

RISK FACTORS

You should carefully consider the risks described below, together with all of the other information included in this prospectus, before making an investment decision. Our business, financial condition and results of operations could be materially and adversely affected by any of these risks or uncertainties. In that case, the trading price of our common stock could decline, and you may lose all or part of your investment.

Risks Related to Our Business, Industry and Financial Condition

Substantially all of our revenues are currently generated from advertising contracts with our media clients, and our effort to expand our SaaS licensing business may not succeed.

In 2016 and 2015, substantially all of our revenues were advertising-related revenues generated from media placement services performed under advertising contracts with our media clients. We typically receive a percentage of the total advertising placement by these customers with selected media sources. We did not commence licensing of our platform until April 2015, and SaaS licensing revenue from our platform was $0.5 million and less than $0.1 million in the years ended December 31, 2016 and 2015, respectively. In order for us to grow our business and achieve profitability, we must expand our revenue base by ramping up our SaaS licensing business and entering into additional licensing agreements. However, we are currently in the early stage of developing our SaaS licensing business, and there is no guarantee that we will succeed.

Many factors may adversely affect our ability to establish a viable and profitable SaaS licensing business, including but are not limited to:

- Failure to add additional cognitive engines with sufficient levels of capability into our platform (or difficulties in integrating any such cognitive engines), or loss of access to such engines;
- Inability to expand the automation capabilities of our Conductor to other types of cognitive engines;
- Failure to add additional market-specific capabilities and analytics for each of our vertical markets;
- Failure to articulate the perceived benefits of our solution, or failure to persuade clients that such benefits justify the additional cost over single cognitive engine solutions;
- Introduction of competitive offerings by larger, better financed and more well-known companies;
- Failure to provide adequate customer support;
- Long sales cycles for customers in the government and law enforcement markets;
- Failure to generate broad customer acceptance of or interest in our solutions;
- Increases in costs or lack of availability of certain cognitive engines;
- Challenges in operating our platform on secure government cloud platforms;
- Inability to continue to access public media for free;
- Higher data storage and computing costs; and
- Difficulties in adding technical capabilities to our platform and ensuring future compatibility of additional third party providers.

If we fail to develop a successful SaaS licensing business, or if we are unable to ramp up our SaaS operations in a timely manner or at all, our business, results of operations and financial condition will suffer and you may lose all or part of your investment in this offering.

The artificial intelligence market is new and unproven, and it may decline or experience limited growth, which would adversely affect our ability to fully realize the potential of our platform.

The artificial intelligence market is relatively new and unproven and is subject to a number of risks and uncertainties. We believe that our future success will depend in large part on the growth of this market. The

utilization of our platform by customers is still relatively new, and customers may not recognize the need for, or benefits of, our platform, which may prompt them to decide to adopt alternative products and services to satisfy their cognitive computing search and analytics requirements. In order to expand our business and extend our market position, we intend to focus our marketing and sales efforts on educating customers about the benefits and technological capabilities of our platform and the application of our platform to the specific needs of customers in different market verticals. Our ability to expand the market that our platform addresses depends upon a number of factors, including the cost, performance and perceived value of our platform. Market opportunity estimates are subject to significant uncertainty and are based on assumptions and estimates, including our internal analysis and industry experience. Assessing the market for our SaaS solutions in each of the vertical markets we are competing in, or are planning to compete in, is particularly difficult due to a number of factors, including limited available information and rapid evolution of the market. The market for our platform or AI cognitive computing in general may fail to grow significantly or be unable to meet the level of growth expected by us. As a result, we may experience significant reduction in demand for our products and services due to lack of customer acceptance, technological challenges, competing products and services, decreases in spending by current and prospective customers, weakening economic conditions and other causes. If our market does not experience significant growth, or if demand for our platform decreases, then our business, results of operations and financial condition will be adversely affected.

We rely on third parties to develop cognitive engines for our platform and to create the related Application Program Interfaces (APIs).

A key element of our platform is the ability to incorporate and integrate cognitive engines developed by multiple third-party vendors into a single, open platform, and we plan to increase the number of third-party engines incorporated into our platform in order to enhance the performance and power of our platform. As we become increasingly dependent on third-party developers for new cognitive engines, we may encounter difficulties in identifying additional high-quality engines, entering into agreements for their inclusion in our ecosystem on acceptable terms or at all and/or in coordinating and integrating their technologies into our system. We may incur additional costs to modify and adjust existing functionalities of our platform to accommodate multiple classes of third-party engines, without the assurance that such costs can be recouped by the additional revenues generated by the new capabilities. As our platform becomes more complex due to the inclusion of various third-party engines, we may not be able to integrate them in a smooth or timely manner due to a number of factors, including incompatible software applications, lack of cooperation from developers, insufficient internal technical resources, and the inability to secure the necessary licenses or legal authorizations required. In addition, we currently use third-party providers to create the APIs to integrate such third party cognitive engines in order to make such services available through our platform. We plan to require such third party developers to create such APIs and will be dependent in part upon their ability to do so effectively and quickly. We may not have full control over the quality and performance of third-party providers, and therefore, any unexpected deficiencies or problems arising from these third-party providers may cause significant interruptions of our platform. The failure of third party developers to integrate their engines seamlessly into our platform and/or provide reliable, scalable services may impact the reliability of our platform and harm our reputation and business, results of operations and financial conditions.

Our competitors may acquire third party technologies, which could result in them blocking us from using the technology in our platform, offering it for free to the public or making it cost prohibitive for us to continue to incorporate their technologies in our platform.

Our success depends on our ability to attract and incorporate the leading cognitive engines into our platform. If any third party acquires a cognitive engine that is integral to our platform, they may preclude us from using it as a component of our platform or make it more expensive for us to utilize such engine. It is also possible that a third party acquirer of such technology could offer the engines and technologies to the public as a free add-on capability, in which case our customers would have less incentive to pay us for the use of our platform. If a key third party technology becomes unavailable to us or is impractical for us to continue to use, the functionality of

our platform could be interrupted and our expenses could increase as we search for an alternative technology. As a result, our business, results of operations and financial condition could be adversely affected through the loss of customers, reputational harm and/or from increased operating costs.

Our continuous access to public media may be restricted, disrupted or terminated, which would reduce the effectiveness of our platform.

The success of our platform depends substantially on our ability to continuously ingest and process large amounts of data available in the public media, and any interruption to our free access to such public media will adversely affect the performance and quality of our platform. While we have not encountered any significant disruption of such access to date, there is no guarantee that this trend will continue without costs. Public media sources may change their policies to restrict access or implement procedures to make it more difficult or costly for us to maintain access. Free access to certain public media has also been challenged in courts as a potential violation of laws. In a recent case, *Fox News v. TVEyes*, Fox News filed a lawsuit against a media-monitoring service company for alleged violation of copyright laws based on such company's downloading and sharing of content. The current case is pending in the Court of Appeals for the Second Circuit. If the Court overturns the lower court decision, or other broadcasters pursue similar legal actions, our free access to some or all public media could be limited or eliminated entirely, which will severely reduce the effectiveness and capabilities of our platform and cause us to lose customers. If we no longer have free access to public media, our online media library and the capability and quality of our platform will be significantly reduced. Furthermore, we may be forced to pay significant fees to public media sources in order to maintain access, which would adversely affect our financial condition and results of operations.

If we are not able to develop a strong brand for our platform and increase market awareness of our Company and our platform, then our business, results of operations and financial condition may be adversely affected.

We believe that the success of our platform will depend in part on our ability to develop a strong brand identity for "Veritone" and our "Veritone Platform" service marks and to increase the market awareness of our platform and its capabilities. The successful promotion of our brand will depend largely on our continued marketing efforts and our ability to offer high quality cognitive engines on our platform and ensure that the technology operates seamlessly for our customers. We also believe that it is important for us to be thought leaders in the AI-based cognitive computing market. Our brand promotion and thought leadership activities may not be successful or produce increased revenue. In addition, independent industry analysts often provide reviews of our platform and of competing products and services, which may significantly influence the perception of our platform in the marketplace. If these reviews are negative or not as positive as reviews of our competitors' products and services, then our brand may be harmed.

The promotion of our brand also requires us to make substantial expenditures, and we anticipate that these expenditures will increase as our industry becomes more competitive and as we seek to expand into new markets. These higher expenditures may not result in any increased revenue or incremental revenue that is sufficient to offset the higher expense levels. If we do not successfully maintain and enhance our brand, then our business may not grow, we may see our pricing power reduced relative to competitors and we may lose customers, all of which would adversely affect our business, results of operations and financial condition.

We expect that our brand and reputation may also be affected by customer reviews and reactions, including review and feedback through online social media channels. We must consistently provide high quality services to ensure that our customers have a positive experience using our platform. If customers complain about our services, if we do not handle customer complaints effectively or if we cannot generate positive reviews and commentaries on social media channels, then our brand and reputation may suffer, and our customers may lose confidence in us and reduce or cease their use of our platform.

We may not be able to expand the capabilities of our proprietary Conductor technology to optimize our AI platform.

We recently enhanced the performance of our platform by adding our proprietary Conductor technology, which automates the selection of cognitive engines available on our platform within a class from the engines available on our platform. Our Conductor technology is designed to optimize data processing for performance, cost, and speed by choosing the best cognitive engine to deploy to generate the best results for each individual search. Our Conductor technology currently only works with transcription engines. While we are working on expanding our Conductor technology to other cognitive classes, we cannot guarantee that such expansion will be completed on a timely basis or at all. We may not be able to develop the technology to effectively and quickly navigate and process multiple complex classes of cognitive engines, particularly those developed by third parties. Even if we are able to do so, we may not be able to develop Conductors that achieve the expected speed, performance and quality, which would have an adverse effect on our customer experience and satisfaction. In addition, we expect to incur significant costs in the development and deployment of our proprietary Conductors, and if we cannot achieve our expected performance goals and economic benefits, it will have an adverse effect on our financial condition and results of operations.

We currently generate significant revenue from a limited number of key customers and the loss of any of our key customers may harm our business, results of operations and financial results.

Our ten largest customers by revenue accounted for approximately 72.2% and 81.0% of our net revenues in 2016 and 2015, respectively. If any of our key customers decides not to renew its contract with us or renews on less favorable terms, or if any such customer decides to develop its own platform, our business, revenue and reputation could be materially and adversely affected.

For example, our two largest customers by revenue in 2015, LifeLock and DraftKings, collectively accounted for approximately 42.7% of our net revenues in 2015, but only 10.5% of our net revenues in 2016. In September 2015, our agreement with LifeLock was terminated, which contributed to the reduction in our net revenues in 2016 compared with the prior year. Furthermore, as a result of certain legal proceedings in which it was involved, DraftKings reduced its marketing spend in 2016, and our net revenues related to our agreement with DraftKings declined significantly. If we lose business with additional key customers, and are not able to gain additional customers or increase our revenue from other customers to offset the reduction of revenues from those key customers, our business, results of operations on a financial condition would be harmed.

Media Agency clients periodically review and change their advertising requirements and relationships. If we are unable to remain competitive or retain key clients, our business, results of operations and financial position may be adversely affected.

The media placement industry is highly competitive, and certain advertising clients periodically put their advertising, marketing and corporate communications business up for competitive review. Clients also review the cost/benefit of servicing all or a portion of their advertising and marketing needs in-house. We have won and lost accounts in the past as a result of these reviews. Because our Media Agency contracts generally can be cancelled by our customers upon 30 to 90 days prior written notice, clients can easily change media providers on short notice without any penalty. As a result, in order to retain existing clients and win new clients, we must continue to develop solutions that meet client needs, provide quality and effective client services, and achieve clients' return on investment requirements and pricing. In addition, our Media Agency Business is primarily engaged in the placement of endorsed media, and we may face increased competition in this business in the future from other advertising agencies that provide a more comprehensive range of advertising services to their customers. To be able to offer a broader range of services, we would need to add additional capabilities, such as television buying, and we may not be able to do so effectively. To the extent that we are not able to remain competitive or retain key clients, our revenue may be adversely affected, which could have a material adverse effect on our business, results of operations and financial position.

Our Media Agency Business is dependent on growth in demand for endorsed media and the availability of sufficient media personalities to deliver such content.

Our Media Agency Business is primarily engaged in the placement of endorsed media, which depends on the availability of media personalities to deliver the endorsed media content. The endorsed media market is still at a relatively early stage of development, and its future growth is uncertain. Our ability to grow our sales in this business will be dependent in part upon the level of interest in endorsed media among advertisers, and upon the number of available media personalities and our ability to identify and engage an increasing number of such personalities on a cost effective basis. If demand for endorsed media fails to grow, or if we are unable to identify sufficient appropriate media personalities to deliver the endorsed media content, our ability to grow our Media Agency Business would be impacted materially.

Acquiring new clients and retaining existing Media Agency clients depends on our ability to avoid and manage conflicts of interest arising from other client relationships and attracting and retaining key personnel.

Our ability to acquire new Media Agency clients and to retain existing clients may, in some cases, be limited by clients' perceptions of, or policies concerning, conflicts of interest arising from other client relationships. If we are unable to manage these client relationships and avoid potential conflicts of interest, our business, results of operations and financial position may be adversely affected.

Our ability to acquire new Media Agency clients and to retain existing clients is dependent in large part upon our ability to attract and retain our key personnel in that business, who are an important aspect of our competitiveness. If we are unable to attract and retain key personnel, our ability to provide our services in the manner clients have come to expect may be adversely affected, which could harm our reputation and result in a loss of clients, which could have a material adverse effect on our business, results of operations and financial position.

Our quarterly results may fluctuate significantly and period-to-period comparisons of our results may not be meaningful.

Our quarterly results, including the levels of our revenue, our operating expenses and other costs, and our operating margins, may fluctuate significantly in the future, and period-to-period comparisons of our results may not be meaningful. Accordingly, the results of any one quarter should not be relied upon as an indication of our future performance. In addition, our quarterly results may not fully reflect the underlying performance of our business.

Factors that may cause fluctuations in our quarterly results include, but are not limited to:

- the timing of new advertising program wins with our Media Agency customers;
- our ability to retain our existing customers and to expand our business with our existing customers;
- our ability to attract new customers, the type of customers we are able to attract, the size and needs of their businesses and the cost of acquiring these new customers;
- the timing and market acceptance of our SaaS solutions and other products introduced by us and our competitors;
- variations in the timing of licensing revenues from our SaaS solutions as a result of trends impacting our target vertical markets;
- changes in our pricing policies or those of our competitors;
- the timing of our recognition of revenue and the mix of our revenues during the period;
- the amount and timing of operating expenses and other costs related to the maintenance and expansion of our business, infrastructure and operations;

- the amount and timing of operating expenses and other costs associated with assessing or entering new vertical markets;
- the amount and timing of operating expenses and other costs related to the development or acquisition of businesses, services, technologies or intellectual property rights;
- the timing and impact of security breaches, service outages or other performance problems with our technology infrastructure and software solutions;
- the timing and costs associated with legal or regulatory actions;
- changes in the competitive dynamics of our industry, including consolidation among competitors, strategic partners or customers;
- loss of our executive officers or other key employees;
- industry conditions and trends that are specific to the vertical markets in which we sell or intend to sell our SaaS solutions; and
- general economic and market conditions.

Fluctuations in quarterly results may negatively impact the value of our common stock, regardless of whether they impact or reflect the overall performance of our business. If our quarterly results fall below the expectations of investors or any securities analysts who follow our stock, or below any guidance we may provide, the price of our common stock could decline substantially.

If we are not able to enhance or introduce new products that achieve market acceptance and keep pace with technological developments, our business, results of operations and financial condition could be harmed.

Our ability to attract new customers and increase revenue from existing customers depends in part on our ability to enhance and improve our platform, increase adoption and usage of our products and introduce new products and features, including products and services designed for a mobile user environment. The success of any enhancements or new products depends on several factors, including timely completion, adequate quality testing, actual performance quality, market-accepted pricing levels and overall market acceptance and demand. Enhancements and new products that we develop may not be introduced in a timely or cost-effective manner, may contain defects, may have interoperability difficulties with our platform or may not achieve the market acceptance necessary to generate significant revenue. If we are unable to successfully enhance our existing platform and capabilities to meet evolving customer requirements, increase adoption and usage of our platform, develop new products, or if our efforts to increase the usage of our products are more expensive than we expect, then our business, results of operations and financial condition could be harmed.

The success of our business depends on our ability to expand into new vertical markets and attract new customers in a cost-effective manner.

In order to grow our business, we plan to drive greater awareness and adoption of our platform from enterprises across new vertical markets, including Law Enforcement, Retail and eDiscovery. We intend to increase our investment in sales and marketing, as well as in technological development, to meet evolving customer needs in these and other markets. There is no guarantee, however, that we will be successful in gaining new customers from any or all of these markets. We have limited experience in marketing and selling our products and services in these new markets, which may present unique and unexpected challenges and difficulties that are not present in our current business operations. For example, in order for us to offer products and services to customers in the law enforcement industries, we will be required to deploy our platform to operate in Microsoft Azure's secure government cloud environment in order to enable our customers to maintain compliance with applicable regulations that govern the use of law enforcement data and privacy concerns. However, due to the secure nature of the Azure government cloud, we may not be able to fully perform all functionalities and features of our platform or make available all of the third party cognitive engines within our non-government cloud platform ecosystem, which may limit or reduce the performance and quality of our

services. Furthermore, we may incur additional costs to modify our current platform to conform to Azure's requirements, and we may not be able to generate sufficient revenue to offset these costs.

We use a variety of marketing channels to promote our products and platform, such as digital, print and social media advertising, email campaigns, industry events and public relations. If the costs of the marketing channels we use increase dramatically, then we may choose to use alternative and less expensive channels, which may not be as effective as the channels we currently use. As we add to or change the mix of our marketing strategies, we may need to expand into more expensive channels than those we are currently in, which could adversely affect our business, results of operations and financial condition. As part of our strategy to penetrate the new vertical markets, we will incur marketing expenses before we are able to recognize any revenue in such markets, and these expenses may not result in increased revenue or brand awareness. We have made in the past, and may make in the future, significant expenditures and investments in new marketing campaigns, and we cannot assure you that any such investments will lead to the cost-effective acquisition of additional customers. If we are unable to maintain effective marketing programs, then our ability to attract new customers or enter into new vertical markets could be adversely affected.

Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business and operating results.

Our continued growth depends in part on the ability of customers to access our platform at any time and within an acceptable amount of time. We have experienced, and may in the future experience, disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, introductions of new applications and functionality, software errors and defects, capacity constraints due to an increasing number of users accessing our platform simultaneously, or security related incidents. In addition, from time to time we may experience limited periods of server downtime due to server failure or other technical difficulties (as well as maintenance requirements). Because we also incorporate diverse software and hosted services from many third party vendors, we may encounter difficulties and delays in integrating and synthesizing these applications and programs, which may cause downtimes or other performance problems. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our platform becomes more complex and our user traffic increases. If our platform is unavailable or if our users are unable to access our platform within a reasonable amount of time or at all, our business would be adversely affected and our brand could be harmed. In the event of any of the factors described above, or certain other failures of our infrastructure, customer or consumer data may be permanently lost. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed, and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, customers and consumers may cease to use our platform and our business and operating results may be adversely affected.

Our business depends on customers increasing their use of our services and/or platform, and we may experience loss of customers or decline in their use of our services and/or platform.

Our ability to grow and generate revenue depends, in part, on our ability to maintain and grow our relationships with existing customers and convince them to increase their usage of our services and/or platform. If our customers do not increase their use of our platform, then our revenue may not grow and our results of operations may be harmed. Our revenue model for advertising contracts is generally structured as a percentage of the total fees for the advertisement. If our customers reduce their spending on the placement of advertisements with media vendors, or if they decide to use other marketing or selling strategies, we will experience a decline in our revenue. In addition, certain of our SaaS licensing contracts include a usage-based license fee that is based upon our customers' level of usage of our platform's cognitive engines. We cannot accurately predict customers' usage levels and the loss of customers or reductions in their usage levels of our platform may each have a negative impact on our business, results of operations and financial condition. If a significant number of customers cease using, or reduce their usage of our platform, then we may be required to spend significantly more on sales and marketing than we currently plan to spend in order to maintain or increase revenue from

customers. Such additional sales and marketing expenditures could adversely affect our business, results of operations and financial condition. Most of our customers do not have long-term contractual financial commitments to us and, therefore, most of our customers may reduce or cease their use of our platform at any time without penalty or termination charges.

We rely upon Joyent, Amazon Web Services, Iron.io and Microsoft Azure to operate our platform, and any disruption of or interference with our use of such third party services would adversely affect our business operations.

Historically, we have used Joyent to host our platform and Amazon Web Services (AWS) for our storage needs. We also utilize Iron.io for certain computing processes related to our services. Users of our platform need to be able to access our platform at any time, without interruption or degradation of performance. Joyent, Iron.io and AWS run their own platforms that we access, and we are, therefore, vulnerable to service interruptions at Joyent, Iron.io and AWS. We do not have full control over the operations of Joyent, Iron.io or AWS, and we may experience interruptions, delays and outages in service and availability from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions and capacity constraints. In addition, if our security, or that of Joyent, Iron.io or AWS, is compromised, our platform is unavailable to our customers, or our customers are unable to use our platform within a reasonable amount of time or at all, then our business, results of operations and financial condition could be adversely affected. In some instances, we may not be able to identify the cause or causes of these performance problems within a period of time acceptable to our customers.

Joyent, Iron.io and AWS provide us with hosting, computing and storage capacity pursuant to individual agreements with each of them that may be cancelled by providing 30 days' prior written notice, and in some cases, the agreements can be terminated immediately for cause without notice. While we have recently launched our platform to run on Microsoft's Azure secure government cloud, most of our users are using our platform on Joyent. Given the short term nature of our arrangements, we could experience interruptions on our platform and in our ability to make our platform available to customers, as well as delays and additional expenses in arranging alternative cloud infrastructure services.

While we have modified our platform to work on Microsoft's Azure secure government cloud, the secure nature of this secure government cloud limits certain of our features on our platform, which could impact a user's experience on our site and may make it harder to achieve broad market acceptance for our platform.

Any of the above circumstances or events may harm our reputation, cause customers to stop using our platform, impair our ability to increase revenue from existing customers, impair our ability to grow our customer base, subject us to financial penalties and liabilities under our service level agreements and otherwise harm our business, results of operations and financial condition.

The security of our platform, networks or computer systems may be breached, and any unauthorized access to our customer data will have an adverse effect on our business and reputation.

The use of our platform involves the storage, transmission and processing of our clients' private data as well as public media, and this private media may contain confidential and proprietary information of our clients or other personal or identifying information regarding our clients, their employees or other persons. Individuals or entities may attempt to penetrate our network or platform security, or that of our third party hosting and storage providers, and could gain access to our clients' private media, which could result in the destruction, disclosure or misappropriation of proprietary or confidential information of our clients' or their customers, employees and business partners. If any of our clients' private media is leaked, obtained by others or destroyed without authorization, it could harm our reputation, we could be exposed to civil and criminal liability, and we may lose our ability to access private media information, which will adversely affect the quality and performance of our platform.

In addition, our platform may be subject to computer malware, viruses and computer hacking, fraudulent use attempts and phishing attacks, all of which have become more prevalent in our industry. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, they may include the theft or destruction of data owned by us or our customers, and/or damage to our platform. Any failure to maintain the performance, reliability, security and availability of our products and technical infrastructure to the satisfaction of our customers may harm our reputation and our ability to retain existing customers and attract new users.

While we have implemented procedures and safeguards that are designed to prevent security breaches and cyber-attacks, there is no guarantee that they will be able to protect against all attempts to breach our systems, and we may not become aware in a timely manner of any such security breach. Unauthorized access to or security breaches of our platform, network or computer systems, or those of our technology service providers or third party cognitive engines, could result in the loss of business, reputational damage, regulatory investigations and orders, litigation, indemnity obligations, damages for contract breach, civil and criminal penalties for violation of applicable laws, regulations or contractual obligations, and significant costs, fees and other monetary payments for remediation. If customers believe that our platform does not provide adequate security for the storage of sensitive information or its transmission over the Internet, our business will be harmed. Customers' concerns about security or privacy may deter them from using our platform for activities that involve personal or other sensitive information.

If we are not able to compete effectively, our business and operating results will be harmed.

While the market for audio and video search and analytics platforms is still in the early stages of development, we do face competition from various sources, including large, well-capitalized technology companies such as Google and IBM. These competitors may have better brand name recognition, greater financial and engineering resources and larger sales teams than we have. As a result, these competitors may be able to develop and introduce competing solutions that may have greater capabilities than ours or that are able to achieve greater customer acceptance, and they may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. In addition, we may also compete with smaller third-party developers of cognitive engines, who may develop their own platforms that perform similar services as our platform. We expect that competition will increase and intensify as we continue to expand our serviceable markets and improve our platform and services. Increased competition is likely to result in pricing pressures, which could negatively impact our sales, profitability and market share.

Privacy and data security laws and regulations could require us to make changes to our business, impose additional costs on us and reduce the demand for our software solutions.

Our business model contemplates that we will process both public media and our clients' private media. Our customers may store and/or transmit a significant amount of personal or identifying information through our platform. Privacy and data security have become significant issues in the United States and in other jurisdictions where we may offer our software solutions. The regulatory framework relating to privacy and data security issues worldwide is evolving rapidly and is likely to remain uncertain for the foreseeable future. Federal, state and foreign government bodies and agencies have in the past adopted, or may in the future adopt, laws and regulations regarding the collection, use, processing, storage and disclosure of personal or identifying information obtained from customers and other individuals. In addition to government regulation, privacy advocates and industry groups may propose various self-regulatory standards that may legally or contractually apply to our business. Because the interpretation and application of many privacy and data security laws, regulations and applicable industry standards are uncertain, it is possible that these laws, regulations and standards may be interpreted and applied in a manner inconsistent with our existing privacy and data management practices. As we expand into new jurisdictions or verticals, we will need to understand and comply with various new requirements applicable in those jurisdictions or verticals.

To the extent applicable to our business or the businesses of our customers, these laws, regulations and industry standards could have negative effects on our business, including by increasing our costs and operating

expenses, and delaying or impeding our deployment of new core functionality and products. Compliance with these laws, regulations and industry standards requires significant management time and attention, and failure to comply could result in negative publicity, subject us to fines or penalties or result in demands that we modify or cease existing business practices. In addition, the costs of compliance with, and other burdens imposed by, such laws, regulations and industry standards may adversely affect our customers' ability or desire to collect, use, process and store personal information using our software solutions, which could reduce overall demand for them. Even the perception of privacy and data security concerns, whether or not valid, may inhibit market acceptance of our software solutions in certain verticals. Furthermore, privacy and data security concerns may cause our customers' clients, vendors, employees and other industry participants to resist providing the personal information necessary to allow our customers to use our applications effectively. Any of these outcomes could adversely affect our business and operating results.

Failure to manage our growth effectively could increase our expenses, decrease our revenue and prevent us from implementing our business strategy.

Our ability to scale our business and achieve profitability requires substantial growth, which will put a strain on our business. To manage this and our anticipated future growth effectively, we must continue to maintain and enhance our platform and information technology infrastructure, as well as our financial and accounting systems and controls. We also must attract, train and retain a significant number of qualified software developers and engineers, technical and management personnel, sales and marketing personnel, customer support personnel and professional services personnel. Failure to effectively manage our rapid growth could lead us to over-invest or under-invest in development and operations, result in weaknesses in our platform, systems or controls, give rise to operational mistakes, losses, loss of productivity or business opportunities and result in loss of employees and reduced productivity of remaining employees. Our growth could require significant capital expenditures and might divert financial resources from other projects such as the development of new products and services. If our management is unable to effectively manage our growth, our expenses might increase more than expected, our revenue could decline or grow more slowly than expected, and we might be unable to implement our business strategy. The quality of our products and services might suffer, which could negatively affect our reputation and harm our ability to retain and attract customers.

We may pursue the acquisition of other companies, businesses or technologies, which could be expensive, divert our management's attention and/or fail to achieve the expected benefits.

As part of our expansion strategy, we may in the future seek to acquire businesses, services, technologies or intellectual property rights that we believe could complement, expand or enhance the features and functionality of our platform and our technical capabilities, broaden our service offerings or offer growth opportunities. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable acquisitions, whether or not such acquisitions are consummated. Acquisitions also could result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our operating results and financial condition. In addition, we may experience difficulties in integrating the acquired personnel, operations and/or technologies successfully or effectively managing the combined business following the acquisition. We also may not achieve the anticipated benefits from the acquired business and may incur unanticipated costs and liabilities in connection with any such acquisitions.

Any failure to offer high-quality customer support may adversely affect our relationships with our customers.

Our ability to retain existing customers and attract new customers depends on our ability to maintain a consistently high level of customer service and technical support. Our customers depend on our service support team to assist them in utilizing our platform effectively and to help them to resolve issues quickly and to provide ongoing support. If we are unable to hire and train sufficient support resources or are otherwise unsuccessful in assisting our customers effectively, it could adversely affect our ability to retain existing customers and could

prevent prospective customers from adopting our platform. We may be unable to respond quickly enough to accommodate short-term increases in demand for customer support. We also may be unable to modify the nature, scope and delivery of our customer support to compete with changes in the support services provided by our competitors. Increased demand for customer support, without corresponding revenue, could increase our costs and adversely affect our business, results of operations and financial condition. Our sales are highly dependent on our business reputation and on positive recommendations from customers. Any failure to maintain high-quality customer support, or a market perception that we do not maintain high-quality customer support, could adversely affect our reputation, business, results of operations and financial condition.

We plan to expand our international operations, which exposes us to significant risks.

We are planning to expand internationally to increase our revenue from customers outside of the United States as part of our growth strategy. We expect, in the future, to open foreign offices and hire employees to work at these offices in order to reach new customers and gain access to additional technical talent. Operating in international markets requires significant resources and management attention and will subject us to regulatory, economic and political risks in addition to those we already face in the United States. Because of our limited experience with international operations as well as developing and managing sales in international markets, our international expansion efforts may not be successful.

In addition, we will face risks in doing business internationally that could adversely affect our business, including, but not limited to:

- the difficulty of managing and staffing international operations and the increased operating, travel, infrastructure and legal compliance costs associated with numerous international locations;
- our ability to effectively price our products in competitive international markets;
- the need to adapt and localize our products for specific countries;
- the need to offer customer support in various languages;
- difficulties in understanding and complying with U.S. laws, regulations and customs relating to U.S. companies operating in foreign jurisdictions;
- difficulties in understanding and complying with local laws, regulations and customs in foreign jurisdictions, particularly in the areas of data privacy and personal privacy;
- difficulties with differing technical and environmental standards, data privacy and telecommunications regulations and certification requirements outside the United States, which could prevent customers from deploying our products or limit their usage;
- more limited protection for intellectual property rights in some countries; and
- political or social unrest or economic instability in a specific country or region in which we operate.

Our failure to manage any of these risks successfully could harm our international operations, and adversely affect our business, results of operations and financial condition.

We may be sued by third parties for alleged infringement of their proprietary rights, which could adversely affect our business, results of operations and financial condition.

There has been considerable patent and other intellectual property development activity in the artificial intelligence industry, which has resulted in litigation based on allegations of infringement or other violations of intellectual property rights. Our future success depends, in part, on not infringing the intellectual property rights of others. In the future, we may receive claims from third parties, including our competitors, alleging that our platform and underlying technology infringe or violate such third party's intellectual property rights, and we may be found to be infringing upon such rights. We may be unaware of the intellectual property rights of others that may cover some or all of our technology. Any such claims or litigation could cause us to incur significant

expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering some portion of our platform, or require that we comply with other unfavorable terms. We may also be obligated to indemnify our customers or business partners in connection with any such litigation and to obtain licenses or modify our platform, which could further exhaust our resources. Patent infringement, trademark infringement, trade secret misappropriation and other intellectual property claims and proceedings brought against us, whether successful or not, could harm our brand, business, results of operations and financial condition. Litigation is inherently uncertain, and any judgment or injunctive relief entered against us or any adverse settlement could negatively affect our business, results of operations and financial condition. In addition, litigation can involve significant management time and attention and be expensive, regardless of the outcome. During the course of litigation, there may be announcements of the results of hearings and motions and other interim developments related to the litigation. If securities analysts or investors regard these announcements as negative, the trading price of our common stock may decline.

We could incur substantial costs in protecting or defending our intellectual property rights, and any failure to protect our intellectual property could adversely affect our business, results of operations and financial condition.

Our success depends, in part, on our ability to protect our brand and the proprietary methods and technologies that we develop under patent and other intellectual property laws of the United States and foreign jurisdictions so that we can prevent others from using our inventions and proprietary information. As of December 31, 2016, in the United States, we had eight issued patents, which expire between 2028 and 2031, and 41 patent applications pending for examination and one pending provisional application. As of such date, we also had 25 patent applications pending for examination in foreign jurisdictions, all of which are related to our U.S. patents and patent applications. There can be no assurance that we will be issued any additional patents or that any patents that have been issued or that may be issued in the future will provide significant protection for our intellectual property. In addition, as of December 31, 2016, we had two registered trademarks in the United States, and we have filed applications to register several additional marks. If we fail to protect our intellectual property rights adequately, our competitors might gain access to our technology and our business, results of operations and financial condition may be adversely affected.

We cannot assure you that the particular forms of intellectual property protection that we seek, or our business decisions about when to file patent applications and trademark applications, will be adequate to protect our business. We could be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights, determine the validity and scope of our proprietary rights or those of others, or defend against claims of infringement or invalidity. Such litigation could be costly, time-consuming and distracting to management, result in a diversion of significant resources, lead to the narrowing or invalidation of portions of our intellectual property and have an adverse effect on our business, results of operations and financial condition. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights or alleging that we infringe the counterclaimant's own intellectual property. Any of our patents, copyrights, trademarks or other intellectual property rights could be challenged by others or invalidated through administrative process or litigation.

We also rely, in part, on confidentiality agreements with our business partners, employees, consultants, advisors, customers and others in our efforts to protect our proprietary technology, processes and methods. These agreements may not effectively prevent disclosure of our confidential information, and it may be possible for unauthorized parties to copy our software or other proprietary technology or information, or to develop similar software independently without our having an adequate remedy for unauthorized use or disclosure of our confidential information. In addition, others may independently discover our trade secrets and proprietary information, and in these cases we would not be able to assert any trade secret rights against those parties. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and the failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

In addition, the laws of some countries do not protect intellectual property and other proprietary rights to the same extent as the laws of the United States. To the extent we expand our international activities, our exposure to unauthorized copying, transfer and use of our proprietary technology or information may increase.

We cannot be certain that our means of protecting our intellectual property and proprietary rights will be adequate or that our competitors will not independently develop similar technology. If we fail to meaningfully protect our intellectual property and proprietary rights, our business, results of operations and financial condition could be adversely affected.

We depend on our executive officers and other key employees, and the loss of one or more of these employees or an inability to attract and retain highly skilled employees could adversely affect our business.

Our success depends largely upon the continued services of our Chief Executive Officer, Chad Steelberg, our President, Ryan Steelberg, and our other executive officers. We rely on our leadership team in the areas of strategy and implementation, research and development, operations, security, marketing, sales, support and general and administrative functions. We do not currently have any employment agreements with our executive officers that require them to continue to work for us for any specified period, and, therefore, they could terminate their employment with us at any time. The loss of Chad Steelberg or Ryan Steelberg, or one or more of the members of our management team, could adversely impact our business and operations and disrupt our relationships with our key customers.

If we are unable to hire, retain and motivate qualified personnel, our business will suffer.

Our future success depends, in part, on our ability to continue to attract and retain highly skilled personnel. We believe that there is, and will continue to be, intense competition for highly skilled management, technical, sales and other personnel with experience in our industry. We must provide competitive compensation packages and a high-quality work environment to hire, retain and motivate employees. If we are unable to retain and motivate our existing employees and attract qualified personnel to fill key positions, we may be unable to manage our business effectively, including the development, marketing and sale of our products, which could adversely affect our business, results of operations and financial condition. To the extent we hire personnel from competitors, we also may be subject to allegations that they have been improperly solicited or that they have divulged proprietary or other confidential information.

Volatility in, or lack of performance of, our stock price may also affect our ability to attract and retain key personnel. Many of our key personnel are, or will soon be, vested in a substantial number of shares of common stock or stock options. Employees may be more likely to terminate their employment with us if the shares they own or the shares underlying their vested options have significantly appreciated in value relative to the original purchase prices of the shares or the exercise prices of the options, or, conversely, if the exercise prices of the options that they hold are significantly above the trading price of our common stock. If we are unable to retain our employees, our business, results of operations and financial condition could be adversely affected.

We expect to require additional capital to support our business, and this capital might not be available on acceptable terms, if at all.

We intend to continue to make investments to support our business and may require additional funds. In particular, we expect to seek additional funds to develop new products and enhance our platform, expand our operations, including our sales and marketing organizations and our presence outside of the United States, improve our infrastructure or acquire complementary businesses, technologies, services, products and other assets. Accordingly, we expect to engage in equity or debt financings to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. Any debt financing that we may secure in the future could involve

restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth, scale our infrastructure, develop product enhancements and to respond to business challenges could be significantly impaired, and our business, results of operations and financial condition may be adversely affected.

Changes in laws and regulations related to the Internet or changes in the Internet infrastructure itself may diminish the demand for our products.

The future success of our business depends upon the continued use of the Internet as a primary medium for commerce, communications and business applications. Federal, state or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the Internet as a commercial medium. Changes in these laws or regulations could require us to modify our products and platform in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees or other charges for accessing the Internet or commerce conducted via the Internet. These laws or charges could limit the growth of Internet-related commerce or communications generally, or result in reductions in the demand for Internet-based products and services such as our platform. In addition, the use of the Internet as a business tool could be adversely affected due to delays in the development or adoption of new standards and protocols to handle increased demands of Internet activity, security, reliability, cost, ease-of-use, accessibility and quality of service. The performance of the Internet and its acceptance as a business tool has been adversely affected by "viruses", "worms" and similar malicious programs. If the use of the Internet is reduced as a result of these or other issues, then demand for our products could decline, which could adversely affect our business, results of operations and financial condition.

We have a limited operating history, which makes it difficult to evaluate our current business and future prospects and increases the risk of your investment.

We were founded in 2014 and launched our platform in April 2015. As a result of our limited operating history, our ability to forecast our future results of operations is limited and subject to a number of uncertainties, including our ability to plan for future growth. We have encountered and will encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as:

- market acceptance of our platform and new products;
- reliability and scalability of our platform and services;
- adding new customers and new vertical markets;
- retention of customers;
- the successful expansion of our business;
- competition;
- our ability to control costs, particularly our operating expenses;
- network outages or security breaches and any associated expenses;
- executing acquisitions and integrating acquired businesses, technologies, services, products and other assets; and
- general economic and political conditions.

If we do not address these risks successfully, our business, results of operations and financial condition may be adversely affected.

We have had a history of losses and we may be unable to achieve or sustain profitability.

We experienced net losses of $23.3 million and $6.2 million in 2016 and 2015, respectively. At December 31, 2016, we had an accumulated deficit of approximately $41.5 million. In addition, the audit report for our 2016 financial statements contains an explanatory paragraph stating that our recurring losses from operations and cash used in operating activities raise substantial doubt about our ability to continue as a going concern. We cannot predict if we will achieve profitability in the near future or at all. We expect to continue to expend substantial financial and other resources on, among other things:

- investments to expand and enhance our platform and technology infrastructure, make improvements to the scalability, availability and security of our platform, and develop new products;
- sales and marketing, including expanding our direct sales organization and marketing programs, and expanding our programs directed at increasing our brand awareness among current and new customers;
- hiring additional employees;
- expansion of our operations and infrastructure, both domestically and internationally; and
- general administration, including legal, accounting and other expenses related to being a public company.

These investments may not result in increased revenue or growth of our business. We cannot assure you that we will be able to generate revenue sufficient to offset our expected cost increases and planned investments in our business and platform. As a result, we may incur significant losses for the foreseeable future, and may not be able to achieve and sustain profitability. If we fail to achieve and sustain profitability, then we may not be able to achieve our business plan, fund our business or continue as a going concern.

Our business is subject to the risks of earthquakes, fire, floods and other natural catastrophic events, and to interruption by man-made problems such as power disruptions, computer viruses, data security breaches or terrorism.

Our corporate headquarters are located in Southern California, a region known for seismic activity. A significant natural disaster, such as an earthquake, fire or a flood, occurring at our headquarters, at one of our other facilities or where a business partner is located could adversely affect our business, results of operations and financial condition. Further, if a natural disaster or man-made problem were to affect Joyent, Iron.io and/or AWS, our network service providers or Internet service providers, this could adversely affect the ability of our customers to use our products and platform. In addition, natural disasters and acts of terrorism could cause disruptions in our or our customers' businesses, national economies or the world economy as a whole. We also rely on our network and third-party infrastructure and enterprise applications and internal technology systems for our engineering, sales and marketing and operations activities. Although we maintain incident management and disaster response plans, in the event of a major disruption caused by a natural disaster or man-made problem, we may be unable to continue our operations and may endure system interruptions, reputational harm, delays in our development activities, lengthy interruptions in service, breaches of data security and loss of critical data, any of which could adversely affect our business, results of operations and financial condition.

Risks Related to This Offering, the Ownership of Our Securities and Our Public Company Operation

There has been no prior public market for our common stock and an active trading market may not develop.

Prior to this offering, there has been no public market for our common stock or any of our securities. An active trading market may not develop following completion of this offering or, if developed, may not be sustained. The lack of an active trading market may impair the value of your shares and your ability to sell your shares at the time you wish to sell them. An inactive trading market may also impair our ability to both raise capital by selling shares of common stock and acquire other complementary business, technologies, services or

products by using our shares of common stock as consideration. We plan to apply to list our common stock on the NASDAQ Capital Market (NASDAQ). If we fail to satisfy NASDAQ's continued listing standards, we could be delisted, which would negatively impact the price of our common stock.

Our directors, officers and principal stockholders have significant voting power and may take actions that may not be in the best interests of our other stockholders.

After this offering, our officers, directors and principal stockholders each holding more than 5% of our common stock, collectively, will control approximately % of our voting securities. If any of our officers, directors and principal stockholders purchases additional shares of common stock in this offering, the aggregate percentage of equity ownership of management may increase further. As a result, these stockholders, if they act together, will be able to control the management and affairs of our Company and most matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This concentration of ownership may have the effect of delaying or preventing a change of control and might adversely affect the market price of our common stock. This concentration of ownership may not be in the best interests of our other stockholders.

As a result of the investment by Acacia in August 2016, the subsequent conversion of the Acacia Note immediately prior to the closing of this offering and the automatic exercise of the Acacia Primary Warrant upon the closing of this offering, Acacia will become one of our major stockholders. Upon completion of this offering, we will have issued to Acacia (i) an aggregate of shares of our common stock upon conversion of all outstanding principal and accrued interest under the $20 million Acacia Note, which includes accrued interest through December 31, 2016 (assuming an initial public offering price equal to $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (ii) shares of our common stock upon the automatic exercise in full of the Acacia Primary Warrant (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (iii) shares of our common stock upon the automatic conversion of the principal and accrued interest under the Bridge Note issued by us to Acacia (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus); and (iv) shares of our common stock issued to Acacia under the terms of the Note Purchase Agreement (assuming the full draw down of the amounts available under Acacia's Bridge Note). In addition, upon completion of this offering, Acacia will hold warrants to purchase an aggregate of shares of our common stock at a weighted average exercise price of $ per share (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus), of which warrants to purchase a total of shares will be exercisable immediately. As a result, upon completion of this offering, Acacia will beneficially own approximately % of the total voting power of our capital stock. Furthermore, pursuant to a voting agreement, upon completion of this offering, Acacia and entities affiliated with our executive officers and directors will have the right to designate all nine directors on our Board. As a result, Acacia and our executive officers and directors will be able to exercise significant control over our business operations and on all matters requiring stockholder approval, including the election of directors, approval of significant corporate transactions and the definition of rights and privileges of all securities. Due to such controlling position, we may take actions with respect to our business that may conflict with the desire of other stockholders, including common stockholders.

We expect that the price of our common stock will fluctuate substantially and you may not be able to sell the shares you purchase in this offering at or above the offering price.

The initial public offering price for the shares of our common stock sold in this offering will be determined by negotiation between the representatives of the underwriters and us. This price may not reflect the market price of our common stock following this offering. In addition, the market price of our common stock is likely to be highly volatile and may fluctuate substantially due to many factors, including, but not limited to:

- the volume and timing of our revenues and quarterly variations in our results of operations or those of others in our industry;

- announcement of new contracts with customers or termination of contracts with customers;
- the introduction of new services, content or features by us or others in our industry;
- disputes or other developments with respect to our or others' intellectual property rights;
- media exposure of our products or of those of others in our industry;
- changes in governmental regulations;
- changes in earnings estimates or recommendations by securities analysts; and
- general market conditions and other factors, including factors unrelated to our operating performance or the operating performance of our competitors.

In recent years, the stock markets generally have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the listed companies. Broad market and industry factors may significantly affect the market price of our common stock, regardless of our actual operating performance. These fluctuations may be even more pronounced in the trading market for our common stock shortly following this offering. If the market price of shares of our common stock after this offering does not ever exceed the initial public offering price, you may not realize any return on your investment in us and may lose some or all of your investment.

In addition, in the past, class action litigation has often been instituted against companies whose securities have experienced periods of volatility in market price. Securities litigation brought against us following volatility in our stock price, regardless of the merit or ultimate results of such litigation, could result in substantial costs, which would hurt our financial condition and operating results and divert management's attention and resources from our business.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business, our market or our competitors, or if such analysts adversely change their recommendations regarding our common stock, the market price and trading volume of our common stock could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts may publish about us, our business, our market or our competitors. If few analysts commence coverage of us, the market price for our common stock could be negatively affected. If any of the analysts who may cover us adversely change their recommendations regarding our common stock or provide more favorable recommendations about our competitors, the market price of our common stock may decline. If any of the analysts who may cover us were to cease coverage of us or fail to publish reports on us regularly, visibility of our company in the financial markets could decrease, which in turn could cause the market price or trading volume of our common stock to decline. These concerns may be exacerbated by the relatively small size of this offering relative to other initial public offerings, which is likely to result in limited trading volume for our common stock.

We will incur increased costs as a result of becoming a public company, including costs related to compliance with the Sarbanes-Oxley Act and other regulations.

As a public company, we will incur significant legal, accounting, insurance and other expenses that we have not incurred as a private company, including costs associated with public company reporting requirements. We also have incurred and will incur costs associated with compliance with the Sarbanes-Oxley Act and related rules implemented by the SEC. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. In estimating these costs, we took into account expenses related to insurance, legal, accounting and compliance activities, as well as other expenses not currently incurred. These laws and regulations could also make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced

policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. In addition, we will be required to have our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting in the later of our second annual report on Form 10-K or the first annual report on Form 10-K following the date on which we are no longer an emerging growth company. Our compliance with Section 404 of the Sarbanes-Oxley Act will require that we incur substantial accounting expense and expend significant management efforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. If we are not able to comply with the requirements of Section 404 in a timely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by NASDAQ, the SEC or other regulatory authorities, which would require additional financial and management resources.

Our ability to successfully implement our business plan and comply with Section 404 requires us to be able to prepare timely and accurate financial statements. We expect that we will need to continue to improve existing, and implement new operational and financial systems, procedures and controls to manage our business effectively. Any delay in the implementation of, or disruption in the transition to, new or enhanced systems, procedures or controls, may cause our operations to suffer and we may be unable to conclude that our internal control over financial reporting is effective and/or to obtain an unqualified report on internal controls from our auditors as required under Section 404 of the Sarbanes-Oxley Act. This, in turn, could have an adverse impact on trading prices for our common stock, and could adversely affect our ability to access the capital markets.

We have identified a material weakness in our internal control over financial reporting, and we may not be able to successfully implement remedial measures.

We have identified control deficiencies in our financial reporting process that constitute a material weakness for the years ended December 31, 2015 and 2016. The material weakness related to the lack of competent accounting personnel with the appropriate level of knowledge, experience and training in GAAP and SEC reporting requirements with respect to equity transactions, resulting in several adjustments to the interim financial statements and also a restatement of our previously issued financial statements as of and for the year ended December 31, 2015.

We have initiated certain measures to remediate this material weakness, and plan to implement additional appropriate measures in the future. For example, we hired a new Chief Financial Officer in October 2016 and have engaged outside consultants with requisite experience to assist us in the financial reporting process. Following the completion of this offering, we expect to continue to use these consultants until we complete the transition to a fully staffed accounting department with appropriate skills and expertise to comply fully with GAAP, SEC reporting requirements, the Sarbanes-Oxley Act and other regulatory requirements for a publicly-traded company. However, there can be no assurance that we will be able to fully remediate our existing material weakness or that our remedial actions will prevent this weakness from re-occurring in the future.

Further, there can be no assurance that we will not suffer from other material weaknesses or significant deficiencies in the future. If we fail to remediate these material weaknesses or fail to otherwise maintain effective

internal controls over financial reporting in the future, such failure could result in a material misstatement of our annual or quarterly financial statements that would not be prevented or detected on a timely basis and which could cause investors and other users to lose confidence in our financial statements, limit our ability to raise capital and have a negative effect on the trading price of our common stock. Additionally, failure to remediate the material weakness or otherwise maintain effective internal controls over financial reporting may also negatively impact our operating results and financial condition, impair our ability to timely file our periodic and other reports with the SEC, subject us to additional litigation and regulatory actions and cause us to incur substantial additional costs in future periods relating to the implementation of remedial measures.

We will have broad discretion as to the use of proceeds from this offering and may not use the proceeds effectively.

We estimate the net proceeds to us of this offering to be approximately $ million. Our Board and management will retain broad discretion as to the allocation of the proceeds and may spend these proceeds in ways in which our stockholders may not agree. The failure of our management to apply these funds effectively could result in unfavorable returns and uncertainty about our prospects, both of which could cause the price of our shares of common stock to decline.

Substantial future sales of our common stock, or the perception in the public markets that these sales may occur, may depress our stock price.

Sales of a substantial amount of our common stock in the market, or the perception that these sales may occur, could adversely affect the market price of our common stock. After this offering, we will have outstanding shares of our common stock (based on liquidation preference accrued on our Series A and Series B preferred stock, and interest accrued on the Acacia Note, through December 31, 2016). The total number of outstanding shares includes the shares of common stock we are selling in this offering, which may be resold immediately, and shares of common stock that will become available for sale 180 days after the date of this prospectus (subject to extension in certain circumstances) under the terms of lock-up agreements entered into between the holders of those shares and the underwriters of this offering. However, the underwriters of this offering can waive this restriction and allow these stockholders to sell their shares at any time after this offering. As these lockup restrictions end, the market price of the common stock could drop significantly if the holders of these restricted shares sell them or are perceived by the market as intending to sell them. Furthermore, pursuant to our investment agreement with Acacia, Acacia will hold various warrants to purchase up to an aggregate of shares of our common stock, of which warrants to purchase a total of shares will be exercisable immediately (assuming an initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover of this prospectus), and if Acacia exercises some or all of these warrants and sells or distributes the underlying shares, it may have a significant negative impact on our stock price.

We also intend to register all common stock issuable under our 2014 Stock Option/Stock Issuance Plan and all common stock that we may issue under our 2017 Stock Incentive Plan and our 2017 Employee Stock Purchase Plan, both of which will be adopted prior to the completion of this offering. Upon the completion of this offering, an aggregate of shares of our common stock will be reserved for future issuance under these plans. Once we register these shares, which we plan to do shortly after the completion of this offering, they can be freely sold in the public market once vested and exercised, subject to the lock-up agreements referred to above. If a large number of these shares are sold in the public market, the sales could reduce our trading price.

In the future, we may also issue our securities if we need to raise additional capital or in connection with acquisitions. The number of shares of our common stock issued in connection with a financing or acquisition could constitute a material portion of our then-outstanding shares of our common stock.

If you purchase shares of common stock sold in this offering, you will incur immediate and substantial dilution.

If you purchase shares of common stock in this offering, you will incur immediate and substantial dilution in the amount of $ per share based upon an assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover of this prospectus, which is substantially higher than the pro forma net tangible book deficit per share of our outstanding common stock. In addition, you may also experience additional dilution, or potential dilution, upon future equity issuances to investors or to our employees, consultants and directors under our stock option and equity incentive plans. See "Dilution."

We are an "emerging growth company," and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, including if the market value of our common stock held by non-affiliates exceeds $700 million as of any June 30 date before that time, in which case, we would no longer be an emerging growth company as of the following December 31. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

We do not currently expect to pay any cash dividends.

The continued operation and expansion of our business will require substantial funding. Accordingly, we do not currently expect to pay any cash dividends on shares of our common stock. Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend upon results of operations, financial condition, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant. Additionally, we expect these restrictions to continue in the future. Accordingly, if you purchase shares in this offering, realization of a gain on your investment will depend on the appreciation of the price of our common stock, which may never occur. Investors seeking cash dividends in the foreseeable future should not purchase our common stock.

Our anti-takeover provisions could prevent or delay a change in control of our Company, even if such change in control would be beneficial to our stockholders.

Provisions of our amended and restated certificate of incorporation and amended and restated bylaws as well as provisions of Delaware law could discourage, delay or prevent a merger, acquisition or other change in control of our Company, even if such change in control would be beneficial to our stockholders. These include:

- authorizing the issuance of "blank check" preferred stock that could be issued by our board of directors to increase the number of outstanding shares and thwart a takeover attempt;
- a provision for a classified board of directors so that not all members of our board of directors are elected at one time;
- the removal of directors only for cause;
- no provision for the use of cumulative voting for the election of directors;

- limiting the ability of stockholders to call special meetings;
- requiring all stockholder actions to be taken at a meeting of our stockholders (i.e. no provision for stockholder action by written consent); and
- establishing advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

In addition, the Delaware General Corporate Law prohibits us, except under specified circumstances, from engaging in any mergers, significant sales of stock or assets or business combinations with any stockholder or group of stockholders who owns at least 15% of our common stock.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or other employees.

Our amended and restated certificate of incorporation following the completion of this offering will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or to our stockholders;
- any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws; or
- any action asserting a claim against us governed by the internal affairs doctrine.

Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to this provision of our certificate of incorporation. This choice-of-forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable or convenient for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find these provisions of our certificate of incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws, which statements are subject to substantial risks and uncertainties. These forward-looking statements are principally contained in the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussions and Analysis of Financial Condition and Results of Operations" and "Business," although we make forward-looking statements throughout this prospectus. Forward-looking statements include all statements that are not statements of historical facts and can be identified by words such as "anticipates," "believes," "seeks," "estimates," "expects," "intends," "may," "plans," "potential," "projects," "should," "could," "will," "would" or similar expressions and the negatives of those expressions. In particular, forward-looking statements contained in this prospectus relate to, among other things, our future financial condition and results of operations, business forecasts and plans, strategic plans and objectives, product development plans, capital needs and financing plans, use of proceeds from this offering, competitive position, industry environment, potential growth opportunities, potential market opportunities, acquisitions, compensation plans and objectives, governance structure and policies, and the price of our common stock.

Forward-looking statements represent our management's current beliefs and assumptions based on information currently available. Forward-looking statements involve numerous known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. We discuss these risks and uncertainties in greater detail in the section entitled "Risk Factors" and elsewhere in this prospectus. Given these risks and uncertainties, you should not place undue reliance on these forward-looking statements. You should read this prospectus, and the other documents that we have filed as exhibits to the registration statement of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from the results expressed or implied by these forward-looking statements.

Moreover, we operate in an evolving environment. New risks and uncertainties emerge from time to time and it is not possible for our management to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual future results to be materially different from those expressed or implied by any forward-looking statements.

Except as required by law, we assume no obligation to update any forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

We qualify all of our forward-looking statements by these cautionary statements.

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of common stock in this offering, after deducting the underwriting discount and estimated offering expenses payable by us, will be approximately $ million (or $ million if the underwriters exercise their option to purchase additional shares in full), assuming that the shares are offered at $ per share, the midpoint of the estimated price range set forth on the cover of this prospectus.

Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the estimated price range set forth on the cover of this prospectus) would increase (decrease) the net proceeds we receive from this offering by approximately $ million, after deducting the estimated underwriting discount and estimated offering expenses payable by us. Each increase (decrease) of 100,000 shares in the number of shares we are offering would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to increase our working capital and financial flexibility, create a public market for our common stock and enable access to the public equity markets for us and our stockholders. We currently intend to use the net proceeds from this offering for working capital or other general corporate purposes, including funding our growth strategies discussed in this prospectus. These uses and growth strategies include investments to expand our platform and enhance our technologies, and to broaden our sales and marketing capabilities for our SaaS licensing business; however, we do not currently have any definitive or preliminary plans with respect to the use of proceeds for such purposes. In addition, we may use a portion of the net proceeds of this offering to acquire or invest in complementary businesses, services, technologies or intellectual property rights. However, we have no agreements or commitments with respect to any such acquisitions or investments at this time. In addition, we may in the future enter into arrangements to acquire or invest in complementary businesses, services, technologies or intellectual property rights. However, we have no agreements or commitments with respect to any such acquisitions or investments at this time.

Our expected uses of the net proceeds from this offering are based upon our present plans, objectives and business condition. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds from this offering, and management has not estimated the amount of proceeds, or the range of proceeds, to be used for any particular purpose. The amounts and timing of our actual uses of net proceeds will vary depending on numerous factors, including the factors described in the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.” As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering, and investors will be relying on our management’s judgment regarding the application of the net proceeds.

Pending the use of the net proceeds from this offering, we may invest the net proceeds in investment grade, short-term interest-bearing obligations, such as money-market funds, certificates of deposit, or direct or guaranteed obligations of the United States government, or hold the net proceeds as cash. We cannot predict whether any net proceeds invested will yield a favorable return.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business. Therefore, we do not currently expect to pay any cash dividends on our common stock for the foreseeable future. Any future determination to pay cash dividends will be at the discretion of our board of directors and will depend upon our results of operations, financial condition, capital requirements, general business conditions, and other factors that our board of directors deems relevant. Our ability to pay dividends may also be restricted by the terms of any future credit agreement or any future debt or preferred equity securities of ours or of our subsidiaries.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of December 31, 2016:

- on an actual basis;
- on a pro forma basis to give effect to (i) the conversion of all outstanding Series A preferred stock into an aggregate of 4,734,230 shares of common stock immediately prior to the completion of this offering (which includes the accrued liquidation preference on such preferred stock through December 31, 2016); (ii) the conversion of all outstanding Series B preferred stock into an aggregate of 3,740,248 shares of common stock immediately prior to the completion of this offering (which includes the accrued liquidation preference on such shares through December 31, 2016); (iii) the conversion of the $20 million principal outstanding and interest accrued through December 31, 2016 under the Acacia Note into an aggregate of shares of common stock immediately prior to the closing of this offering (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (iv) the issuance of shares of common stock upon the automatic exercise of the Acacia Primary Warrant upon the closing of this offering (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus); and (v) the automatic conversion of the $8.0 million principal amount and accrued interest under the Bridge Notes into an aggregate of shares of common stock upon the completion of this offering at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus), and the issuance of shares of common stock to the purchasers of the Bridge Notes under the terms of the Note Purchase Agreement (assuming the full draw down of the amounts available thereunder); and
- on a pro forma as adjusted basis to give effect to the pro forma adjustments described above and to further reflect the issuance and sale by us of shares of common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range listed on the cover page of this prospectus, after deducting the underwriting discounts and commissions, and estimated offering expenses payable by us.

You should read the information in this table together with "Use of Proceeds," our consolidated financial statements and the accompanying notes appearing elsewhere in this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section and other financial information contained elsewhere in this prospectus.

	As of December 31, 2016		
	Actual	Pro Forma	Pro Forma as Adjusted(1)
	(unaudited, in thousands, except share and per share data)		
Cash and cash equivalents	$ 12,078	$	$
Redeemable convertible preferred stock, $0.001 per share; issuable in Series A preferred stock and Series B preferred stock; 3,914,697 shares and 3,092,781 shares, respectively, authorized, issued and outstanding, actual; no shares issued or outstanding pro forma and pro forma as adjusted	23,350		
Stockholders' equity (deficit):			
Common stock $0.001 per value; 38,500,000 shares authorized, 4,368,020 shares issued and outstanding, actual; shares issued and outstanding pro forma; and shares issued and outstanding pro forma as adjusted	4		
Additional paid in capital (deficit)	(2,105)		
Accumulated deficit	(41,523)		
Total stockholders' equity (deficit)	(43,624)		
Total capitalization	$(20,274)	$	$

(1) Each $1.00 increase or decrease in the assumed initial public offering price of our common stock of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, accumulated deficits and total stockholders' equity (deficit) by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions payable by us. An increase or decrease of 100,000 shares in the number of shares offered, by us would increase or decrease, as applicable, our pro forma as adjusted cash and cash equivalents, deficit and total stockholders' equity (deficit) by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated operating expenses payable by us.

If the underwriters' option to purchase additional shares of common stock is exercised in full, the as adjusted amount of each of cash and cash equivalents, accumulated deficit, total stockholders' equity (deficit), and total capitalization would be $, $, $, and $, respectively, after deducting estimated underwriting discounts and commissions and estimated operating expenses payable by us.

The pro forma as adjusted information discussed above is illustrative only and will be adjusted based on the actual initial public offering price, number of shares offered and other terms of this offering determined at pricing.

The number of shares shown above as issued and outstanding does not include:

- 1,134,063 shares of common stock issuable upon exercise of stock options outstanding as of December 31, 2016 under our 2014 Stock Option/Stock Issuance Plan, as amended (the 2014 Plan), at a weighted-average exercise price of $1.36 per share;

- shares of common stock that will be reserved as of the closing date of this offering for future issuance under our 2017 Stock Incentive Plan (the 2017 Plan), which will be adopted prior to the completion of this offering (which includes shares of common stock issuable upon the exercise of stock options to be granted upon the effective date of the registration statement of which this prospectus is a part);
- shares of common stock that will be reserved for future issuance under our 2017 Employee Stock Purchase Plan (the ESPP), which will be adopted immediately prior to the completion of this offering;
- shares of common stock issuable upon exercise of warrants outstanding upon the closing of this offering at a weighted average exercise price of $ per share (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); and
- the exercise of underwriters' option to purchase up to an additional shares of common stock from us.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value (deficit) per share of our common stock after this offering.

Net tangible book value (deficit) per share represents our total tangible assets (total assets less intangible assets) less total liabilities divided by the total number of shares of common stock outstanding as of December 31, 2016. As of December 31, 2016, our historical net tangible book deficit was $(20.6 million), or $(4.71) per share of common stock.

Our pro forma net tangible book value (deficit) as of December 31, 2016 was approximately $, or $ per share of common stock, which is based on shares of common stock outstanding as of December 31, 2016, after giving effect to (i) the automatic conversion of all of our outstanding Series A convertible preferred stock into 4,734,230 shares of common stock immediately prior to the closing of this offering (which includes accrued liquidation preference as of December 31, 2016); (iii) the automatic conversion of all of our Series B convertible preferred stock into 3,740,248 shares of common stock immediately prior to the closing of this offering (which includes accrued liquidation preference as of December 31, 2016); (iv) the conversion of all outstanding principal and interest accrued through December 31, 2016 under the Acacia Note into shares of our common stock (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (v) the issuance of shares of common stock upon the automatic exercise of the Acacia Primary Warrant for a total exercise price of $ upon the closing of this offering (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); and (vi) the automatic conversion of the Bridge Notes into an aggregate of shares of common stock upon the closing of this offering (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus), and the issuance of shares of common stock to the purchasers of the Bridge Notes (assuming the full draw down of all amounts available thereunder).

Our pro forma as adjusted net tangible book value (deficit) as of December 31, 2016 would have been $, or $ per share of common stock, after giving effect to (i) the foregoing pro forma adjustments referenced above, and (ii) the sale by us of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. This represents an immediate increase in pro forma net tangible book value (deficit) of $ per share to existing stockholders and an immediate dilution in pro forma net tangible book value (deficit) of $ per share to investors purchasing common stock in this offering. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$
Pro forma net tangible book value (deficit) per share of common stock as of December 31, 2016	$[●]	
Increase in pro forma net tangible book value per share attributable to new investors in this offering		
Pro forma as adjusted net tangible book value (deficit) per share immediately after this offering		$
Dilution in pro forma net tangible book value per share to new investors in this offering		$

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, our pro forma as adjusted net tangible book value per share to new investors by $, and would increase or decrease, as applicable, dilution per share to new investors in this offering by $, assuming that the number of shares offered us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 100,000 shares in the number of shares offered by us

would increase or decrease, as applicable, our pro forma as adjusted net tangible book value by $ per share and increase or decrease, as applicable, the dilution to new investors by $ per share, assuming the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma as adjusted information discussed above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering.

If the underwriters exercise their over-allotment option in full in this offering, the pro forma as adjusted net tangible book deficit after the offering would be $ per share, the increase in pro forma as adjusted net tangible book deficit per share to existing stockholders would be $ and the dilution in net tangible book deficit per share to new investors would be $ per share, in each case assuming an initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus.

The following table shows, as of December 31, 2016, on the pro forma basis described above, the difference between existing stockholders and new investors with respect to the number of shares of common stock purchased from us, the total consideration paid to us and the average price paid per share by existing stockholders and by investors purchasing shares of our common stock in this offering (assuming an initial offering price of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus), and before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
	(in thousands, other than shares or percent)				
Existing stockholders		%	$	%	$
New investors					
Total		100.0%		100.0%	

If the underwriters exercise their option to purchase additional shares:

- the percentage of shares of common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering; and
- the number of shares held by new investors will increase to , or approximately % of the total number of shares of our common stock outstanding after this offering, in each case assuming the shares are offered at $ per share, which is the midpoint of the estimated price range set forth on the cover of this prospectus.

The table and discussion above exclude the following:

- 1,134,063 shares of common stock issuable upon exercise of stock options outstanding as of December 31, 2016 under the 2014 Plan at a weighted-average exercise price of $1.36 per share;
- [●] shares of common stock that will be reserved as of the closing date of this offering for future issuance under our 2017 Plan (which includes shares of common stock issuable upon the exercise of stock options to be granted upon the effective date of the registration statement of which this prospectus is a part);
- [●] shares of common stock that will be reserved as of the closing date of this offering for future issuance under our ESPP; and
- All outstanding options and warrants issued or issuable to purchase common stock.

To the extent any of our outstanding options or warrants are exercised, there will be further dilution to new investors. The above table assumes that none of our existing stockholders will purchase shares of our common stock in this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following selected consolidated financial data in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing elsewhere in this prospectus. The following tables set forth our selected consolidated financial data as of and for the periods indicated below. We have derived the consolidated statement of operations data and consolidated balance sheet data for the years ended December 31, 2016 and 2015 from our audited consolidated financial statements for such periods. Our audited consolidated financial statements as of December 31, 2016 and 2015 and for the years ended December 31, 2016 and 2015 have been included in this prospectus. Historical results are not indicative of the results to be expected in the future.

	Year Ended December 31,	
	2016	2015
	(in thousands, except share and per share data)	
Consolidated Statements of Operations Data:		
Net revenues	$ 8,911	$ 13,928
Cost of revenue	1,577	1,860
Gross profit	7,334	12,068
Operating expenses:		
Sales and marketing (1)	8,279	5,735
Research and development (1)	7,900	4,633
General and administrative (1)	14,935	7,990
Total operating expenses	31,114	18,358
Loss from operations	(23,780)	(6,290)
Other income (expense), net	520	85
Loss before provision for income taxes	(23,260)	(6,205)
Provision for income taxes	6	5
Net loss	$ (23,266)	$ (6,210)
Accretion of redeemable convertible preferred stock	(3,204)	(3,330)
Net loss attributable to common stockholders	$ (26,470)	$ (9,540)
Per Share Data:		
Net loss per share attributable to common stockholders, basic and diluted	$ (7.68)	$ (4.04)
Weighted average shares used to compute basic and diluted net loss per share	3,447,224	2,361,220
Pro forma net loss per share, basic and diluted (2)		
Weighted average shares used to compute pro forma net loss per share, basic and diluted (2)		

footnotes on following page

	As of December 31, 2016		
	Actual	Pro Forma(3)	Pro Forma as Adjusted(4) (5)
		(in thousands)	
Consolidated Balance Sheets Data (unaudited):			
Cash and cash equivalents	$ 12,078	$	$
Working capital (deficit)	(21,233)		
Total assets	30,665		
Total liabilities	50,939		
Total redeemable convertible preferred stock	23,350		
Total stockholders' equity (deficit)	(43,624)		

footnotes from prior page

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,	
	2016	2015
	(in thousands)	
Sales and marketing	$ 71	$ 81
Research and development	31	20
General and administrative	1,628	26
Total stock-based compensation expense	$1,730	$127

(2) Pro forma basic and diluted net loss per common share has been calculated assuming (a) the conversion of all outstanding Series A preferred stock into an aggregate of shares of common stock, and (b) the conversion of all of our outstanding Series B preferred stock into an aggregate of shares of our common stock, as of the beginning of the applicable periods.

(3) The pro forma column in the balance sheet data table above reflects (a) the conversion of all outstanding shares of our Series A preferred stock into an aggregate of 4,734,230 shares of common stock (which includes the liquidation preference accrued through December 31, 2016); (b) the conversion of all outstanding Series B preferred stock into an aggregate of 3,740,248 shares of common stock (which includes the liquidation preference accrued through December 31, 2016); (c) the conversion of all outstanding principal amount and accrued interest under the Acacia Note into shares of common stock immediately prior to the closing of this offering (which includes interest accrued on the Acacia Note through December 31, 2016) at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (d) the issuance of shares of common stock upon the automatic exercise of the Acacia Primary Warrant upon the closing of this offering (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus); and (e) the automatic conversion of the $8.0 million principal amount and accrued interest under the Bridge Notes into an aggregate of shares of common stock upon the completion of this offering at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus), and the issuance of shares of common stock to the purchasers of the Bridge Notes under the terms of the Note Purchase Agreement (assuming the full draw down of the amounts available thereunder).

(4) The pro forma as adjusted column in the balance sheet data table above gives effect to (a) the pro forma adjustments referred to in footnote 2 above; (b) the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

(5) The pro forma as adjusted information presented in the summary consolidated balance sheet data above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share (which is the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets, total liabilities and total stockholders' equity (deficit) by approximately $ assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 100,000 shares in the number of shares offered by us at the assumed initial public offering price would increase (decrease) each of cash and cash equivalents, total assets, total liabilities and total stockholders' equity (deficit) by approximately $.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and the related notes and other financial information included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" sections of this prospectus for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Our proprietary platform unlocks the power of AI-based cognitive computing so that unstructured audio and video data can be transformed and analyzed in conjunction with structured data in a seamless, automated manner to generate actionable intelligence for enterprises of all sizes. Our cloud-based, open platform integrates an ecosystem of a variety of best-of-breed cognitive engines, which can be orchestrated together, to reveal valuable multivariate insights from vast amounts of audio, video and structured data.

Operating results for the periods presented herein include the following (in thousands, except per share data):

	Year Ended December 31,	
	2016	2015
	(in thousands)	
Net revenues	$ 8,911	$ 13,928
Cost of revenues	1,577	1,860
Gross profit	7,334	12,068
Gross margin	82.3%	86.6%
Total operating expenses	31,114	18,358
Net loss	$ (23,266)	$ (6,210)
Per share data:		
Net loss per share attributable to common stockholders, basic and diluted	$ (7.68)	$ (4.04)

During the years ended December 31, 2016 and 2015, our net revenues were $8.4 million and $13.9 million, respectively, from our Media Agency Business and $0.5 million and less than $0.1 million, respectively, from our AI Platform Business.

Media Agency Business

Since our inception, we have generated substantially all of our revenues from our media placement services performed under advertising contracts with our media clients. Our media agency services include media planning and strategy, media buying and placement, campaign messaging, clearance verification and attribution and custom analytics. We typically enter into agency contracts with our Media Agency customers that do not have a fixed term, but generally can be cancelled by us or the customer upon 30 to 90 days prior written notice without penalty.

The key performance metrics for our Media Agency Business include the number of new customers per period, the total number of active customers, and the media dollars placed per customer per period. Tracking the number of new and active customers per period provides us with insight regarding our ability to grow the market share of our Media Agency Business by winning new customers, as well as regarding customer churn. By tracking media spend by customer per period, we can analyze not only spending trends, but our ability to grow media spend with existing customers.

In the past, our Media Agency Business has experienced volatility in its net revenues due to a number of factors, including (i) the timing of new large account wins; (ii) loss of customers who choose to replace our services by bringing their advertising placement in-house; (iii) customers who experience reductions in their advertising budgets due to issues with their own business; (iv) losses of customers who change providers from time to time based largely on pricing; and (v) the seasonality of the campaigns for certain large customers. Our Media Agency Business is also reliant on certain large key customers and has historically generated a significant portion of its net revenues from a few major customers. For example, our two largest customers by revenue in 2015, LifeLock and DraftKings, collectively accounted for approximately 43% of our net revenues in 2015, but only approximately 10% of our net revenues in 2016. During 2016, our net revenues from this business declined compared with 2015, primarily because (i) LifeLock chose to replace our media placement services by bringing their advertising placement in-house; and (ii) DraftKings experienced a reduction in business activity and their media purchases due to legal restrictions imposed on them in certain jurisdictions for a period of time. If we lose any key customers or their media spending with us declines significantly, our business, results of operations and financial condition would be harmed.

Launch of AI Platform Business

We are in the early stages of developing our AI Platform Business. We commenced commercial licensing of our SaaS solutions in April 2015 but have not generated significant revenue from our AI Platform Business to date. Our Media Agency Business is an ongoing mature business, but our AI Platform Business is still in the development phase. As we develop and grow our AI Platform Business, we plan to track key performance indicators including the number of new customers per period, the total number of active customers, subscription fee revenue per customer per period and total revenue per customer per period. Tracking our new and total customers will provide us with insight into our ability to penetrate our target markets, as well as into customer turnover rates. Tracking our subscription fee revenue and total revenue per customer will provide insight into our customers' usage of our platform.

To create viable services and products in our AI Platform Business and increase that business' net revenues, we expect to continue to invest substantial financial and other resources into our AI Platform Business to, among other things:

- expand and enhance our platform's capabilities, functionality and technology infrastructure;
- make improvements to the scalability, availability and security of our AI platform, and
- develop new products and services, including additional Conductors for other cognitive classes;
- add additional cognitive engines to our platform;
- increase our sales and marketing activities, including expanding our direct sales organization and marketing programs and expanding our programs directed at increasing our brand awareness among current and new customers;
- hire additional employees; and
- expand our operations and infrastructure, both domestically and internationally

We expect to continue to invest significant resources and capital into developing our AI Platform Business, and therefore do not expect to achieve profitability in the foreseeable future. Our objective is to manage our resources so that we can continue to develop a successful AI Platform Business that generates net revenues and establishes us as the leader in the cloud-based artificial intelligence market, while at the same time maintaining and expanding our Media Agency Business by acquiring new customers and adding additional media placement contracts.

Factors Affecting Our Performance

We believe that the growth of our business and our future success are dependent upon many factors, including market acceptance of our product and market leadership, the success of our sales and marketing efforts,

our expansion strategy, our investments for operational scale and our international growth. While each of these areas presents significant opportunities for us, they also pose important challenges that we must successfully address in order to sustain the growth of our business and improve our results of operations. The investments that we make in these areas may not result in increased revenue or operating profit. Accordingly, these investments may delay or otherwise impair our ability to achieve profitability. The timing of our future profitability will depend upon many variables, including the success of our growth strategies and the timing and size of investments and expenditures that we choose to undertake, as well as market growth and other factors that are not within our control. We have not yet determined when we expect to achieve profitability.

Product and Market Leadership. We are committed to delivering market-leading products to continue to build and maintain credibility within the markets that we serve. We believe we must maintain and further develop our product and market position and strengthen our brand to drive future revenue growth. We intend to continue to invest in our engineering, product capabilities and marketing activities to maintain and expand our position in the markets we serve. Our results of operations may fluctuate as we make these investments to drive increased customer adoption and usage of our platform.

To deliver a highly valued service offering and market-leading products to our customers, we need to add additional third-party cognitive engines to our platform. We measure the number of third-party cognitive engines that are active at the end of each period and establish goals for adding new cognitive engines each quarter. During 2016, we integrated approximately 20 new third-party cognitive engines onto our platform.

Sales and Marketing. In order to acquire new customers in an efficient manner, we must maintain and expand our grassroots business development efforts and effectively generate additional sales to enterprises and customers across our targeted vertical markets.

Expansion Strategy. We are focused on expanding our existing customers' use of our products and platform. We believe that there is a significant opportunity to drive additional sales to existing customers, and expect to invest in additional sales, marketing and customer service capabilities to support this growth.

In our AI Platform Business, we are in the early stages of selling to large media companies. Our sales approach is to initially license our platform to these companies for use in one of their markets as a test. We believe that once these customers use our platform and understand its capabilities and value, many of them will choose to utilize our platform in their other markets. We expect to measure the success of this strategy by analyzing the number of new customers acquired and our revenues per customer.

Investments to Increase Scale. As our business grows and as we continue our platform optimization efforts, we expect to realize cost savings through improved economies of scale. In some cases, we may pass on these savings to our customers in the form of lower usage prices. In addition, such potential cost savings may be offset, partially or completely, by higher costs related to the release of new products and our expansion into new geographies. In addition, in some instances, we may acquire certain larger customers that we consider to be strategically important but that generate a lower gross margin. As a result, we expect our gross margins to fluctuate from period to period.

Acquisition of ROIM, Inc. and NextMedium, LLC

In July 2014, we acquired ROIM, Inc., a Delaware corporation (ROIM) and NextMedium, LLC, a Delaware limited liability company (NM), through a series of transactions between entities where common control existed, as described below. ROIM was renamed "Veritone Media, Inc.," and was subsequently renamed in January 2017 to "Veritone One, Inc." NM was subsequently renamed "Veritone, LLC." ROIM and NM are now wholly-owned subsidiaries of Veritone.

On June 17, 2014, ROIM Acquisition Corporation (RAC) was incorporated as a transitory entity for the purpose of acquiring the assets of ROIM. On July 14, 2014, RAC and an affiliated entity, Brand Affinity Technologies, Inc.

(BAT), entered into an Asset Purchase Agreement (the ROIM Agreement), pursuant to which RAC purchased (the BAT Purchase) (i) all of the outstanding shares of capital stock of ROIM and (ii) certain intellectual property (the BAT IP) from BAT in exchange for 2,161,938 shares of RAC's Class B common stock and a promissory note of RAC payable to BAT in the original principal amount of $885,194 (the BAT Note).

In connection with the ROIM Agreement, RAC also assumed the following promissory notes: (i) two senior secured promissory notes of BAT dated October 24, 2012 and March 19, 2013 in the original aggregate principal amount of $2,000,000 (the "NCI Notes") payable to Newport Coast Investments, LLC, a California limited liability company beneficially owned by Chad and Ryan Steelberg (NCI); (ii) two senior secured promissory notes of BAT dated October 24, 2012 and March 19, 2013 payable to Brand Affinity, LLC, an unaffiliated Illinois limited liability company (BALLC), in the original principal amount of $2,000,000 (the BALLC Notes); and (iii) certain senior secured promissory notes of BAT dated as of dates between September 27, 2013 and December 26, 2013 in the original aggregate principal amount of $4,900,000 (the Bridge Notes). The holders of the Bridge Notes described in subsection (iii) above are collectively referred to as the "BAT Noteholders."

On July 15, 2014, prior to the RAC Merger described below, the BAT Noteholders exchanged the Bridge Notes for an aggregate of 1,038,066 shares of Class B common stock of RAC. The NCI Notes, the BALLC Notes and the BAT Note remained outstanding and were assumed by Veritone in connection with the RAC Merger.

On July 15, 2014, Veritone and NM entered into a Unit Purchase Agreement, pursuant to which Veritone acquired all of the outstanding membership interests in NM in exchange for the issuance to the members of NM of an aggregate of 1,500,000 shares of Veritone's common stock and 3,000,000 shares of Veritone's Series A preferred stock (the NM Transfer).

On July 15, 2014, Veritone and each of the stockholders of RAC entered into an Agreement and Plan of Merger, pursuant to which RAC was merged with and into Veritone, with Veritone as the surviving company in the merger (the RAC Merger). In connection with the RAC Merger, all of the outstanding capital stock of RAC was converted into an aggregate of 1,333,334 shares of Veritone's common stock and 2,666,667 shares of Veritone's Series A-1 preferred stock. The NCI Notes, the BALLC Notes and the BAT Note assumed by Veritone in connection with the RAC Merger were repaid in full in July 2014.

The terms of Veritone's Series A preferred stock and Series A-1 preferred stock issued in the NM Transfer and the RAC Merger were substantially identical except for the adverse treatment of the Series A-1 preferred stock in the event certain indemnification claims were made pursuant to the merger agreement in the RAC Merger. No indemnification claims were made under such merger agreement, and accordingly, all of the outstanding shares of Series A-1 preferred stock were automatically converted into shares of our Series A preferred stock on a one-for-one basis in July 2016.

The above transactions were considered transactions between entities under common control pursuant to FASB ASC 805-50, as the same group of stockholders (Chad and Ryan Steelberg) beneficially owned more than 50% of the voting ownership interest of BAT and RAC, and of NM and Veritone, at the time of the respective transactions. Accordingly, upon completion of the NM Transfer and the RAC Merger, the assets and liabilities acquired and assumed by Veritone through the NM Transfer and the RAC Merger were recorded at their carrying value by the respective predecessor entities without any step up in value or the recognition of any goodwill. In addition, since the expenses related to the development of the BAT IP had been expensed and not capitalized by BAT, there was no predecessor carrying value for the BAT IP. As a result of Veritone having assumed liabilities in excess of the carrying value of the net assets acquired in the RAC Merger, Additional Paid In Capital was negative and therefore, the book value of the Series A-1 preferred stock issued in connection with such transaction was recorded as $0. Conversely, in connection with the NM Transfer, for which the carrying value of the net assets acquired was positive, the corresponding issuances of our common stock and Series A preferred stock were accounted for based upon the allocation of the carrying value of the net assets acquired.

Acacia Investment

On August 15, 2016, we entered into an Investment Agreement with Acacia that provides for Acacia to invest up to $50 million in Veritone, consisting of both debt and equity components. Pursuant to the Investment Agreement, on August 15, 2016, we entered into the Acacia Note, which provides for up to $20 million in borrowings through two $10 million advances, each bearing interest at the rate of 6.0% per annum. On August 15, 2016, we borrowed $10 million (the First Loan) that initially had a one-year term and, on November 25, 2016, we borrowed the remaining $10 million (the Second Loan) that also has a one-year term from the date of issuance. Upon the borrowing of the Second Loan, the maturity date of the First Loan was automatically extended to the maturity date of the Second Loan, with both loans becoming due and payable on November 25, 2017. The Acacia Note is secured by substantially all of our assets pursuant to a security agreement that we entered into with Acacia dated August 15, 2016, which was amended and restated in March 2017 in connection with our secured convertible bridge note financing.

Pursuant to the Investment Agreement, we issued to Acacia a five-year warrant (the Acacia Primary Warrant) to purchase up to a number of shares of our common stock determined by dividing $50 million, less all converted amounts or payments under the Acacia Note (including interest accrued thereon), by an exercise price per share ranging from $7.9817 to $8.2394, with the actual exercise price per share to be determined by the amount of principal and accrued interest under the Acacia Note that are converted into our common stock. In March 2017, the terms of the Acacia Primary Warrant were amended to provide that, upon the closing of this offering, the Acacia Primary Warrant will be automatically exercised in full at an exercise price per share equal to the lower of (i) $8.1653 and (ii) the initial public offering price.

In addition, in conjunction with the First Loan, we issued Acacia a four-year warrant to purchase a number of shares of our common stock determined by dividing $700,000 by an exercise price per share ranging from $4.85 to $8.2394 (resulting in a number of shares of common stock ranging from 84,957 shares to 144,329 shares), with the actual exercise price to be determined by the type and/or valuation of our future equity financings. In conjunction with the Second Loan in November 2016, we issued to Acacia two additional four-year warrants, each to purchase a number of shares of our common stock determined by dividing $700,000 by an exercise price per share ranging from $4.85 to $8.2394 (resulting in a total number of shares of common stock ranging from 169,914 to 288,658 shares, with the actual exercise price to be determined by the type and/or valuation of our future equity financings). In March 2017, in connection with the amendment of the Acacia Primary Warrant, we agreed with Acacia to amend each of these warrants to provide that the exercise prices thereof shall be equal to the lower of $8.1653 or the initial public offering price per share. As a result, upon completion of this offering, based on an assumed initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus, we expect that each of these warrants will be exercisable to purchase up to shares of common stock at an exercise price per share of $.

At or immediately prior to the closing of this offering, (a) all outstanding amounts of principal and accrued interest under the Acacia Note will be converted into shares of common stock (which includes accrued interest through December 31, 2016) at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus), (b) the Acacia Primary Warrant will be automatically exercised to purchase shares of common stock at an exercise price per share equal to the lower of $8.1653 or the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus) for a total exercise price of $, and (c) pursuant to the terms of the Acacia Primary Warrant, we will issue to Acacia a 10% Warrant that provides for the issuance of up to 1,349,001 shares of our common stock at an exercise price per share equal to the lower of $8.1653 or the initial public offering price, with 50% of the shares underlying the 10% Warrant vesting as of the issuance date of the 10% Warrant and the remaining 50% of the shares vesting on the first anniversary of the issuance date of the 10% Warrant.

Secured Convertible Bridge Note Financing

In March 2017, we entered into the Note Purchase Agreement with Acacia and Veritone LOC I, LLC (VLOC, LLC), which provides for an $8.0 million line of credit pursuant to secured convertible notes that accrue interest at the rate of eight percent (8%) per annum, compounded quarterly (the Bridge Notes), with Acacia and VLOC, LLC each purchasing equal amounts of such notes. The Bridge Notes are due and payable on November 25, 2017, and our obligations under such notes are secured by a security interest in substantially all of our assets, which is of equal priority to the security interests of Acacia under the Acacia Note. The initial $2.0 million installment under the line of credit is required to be funded within five business days following the execution of the Note Purchase Agreement, and the remaining amounts may be drawn down in tranches of $2.0 million per month commencing April 15, 2017. If this offering is not completed by April 30, 2017, the lenders may, but are not obligated to, continue making advances under the line of credit after that date.

Upon the completion of this offering, all of the Bridge Notes will automatically be converted into an aggregate of shares of our common stock at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus). Immediately prior to the completion of this offering, each lender will have the option to purchase any remaining Bridge Notes, which will be converted as provided above.

In connection with this financing, we issued an aggregate of 200,000 shares of our common stock to the lenders upon the execution of the Note Purchase Agreement. In addition, upon the funding of each $2.0 million installment, we will issue to the lenders, in the aggregate, (a) an additional 75,000 shares of our common stock, and (b) fully vested warrants to purchase a number of shares of our common stock equal to the greater of (i) 0.375% of our fully diluted shares outstanding prior to this offering, or (ii) 0.375% of our fully diluted shares outstanding following completion of this offering. Such warrants will have a term of ten years following the date of issuance and will have an exercise price per share equal to the lower of $8.1653 or the initial public offering price.

Stock Repurchases

On April 22, 2015, we entered into an asset purchase agreement with BAT, pursuant to which we repurchased and retired an aggregate of 2,556,090 shares of our capital stock, comprised of 852,030 shares of our common stock and 1,704,060 shares of our Series A-1 preferred stock, for a total purchase price of $1,419,000. This repurchase was conducted at a price less than the fair value of our common stock and Series A-1 preferred stock at the date of repurchase. In conjunction with the repurchase of these shares, we recorded a debit to accumulated deficit in the amount of $773,000 in our consolidated balance sheet as of December 31, 2015.

On July 21, 2015, we entered into an asset purchase agreement with ad pepper International N.V., pursuant to which we repurchased and retired an aggregate of 71,865 shares of our capital stock, which was comprised of 23,955 shares of our common stock and 47,910 shares of our Series A-1 preferred stock, for a total purchase price of $39,895. This repurchase was conducted at a price less than the fair value of our common stock and Series A-1 preferred stock at the date of repurchase. In conjunction with the repurchase of these shares, we recorded a debit to accumulated deficit in the amount of $16,000 in our consolidated balance sheet as of December 31, 2015.

In connection with the settlement of litigation with a former employee, on January 4, 2017, the Company repurchased 12,500 shares of our common stock from such employee for a purchase price of $4.50 per share, for a total purchase price of $56,000, constituting the estimated fair value of such stock at the time.

Net Loss Carryforwards

At December 31, 2016, we had federal and state net operating loss carryforwards (NOLs) of approximately $32.6 million and $32.4 million, respectively. If not utilized, the federal and state NOLs will expire at various

dates beginning in 2034. At present, we believe that it is more likely than not that the federal and state NOLs will not be realized. Accordingly, a full valuation allowance, in the amount of $10.7 million, has been established against our net deferred tax assets, including our NOLs, as of December 31, 2016.

In general, under Section 382 of the Internal Revenue Code of 1986, as amended (the Code), a corporation that undergoes an "ownership change" (generally defined as a greater than 50-percentage-point cumulative change (by value) in the equity ownership of certain stockholders over a rolling three-year period) is subject to limitations on its ability to utilize its pre-change NOLs to offset post-change taxable income. Our existing NOLs may be subject to limitations arising from previous ownership changes, and if we undergo an ownership change in connection with or after this offering, our ability to utilize NOLs could be further limited by Section 382 of the Code. In addition, future changes in our stock ownership, some of which may be outside of our control, could result in an ownership change under Section 382 of the Code. The amount of such limitations, if any, has not been determined.

There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs, or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities. For these reasons, we may not be able to realize a tax benefit from the use of our NOLs, even if we attain profitability.

Components of Our Results of Operations

Net Revenues

Revenue is recognized when (i) persuasive evidence of an arrangement exists, (ii) all obligations have been substantially performed pursuant to the terms of the arrangement, (iii) amounts are fixed or determinable, and (iv) the collectability of amounts is reasonably assured.

Media Agency Revenues, Net. We have historically generated revenue primarily from services performed under our advertising contracts. Our advertising contracts typically provide for us to receive a percentage, averaging approximately 10%, of the total dollar amount of the advertising placements of our Media Agency customers, and generally may be cancelled by our customers upon 30 to 90 days prior written notice. Media providers, such as radio stations, are required to provide proof of service that the advertising was actually run or aired before we can recognize any revenue. In general, the earnings process is complete and revenue is recognized when the service is performed and accepted in accordance with the terms of the client arrangement, and when all other revenue recognition criteria have been met. Our Media Agency customers are often required to make a deposit or pre-pay their media advertising plan. Such amounts are reflected as customer advances on our consolidated balance sheets until all revenue recognition criteria have been met. Pursuant to our advertising contracts, we are deemed to be an agent and, as such, under GAAP, we record revenues on a net basis, whereby the costs charged by the media providers for the advertisements are netted against the gross revenues received from our customers for the media placements.

A summary of gross and net media agency revenues for the periods presented is as follows (in thousands):

	Year Ended December 31,	
	2016	2015
Gross media placements	$ 75,073	$ 109,918
Media placements billed directly to clients	64,923	98,936
Media related costs netted against billings(1)	(56,519)	(85,049)
Net media agency revenues reported	$ 8,404	$ 13,887

(1) Of the amounts billed directly to customers, this amount represented media related costs netted against such billings in the accompanying consolidated statement of operations as required by GAAP.

SaaS Revenues. We also derive revenue from our SaaS offerings, with fixed and variable payment components, relating to our customers' use of our platform and other related services. SaaS licensing arrangements historically have had initial terms that generally range in duration from three to 24 months, and generally are renewable on an annual basis.

We allocate the value of the SaaS license arrangement to each separate unit of accounting based on an estimated selling price of each separate unit. Revenue allocated to the SaaS/software subscription element is recognized ratably over the non-cancellable term of the SaaS/subscription service. We recognize revenue allocated to other units of accounting included in the arrangement upon the earlier of the completion of the service or the expiration of the customer's right to receive the service. Customers are billed in arrears for services used. Our SaaS contracts typically provide for a minimum monthly usage commitment.

Our contracts with our customers generally do not contain return rights. However, credits may be issued to customers on a case-by-case basis. The contracts do not provide customers with the right to take possession of the software supporting the applications.

During the years ended December 31, 2016 and 2015, we recognized $0.5 million and less than $0.1 million in SaaS license revenue, respectively.

Cost of Revenue and Gross Margin

Cost of revenue consists primarily of fees paid to our vendors related to media processing, creative production and cloud infrastructure fees. Our arrangements with Microsoft Azure and our cognitive engine vendors generally require us to pay fees based on the volume of media that we process. Our arrangements with Amazon Web Services, Joyent and Iron.io, our cloud infrastructure providers, require us to pay fees based on computing time, storage and reserved computing capacity. Our gross margin has been and will continue to be affected by a number of factors, including the volume and type of the media that we process and the type and cost of the cognitive engines utilized to process such media.

Operating Expenses

The most significant components of operating expenses are personnel costs, which consist of salaries, benefits, bonuses and stock-based compensation. We also incur other non-personnel costs related to our general overhead expenses. We expect that our operating costs will continue to increase in absolute dollars for the foreseeable future.

- *Sales and Marketing*. Sales and marketing expenses consist primarily of personnel costs, including commissions for our sales employees. Sales and marketing expenses also include expenditures related to advertising, marketing, our brand awareness activities and professional services fees. We plan to continue to focus our sales and marketing efforts on generating awareness of our company, platform and products through our direct sales organization, distributor partners and self-service model, creating sales leads and establishing and promoting our brand. We plan to continue investing in sales and marketing by increasing our sales and marketing headcount, supplementing our self-service model with an enterprise sales approach, expanding our sales channels, driving our go-to-market strategies, building our brand awareness and sponsoring additional marketing events.
- *Research and Development*. Research and development expenses consist primarily of personnel costs and outsourced engineering services. We plan to continue to focus our research and development efforts on adding new products and features to our existing products, including new use cases, improving our platform and increasing the functionality of our existing products.
- *General and Administrative*. General and administrative expenses consist primarily of personnel costs for our accounting, finance, legal, human resources, operations and administrative support personnel and executives. General and administrative expenses also include costs related to financing transactions,

legal and other professional services fees, sales and other taxes, depreciation and amortization. We expect that we will incur costs associated with supporting the growth of our business and meeting the increased compliance requirements associated with both our international expansion and our transition to, and operation as, a public company.

Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions about future events that affect amounts reported in our consolidated financial statements and related notes, as well as the related disclosure of contingent assets and liabilities at the date of the financial statements. Management evaluates its accounting policies, estimates, and judgments on an on-going basis. Management bases its estimates and judgments on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions and conditions.

Management evaluated the development and selection of its critical accounting policies and estimates and believes that the following involve a higher degree of judgment or complexity and are most significant to reporting our results of operations and financial position, and are therefore discussed as critical. The following critical accounting policies reflect the significant estimates and judgments used in the preparation of our consolidated financial statements. With respect to critical accounting policies, even a relatively minor variance between actual and expected experience can potentially have a materially favorable or unfavorable impact on subsequent results of operations. More information on our significant accounting policies can be found in Note 2 to our audited consolidated financial statements included elsewhere in this prospectus.

Revenue Recognition

As described below, significant management judgment must be made and used in connection with the revenue recognized in any accounting period. Material differences may result in the amount and timing of revenue recognized or deferred for any period, if management made different judgments.

Revenue is recognized when (i) persuasive evidence of an arrangement exists, (ii) all obligations have been performed pursuant to the terms of the agreement, (iii) amounts are fixed or determinable and (iv) collectability of amounts is reasonably assured.

We make estimates and judgments when determining whether the collectability of receivables from customers is reasonably assured. We assess the collectability of receivables based on a number of factors, including past transaction history and the creditworthiness of licensees. If it is determined that collection is not reasonably assured, the revenue is recognized when collectability becomes reasonably assured, assuming all other revenue recognition criteria have been met, which is generally upon receipt of cash for transactions where collectability may have been an issue. Management's estimates regarding collectability impact the actual revenues recognized each period and the timing of the recognition of revenues. Our assumptions and judgments regarding future collectability could differ from actual events and thus materially impact our financial position and results of operations.

Depending on the complexity of the underlying revenue arrangement and related terms and conditions, significant judgments, assumptions and estimates may be required to determine when substantial delivery of contract elements has occurred, whether any significant ongoing obligations exist subsequent to contract execution, whether amounts due are collectible and the appropriate period or periods in which, or during which, the completion of the earnings process occurs. Depending on the magnitude of specific revenue arrangements, if different judgments, assumptions and estimates are made regarding contracts executed in any specific period, our periodic financial results may be materially affected.

Media Agency Revenue. To date, we have generated revenue primarily from services performed under advertising contracts. Our contracts typically provide for us to receive a percentage of the total fees for the advertising placements of our customers. Media providers, such as radio stations, are required to provide proof of service that the advertising was actually run or aired before we can recognize any revenue. Revenue is recognized when the service is performed in accordance with the client arrangement and upon the completion of the earnings process. Prior to recognizing revenue, persuasive evidence of an arrangement must exist, the sales price must be fixed or determinable, delivery, performance and acceptance must be in accordance with the client arrangement and collection must be reasonably assured.

Our customers are often required to make a deposit or pre-pay the media advertising plan. Such amounts are reflected as customer advances on our consolidated balance sheets until all revenue recognition criteria have been met.

Under our advertising contracts, we are deemed to be an agent and, as such, we present revenues on a net basis whereby the costs charged by the media providers for advertisements are netted against the gross revenues received from our customers for media placements.

SaaS Revenue. SaaS revenues are comprised of revenue from SaaS offerings, with fixed and variable payment components. SaaS arrangements and time-based software subscriptions have initial terms generally ranging in duration from one to 48 months and are usually renewable on an annual basis. We allocate the value of the SaaS arrangement to each separate unit of accounting based on the best estimated selling price. Revenue allocated to the SaaS/subscription element is recognized ratably over the non-cancellable term of the SaaS/subscription service. We recognize revenue allocated to other units of accounting included in the arrangement upon the earlier of the completion of the service or the expiration of the customer's right to receive the service. Customers are billed in arrears via invoices for services used. Customers typically have contracts that provide for a minimum monthly usage commitment. Depending on the magnitude of specific revenue arrangements, if different judgments, assumptions and estimates are made regarding contracts executed in any specific period, our periodic financial results may be materially affected.

Our arrangements with our customers do not contain general rights of return. However, we may issue credits to customers on a case-by-case basis. The contracts do not provide customers with the right to take possession of the software supporting the applications.

Stock-Based Compensation Expense

Stock-based compensation payments to employees and non-employee directors are recognized as expense in the statements of operations. The compensation cost for all stock-based awards is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the employee's requisite service period (generally the vesting period of the equity award).

The fair value of the restricted stock grants is determined utilizing both the option pricing method (OPM) and a probability weighted expected return method. The fair value of stock options granted is determined utilizing the Black-Scholes option-pricing model. The Black-Scholes option-pricing model requires various assumptions, including expected term, expected volatility, risk free interest rate and dividend yields. Determining the fair value of stock-based awards at the grant date requires significant estimates and judgments, including estimating the expected term, expected market price volatility of our common stock, risk free interest rates, dividend yields, future employee stock option exercise behavior and requisite service periods.

Stock-based compensation expense is recorded only for those awards expected to vest, using an estimated pre-vesting forfeiture rate. As such, we are required to estimate pre-vesting option forfeitures at the time of grant and to reflect the impact of estimated pre-vesting option forfeitures on the compensation expense recognized. Estimates of pre-vesting forfeitures must be periodically revised in subsequent periods if actual forfeitures differ

from those estimates. We consider several factors in connection with our estimate of pre-vesting forfeitures, including types of awards, employee class, and historical pre-vesting forfeiture data. The estimation of stock awards that will ultimately vest requires judgment, and to the extent that actual results differ from our estimates, such amounts will be recorded as cumulative adjustments in the period the estimates are revised. If actual results differ significantly from these estimates, stock-based compensation expense and our results of operations could be materially impacted.

Accounting for Income Taxes

As part of the process of preparing our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. This process involves the estimating of our actual current tax expense together with assessing temporary differences resulting from differing treatment of items. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheets. We must then assess the likelihood that our deferred tax assets will be recovered from future taxable income and to the extent we believe that recovery is not likely, we must establish a valuation allowance. In the event that we establish a valuation allowance or increase this allowance in a period, we must include a corresponding expense within the tax provision in our consolidated statements of operations.

Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and our valuation allowance. Due to uncertainties related to our ability to utilize our deferred tax assets in future periods, we have recorded a full valuation allowance against our net deferred tax assets, in the amount of $11.7 million, as of December 31, 2016. These assets primarily consist of NOLs.

In assessing the need for a valuation allowance, management has considered both the positive and negative evidence available, including but not limited to, estimates of future taxable income and related probabilities, estimates surrounding the character of future income and the timing of realization, consideration of the period over which our deferred tax assets may be recoverable, our prior history of net losses, projected future outcomes, industry and market trends and the nature of existing deferred tax assets. In management's judgment, any positive indicators, including forecasts of potential future profitability of our businesses, are outweighed by the uncertainties surrounding our estimates and judgments of potential future taxable income, due primarily to uncertainties surrounding the timing of realization of future taxable income. In the event that actual results differ from these estimates or we adjust these estimates should we believe we would be able to realize these deferred tax assets in the future, an adjustment to the valuation allowance would increase income in the period such determination was made.

Any changes in the judgments, assumptions and estimates associated with our analysis of the need for a valuation allowance in any future periods could materially impact our financial position and results of operations in the periods in which those determinations are made.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" (ASU 2014-09), which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount that the entity expects to be entitled to receive when products are transferred to customers. ASU 2014-09 will be effective for us in the year ending December 31, 2019, and for interim periods beginning in the first quarter of 2020. Early adoption is permitted. Subsequently, the FASB has issued the following standards related to ASU 2014-09: ASU No. 2016-08, "Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations" (ASU 2016-08); ASU No. 2016-10, "Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing" (ASU 2016-10); and ASU No. 2016-12, "Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients" (ASU 2016-12). We must adopt ASU 2016-08, ASU 2016-10 and ASU 2016-12 with ASU

2014-09 (collectively, the new revenue standards). The new revenue standards may be applied retrospectively to each prior period presented or prospectively with the cumulative effect recognized as of the date of adoption. We are currently evaluating the timing of our adoption and the impact of adopting the new revenue standards on our consolidated financial statements.

In August 2014, the FASB issued ASU 2014-15, "Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern," which requires management to perform interim and annual assessments of an entity's ability to continue as a going concern (meet its obligations as they become due) within one year after the date that the financial statements are issued. If conditions or events raise substantial doubt about the entity's ability to continue as a going concern, certain disclosures are required. This ASU has been adopted and the provisions of this update are reflected in our consolidated financial statements as of December 31, 2016.

In April 2015, the FASB issued ASU 2015-03, "Interest—Imputation of Interest," which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts, and not be classified as a deferred charge or deferred credit. The recognition and measurement guidance for debt issuance costs are not affected by the amendments of this update. This ASU has been adopted and the provisions of this update are reflected in the consolidated financial statements as of December 31, 2016.

In November 2015, the FASB issued ASU No. 2015-17, "Income Taxes: Balance Sheet Classification of Deferred Taxes," to require that deferred tax liabilities and assets be classified entirely as non-current. This amended guidance is effective for fiscal years beginning after December 15, 2016, including interim periods within those years. Early adoption is permitted, and the amended guidance may be applied prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We are currently evaluating the impact of adopting this standard on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." The amendments under this pronouncement will change the way all leases with durations of one year of more are treated. Under this guidance, lessees will be required to capitalize virtually all leases on the balance sheet as a right-of-use asset and an associated financing lease liability or capital lease liability. The right-of-use asset represents the lessee's right to use, or control the use of, a specified asset for the specified lease term. The lease liability represents the lessee's obligation to make lease payments arising from the lease, measured on a discounted basis. Based on certain characteristics, leases are classified as financing leases or operating leases. Financing lease liabilities, those that contain provisions similar to capitalized leases, are amortized in the same manner as capital leases are amortized under current accounting rules, as amortization expense and interest expense in the statement of operations. Operating lease liabilities are amortized on a straight-line basis over the life of the lease as lease expense in the statement of operations. This update is effective for annual reporting periods beginning after December 31, 2019 and interim periods within fiscal years beginning after December 15, 2020. We are currently evaluating the impact this standard will have on our policies and procedures pertaining to our existing and future lease arrangements, disclosure requirements and on our consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting" (ASU 2016-09). The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification on the statement of cash flows and treatment of forfeitures. ASU 2016-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017, and interim periods within fiscal years beginning after December 15, 2018, and early adoption is permitted. We are currently evaluating the potential impact that this new standard will have on our consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows (Topic 230)," a consensus of the FASB's Emerging Issues Task Force," which provides guidance intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. This ASU is effective for fiscal years beginning

after December 15, 2018 and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. This adoption is not expected to have a significant impact on our consolidated financial statements.

Results of Operations

The following tables set forth our results of operations for the periods presented as a percentage of our total revenue for those periods. The period-to-period comparisons of our historical results are not necessarily indicative of the results that may be expected in the future.

	Year Ended December 31,	
	2016	2015
Consolidated Statements of Operations Data:		
Net revenues	100.0%	100.0%
Cost of revenue	17.7	13.4
Gross profit	82.3	86.6
Operating expenses:		
Sales and marketing	92.9	41.2
Research and development	88.6	33.3
General and administrative	167.6	57.4
Total operating expenses	349.1	131.8
Loss from operations	(266.8)	(45.2)
Other income, net	5.8	0.6
Loss before provision for income taxes	(261.0)	(44.6)
Provision for income taxes	0.1	—
Net loss	(261.1)	(44.6)
Accretion of redeemable convertible preferred stock	(36.0)	(23.9)
Net loss attributable to common stockholders	(297.0)%	(68.5)%

Comparison of Years Ended December 31, 2016 and 2015

Net Revenues

	Year Ended December 31,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Media agency revenues, net	$8,404	$ 13,887	$(5,483)	(39.5)%
SaaS revenues	507	41	466	1,136.6
Net revenues	$8,911	$ 13,928	$(5,017)	(36.0)%

Prior to 2016, substantially all of our revenues were derived from advertising media sales by our Media Agency Business. In the year ended December 31, 2016, media agency revenues were $8.4 million, a decrease of $5.5 million compared with the prior year period. The decrease in media agency revenues was attributable primarily to the loss of our largest customer, LifeLock, which took their national endorsed radio planning in-house in August 2015, and to a reduction of media purchases by another customer, due to legal restrictions imposed on such customer from conducting business in certain jurisdictions for a period of time. Due primarily to these two developments, our media dollars placed per agency customer decreased 44% year-over-year, from $2.1 million per agency customer in 2015 to $1.1 million in 2016. The decrease in revenue was offset in part by the addition of new customers in 2016. During 2016, we added 38 new media agency customers and ended the year with 65 active media agency customers, compared with 28 new media agency customers added in 2015.

We commenced sales of our SaaS licensing product and began generating revenues in April 2015. In the year ended December 31, 2016, SaaS revenue was $0.5 million, an increase of more than $0.4 million compared with the prior year period. SaaS revenue represented 5.7% and 0.3% of our total revenues in the years ended December 31, 2016 and 2015, respectively.

In the past, our Media Agency Business has experienced volatility in its net revenues due to a number of factors, including (i) the timing of new large account wins; (ii) a decision by a major customer to replace our services by bringing their advertising placement in-house; and (iii) a reduction in advertising purchases by a major customer due to legal restrictions that were imposed on them in certain jurisdictions for a period of time. We expect our net revenues from this business to continue to experience some degree of volatility for the foreseeable future.

We plan to continue to enhance our relationships with our existing media customers to expand our penetration of those accounts, to expand our media agency revenues and to grow our SaaS offerings in this sector. Our goal is to establish our platform as the standard media analytics platform for media customers in radio broadcasting, television, podcasting and YouTube. We also plan to continue to expand the adoption of our platform by leveraging both direct sales efforts and the expansion of channel partnerships, such as our strategic relationship with Westwood One. We plan to drive greater awareness and adoption of the Veritone platform by enterprises across our existing target markets (media, legal and public safety), as well as in future vertical markets such as the Commercial Security and Retail markets.

Cost of Revenue and Gross Margin

	Year Ended December 31,			
	2016	2015	$Change	$Change
	(dollars in thousands)			
Cost of revenue	$1,577	$ 1,860	$ (283)	(15.2)%
Gross margin	82.3%	86.6%		(4.3)

In the year ended December 31, 2016, cost of revenue decreased by $0.3 million, or 15.2%, compared with the prior year period. The decrease in cost of revenue was attributable primarily to a decrease in transcription costs of approximately $0.4 million due to a decrease in per hour transcription fees. The decrease was offset in part by an increase in various engine processing costs of approximately $0.1 million and an increase of approximately $0.1 million in the costs for data storage, resulting from an increase in storage capacity.

Cost of revenue relating to our SaaS business consists primarily of fees paid to our vendors to process, transcribe and store media and cloud infrastructure fees. Our arrangements with vendors typically require us to pay fees that are based on the volume of media that they process for us, and/or on computing time, storage and reserved computing capacity. Cost of revenue also includes hourly fees charged by our third party providers of cognitive engines, which are generally based upon the volume of media, as measured in duration of media, that their engines process via our platform. Cost of revenue relating to our Media Agency Business consists of certain production costs relating to advertising content, and such costs were not material in any of the periods presented. As such, most of our total cost of revenues relates to our AI Platform Business. Gross margin percentages decreased during the year ended December 31, 2016 compared with the year ended December 31, 2015, due primarily to the significant decrease in revenue in our Media Agency Business, which was significantly greater than the decrease in our total cost of revenues during the same period.

Operating Expenses

	Year Ended December 31,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Sales and marketing	$ 8,279	$ 5,735	$ 2,544	44.4%
Research and development	7,900	4,633	3,267	70.5
General and administrative	14,935	7,990	6,945	86.9
Total operating expenses	$ 31,114	$ 18,358	$12,756	69.5
Percentage of revenue:				
Sales and marketing	92.9%	41.2%		
Research and development	88.6	33.3		
General and administrative	167.6	57.4		

Sales and Marketing. The increase in sales and marketing expense in the year ended December 31, 2016 compared with the prior year period was attributable primarily to an increase in independent consultant costs as we continued to expand our marketing efforts in both businesses, increase our sales efforts in our Media Agency Business and build our SaaS licensing sales organization across several vertical markets.

Research and Development. The increase in research and development expenses in the year ended December 31, 2016 compared with the prior year period was attributable primarily to higher personnel costs resulting from a 78% net increase in headcount in the current period and to increases in third-party software development and engineering costs as we continued to focus on enhancing our existing products and developing and introducing new products and other technical functionality.

General and Administrative. The increase in general and administrative expenses in the year ended December 31, 2016 compared with the prior year period was attributable primarily to an increase of approximately $2.4 million in personnel and consultant costs resulting from increases in headcount, a $1.5 million increase in stock-based compensation expense for share issuances to existing stockholders, and a $1.8 million increase in legal fees associated with litigation and general legal services, and accounting fees associated with the audits of our 2014 and 2015 audited financial statements.

Seasonality

We have historically experienced occasional seasonality in our Media Agency Business, which is due primarily to the seasonal nature of some of our customers' advertising activities. For example, in the third quarter of 2015, our net revenues from our Media Agency Business increased significantly, tied to one of our larger customer's three-month advertising campaign related to the start of the professional football season. As such, our revenue levels in our Media Agency Business are impacted significantly by the timing of particular advertising campaigns of our major customers, which can and do vary from period to period.

Quarterly Results of Operations

The following tables set forth our unaudited historical quarterly statements of operations data for each of the eight quarters ended December 31, 2016, as well as the percentage that each line item represents of our revenue for each quarter presented. The information for each quarter has been prepared on a basis consistent with our audited consolidated financial statements included in this prospectus, and reflect, in the opinion of management, all adjustments of a normal, recurring nature that are necessary for a fair presentation of the financial information contained in those statements. Our historical results are not necessarily indicative of the results that may be expected in the future. The following quarterly financial data should be read in conjunction with our audited consolidated financial statements included in this prospectus. The sum of the quarterly amounts may not agree to the annual amounts presented elsewhere in this document due to rounding.

	Quarter Ended							
	Mar 31, 2015	June 30, 2015	Sept 30, 2015	Dec 31, 2015	Mar 31, 2016	June 30, 2016	Sep 30, 2016	Dec 31, 2016
	(unaudited, in thousands)							
Consolidated Statements of Operations:								
Net revenues	$ 2,684	$ 3,235	$ 5,387	$ 2,621	$ 2,076	$ 2,011	$ 2,321	$ 2,503
Cost of revenue	463	544	436	417	320	299	448	510
Gross profit	2,221	2,691	4,951	2,204	1,756	1,712	1,873	1,993
Operating expenses:								
Sales and marketing (1)	1,357	1,543	1,845	991	1,646	1,840	2,202	2,591
Research and development (1)	849	1,054	927	1,803	1,530	1,646	2,181	2,543
General and administrative (1)	1,167	1,523	2,208	3,091	2,010	4,754	3,959	4,212
Total operating expenses	3,373	4,120	4,980	5,885	5,186	8,240	8,342	9,346
Loss from operations	(1,152)	(1,429)	(29)	(3,681)	(3,430)	(6,528)	(6,469)	(7,353)
Other income (expense), net	4	3	4	74	(31)	4	31	516
Loss before provision for income taxes	(1,148)	(1,426)	(25)	(3,607)	(3,461)	(6,524)	(6,438)	(6,837)
Provision for income taxes	1	1	1	1	2	1	2	1
Net loss	(1,149)	(1,427)	(26)	(3,608)	(3,463)	(6,525)	(6,440)	(6,838)
Accretion of redeemable convertible preferred stock	(801)	(802)	(802)	(924)	(794)	(794)	(795)	(821)
Net loss attributable to common stockholders	$(1,950)	$(2,229)	$ (828)	$(4,532)	$(4,257)	$(7,319)	(7,235)	(7,659)

(1) Includes stock-based compensation expense as follows:

	Quarter Ended							
	Mar 31, 2015	June 30, 2015	Sept 30, 2015	Dec 31, 2015	Mar 31, 2016	June 30, 2016	Sept 30, 2016	Dec 31, 2016
	(unaudited, in thousands)							
Sales and marketing	$ 20	$ 20	$ 20	$ 20	$ 24	$ 24	$ 3	$ 20
Research and development	5	5	5	5	6	6	5	14
General and administrative	6	7	7	7	7	1,451	62	108
Total	$ 31	$ 32	$ 32	$ 32	$ 37	$ 1,481	$ 70	$ 142

	Quarter Ended							
	Mar 31, 2015	June 30, 2015	Sept 30, 2015	Dec 31, 2015	Mar 31, 2016	June 30, 2016	Sep 30, 2016	Dec 31, 2016
	(unaudited)							
Consolidated Statements of Operations, as a percentage of revenue*								
Net revenues	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of revenue	17.3	16.8	8.1	15.9	15.4	14.9	19.3	20.4
Gross margin	82.7	83.2	91.9	84.1	84.6	85.1	80.7	79.6
Operating expenses:								
Sales and marketing	50.6	47.7	34.2	37.8	79.3	91.5	94.9	103.5
Research and development	31.6	32.6	17.2	68.8	73.7	81.8	94.0	101.6
General and administrative	43.5	47.1	41.0	117.9	96.8	236.4	170.6	168.3
Total operating expenses	125.7	127.4	92.4	224.6	249.8	409.7	359.4	373.4
Loss from operations	(42.9)	(44.2)	(0.5)	(140.4)	(165.2)	(324.6)	(278.7)	(293.8)
Other income (expense), net	0.1	0.1	0.1	2.8	(1.5)	0.2	1.3	20.6
Loss before provision for income taxes	(42.8)	(44.1)	(0.5)	(137.6)	(166.7)	(324.4)	(277.4)	(273.2)
Provision for income taxes	0.0	0.0	0.0	0.0	0.1	0.0	0.1	0.0
Net loss	(42.8)	(44.1)	(0.5)	(137.7)	(166.8)	(324.5)	(277.5)	(273.2)
Accretion of redeemable convertible preferred stock	(29.8)	(24.8)	(14.9)	(35.3)	(38.2)	(39.5)	(34.3)	(32.8)
Net loss attributable to common stockholders	(72.7)%	(68.9)%	(15.4)%	(173.0)%	(205.1)%	(363.9)%	(311.7)%	(306.0)%

* Columns may not add up to 100% due to rounding.

Quarterly Trends

Our net revenues in the quarter ended September 30, 2015 increased significantly on a sequential basis, due in large part to the net revenues we generated for one customer's three-month advertising campaign related to the start of the professional football season. In August 2015, our media agency revenues trend began to decline, due primarily to the loss of our largest customer, LifeLock, which took their national endorsed radio planning in-house. We expect that our net revenues from our Media Agency Business will continue to fluctuate in future periods based on the timing of our customer's advertising campaigns and the timing of new customer wins. The trend for the AI Platform Business, while a small percentage of our overall revenues to date, has increased in each quarter in 2016, due primarily to the adoption of our platform by customers and our sales and marketing efforts to acquire new customers. We expect that our net revenues from our AI Platform Business may fluctuate from quarter to quarter, but will continue to increase over the longer term.

Our operating expenses have increased primarily to support our continued investment in our product. We expect to incur increased sales and marketing expenses related to promoting our products and acquiring customers in the first part of 2017 compared with the third and fourth quarter levels. General and administrative expenses for the quarters include charges for legal and accounting fees associated with our financing activities, stock-based compensation expense, legal fees relating to litigation and development of our intellectual property. In general, we expect that our general and administrative expenses will fluctuate in future periods based on the timing of such events.

Liquidity and Capital Resources

To date, our principal sources of liquidity have been the net proceeds we received from private sales of equity securities, borrowings on our credit facilities and payments received from customers using our products and services. Since our inception, we completed one round of equity financing through the sales of shares of our Series B preferred stock for total net proceeds of $15.0 million, we borrowed $20 million pursuant to the Acacia Note, and we arranged a secured convertible note financing of up to $8 million. We plan to complete this offering in the first half of 2017, which we expect to generate net proceeds of approximately $12 million ($ million if the underwriters exercise their over-allotment option in full). In addition, upon the closing of this offering, the principal and accrued interest under the $20 million Acacia Note and the $8 million Bridge Notes will be converted into shares of the our common stock and will no longer be outstanding, and the Acacia Primary Warrant will be automatically exercised to purchase shares of our common stock, providing approximately an additional $29.5 million of cash. If we are not able to complete an initial public offering in the first half of 2017, we do not expect that our current cash balances and our cash flows from operating activities will be sufficient to meet our debt obligations as they become due over the next twelve months, which raises substantial doubt about our ability to continue as a going concern. There can be no assurance that we will be successful in achieving our plans to complete this or another offering.

Investment Agreement. On August 15, 2016, we entered into an Investment Agreement with Acacia that provides for Acacia to invest up to $50 million in our Company, consisting of both debt and equity components. Pursuant to the Investment Agreement, we entered into the Acacia Note, which provides for up to $20 million in borrowings through two $10 million advances, each bearing interest at the rate of 6.0% per annum. On August 15, 2016, we borrowed $10 million that had a one-year term (the First Loan) and, on November 25, 2016, we borrowed the remaining $10 million (the "Second Loan") that also had a one year term. Upon the borrowing of the Second Loan, the maturity date of the First Loan was automatically extended to the maturity date of the Second Loan, with both loans becoming due and payable on November 25, 2017. The Acacia Note is secured by essentially all of our assets pursuant to a Security Agreement that we entered into with Acacia dated August 15, 2016. At or immediately prior to the closing of this offering (a) all outstanding principal and accrued interest under the Acacia Note will convert into shares of common stock (assuming interest accrued through December 31, 2016 and an assumed initial public offering price equal to $, which is the midpoint of the estimated price range set forth on the cover page of this prospectus), (b) the Acacia Primary Warrant will be automatically exercised in full for shares of common stock (based on an assumed initial public offering price equal to $, which is the midpoint of the estimated price range set forth on the cover page of this prospectus) for a total exercise price of $, which will be payable to the Company. Pursuant to the Investment Agreement, we have also issued or will issue to Acacia additional warrants to purchase an aggregate of shares of common stock at a weighted-average exercise price of $ (based on an assumed initial public offering price of $, which is the midpoint of the estimated price range set forth on the cover of this prospectus).

Secured Convertible Bridge Note Financing. In March 2017, we entered into the Note Purchase Agreement with Acacia and VLOC, LLC, which provides for an $8.0 million line of credit pursuant to the Bridge Notes, which accrue interest at the rate of eight percent (8%) per annum, compounded quarterly. The Bridge Notes are due and payable on November 25, 2017, and our obligations under such notes are secured by a security interest in substantially all of our assets, which is of equal priority to the security interests of Acacia under the Acacia Note. The initial $2.0 million installment under the line of credit is required to be funded within five business days following the execution of the Note Purchase Agreement, and the remaining amounts may be drawn down in tranches of $2.0 million per month commencing April 15, 2017. If this offering is not completed by April 30, 2017, the lenders may, but are not obligated to, continue making advances under the line of credit after that date. Upon the completion of this offering, all of the notes will automatically be converted into an aggregate of shares of our common stock at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus). Immediately prior to the completion of this offering, each purchaser will have the option to purchase any remaining notes, which will be converted as provided above. In connection with this financing, we issued an aggregate of 200,000 shares of our common stock to the lenders upon the execution of the Note Purchase Agreement. In addition, upon the funding of each installment, we will issue to the lenders, in the aggregate, (a) an additional 75,000 shares of our common stock, and (b) fully vested warrants to purchase a number of

shares of our common stock equal to the greater of (i) 0.375% of our fully diluted shares outstanding prior to this offering, and (ii) 0.375% of our fully diluted shares outstanding following completion of this offering. Such warrants have a term of ten years following the date of issuance and have an exercise price per share equal to the lower of $8.1653 or the initial public offering price.

Cash Flow Analysis

A summary of our operating, investing and financing activities is shown in the following table:

	Year Ended December 31,	
	2016	2015
Cash (used in) provided by operating activities	$ (26,502)	$ 2,403
Cash used in investing activities	(137)	(494)
Cash provided by (used in) financing activities	19,520	(1,459)
Net (decrease) increase in cash and cash equivalents	$ (7,119)	$ 450

Net Cash (Used in) Provided by Operating Activities

In the year ended December 31, 2016, our operating activities used cash of $26.5 million, due primarily to our net loss of $23.3 million and to a reduction in accounts payable resulting from payments to media outlets made during 2016 for advertisements aired in 2015 for which we had received prepayments from our customers in 2015. A key driver of our operating cash flow has been the timing of prepayments received from our media customers for advertisements, and the payments by us to media outlets of the related charges for those advertisements. Our Media Agency Business typically collects cash from our advertising customers and then pays the media outlet for the advertisement that we arranged on behalf of our customer. Many customers pay us for their advertisements before the advertisement is aired. Local media outlets require payment before an advertisement is aired, so the time period that we hold the cash for those advertisements is relatively short. National media outlets expect payment up to four months after the advertisement is aired, so we may accumulate cash in one period that will be paid to media outlets in a future period. The combination of changes in 'accounts receivable', 'expenditures billable to clients', 'customer advances' and 'accrued liabilities' was an increase of $4.5 million for the year ended December 31, 2016. These four accounts record our gross billing and collection transactions with our advertising customers. The combination of these four accounts is not usually significant to our cash flow from operations because, as an agent, we do not typically pay for advertisements before we receive cash from our customers. The net loss in the year ended December 31, 2016 included a non-cash expense of $1.4 million for common stock awarded to our founders.

In the year ended December 31, 2015, our cash flows from operating activities provided cash of $2.4 million despite our net loss in that year of $6.2 million, due primarily to the collection of customer advertisement payments in 2015 which were not paid to the national media outlets until 2016.

For the year ended December 31, 2015, cash provided by operating activities consisted primarily of our net loss of $6.2 million adjusted for non-cash items, including $0.1 million of stock-based compensation expense and $7.9 million of cumulative changes in operating assets and liabilities. With respect to changes in operating assets and liabilities, accounts payable and other accrued expenses increased approximately $9.0 million, which was due primarily to longer payment cycles to vendors. Accounts receivable and prepaid expenses decreased approximately $0.6 million, which resulted primarily from the decrease in revenues and the timing of cash receipts from certain of our larger customers, as well as lower pre-payments for future advertising and certain prepaid operating expenses.

Net Cash Used in Investing Activities

	Year Ended December 31,	
	2016	2015
Cash used in investing activities:		
Capital expenditures	$ (37)	$ (22)
Software development expenditures	—	(472)
Other	(100)	—
Net cash used in investing activities	$ (137)	$ (494)

In the year ended December 31, 2015, cash used in investing activities was $0.5 million, which consisted primarily of expenditures for the development of our AI platform.

Net Cash Provided by (Used in) Financing Activities

	Year Ended December 31,	
	2016	2015
Cash provided by (used in) financing activities:		
Proceeds from issuance of note payable	$ 20,000	$ —
Debt issuance costs	(168)	—
Warrant issuance costs	(253)	—
Deferred IPO costs	(136)	—
Payment for repurchases of Series A-1 preferred stock and common stock	—	(1,459)
Proceeds from exercise of stock options	77	—
Net cash provided by (used in) financing activities	$ 19,520	$ (1,459)

In 2016, cash provided by financing activities was approximately $19.5 million and was comprised primarily of proceeds from the issuance of the note payable to Acacia for $20.0 million. In 2015, cash used in financing activities was $1.5 million, which was comprised of the repurchases of common and preferred shares described under "— Stock Repurchases" above.

Contractual Obligations

The following table sets forth, as of December 31, 2016, our contractual obligations by period.

	Payments Due by Period			
	1 to 3 Years	3 to 5 Years	More Than 5 Years	Total
	(in thousands)			
Debt obligations	$20,000	$ —	$ —	$20,000
Operating lease obligations	237	—	—	237
Total	$20,237	$ —	$ —	$20,237

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.

Quantitative and Qualitative Disclosure of Market Risk

We are exposed to certain market risks in the ordinary course of our business. These risks primarily include interest rate sensitivities as follows:

Foreign Currency Risk

To date, our revenues and expenses have been primarily based in the U.S. and in U.S. dollars. Therefore, we have not been exposed to foreign exchange rate fluctuations.

Interest Rate Risk

We had cash and cash equivalents of $12.0 million as of December 31, 2016, which consisted of bank deposits and money market funds. The cash and cash equivalents are held for working capital purposes. Such

interest-earning instruments carry a degree of interest rate risk. To date, fluctuations in interest income have not been significant. The primary objective of our investment activities is to preserve principal while maximizing income without significantly increasing risk. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. Due to the short-term nature of our investments, we have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in interest rates. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our consolidated financial statements.

Impact of Inflation

We do not believe that inflation has had a material effect on our business.

Jumpstart Our Business Startups Act of 2012 (JOBS Act)

In April 2012, the JOBS Act was enacted. Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We intend to take advantage of such extended transition period. Section 107 of the JOBS Act provides that we can elect to opt out of the extended transition period at any time, which election is irrevocable. We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements under the JOBS Act. Subject to certain conditions, as an emerging growth company, we may rely on certain of these exemptions, including without limitation, (i) providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an emerging growth company until the earlier of (a) the last day of the fiscal year in which we have total annual gross revenues of $1.0 billion or more; (b) the last day of the fiscal year following the fifth anniversary of the date of the completion of this offering; (c) the date on which we have issued more than $1.0 billion in nonconvertible debt during the previous six years; or (d) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

BUSINESS

Overview

Veritone has developed a proprietary artificial intelligence platform that unlocks the power of cognitive computing to transform unstructured audio and video data and analyze it in conjunction with structured data in a seamless, automated manner to generate actionable intelligence. Our cloud-based open platform integrates and orchestrates an ecosystem of best-of-breed cognitive engines in a wide range of classes to reveal valuable multivariate insights from vast amounts of audio, video and structured data.

Our platform incorporates proprietary technology to manage and integrate a wide variety of AI processes to mimic human cognitive functions such as perception, reasoning, prediction and problem solving in order to quickly, efficiently and cost effectively transform unstructured data into structured data. Our platform stores the results in a searchable, time-correlated database to create a rich, online, searchable index of audio, video and structured data, enabling users to analyze the information in near real-time to drive business decisions and insights.

Our mission is to bring the power of AI-based computing to enterprises of all sizes through a cloud-based platform that integrates multiple cognitive engine capabilities in a single platform. Our scalable platform is based on an open architecture that enables new cognitive engines to be added quickly and efficiently, resulting in a future proof, scalable and evolving solution that can be easily leveraged for a broad range of industries that capture or use audio and video data, including, without limitation, media, politics, legal, law enforcement and other commercial and retail vertical markets. By offering our solution via a SaaS delivery model within a real-time, intuitive framework, we believe we have modernized what historically has been a time-consumming, labor intensive and expensive process that previously could only be accessed via closed database systems that were cumbersome and difficult to scale.

Industry Background

According to Gartner, Inc., 80% of the world's data is unstructured and cannot be easily and efficiently searched, accessed or utilized. Unstructured data continues to grow at an accelerating rate and represents the vast majority of all data created, with 90% of the world's data being created in the past two years. IDC predicts that the total amount of digital data created worldwide will grow from 4.4 zettabytes in 2013 to 44 zettabytes in 2020. Enterprises, including businesses and government agencies, recognize the utility of leveraging this rapid proliferation of data and are turning to artificial intelligence and analytics to increase their capabilities and efficiency. However, such enterprises lack the proper tools to collect, organize, access and analyze the rapidly growing variety, velocity and volume of data in real-time.

According to IDC, the worldwide revenue from the market for cognitive systems and artificial intelligence is expected to grow from approximately $8 billion in 2016 to more than $47 billion in 2020. We believe that our platform and related services address a subset of such overall AI market. AI systems, particularly cognitive systems based upon machine and deep learning, are increasingly being designed to adapt and make sense of the complexity and unpredictability of unstructured data, such as text, audio and video. Deep learning enables computers to discern patterns in large sets of data without being told what to look for. These machine learning algorithms can perform a wide range of functions, such as "reading" text, "seeing" images and "hearing" natural speech, and in turn interpret that information, organize it and offer explanations of what it means, along with the rationale, conclusions and applicable recommendations for such information. These systems can also improve the accuracy of their results with training and use. However, current machine learning algorithms are generally only effective when applied to a single, narrowly defined problem, which limits the amount and type of metadata that can be extracted and the nature of inquiries and analyses that can be performed, and therefore limits the usefulness of any single cognitive engine in real-world applications.

For companies looking to harness the power of their unstructured data, this presents significant challenges. Many applications require multiple cognitive processes to be performed on unstructured data, and for the results to be correlated with structured data of the user or third parties. Most current AI-based solutions focus primarily on a single or narrow set of cognitive engines, which limits the amount and type of metadata that can be extracted and the nature of inquiries and analyses that can be performed. Only a few companies have the capability to analyze and correlate the results from multiple classes of cognitive engines, and we believe that even such companies require the data to be ported to their own proprietary engines, thereby preventing them from accessing a multitude of third party cognitive resources. As a result, most current AI-based solutions are limited due to the difficulties in concurrently accessing large amounts of data in an efficient and cost-effective manner and their inability to perform complex multivariate searches across different vendor agnostic cognitive engines. In addition, identifying the best algorithm to perform each task can be very challenging as both the user's needs and the relative performance of algorithms change over time, and switching algorithms within a closed system can be expensive and time consuming.

Our Solution

Our innovative AI-based ecosystem intelligently orchestrates multiple best-of-breed cognitive engines within a single cloud-based solution to process information in volumes that can far exceed human cognitive capabilities. Our proprietary technology enables users to run comprehensive, multivariate queries, correlations and analyses in near real-time using multiple cognitive engines and data sets, integrating and refining the outputs. Our solution can also ingest and analyze structured data in correlation with the processed data. For example, our media users can use our system to identify instances where advertiser names or logos appear in a broadcast, and then correlate those instances with Nielsen data to measure the number of impressions generated by the ad, web traffic data to estimate the traffic driven by the ad, or their own sales data, to provide actionable intelligence regarding their advertising campaigns. In addition, by using multiple cognitive engines from different providers within the same class and across different classes, our AI system can generate extensive and varied training data to more efficiently learn and thereby quickly improve accuracy and analyses. A key principle of AI-based systems is that the more data that is ingested and processed, the better the accuracy and predictive value that can be achieved.

Our platform is an open architecture system that allows third-party developers to easily integrate additional cognitive engines and applications within our platform, which makes our solution readily scalable for a broad range of processes and vertical markets. We plan to add additional cognitive engines in a variety of categories to ensure that users can access a broad selection of capabilities across the classes of cognition, all of which can be accessed via a simple, easy-to-use and tightly integrated platform. Our goal is to create a broad ecosystem, offering all major cognitive engine capabilities on a single open and integrated platform.

Currently, we incorporate over 40 cognitive engines of various classes and types from multiple third party vendors, including Google, IBM, Microsoft, Nuance, and Hewlett Packard, among others, in addition to several Veritone developed cognitive engines. We continually seek to add new cognitive engines to ensure that users can have the best selection of capabilities from multiple vendors in a broad range of categories. These cognitive engines use advanced algorithms to capture and extract data on the contents of such media files for a variety of cognitive capabilities including, but not limited to, transcription, face detection, face recognition, object recognition, sentiment analysis, language translation, audio/video fingerprinting, geolocation, optical character recognition, logo recognition, metadata extraction, and media format transcoding. Users can then access our applications to perform analytics on such data. By using multiple cognitive engines to process their data, users can gain more accurate and in-depth analysis, more efficiently and cost effectively than any single engine solution.

We have, and are developing, proprietary Conductors to analyze media files and intelligently route them to the most appropriate cognitive engines within a cognitive class to improve the performance, cost and speed of the data analysis process, enabling users to achieve higher accuracy and derive more robust intelligence from their

media. Our Conductor for voice-to-text transcription uses multiple machine learning algorithms, including deep learning neural networks, to train, test and validate datasets to predict the best transcription engine for the user's specific media. We plan to expand this capability to other cognitive classes, including object detection.

Once media has been processed on our platform, we store the results of the cognitive engine processing in a searchable, time-correlated temporal elastic database (TED), allowing users to have a rich, online searchable index of their media. TED provides immediate access to processed media through a dynamic multivariate toolset that enables queries of all elements within, around and derived from the media. TED's architecture leverages several commercial, open source, distributed and non-relational databases with proven scalability and performance characteristics.

Our platform encompasses the following processes:

- *Ingestion*: Unstructured data is captured in a myriad of formats. Our platform captures and ingests public and private media (audio, video and structured data sets in most digital formats and various protocols) through various adapters that are specific to each ingestion source. We have developed special purpose adapters, internally and via third party developers, to enable the seamless ingestion of large data sets into our platform from the most popular data sources and formats, such as Google Drive, DropBox, Box, YouTube, RSS, FTP and various media streaming protocols. We plan to continue to expand our current collection of adapters to enable the capture of nearly all media forms and sources of media.
- *Processing*: Once the media is captured into our platform through the ingestion process, we transform (transcode) the media into a suitable format for processing. The media is then run through one or more cognitive engines depending on the information and analysis desired by the end user, which extract and/or add useful metadata from and to the media. The cognitive engines in our ecosystem currently include the following cognitive classes: transcription, face detection, face recognition, object recognition, sentiment analysis, language translation, audio/video fingerprinting, geolocation, optical character recognition, logo recognition, metadata extraction, and media format transcoding.
- *Proprietary Indexing and Storage*. The metadata produced by our cognitive processing is indexed and stored in a temporal elastic database that correlates disparate metadata derived from various cognitive engines across our platform or from third-party data sets. The temporal aspect of the database design is essential to its power to correlate time based audio and video streams and structured data sets. We can dissect and analyze any of the media files and metadata therein, producing a multi-dimensional index for ease of search, discovery and analytics.
- *Applications and Cognitive Analytics*. Once the media has been indexed and stored, cognitive analytics can be deployed to uncover relationships, enable insights and recommend actions. We have developed four SaaS-based applications to facilitate the use of our platform and enable users to discover patterns across a diverse set of media to correlate data, optimize objectives and provide near real-time insights. Our hosted applications enable users to process and manage media files within our platform, run cognitive processes against their media files, access and find the data they need, share media internally or externally and review any chosen media file or clip,

Our Services and Target Markets

Media Agency Services

Veritone's founders are pioneers in digital advertising and leaders in the industry, who founded several high profile businesses in the media industry including AdForce (acquired by CMGi), 2CAN Media (acquired by CMGi) and dMarc Broadcasting (acquired by Google). At the time Veritone was founded in 2014, we acquired a full service audio advertising agency, which is now Veritone's wholly-owned subsidiary, Veritone One, Inc. Veritone One creates and places native and traditional advertising and specializes in host-endorsed and influencer

advertising, providing unmatched service, technology and performance. Our services include media planning and strategy, media buying and placement, campaign messaging, clearance verification and attribution, and custom analytics. In 2016, Veritone Media placed over $75 million in media advertising for our advertising clients, which included Uber Technologies, Inc., 1-800 flowers.com, Inc., Dollar Shave Club, DraftKings, Audible (Amazon), Casper Sleep, Tommy John, and others.

We initially used our platform to help our advertisers improve their media placements and maximize the return on their advertising spending using real-time ad verification and media analytics. Using our platform, we can manage, deliver, optimize, verify and quantify native and spot-based advertising campaigns and content distribution for our clients across multiple channels, including broadcast radio, satellite audio, streaming audio, broadcast and cable television, YouTube (digital video) and podcasting. Although we intend to focus on our SaaS business, we plan to continue to provide advertising placement services.

SaaS Solutions

Media SaaS. We commenced commercial licensing of our SaaS solutions in April 2015 with an initial focus on the Media market, to provide media owners and broadcasters with visibility on ad placements and the effectiveness of their media campaigns. We license access to our platform via a SaaS model directly to such media owners and broadcasters, which include, but are not limited to, radio and television stations, advertising agencies, advertisers, sports and entertainment properties and networks. In addition, our SaaS customers use our solutions to automatically index and organize their audio and video content so that they can search, discover and analyze their media for programming and optimization across their broadcasts, streams, websites, podcasts and social media channels. We also license access to our Veritone Media Index to broadcasters, media owners and other advertising agencies.

For broadcast clients and media owners, we generally take the actual audio and/or video feeds directly from the client and ingest them into our platform. Next, the media is run through various cognitive engines such as transcription and logo detection, where the resulting data becomes searchable and actionable. Our clients can index their content down to the second or frame, to provide near real-time ad verification, content segmentation and integrated audience analytics. Our platform allows our clients to optimize their advertising spending across various media channels with near real-time ad verification and integrated audience analysis. Broadcasters and other media clients can also create new short-form and on-demand products to extend customer engagement, search and discovery and monetization. In addition, based on learning generated by our cognitive engines, these media clients can efficiently create new programmatic content, tailored towards specific users.

Politics. In the Politics vertical market, our platform enables political organizations such as campaigns, political consultants, elected officials, Committees, PACs, SuperPACs and special interest groups to analyze public and private media, conduct research and provide access to previously inaccessible data. The historical dominance of the big four national broadcast networks has splintered into thousands of blogs, video sites, and social channels with around-the-clock coverage of candidates and issues, significantly increasing the challenge of monitoring media coverage and voter sentiment. Our platform can transform multiple media sources (broadcast radio, TV, YouTube, podcasts and customers' own media such as stump speeches and tracker videos) using multiple cognitive engines to provide previously untapped resources of critical information that can be easily searched and acted upon in near real-time. Users can also ingest and analyze structured data, such as voter registration data and donor databases, in correlation with the processed data. Our solution, which includes the Veritone Media Index, gives political operatives tools to quickly identify a candidate's positions on key issues, identify flip-flopping or inconsistencies, monitor media coverage of issues and trending topics, understand local voter sentiment, and rapidly clip and share public media coverage on social media or in email campaigns to donors for rapid response. Our platform can be used throughout the life cycle of a political organization, from exploring a candidacy and fundraising, to shaping a narrative and communicating with voters. According to the Campaign Finance Institute, total campaign spending is expected to reach $2.0 billion in 2016. The biggest increase in spending was in non-party independent expenditures, which increased from $105.6 million in 2010 to

$387.3 million in 2014. Independent groups have become increasingly prominent in recent years, and the Pew Research Center estimates that they collectively made expenditures of $608 million in the 2012 presidential election cycle and $339 million in the 2014 mid-election cycle.

Legal. Within the Legal market, we are focused initially on eDiscovery, where audio and video content analysis continues to play an increasingly pivotal role in litigation. The eDiscovery segment includes a broad range of software and managed service providers with strong existing capabilities for identifying, collecting and producing electronically stored information, or ESI, primarily from text-based documents, including email. Historically, eDiscovery processing has disregarded audio and video files due to the high cost and complexity involved in automatically identifying relevant keywords, phrases or other details contained therein. Professionals in the legal market face escalating volumes of audio and video content resulting from voice mails, cameras and other digital evidence devices. Our SaaS solution leverages AI and the scale of the cloud, combined with our broad cognitive engine ecosystem, to enable professionals to quickly search and analyze audio, video and structured data to identify particular words, phrases, sentiments and voices at a fraction of the cost of other legal eDiscovery solutions. Our platform provides an easy to use and cost-effective, cloud-based solution for storing, organizing and analyzing evidentiary media to help legal professionals quickly find the critical details necessary to win their cases. According to ComplexDiscovery, the market for eDiscovery software and services is estimated to reach $8.3 billion in 2016, with the software segment of that market comprising approximately $2.2 billion, of which approximately 70% is estimated to be delivered via SaaS offerings. We have recently entered into an agreement with kCura, a leading provider of eDiscovery software solutions, and have integrated our platform with Relativity, kCura's eDiscovery software platform, enabling Relativity users that license the Veritone platform to leverage our capabilities to perform large-scale, automated analytics of audio and video files as part of their e-discovery and compliance efforts. We have also entered into nine reseller agreements with providers of eDiscovery services and solutions, as well as licensing agreements with three multinational law firms, pursuant to which they are using our platform to analyze the vast amounts of audio and video data evidence in current litigation, which was previously too expensive to access and use effectively. We also believe that our platform can be used by customers in a broad range of industries, particularly regulated industries, to increase the effectiveness and efficiency of their compliance efforts. For example, users can use our platform to monitor recorded phone calls to identify compliance issues such as off-label marketing of pharmaceuticals or improper securities or financial product sales practices, in near real time.

Law Enforcement and Public Safety. We have recently ported our platform to Microsoft Azure's secure government cloud, to enable police and other government authorities to organize and gain insight from the large amount of audio, video and structured data they accumulate on a daily basis, including from police body cameras, police car recorders, 911 audio tapes, surveillance cameras and a variety of other digital media technologies. IHS Markit estimates that there were approximately 350 million professionally-installed surveillance cameras operating globally at the end of 2016, and that surveillance cameras will generate 859 petabytes of data every day in 2017, more than double the total in 2013. As the volume of video data collected has grown enormously, so has the challenge of reviewing that data to assist in investigations. In most cases, due to the unstructured nature of this video data, it currently must be reviewed manually, a task that consumes huge amounts of time and causes delays in investigations. For example, the BBC reported that it took the police four months to investigate 200,000 hours of surveillance camera footage to identify suspects from the London riots that occurred in 2011. As a result, such data largely has not been used other than as back up to protect police and government agencies from potential claims. In addition to the challenges of using the huge volumes of video footage being collected, authorities are also faced with the daunting task of responding to requests for such information from the public. Many states have statutes that require public agencies to provide certain information, including in many cases audio and video files, and eight states have passed laws mandating that video content must be stored for 180 days. Reviewing video footage to identify and authenticate the appropriate footage to be disclosed is currently a time-consuming, largely manual process. We are actively engaged in negotiations with various police departments and certain related agencies to provide access to our SaaS solutions. Our platform should enable police and other government agencies to organize, store, manage and access the huge amounts of data they are collecting from multiple disparate sources much more efficiently and effectively to assist in investigations, gain insights on their operations, improve service and training and identify issues.

Other Vertical Markets

The open architecture, modularity and power of our platform make it easy to scale and adapt our solutions to a variety of other vertical markets without significant cost or integration requirements. We are currently developing industry-specific solutions for a broad range of customers to enable them to leverage our platform to analyze public and private audio, video and structured data. The initial other vertical markets that we are planning to pursue include commercial security and retail.

We believe the opportunity for our platform in these markets is driven by the industry's migration from analog, on-premise security solutions to "VSaaS"—Video Surveillance-as-a-Service, which is a web-hosted, wireless security system that allows users to remotely store, manage, record, play and monitor surveillance footage—entirely in the cloud. The footage is not stored onsite, and users do not need recording software, only an IP camera system, an Internet connection and a VSaaS provider. VSaaS is a remote approach to video surveillance systems, as opposed to an on-site video security system. With VSaaS, IP cameras are installed at the desired location and then stream security footage to the provider's site. Since VSaaS is managed in the cloud, users can access footage or cameras from anywhere at any time through a desktop, laptop or mobile device. According to Radiant Insights, by 2020, the global market for video surveillance and VSaaS is expected to be worth approximately $49 billion, with 85% of the market focused on safety and security, and 61% of the market concerned with theft and loss prevention. We believe these verticals can benefit from being able to access and utilize intelligence embedded in audio, video and structured data captured by a variety of sources from closed-circuit television cameras in public spaces, to video surveillance data collected from security cameras and in-store video cameras installed in most major retailers. All of these sources are collecting petabytes of information that can be ingested for analysis, archiving, search and discovery, using machine learning predictive and analytics software. We believe our platform can be easily modified to address these other vertical markets.

Our Competitive Strengths

Our market-based solutions leverage our proprietary platform to provide our customers with unique data insights into their own unstructured or publicly available media, together with structured data. On a daily basis, our platform ingests and processes thousands of hours of public media, such as radio, television, podcasts and YouTube, as well as privately sourced media and other data, and transforms the unstructured audio and video content into a near real-time searchable, digital index. Our platform was built on the core premise that any AI-based platform must be open, scalable and modular in order to deliver best-in-class solutions to our diverse customer base. Our competitive strengths include the following:

One Open Platform, Integrated Multi-Cognitive Processing. Our open platform allows third-party AI engines to be easily integrated onto our platform and participate in our AI marketplace via an API integration. We currently offer over 40 cognitive engines on our platform across most major categories of cognition. Our goal is to create a broad ecosystem offering all major cognitive engine capabilities on a single open and integrated platform. This business model enables our customers to send their data to one cloud-based platform, run multiple cognitive processes, correlate the resulting disparate metadata from varying third party engines, and analyze, capture and share results without leaving their Veritone user session. As our business expands, we plan to increase the number of supported instances of our platform within public and private cloud environments and across multiple geographies.

Veritone Proprietary Conductors. Our platform architecture allows us to incorporate proprietary Conductors that manage media and data processing within selected engine classes by choosing and deploying the best cognitive engines to use, based upon performance, cost and speed, to generate the best results. We have released a Conductor for voice-to-text transcription and plan to develop Conductors for additional cognitive engine classes, including object and logo recognition. We maintain data on the relative performance of each transcription engine in our ecosystem, which we believe will enable us to automatically select, in near real-time, the engines to deploy based upon our automated review of the media being processed, including any metadata therein.

Multi-Tenant Architecture. Our multi-tenant architecture enables all of our customers to operate on our platform while securely partitioning their application usage and data. This enables our customers to benefit from rapid computing, reduced costs, and economies of scale that are inherent in cloud-based computing environments.

Secure. Our platform is run and executed within "containers" that are secure and encrypted and all of the transport of data is encrypted in accordance with industry best practices. We also have a secure, government cloud deployment of our platform within Microsoft Azure's Government cloud to enable government and public safely related customers to maintain their CJIS (Criminal Justice Information Services division of the FBI) and FedRAMP (Federal Risk and Management Platform) compliance when using our platform. We plan to continue to follow industry best practices that govern access to our platform to ensure that private media remains behind appropriate firewalls.

Cloud Agnostic. Our platform currently resides on Amazon's Web Services cloud, and we have recently deployed our platform to run on Microsoft Azure's government cloud as well. Azure is a secure cloud that should allow us to address the needs of the public safety markets. We believe we will be able to deploy our platform on a variety of cloud infrastructures and within varying geographic regions and countries, which will be necessary for future international expansion.

Modular and Industry-Specific Applications. The modular structure of our platform enables rapid development of applications that convert customer data into actionable insights relevant for different markets. We have created and demonstrated the use cases for our media and advertiser applications, which enable customers to solve difficult problems such as programmatic ad verification and tracking of audience measurement correlations, and which provide tools to find, select and edit long form media content into short-form media shareable on social media. Our platform enables customers and developers to write applications on our platform that address specific customer use cases. One example of an application under development or evaluation in new vertical markets is in-store retail intelligence. In retail environments, efforts are underway to help retailers seeking to gain intelligence from in-store security cameras to invoke our platform to ingest, process and analyze video footage and correlate customer traffic and in-store location patterns with check-out and register data. Having immediate access to this enhanced intelligence should allow retailers to more fully understand customer interests to ascertain which SKUs are attracting interest and moving to the register in near-real time.

Our Growth Strategies

We plan to expand our market presence and business by pursuing the following growth strategies:

Expand Revenues and Gain Broad Market Acceptance for Our SaaS Solutions. We plan to use a portion of the proceeds of this offering to expand our sales and marketing capabilities and branding campaign to aggressively pursue wider recognition for our technology and capabilities. In this regard, we plan to expand our direct sales team, leverage relationships with leading value-added resellers (VARs) and strategic independent sales organizations to expand sales and generate new customers. We also recently launched our self-service website, so that users can begin to access our platform directly through the internet on a limited basis. Our goal is to expose a large number of consumers to our capabilities and features.

Increase Penetration in Existing Markets. We plan to continue to enhance our relationships within our existing target markets to expand our penetration of those accounts and grow our SaaS offerings in these markets. In this regard, we plan to align with leading providers in each of our key vertical markets.

Expand into Other Vertical Markets. We plan to drive greater awareness and adoption of Veritone by enterprises across our existing target markets, as well as by other markets such as the Commercial Security and Retail industries. We intend to increase our investment in sales and marketing to meet evolving customer needs in these targeted markets.

Continue Significant Investment in our Technology Platform. We plan to continue to invest in building new software capabilities and extending our platform to bring the power of contextual communications to a broader range of applications, with expanded functionality and capabilities. In the past three months, we have added 13 cognitive engines to our platform and are planning to expand our Conductor's capabilities to work with additional classes of cognitive engines. We also plan to further expand the feature sets of our platform for specific markets and enhance our overall capabilities.

Selectively Pursue Acquisitions and Strategic Investments. We plan to selectively pursue acquisitions and strategic investments in businesses and technologies that strengthen our platform, enhance our capabilities and/or expand our market presence in our core vertical markets.

Our Technology

Ingestion and Adapters. Our solution enables developers to extend the platform via developer modules called Adapters, which are pluggable software components that can be written by any developer and added to the platform. Adapters are specific to the ingestion source type and allow for media from that source to be processed via the Veritone recording infrastructure and flow through our platform.

We have built a scalable, source and type agnostic media ingestion process that utilizes adapters, which are lightweight software modules purpose-built to capture media from wherever it resides, to ingest media into our platform for further processing, actions and analytics. Our ingestion platform includes an adapter module framework that allows our ingestion system to dynamically load any external source adapter (i.e. Microsoft OneDrive, DropBox, Box, Google Drive, HTTP/RTSP/RTMP Streams, etc.) and download/stream and ingest the source media automatically.

Our system also supports dynamic adapter module loading, unloading, and upgrading from external sources (such as Node Package Manager (NPM)) and automated clustering and scalability based on ingestion source load, and intelligent streaming from sources with live transcoding and storage to multiple destinations.

The ingestion and recording platform uses a proprietary streaming server known as a Pacman to continue to stream/download and ingest media from its configured source utilizing the source adapter. Depending on the adapter, the mechanism for receiving the new media may be push, event based or a polling delta cursor. For stream-based adapters, the adapter connects and stores the stream at scheduled intervals.

Our platform integrates four primary classes of cognitive capabilities in our platform: (i) media ingestion and transformation; (ii) cognitive processing; (iii) proprietary indexing, correlation and storage; and (iv) application, which includes prediction and analysis. In addition to the foregoing primary classes of cognitive capabilities, engines are also divided into additional classes based on their requirements for processing and anticipated outputs:

- *Primary Engines*. Primary cognitive engines require no prerequisite cognitive engine data from other engines. All primary cognitive engines write data that is correlated to the media being processed. Primary cognitive engines may not use more than one media type, but can use metadata, third party data, libraries and Conductor data.

- *Secondary Engines*. Secondary cognitive engines require prerequisite cognitive engine data from other engines to run. All secondary cognitive engines write data that is correlated to the media being processed. Secondary cognitive engines may not use more than one media type, but can use metadata, third party data, libraries and conductor data.

- *Cluster Engines*. Cluster cognitive engines may run against multiple media sources. They may write their output to 1-n media files that they were run against. These cognitive engines have all the other operating characteristics of secondary engines.

Distributed Computing SaaS Platform. Cognitive engines are generally executed in a robust distributed computing environment for processing. As cloud computational speed, power and scalability have dramatically improved, we have capitalized on this trend by creating the first cloud-based software platform to ingest audio and video media assets from wherever they reside and extract cognitive data produced by a broad range of third party cognitive engine developers, such as Microsoft, Nuance, IBM and HP, among others. We have developed a distributed computing system for the scalable processing of media using cognitive engines, which is built based on POSIX/UNIX principles, and enables us to efficiently achieve massive scale in processing media.

Conductors. We are leveraging the latest developments in artificial intelligence to expand the capabilities of our Conductor technologies to manage and route data through the best engines in each cognitive class. We have created the tools to test and validate the results of voice-to-text transcription engines and automatically select the best cognitive engines to deploy for different types of media, and we are working to expand these capabilities for a variety of other types of cognitive engines. By intelligently routing media through a dynamically generated cognitive workflow consisting of disparate engines from various providers, we expect that, in the future, our Conductors will be able to automatically select the optimal engine in each cognitive class for the user's specific needs.

Proprietary Indexing. Utilizing our proprietary TED database, we have the unique ability to synthesize various disparate cognitive data in a cohesive, time-based format, allowing users to access intelligence heretofore unattainable from their media. One of our applications, Veritone Discovery, allows for immediate access to data through dynamic, multivariate querying of the elements within, around and derived from media, as well as structured data of the user or third parties. Elements include, but are not limited to, cognitive engine outputs (transcripts, translations, recognized objects and faces, etc), file metadata, user-associated metadata such as content template outputs and freeform tags. The resulting data is indexed in TED in a time-correlated manner, allowing for the synthesis of disparate data in a cohesive, time-based approach. While storage agnostic, TED currently runs on Elasticsearch, leveraging the Apache Lucerne inverted index architecture.

Core Applications. We have developed four core applications that comprise the base level services of our platform and enable users to ingest and manage media files within our platform, run cognitive processes against their media files, access and find the data they need, share media internally or externally, review any chosen media file or clip, and analyze the resulting attributes of any media file processed by its cognitive features. Our core applications include the following:

- *Admin*. Veritone Admin is an application that enables our users to manage their account settings, users, access and features within an account.
- *CMS*. Veritone CMS, or Content Management System, is a hosted application that enables our users to ingest, process and search their media. The CMS application provides a common workflow for adding media sources, such as various cloud drive providers (DropBox, Box, Google Drive), stream protocols (HTTP, RTMP, RTSP) and others by adding the sources to CMS. Furthermore, cognitive workflows can be assigned to media sources, allowing an automated customized processing of media from each distinct media source. Once media has been ingested into the CMS system, the media can be managed, edited and further processed by cognitive engines within the application.
- *Discovery*. Veritone Discovery is an application within our platform that allows users to create and execute direct searches against cognitive engine output, either through predefined queries called Watchlists, or via ad-hoc searches. Once a user has generated a search result from a Watchlist or ad-hoc search, they are able to take several permission-controlled actions. These actions include viewing the media snippet, downloading the snippet, editing the cognitive engine metadata, verifying content in the search results and sharing the search results and associated media clips individually or including them as part of a Collection.
- *Collections*. Veritone Collections is an application within our platform that presents groupings of search results or Watchlists in shareable units called Collections. A Collection of search results can be titled

and described, then shared externally, via email, link or embedded widget. Users can edit the search results within a Collection from the application before sharing.

Sales and Marketing

As of December 31, 2016, we had 26 full time sales and marketing employees, whose focus is to work together to accelerate the adoption of our platform, to drive awareness and increase brand recognition of our platform and technologies, to improve new customer acquisitions and to increase revenue from our existing customers.

SaaS Sales and Marketing Strategy. We currently conduct our SaaS sales and marketing activities through a combination of our direct sales force, who primarily focus on particular vertical markets and are supported by our inside sales team, as well as indirect channel partners such as VARs and referral partners. In addition to targeting new customers, our direct sales team is responsible for driving renewals of existing subscriptions as well as increased adoption of our software by existing and new customers. We intend to use a portion of the proceeds from this offering to expand our sales organization based in the United States and to increase international sales, initially in Europe in order to drive greater market penetration in EMEA and APAC. From a marketing perspective, we are focused on increasing our brand name recognition within each of our target vertical markets, and have engaged a third party public relations firm to assist in this process. Our marketing efforts include providing media support to our direct sales force, as well as trade advertising and trade show outreach. Our marketing efforts also include a branding and digital campaign strategy designed to reach both market influencers and the media.

Veritone Media Placement Services. We market and sell our advertising services through a combination of our direct field sales and indirect channel sales. We primarily market and sell directly to advertisers through outbound sales networking and client and partner referrals. Our direct clients include category leaders such as Uber Technologies, Inc.,1-800-flowers.com, Inc. and Dollar Shave Club. Our indirect sales channel consists of referral partners who are mainly advertising agencies or marketing consultants who are unable to provide certain services to their clients, such as radio, Podcast and YouTube placements. In addition to our sales efforts for new clients, we further expand sales opportunities and upsell through our campaign strategists who work directly with our advertising clients to optimize and enhance media spending on advertising campaigns. We plan to continue to expand our domestic sales footprint through the addition of direct sales representatives and campaign strategists.

Customers

In our Media Agency Business, we target customers that make significant investments in advertising, particularly in native and spot-based advertising campaigns delivered over broadcast radio, satellite audio, streaming audio, YouTube and other social media channels and podcasting. Our key customers in this market during 2016 included Casper Sleep, Dollar Shave Club, DraftKings, LegalZoom, SimpliSafe, Tommy John and Über.

In our AI Platform Business, we have initially targeted customers in four vertical markets: Media, Politics, Legal/eDiscovery and Law Enforcement/Public Safety.

- In the Media market, we are targeting media owners and broadcasters, including but not limited to, radio and television stations and networks and sports and entertainment properties. Our clients in this market during 2016 included iHeart Media, the Los Angeles Rams, Speedway Motorsports, Westwood One and a leading sports radio network.
- In the Politics vertical, we are targeting political parties, elected officials and political campaigns, PACs and special interest groups. Our clients in this market during 2016 included the Republican National Committee, the Liberal Party of Australia and a number of elected officials, political campaigns and opposition research groups.

- In the Legal/eDiscovery market, we are targeting consulting firms and resellers who work with large law firms and corporate legal departments that have significant litigation and/or compliance requirements. We have recently signed agreements with 10 resellers in this market, as well as with three major U.S. law firms.
- In the Law Enforcement/Public Safety market, we are targeting state, local and federal law enforcement agencies, intelligence agencies and other governmental agencies, as well as resellers and system integrators who work with such agencies. We have not yet entered into agreements with any clients in this market.

Competition

The market for AI-enabled solutions is rapidly evolving and highly competitive, with new capabilities and solutions introduced by both large established players such as IBM, Google, Amazon, Microsoft and Salesforce seeking to harness the power of AI across multiple vertical markets or enterprise functions, as well as smaller emerging companies developing point solutions that generally only address a single cognitive category.

SaaS Solutions. We believe the following competitive attributes are necessary for our SaaS offering to successfully compete in the AI industry for corporate, institutional and government customers:

- Breadth and depth of cognitive capabilities;
- Ease of deployment and integration;
- Cognitive performance;
- Platform scalability, reliability and security;
- Ability to deploy state-of-the art AI capabilities;
- Customer support;
- Strength of sales and marketing efforts; and
- Cost of deploying and using our products.

We believe that we compete favorably on the basis of the factors listed above. We believe that few of our competitors currently compete directly with us across all of our cognitive capabilities and vertical markets, and that none of our competitors currently deploy an open ecosystem of multiple third party cognitive engines that can be accessed by customers from a single integrated platform.

Our competitors fall into five primary categories:

- Infrastructure-based cloud computing vendors offering cognitive APIs, such as IBM Watson via Bluemix, Microsoft Cognitive Services via Azure and Amazon Machine Learning via AWS; typically these solutions provide raw computing and storage solutions across cognitive categories such as translation, transcription and object detection from which customers can build their own solutions;
- Large established media services companies with global advertising reach that are also deploying new media analytics technologies to best service the needs of major brands; these include the major ad agencies and their affiliates;
- Smaller AI-focused vendors offering solutions within a single cognitive category such as Clarifai (object detection), VoiceBase (natural language processing) or Gracenote (audio fingerprinting);
- Data analytics vendors that offer solutions that recognize patterns, anomalies, and correlations from customer data sets, such as Alpine Data Labs, Alteryx, Angoss Software, Dell, FICO, IBM, Microsoft, Oracle, SAP and SAS; and
- SaaS-based integrated vendors focused on a limited set of use cases, such as Deloitte Consulting, as well as smaller providers focused on a particular industry, such as eDiscovery, Politics, video asset management or law enforcement.

Many of the same potential competitors listed above participate in our AI ecosystem, enabling their services to be accessed by our customers through our platform. For example, Veritone leverages cloud computing solutions and storage from Amazon and Microsoft's Azure, and we also deploy and integrate cognitive APIs from such vendors as IBM, Google, Microsoft, VoiceBase and Clarifai. Further, within our target verticals, we may be collaborating with companies within the above categories such as platform providers within eDiscovery.

Media Agency Services. Competitors of our advertising services are mainly traditional advertising agencies that are either large full service agencies or smaller niche agencies with a particular specialization or focus, such as radio media placement. We believe that we currently are, and will continue to, compete successfully against our competitors on several key factors. We are a leader in endorsed radio advertising services and expect to be able to command more of our clients' advertising budgets as we expand our media services further within digital and television. In addition, we leverage our platform to provide our clients with innovative technology that we believe provides them with better analytics and insights into their advertising campaigns than our competitors for better advertising performance and optimization. Lastly, due to our reputation and strength within the industry, we have exclusive relationships with most of our advertising clients for audio related media placement.

Some of our competitors have greater financial, technical and other resources, greater name recognition, larger sales and marketing budgets and larger intellectual property portfolios. As a result, certain of our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. In addition, some competitors may offer products or services that address one or a limited number of functions at lower prices, with greater depth than our products or geographies where we do not operate. With the introduction of new products and services and new market entrants, we expect competition to intensify in the future. Moreover, as we expand the scope of our platform, we may face additional competition.

Research and Development

As of December 31, 2016, our research and development organization consisted of 53 dedicated employees, who are responsible for the design, development, testing and certification of our platform. The team is comprised of dedicated research employees, software engineers, quality engineers, data scientists, data engineers, site operations engineers, mobile app developers, product managers and user experience designers. We focus our efforts on developing new features and expanding the core technologies that further enhance the usability, functionality, reliability, performance and flexibility of our platform, as well as allow us to operate in new vertical markets. In addition, we contract with select third-party engineering services to support development and quality assurance testing. We plan to use a portion of the proceeds of this offering to expand our R&D efforts, initially focusing on enhancing our current technologies and developing and supporting other related technologies.

Intellectual Property

We rely on a combination of patent, copyright, trademark and trade secret laws in the United States and other jurisdictions, as well as license agreements and other contractual protections, to protect our proprietary technology. We also rely on a number of registered and unregistered trademarks to protect our brand.

As of December 31, 2016, in the United States, we had eight issued patents, which expire between 2028 and 2031, and had 41 patent applications pending for examination and one pending provisional application. As of such date, we also had 25 patent applications pending for examination in foreign jurisdictions, all of which are related to our U.S. patents and patent applications. In addition, as of December 31, 2016, we had two registered trademarks in the United States. We seek to protect our intellectual property rights by implementing a policy that requires our employees and independent contractors involved in development of intellectual property on our behalf to enter into agreements acknowledging that all works or other intellectual property generated or conceived by them on our behalf are our property, and assigning to us any rights, including intellectual property rights, that they may claim or otherwise have in those works or property, to the extent allowable under applicable law.

Despite our efforts to protect our technology and proprietary rights through intellectual property rights, licenses and other contractual protections, unauthorized parties may still copy or otherwise obtain and use our software and other technology. In addition, we intend to continue to expand our international operations, and effective intellectual property, copyright, trademark and trade secret protection may not be available or may be limited in foreign countries. Any significant impairment of our intellectual property rights could harm our business or our ability to compete. Further, companies in the communications and technology industries may own large numbers of patents, copyrights and trademarks and may frequently threaten litigation, or file suit against us based on allegations of infringement or other violations of intellectual property rights. We may face allegations in the future that we have infringed the intellectual property rights of third parties, including our competitors and non-practicing entities.

Regulatory Environment

We are subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to our business. These laws and regulations involve privacy, data protection, intellectual property, competition, consumer protection and other subjects. Many of the laws and regulations to which we are subject are still evolving and being tested in courts and could be interpreted in ways that could harm our business. In addition, the application and interpretation of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate. Because global laws and regulations have continued to develop and evolve rapidly, it is possible that we may not be, or may not have been, compliant with each such applicable law or regulation.

Employees

As of December 31, 2016, we had a total of 110 full-time employees and 20 full and part-time consultants. None of our employees are represented by a labor union or covered by a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Legal Proceedings

We are not currently party to any pending material legal proceedings. From time to time, we may become a party to litigation incident to the ordinary course of our business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Facilities

Our principal executive offices are located in Newport Beach, California and consist of approximately 10,500 square feet of office space. We lease our principal executive office pursuant to eight leases, all of which expire in June 2017. Our total payments under these leases are approximately $34,400 per month.

In addition to our principal executive offices, we lease approximately 4,900 square feet in San Diego, California pursuant to a lease that expires in June 2018. Our total payments under this lease are approximately $12,346 per month. We also lease additional office space in New York, New York; San Francisco, California; Los Angeles, California and Newport Beach, California.

We lease all of our facilities and do not own any real property. We intend to procure additional space in the future as we continue to add employees and expand geographically. We believe our facilities are adequate and suitable for our current needs and that, should it be needed, suitable additional or alternative space will be available to accommodate our operations.

MANAGEMENT

Below is a list of the names and ages, as of December 31, 2016, of our executive officers and current and prospective directors, and a description of the business experience of each of them.

Name	Age	Position(s)
Executive Officers		
Chad Steelberg	45	Chief Executive Officer and Chairman of the Board
Ryan Steelberg	43	President and Director
Peter F. Collins	52	Senior Vice President and Chief Financial Officer
Jeffrey B. Coyne	50	Executive Vice President, General Counsel and Secretary
Non-Employee Directors and Director Nominees		
Nathaniel Checketts	34	Director(1)(2)
G. Louis Graziadio, III	67	Director
Christopher J. Oates	47	Director(1)(2)
Edward J. Treska	50	Director Nominee (3)
Frank E. Walsh, III	49	Director Nominee (3)

(1) Members of Audit Committee
(2) Members of Compensation Committee
(3) To be appointed as a director effective upon completion of this offering.

Executive Officers

Chad Steelberg is a co-founder of our Company and has served as our Chief Executive Officer and Chairman of the Board since August 2013. From January 2007 to December 2012, he served as a board member of Brand Affinity Technologies, Inc., a technology and marketing services company. Prior to that, Mr. Steelberg served as the general manager of the Audio Division of Google, Inc. from February 2006 to February 2007. From February 2002 to February 2007, he was the co-founder and Chief Executive Officer of dMarc Broadcasting, an advertising company that was acquired by Google in 2007. Prior to that, Mr. Steelberg was the co-founder and Chief Executive Officer of Adforce, a publicly-traded centralized independent ad-serving company that was acquired by CMGi in 1999. We believe that Mr. Steelberg is qualified to serve on our Board based on his long and successful track record in identifying new market opportunities, creating disruptive technology based companies and leading them to successful exits. In addition, Mr. Steelberg's intimate knowledge of the day-to-day management and operations of our company provide our Board with an in-depth understanding of the Company. On December 15, 2014, Brand Affinity Technologies, Inc. filed a petition for relief under the Bankruptcy Code commencing the matter of *In re Brand Affinity Technologies, Inc.,* United States Bankruptcy Court for the Central District of California, Santa Ana Division, Case No. 8:14-bk-17244 SC. Chad and Ryan Steelberg previously served as officers, directors and beneficial owners of Brand Affinity Technologies. The Bankruptcy Court entered an order closing this bankruptcy case on December 5, 2016.

Ryan Steelberg is a co-founder of our Company and has served as the President of our Veritone One subsidiary since June 2015. In March 2017, he was also appointed as President of our Company. From October 2007 to December 2014, he served as the President and Chief Executive Officer of Brand Affinity Technologies, Inc. Prior to that, Mr. Steelberg served as the Head of the Radio Division of Google from February 2006 to February 2007. From September 2002 to February 2007, he was the co-founder and President of dMarc Broadcasting, an advertising company that was acquired by Google in 2007. We believe that Mr. Steelberg is qualified to serve on our Board because of his extensive experience in the business development, marketing and management of enterprises in the media and digital technology industries. In addition, Mr. Steelberg's intimate knowledge of our company's operations and technology provide our Board with an in-depth understanding of the Company.

Peter F. Collins has served as our Senior Vice President and Chief Financial Officer since October 2016. From May 2014 to October 2016, Mr. Collins served as Chief Financial Officer at J. Brand, a premium clothing company and a subsidiary of Fast Retailing. From March 2007 to July 2013, Mr. Collins served as Chief Financial Officer of True Religion Apparel Inc., a publicly traded premium clothing company. From April 2004 to March 2007, he served as Divisional Vice President, Corporate Controller and Principal Accounting Officer for Nordstrom, Inc. From 2002 to 2004, Mr. Collins served in various financial roles with Albertson's, Inc., a supermarket chain, including Group Vice President and Controller. Prior to that, from 1998 until 2002, Mr. Collins was a partner with Arthur Andersen, serving clients in the healthcare, retail, distribution and manufacturing industries.

Jeffrey B. Coyne has served as our Executive Vice President, General Counsel and Secretary since October 2016. From July 2004 to April 2016, Mr. Coyne served as Senior Vice President, General Counsel and Corporate Secretary, with responsibility for legal affairs and human resources, at Newport Corporation, a global supplier of advanced technology products that was acquired by MKS Instruments, Inc., and as Vice President, General Counsel and Corporate Secretary of Newport Corporation from June 2001 to July 2004. Prior to that, Mr. Coyne was a partner in the Corporate and Securities Law Department of Stradling Yocca Carlson & Rauth from January 2000 to June 2001, and was an associate attorney at such firm from February 1994 to December 1999. From November 1991 to February 1994, Mr. Coyne was an associate attorney at Pillsbury Madison & Sutro (now Pillsbury Winthrop Shaw Pittman LLP), an international law firm. Mr. Coyne is a member of the State Bar of California and the Orange County Bar Association.

Directors

Nathaniel Checketts has served as our director since July 2014. Since April 2012, Mr. Checketts has served as the Chief Executive Officer of Rhone Apparel, a producer and distributor of premium men's sportswear. Since August 2012, he has served as a principal of Checketts Partners Investment Fund, an investment advisor focused on the sports, media and entertainment sectors and became a partner in such fund in May 2014. From March 2013 to January 2016, Mr. Checketts served as a director of ScoreBig, Inc., a ticket vendor for live events. From September 2007 to August 2011, he was the founder and president of Mangia Technologies, a company that provides a platform for sports fans at stadiums to order consumer goods. We believe that Mr. Checketts is qualified to serve on our Board based on his extensive experience and knowledge in developing and managing high-growth companies in the digital media, mobile technology and sports and entertainment industries, as well as his expertise in finance and capital investment transactions.

G. Louis Graziadio, III has served as our director since August 2016. Mr. Graziadio is President and Chief Executive Officer of Second Southern Corp., the managing partner of Ginarra Partners, L.L.C., a closely-held company involved in a wide range of investments and business ventures. Mr. Graziadio is the Executive Chairman of Acacia, our senior lender. Mr. Graziadio is also Chairman of the Board and Chief Executive Officer of Boss Holdings, Inc., a distributor of consumer goods. From 1984 to 2000, Mr. Graziadio served as a director of Imperial Bancorp, the parent company of Imperial Bank, a Los Angeles based commercial bank acquired by Comerica Bank in January 2001. Mr. Graziadio, and companies with which he is affiliated, are significant shareholders in numerous private and public companies in a number of different industries. Since 1978, Mr. Graziadio has been active in restructurings of both private and public companies, as well as corporate spin-offs and IPOs. Mr. Graziadio previously served as a director of True Religion Apparel, Inc., a publicly traded premium clothing company until its sale in July 2013. Mr. Graziadio is also a member of the Board of Directors of World Point Terminals, LP, which owns, operates, develops, and acquires terminal assets relating to the storage of light refined products and crude oil. In addition, Mr. Graziadio is a member of the Pepperdine University Board and the Board of Visitors of the Graziadio School of Business and Management at Pepperdine University. He is also a founding member of the Board of Directors of the Los Angeles Fire Department Scholarship Fund. We believe that Mr. Graziadio is qualified to serve on our Board due to his extensive experience resulting from holding a number of senior management positions at several different companies, as well as his expertise in the area of finance, investment and capital market transactions. In addition, his experience in serving on the boards of directors of public companies will provide our Board with valuable skills and capability to help guide the governance of our company following this offering.

Christopher J. Oates has served as our director since July 2014. Since 2003, Mr. Oates has been the Founder and Managing Director of RimLight, LLC, a privately-held, actively managed investment and strategic advisory firm. Prior to the formation of RimLight, LLC, Mr. Oates held senior level strategic planning, finance and business development positions in both public and private companies where he specialized in the design and implementation of entry strategies for markets throughout Europe, South America and the Middle East, with a primary focus on China, Southeast Asia and the balance of the Asia-Pacific region. Mr. Oates is Founder and Managing Partner of Nio Advisors, LLC, an investment and advisory firm servicing entrepreneurial, growth-based companies, governments and financial institutions operating in emerging, frontier and pre-frontier markets, with a special focus on the greater Middle East. Mr. Oates is the former Chairman of O2K Worldwide Management Group, a multi-service sports marketing agency and currently serves as a director and/or an active advisory board member of a variety of companies in the technology, media, software, mobile and food/beverage sectors. He is a Member of the Board of Trustees of the John G. Shedd Aquarium and an Advisory Board Member at the Rand Corporation's Center for Middle East Public Policy. We believe that Mr. Oates is qualified to serve on our Board due to his extensive experience and knowledge in strategic transaction, business development and financial management of media and technology companies, which provide valuable insight to the Board with respect to our operations and growth strategies.

Director Nominees

The following individuals are expected be appointed as members of our Board effective upon completion of this offering:

Edward J. Treska is the Senior Vice President, General Counsel and Secretary of Acacia. He joined Acacia in April 2004 as Vice President, and he was appointed Secretary in March 2007, General Counsel in March 2010 and Senior Vice President in October 2011. Mr. Treska was previously General Counsel, Director of Patents and Licensing for SRS Labs, Inc., a technology licensing company specializing in audio enhancement, between 1996 and 2004. Mr. Treska has over 20 years of licensing experience and has written and negotiated hundreds of technology license and partnership agreements with some of the world's largest companies. Prior to joining SRS Labs, Mr. Treska practiced law at the intellectual property law firm of Knobbe, Martens, Olson & Bear and prior to law school was a design engineer with the former TRW Space & Technology Group. Mr. Treska is a registered patent attorney. We believe that Mr. Treska is qualified to serve on our Board due to his extensive knowledge and expertise in legal matters affecting artificial intelligence and technology companies, and his experiences with licensing and intellectual property issues will contribute to the Board's understanding of our AI Platform Business. In addition, his relationship with Acacia will provide valuable insight to our Board from the perspective of a major investor of our company.

Frank E. Walsh, III has been a Vice President of Jupiter Capital Management Partners, LLC, a family office, since 1992, and a founding partner of WR Capital Partners, a private equity investment firm, since 2000. Mr. Walsh has also been a director of Acacia since April 2016. Mr. Walsh formerly served on the Board of Directors and the Audit and Compensation Committees of 1st Constitution Bancorp and currently serves as a director and audit committee member of World Point Terminals Inc. Mr. Walsh also serves as a trustee for St. Benedicts Preparatory School in Newark, New Jersey and Lehigh University in Bethlehem, Pennsylvania. We believe that Mr. Walsh is qualified to serve on the Board because of his business skills and experience, executive leadership expertise and investment acumen developed during his long career at Jupiter Capital Management Partners, LLC and WR Capital Partners, LLC, and his service on other boards. In addition, we believe Mr. Walsh will provide the Board with valuable input on strategic planning due to his extensive experience in the acquisition and financing of both public and private companies in the technology industry and many other industries.

Composition of Our Board of Directors

Our Board currently consists of five (5) directors, including our Chief Executive Officer and President. Upon the completion of this offering and pursuant to the Voting Agreement as described below, we expect the Board to add four (4) additional independent directors prior to the completion of this offering, for a total of nine (9) directors.

Our Board has determined that except for Messrs. Chad Steelberg, Ryan Steelberg and Louis Graziadio, all of our current board members are independent, as determined in accordance with the rules of NASDAQ and the SEC. In addition, our Board has determined that our director nominee, Edward Treska will not be deemed "independent" under applicable NASDAQ and SEC rules due to his employment with Acacia. In making such independence determination, the Board considered the relationships that each non-employee director has with us and all other facts and circumstances that the board of directors deemed relevant in determining their independence, including the fact that Mr. Graziadio is affiliated with Acacia, our senior lender and significant equity investor. There are no family relationships among any of our directors or executive officers, except that Mr. Chad Steelberg and Mr. Ryan Steelberg are brothers.

Our certificate of incorporation, as will be in effect immediately prior to the closing of this offering, will provide that our board of directors shall consist of such number of directors as determined from time to time by resolution adopted by a majority of the total number of authorized directors whether or not there exists any vacancies in previously authorized directorships. Any additional directorships resulting from an increase in the number of directors may only be filled by the directors then in office unless otherwise required by law or by a resolution passed by our board of directors. The term of office for each director will be until his or her successor is elected at our annual meeting or his or her death, resignation or removal, whichever is earliest to occur.

Voting Agreement

In connection with the recent investment by Acacia in August 2016, we entered into a voting agreement (the Voting Agreement) with Acacia and certain of our stockholders, including those entities that are affiliated with our Chief Executive Officer and President (the Major Stockholders). Pursuant to the Voting Agreement, upon completion of this offering, our Board will consist of a total of nine (9) authorized directors. During a period of 24 months after the completion of this offering (the Voting Period), Acacia shall have the rights to nominate three (3) directors to the Board. In addition, during the Voting Period, Acacia and the Major Stockholders, voting together as a group, will have the right to nominate six (6) directors to the Board. Furthermore, during the Voting Period, Acacia and the Major Stockholders agree to vote all of their shares to elect the nine (9) directors nominated by them pursuant to the Voting Agreement. In addition, during the term of the Voting Agreement, Acacia has the right to designate three (3) board observers and the Major Stockholders have the right to designate three (3) board observers.

Classified Board

Upon completion of this offering, our Board will be divided into three classes, with each director serving a three-year term, and one class being elected at each year's annual meeting of stockholders. [ ] will serve as Class I directors with an initial term expiring in 2017. [ ] will serve as Class II directors with an initial term expiring in 2018. Ryan and Chad Steelberg will serve as Class III directors with an initial term expiring in 2019.

Audit Committee

Upon completion of this offering, our audit committee will consist of Messrs. Checketts, Oates and_____, and Mr. Oates will serve as the Chairman. SEC and NASDAQ rules require us to have one independent audit committee member upon the listing of our common stock upon completion of this offering, a majority of independent directors on our audit committee within 90 days of the date of this prospectus and an audit committee composed entirely of independent directors within one year of the date of this prospectus. Our Board has affirmatively determined that each of Messrs. Checketts and Oates meets the definition of "independent director" for purposes of serving on an audit committee under Rule 10A-3 and NASDAQ rules, and we intend to comply with the other independence requirements within the time periods specified. In addition, our board of directors has determined that Mr. Oates will qualify as an "audit committee financial expert," as such term is defined in Item 407(d)(5) of Regulation S-K. Each member of the audit committee will be financially literate at the time such member is appointed.

Our Audit Committee is authorized to:

- approve and retain the independent auditors to conduct the annual audit of our financial statements;
- review the proposed scope and results of the audit;
- review and pre-approve audit and non-audit fees and services;
- review accounting and financial controls with the independent auditors and our financial and accounting staff;
- review and approve transactions between us and our directors, officers and affiliates;
- recognize and prevent prohibited non-audit services; and
- establish procedures for complaints received by us regarding accounting matters; and
- oversee internal audit functions, if any.

The audit committee operates under a written charter that will satisfy the applicable standards of the SEC and NASDAQ and which will be available on our website prior to the completion of this offering at www.veritone.com.

Compensation Committee

Upon the closing of this offering, our compensation committee will consist of Messrs. Checketts and Oates, and Mr. Oates will serve as the Chairman of the compensation committee. Our Board has determined that each member of the compensation committee is "independent" as that term is defined in the applicable SEC and NASDAQ rules. Our compensation committee is authorized to:

- review and determine the compensation arrangements for management;
- establish and review general compensation policies with the objective to attract and retain superior talent, to reward individual performance and to achieve our financial goals;
- administer our stock incentive and purchase plans;
- oversee the evaluation of the Board and management; and
- review the independence of any compensation advisers engaged by the compensation committee.

The compensation committee operates under a written charter that will satisfy the applicable standards of the SEC and NASDAQ and which will be available on our website prior to the completion of this offering at www.veritone.com.

Board Leadership Structure and Role of the Board in Risk Oversight

Chad Steelberg, who is also our Chief Executive Officer, serves as our Chairman of the Board. The Chairman has authority, among other things, to preside over Board meetings and set the agenda for Board meetings. Accordingly, the Chairman has substantial ability to shape the work of our Board. We currently believe that the combination of the roles of Chairman and Chief Executive Officer is appropriate for our business and affairs. Mr. Steelberg has extensive knowledge and experience in the management and operation of digital media companies, and an in-depth understanding of our business strategies and day-to-day operations, which makes him well suited to set the agenda and lead the discussions at board meetings as the Chairman. This will also facilitate communications between the Board and management by ensuring a regular flow of information, thereby enhancing the Board's ability to make informed decisions on critical issues facing our company. However, no single leadership model is right for all companies and at all times. The Board recognizes that depending on the circumstances, other leadership models, such as the appointment of a lead independent director, might be appropriate. Accordingly, the Board may periodically review its leadership structure. In addition, following the completion of the offering, the Board will hold executive sessions in which only independent directors are present as required under applicable NASDAQ rules.

Our Board is generally responsible for the oversight of corporate risk in its review and deliberations relating to our activities. Our principal source of risk falls into two categories, financial and operational risks. The audit committee oversees management of financial risks, and our Board regularly reviews information regarding our cash position, liquidity and operations, as well as the risks associated with each. The Board regularly reviews plans, results and potential risks related to our business operations, growth strategies and other operational risks. Our compensation committee is expected to oversee risk management as it relates to our compensation plans, policies and practices for all employees including executives and directors.

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics applicable to our principal executive, financial and accounting officers and all persons performing similar functions. A copy of that code will be available on our principal corporate website at *www.veritone.com* / concurrently with to the closing of this offering. We expect that any amendments to the code, or any waivers of its requirements, will be disclosed on our website.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has at any time during the prior three years been one of our officers or employees. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

EXECUTIVE COMPENSATION

This narrative discussion of the compensation policies and arrangements that apply to our named executive officers is intended to assist your understanding of, and to be read in conjunction with, the Summary Compensation Table and related disclosures set forth below. As an emerging growth company, we are eligible to comply with the executive compensation disclosure rules applicable to a "smaller reporting company," as defined in applicable SEC rules and regulations.

Named Executive Officers

Our named executive officers include our principal executive officer and our two other most highly compensated executive officers who were serving as executive officers as of December 31, 2015 and December 31, 2016. For 2015, our named executive officers were:

- Chad Steelberg, our Chief Executive Officer, as well as the Chairman of our board of directors, is also our principal executive officer;
- John M. Markovich, who formerly served as our Chief Financial Officer until September 2, 2016 and was a consultant to the Company providing transition services to the Company until November 10, 2016.
- Ryan Steelberg, our President, as well as a member of our board of directors.

For 2016, our named executive officers were:

- Chad Steelberg, our Chief Executive Officer, as well as the Chairman of the Board of our board of directors, and is also our principal executive officer;
- Peter F. Collins, our Senior Vice President and Chief Financial Officer who joined us in October 2016, and is also our principal financial and accounting officer;
- Ryan Steelberg, our President, the President of our Veritone One, Inc. subsidiary, and a member of our board of directors; and
- Jeffrey B. Coyne, our Executive Vice President, General Counsel and Secretary, who joined us in October 2016.

Compensation Program

The base salary and bonus for each of the Named Executive Officers was set forth in their respective employment agreements or offer letters. The Company does not currently have a compensation program but is in the process of developing such a program for its officers. Similarly, the Company has not provided any cash compensation to its directors but has reimbursed expenses incurred by the directors for expenses incurred in the course of this role as a director of the Company. The Company is in the process of developing a compensation program for its outside directors.

Employment Agreements

Employment Agreements with Chad and Ryan Steelberg

In March 2017, we entered into employment agreements with each of Chad Steelberg and Ryan Steelberg, who are our Chief Executive Officer and President, respectively. Pursuant to these employment agreements, the annual base salaries of Chad Steelberg and Ryan Steelberg are $1.00 and $350,000, respectively. These annual base salaries are subject to periodic review and adjustment at the discretion of the board of directors or the compensation committee. In addition, the Company will issue to Chad Steelberg on the last trading day of each calendar quarter during the term of Mr. Steelberg's employment (commencing March 31, 2017) a number of shares of our common

stock derived by dividing $125,000 by the fair market value per share of our common stock on such date. Chad and Ryan Steelberg will also be eligible to receive annual performance bonuses in the discretion of the compensation committee of the board of directors. Each employment agreement has an initial term of three years, which will be renewed automatically for additional one year terms unless either we or such officer notifies the other party of its intent not to renew the agreement at least 90 days prior to the expiration of the then-current term.

Pursuant to the employment agreements, we agreed to pay performance bonuses to Chad and Ryan Steelberg relating to their services to us in 2016 in the amounts of $500,000 and $350,000, respectively. Fifty percent of such bonuses were paid on March 15, 2017, and the remaining amount is payable to such officer on the earlier of 30 days following a written demand by the officer after the completion of this offering or February 15, 2018.

In addition, pursuant to the employment agreements, upon the effective date of the registration statement of which this prospectus is a part (the Effective Date), we will grant to each of Chad and Ryan Steelberg the following options to purchase shares of our common stock:

- An option (the Time-Based Option) to purchase that number of shares of our common stock equal to five percent of our outstanding shares of common stock as of the Effective Date on a "fully diluted basis," which shall give effect to (i) the issuance of shares in this offering; (ii) the conversion of all of our preferred stock in connection with this offering; (iii) the conversion in full of all outstanding principal and accrued interest on the Acacia Note and the Bridge Notes; (iv) the exercise in full of the Acacia Primary Warrant; (v) the assumed exercise in full of all other outstanding options and warrants to purchase shares of the Company's capital stock as of the Effective Date; and (vi) the assumed conversion of all other convertible securities of the Company as of the Effective Date. This option shall vest in 36 equal monthly installments upon Executive's completion of each month of Service (as defined in the Stock Plan) over the three (3) year period measured from the IPO Effective Date.
- An option (the Performance Option) to purchase that number of shares of our common stock equal to two and one-half percent of our outstanding capital stock as of the Effective Date, on a fully diluted basis (as described above). This option shall vest in full upon the earlier of (i) the date the market capitalization of the Company equals or exceeds $400,000,000 for at least five consecutive trading days, or (ii) the fifth anniversary of the closing of this offering, provided that the Executive is still in the Service of the Company (as defined in the Stock Plan) on such date.

Assuming an offering size of $15,000,000 and an assumed initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus, each Time-Based Option and each Performance Option will be to purchase up to shares and shares, respectively, of our common stock.

The employment agreements are at-will agreements and may be terminated at any time and for any reason or without reason; provided, however, that if such officer is terminated other than for "Cause" or resigns for "Good Reason" (as defined in their respective employment agreements), then such officer shall be entitled to acceleration of the vesting of certain stock options, and, in the case of Ryan Steelberg, to certain cash severance payments. See "—Payments Upon Termination of Employment or Change in Control."

Collins Offer Letter

On October 10, 2016, we entered into an employment offer letter with Mr. Peter F. Collins (the Collins Offer Letter) pursuant to which Mr. Collins is to serve as our Senior Vice President, Finance and Chief Financial Officer. Under the Collins Offer Letter, Mr. Collins will receive an annual base salary of $200,000, two equity grants described below, and he is eligible to receive performance-based variable cash compensation targeted at $100,000, payable annually based on the achievement of certain personal and corporate objectives.

On October 31, 2016, we entered into two stock issuance agreements with Mr. Collins to memorialize the equity grants set forth in the Collins Offer Letter. Pursuant to these agreements, the Company issued to

Mr. Collins an aggregate of 45,000 shares of restricted common stock under the 2014 Stock Issuance/Stock Option Plan (the 2014 Plan), covering the following: (i) 35,000 shares that vest over a four (4) year period provided that Mr. Collins remains in Service (as defined in the 2014 Plan) with the Company; and (b) an additional 10,000 performance shares having the same time-based vesting schedule, plus a performance vesting condition, which performance condition was not achieved and the 10,000 restricted shares were forfeited.

In November 2016, we entered into a stock issuance agreement with Mr. Collins, pursuant to which we issued Mr. Collins an additional 20,000 shares of restricted common stock under the 2014 Plan (the Collins Second Grant). These restricted shares vest in four (4) equal annual installments after the vesting commencement date. On January 19, 2017, we entered into an amendment to the Collins Offer Letter (the Collins Amendment), pursuant to which the Company waived its right to repurchase the shares upon Mr. Collins' termination of Service with the Company (as defined in the 2014 Plan) and added a partial acceleration feature to the Collins Second Grant, which permits the acceleration of a portion of the Collins Second Grant upon his termination without cause in order to compensate Mr. Collins for the taxes paid or payable for the shares which would lapse upon his termination.

Coyne Offer Letter

On October 13, 2016, we entered into an employment offer letter with Mr. Jeffrey B. Coyne (the Coyne Offer Letter) pursuant to which Mr. Coyne was to serve as our Executive Vice President, General Counsel and Secretary. Under the Coyne Offer Letter, Mr. Coyne will receive an annual base salary of $200,000, two equity grants described below, and is eligible to receive performance-based variable cash compensation targeted at $75,000, payable annually based on the achievement of certain personal and corporate objectives.

On October 31, 2016, we entered into two stock issuance agreements with Mr. Coyne to memorialize the equity grants under the 2014 Plan as set forth in the Coyne Offer Letter. Pursuant to these agreements, the Company issued to Mr. Coyne an aggregate of 75,000 shares of restricted common stock under the 2014 Plan, covering the following: (i) 65,000 shares that vest over a four (4) year period provided that Mr. Coyne remains in Service with the Company, as defined in the 2014 Plan (the Coyne Grant); and (b) an additional 10,000 performance shares having the same time-based vesting schedule, plus a performance vesting condition, which performance condition was not achieved and the 10,000 restricted shares were forfeited.

On January 19, 2017, we entered into an amendment to the Coyne Offer Letter (the Coyne Amendment), pursuant to which (i) the Company waived its right to repurchase the restricted shares upon Mr. Coyne's termination of Service with the Company (as defined in the 2014 Plan) and (ii) added a partial acceleration feature to the Coyne Grant, which permits the acceleration of a portion of the Coyne Grant upon his termination without cause in order to compensate Mr. Coyne for the taxes paid or payable for the unvested shares which would otherwise be forfeited upon his termination.

Payments Upon Termination of Employment or Change in Control

In the event that either Chad or Ryan Steelberg are terminated without "Cause" (as defined in their respective employment agreements), then all of the unvested options subject to such officer's Time-Based Option and Performance Option shall immediately vest, and in the event that either Chad or Ryan Steelberg resigns for "Good Reason" (as defined in their respective employment agreements), then 50% of the then unvested options subject to such officer's Time-Based Option and Performance Option shall immediately vest. In addition, in the event of a Change in Control (as defined in the 2017 Plan) in which such options are not assumed in the Change in Control or are otherwise cancelled in connection with the Change in Control, all of the unvested options subject to such officer's Time-Based Option and Performance Option shall immediately vest; provided, however, that the Performance Option shall only accelerate if the aggregate equity value of the Company in the Change in Control is equal or greater than $400,000,000.

In addition, if Ryan Steelberg is terminated without Cause or resigns for Good Reason, he will be entitled to receive a lump sum severance payment equal to his base salary payable for the remainder of the term of his employment agreement.

Both the Collins Amendment and the Coyne Amendment provide that in the event of a Change in Control (as defined in the 2014 Plan), if the forfeiture right with respect to the then unvested restricted shares is not assigned to the acquirer, the forfeiture right will lapse and all unvested shares will vest in full immediately prior to the Change in Control.

Consulting Agreement

On September 2, 2016, we entered into a consulting agreement with Mr. John M. Markovich, our former Chief Financial Officer (the Consulting Agreement), pursuant to which Mr. Markovich agreed to provide transitional financial consulting services to us, which included advising us on the process and strategic considerations with our public offering; support and assistance with our legal proceedings; support and guidance relating to 409A valuation studies; potential financing transactions; and other transitional issues following his termination as the Chief Financial Officer. In exchange for such services, we agreed to the following compensation package:

- a monthly retainer fee of $10,000;
- continued monthly vesting of Mr. Markovich's existing shares of restricted stock and stock options;
- in the event that we filed for an initial public offering with the SEC during the term of the Consulting Agreement or within 30 days thereafter, 50% of the unvested restricted stock would accelerate and vest in full; and
- in the event that we completed our initial public offering during the term of the Consulting Agreement or within 30 days thereafter, 100% of the unvested restricted stock would accelerate and vest in full as of the Effective Date of the initial public offering.

We terminated the Consulting Agreement in anticipation of the hiring of our new Chief Financial Officer, effective as of November 10, 2016. Pursuant to his Consulting Agreement, 50% of his unvested restricted common stock (13,262 shares) vested upon the filing of the registration statement (of which this prospectus is a part). The balance of his unvested restricted common stock was forfeited in November 2016.

Summary Compensation Table

The following table sets forth summary compensation information for our named executive officers for the years ended December 31, 2015 and 2016.

Name and Title	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	All Other Compensation ($)	Total ($)
Chad Steelberg(1)	2016	$ 1.00	$ 500,000	$ 721,777(2)	—	$ 30,306(3)	$ 1,251,684
Chief Executive Officer	2015	1.00	—	—	—	$ 23,733(3)	$ 23,734
Ryan Steelberg(1)	2016	$ 1.00	$ 350,000	$ 868,711(2)	—	$ 28,604(3)	$ 1,394,403
President	2015	1.00	—	—	—	$ 10,001(3)	$ 10,002
Peter F. Collins(4)	2016	$ 37,121	—	$ 292,500	—	—	$ 329,621
Senior Vice President and Chief Financial Officer	2015	—	—	—	—	—	—
John M. Markovich(5)	2016	$ 188,668	—	—	$ 16,388	—	$ 205,056
Former Chief Financial Officer	2015	$ 250,000	$ 30,000	—	—	—	$ 280,000
Jeffrey B. Coyne(6)	2016	$ 37,878	—	$ 337,500	—	—	$ 375,378
Executive Vice President, General Counsel and Secretary	2015	—	—	—	—	—	—

(1) See "—Employment Agreements" and "—Payments Upon Termination of Employment or Change in Control" for a description of Chad and Ryan Steelberg's compensation.
(2) Represents the fair value of 801,530 shares and 801,529 shares of common stock issued to Chad and Ryan Steelberg, respectively, for services rendered to the Company in the first four months of 2016.
(3) Represents reimbursement to such officer for the costs of a separate healthcare plan for such officer. The reimbursement for 2016 will be paid upon completion of this offering.
(4) Mr. Collins joined the Company as its Senior Vice President and Chief Financial Officer on October 24, 2016. See "—Employment Agreements" for a description of Mr. Collins' compensation.
(5) Mr. Markovich's employment with the Company terminated on September 2, 2016.
(6) Mr. Coyne joined the Company as its Executive Vice President, General Counsel and Corporate Secretary on October 24, 2016. See "—Employment Agreements" for a description of Mr. Coyne's compensation.

Outstanding Equity Awards at Fiscal Year End

The following table sets forth information about the outstanding equity awards held by each of our named executive officers as of December 31, 2016.

		Stock Options				Stock Awards			
Name	Grant Date	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares That Have Vested (#)	Market Value of Shares That Have Vested ($)(1)	Number of Shares That Have Not Vested (#)	Market Value of Shares That Have Not Vested ($)(1)
Chad Steelberg	04/05/16	—	—	—	—	801,530(2)	$ (2)	—	$ —
John M. Markovich	—	—	—	—	—	—	—	—	—
Ryan Steelberg	04/05/16	—	—	—	—	801,529(2)	(2)	163,568	
Peter F. Collins	10/31/2016	—	—	—	—	—	—	35,000	
	10/31/2016	—	—	—	—			10,000(3)	
	11/08/2016	—						20,000	
Jeffrey B. Coyne	10/31/2016	—	—	—	—	—	—	65,000	
	10/31/2016	—	—	—	—			10,000(3)	

(1) There was no public market for our common stock as of December 31, 2016. We have estimated the market value of the unvested restricted stock awards based on an assumed initial public offering price of $ per share, which is the midpoint of the estimated price range on the cover page of this prospectus.

(2) Represents fully vested shares issued pursuant to the Stock Issuance Agreement dated April 5, 2016 between Chad and Ryan Steelberg and the Company. Chad and Ryan Steelberg directed the Company to issue all 1,603,059 shares to NCI Investments, LLC, which transferred all of such shares to BV16, LLC. Chad Steelberg is the Manager of NCI Investments, LLC, which is the Manager of BV16, LLC and accordingly is deemed to beneficially own all of such shares. See "Certain Relationships and Related Party Transactions – Common Stock Issuance."

(3) These performance shares were forfeited in January 2017 due to the failure to meet the vesting conditions set forth in such stock issuance agreements.

Stock Incentive Plans

Our board of directors and stockholders previously adopted the 2014 Plan. In connection with this offering, our board of directors and stockholders plan to adopt the 2017 Plan and the ESPP, both as further described below.

The following descriptions of the 2014 Plan, the 2017 Plan and the ESPP are qualified by reference to the full text of those plans and the related agreements, which are included as exhibits to the registration statement of which this prospectus is a part.

2014 Stock Option/Stock Issuance Plan

The 2014 Plan was approved by our board of directors and stockholders in July 2014.

Authorized Shares. Our board of directors has determined not to make any further awards under the 2014 Plan following the completion of this offering. The 2014 Plan will continue to govern outstanding awards granted thereunder. As of December 31, 2016, options to purchase an aggregate of 1,134,063 shares of our common stock were outstanding under the 2014 Plan, and an additional aggregate of 4,145,333 shares of our common stock were reserved for future grants under our 2014 Plan.

Plan Administration. Our board of directors or a committee thereof has the authority to manage and control the administration of the 2014 Plan. In particular, the administrator has the authority to determine the persons to whom awards are granted and the number of shares of our common stock underlying each award. In addition, the administrator has the authority to accelerate the exercisability or vesting of any award, and to determine the specific terms and conditions of each award.

Stock Options. The 2014 Plan permits us to grant options to purchase shares of our common stock that are not intended to qualify as incentive stock options under Section 422 of the Code. Options may be issued to employees, officers, directors, consultants and other service providers. The term of each option, including the exercise price and methods of payment, will be determined by the administrator. After the termination of service of an employee, director, consultant or other service provider for any reason other than for cause (as defined in such officer's employment agreement), the participant may exercise his or her option, to the extent vested as of the date of termination, within 90 days of termination or, if such termination is on account of death or disability, within 181 days of termination. If such termination is for cause, then vested options terminate and may not be exercised. Except as provided by the administrator and as permissible under applicable law, the 2014 Plan does not permit the transferability of awards and only the recipient of the option may exercise an award during his or her lifetime.

Restricted Stock. The 2014 Plan permits us to grant restricted stock awards. Restricted stock awards may be issued to employees, officers, directors, consultants and other service providers. The purchase price for the shares of restricted stock will be determined by the plan administrator.

Change in Control. In the event of a change in control, as defined in the 2014 Plan, vesting of options or restricted stock will generally accelerate automatically, effective immediately upon the change in control, unless the change of control is also a qualified public offering that results in our receipt of at least $15 million in gross proceeds. Our board of directors may amend or terminate the 2014 Plan at any time, subject to compliance with applicable law. As noted above, our board of directors has determined not to grant any further options or restricted stock awards under the 2014 Plan following the completion of this offering. All outstanding awards will continue to be governed by their existing terms.

2017 Stock Incentive Plan

We expect that our board of directors and stockholders will approve and adopt the 2017 Plan prior to the completion of this offering and that the 2017 Plan will become effective on the day the registration statement of which this prospectus is a part is declared effective by the SEC (the Plan Effective Date).

Background. Under the 2017 Plan, employees, non-employee directors, consultants and advisors may, at the discretion of the plan administrator, be granted options, stock appreciation rights, stock awards, restricted stock units and cash incentive awards. The 2017 Plan is intended to serve as the successor to the 2014 Plan, and no further awards will be made under the 2014 Plan on or after the Plan Effective Date.

Administration. The compensation committee of our board of directors will have the exclusive authority to administer the 2017 Plan with respect to awards made to our executive officers and non-employee board members and will also have the authority to make awards to all other eligible individuals. The term "plan administrator," as used in this summary, will mean our compensation committee to the extent it is acting within the scope of its administrative authority under the 2017 Plan.

All awards under the automatic grant program for non-employee board members will be made in strict compliance with the express terms of that program, except that the plan administrator has the limited discretion to determine the applicable grant-date fair value of each award, up to the maximum permissible grant-date fair value per award, and to determine whether the grant will be in the form of an option or restricted stock unit, or a combination thereof.

Eligibility. Employees, including officers, and non-employee directors, as well as consultants and independent advisors, in our employ or service or in the employ or service of our parent or subsidiary companies (whether now existing or subsequently established) will be eligible to participate in the 2017 Plan. The non-employee members of our board are also eligible to participate in the automatic grant program.

Securities Subject to Plan. We plan to reserve shares of our common stock for issuance under the 2017 Plan, which includes the number of shares estimated to be available for issuance under the 2014 Plan as of the Plan Effective Date.

The shares of our common stock subject to outstanding awards made under the 2017 Plan will be available for subsequent award and issuance to the extent those awards subsequently expire, are forfeited or cancelled or terminate for any reason prior to the issuance of the shares of common stock subject to those awards. Unvested shares issued under the 2017 Plan and subsequently forfeited or repurchased by us will be added back to the reserve and available for subsequent award and issuance under the 2017 Plan. Should the exercise price of an option under the 2017 Plan be paid in shares of our common stock (whether through the withholding of a portion of the otherwise issuable shares or through the tender of outstanding shares), then the number of shares reserved for issuance under the 2017 Plan will be reduced by the net number of shares issued under the exercised option. Upon the exercise of any stock appreciation right granted under the 2017 Plan, the share reserve will be reduced by the net number of shares actually issued upon such exercise. Should shares of common stock otherwise issuable under the 2017 Plan be withheld by us in satisfaction of the withholding taxes incurred in connection with the issuance, exercise, vesting or settlement of an award under the 2017 Plan, then the number of shares of common stock available for issuance under the 2017 Plan will be reduced by the net number of shares actually issued after any such share withholding.

Award Limitations. A participant in the 2017 Plan may not receive (i) stock options and stand-alone stock appreciation rights that are settled in shares of more than shares of our common stock in the aggregate in any fiscal year, or (ii) awards other than stock options and stand-alone stock appreciation rights that are settled in shares of more than shares of our common stock in the aggregate in any fiscal year. In addition, the maximum number of shares of our common stock that may be issued under the 2017 Plan pursuant to stock options intended to qualify as incentive stock options under the federal tax laws may not exceed shares.

Awards. The plan administrator will have complete discretion to determine which eligible individuals are to receive awards, the time or times when those awards are to be granted, the number of shares subject to each such award, the vesting and exercise schedule (if any) to be in effect for the award, the cash consideration (if any) payable per share subject to the award, the form (cash or shares) in which the award is to be settled, the maximum term for which the award is to remain outstanding, the status of any granted option as either an incentive stock option or a non-statutory option under the federal tax laws and, with respect to performance-based awards, the performance objectives, the amounts payable at designated levels of performance, any applicable service vesting requirements and the payout schedule for each such award.

Options. Each granted option will have an exercise price per share determined by the plan administrator, but the exercise price will not be less than one hundred percent (100%) of the fair market value of the option shares on the grant date. No granted option will have a term in excess of ten (10) years. Each option will generally vest and become exercisable for the underlying shares in one or more installments over a specified period of service, provided however that the plan administrator will have complete discretion to award stock options that are immediately exercisable upon grant. Upon cessation of service other than for misconduct, the optionee will have a limited period of time in which to exercise his or her outstanding options to the extent they are at the time exercisable for vested shares. The plan administrator will have complete discretion to extend the period following the optionee's cessation of service during which his or her outstanding options may be exercised, provide for continued vesting during the applicable post-service exercise period and/or to accelerate the exercisability or vesting of such options in whole or in part. Such discretion may be exercised at any time while the options remain outstanding.

Stock Appreciation Rights. The 2017 Plan allows the issuance of two types of stock appreciation rights:

- Tandem stock appreciation rights granted in conjunction with stock options, which provide the holders with the right to surrender the related option grant for an appreciation distribution from us in an amount equal to the excess of (i) the fair market value of the vested shares of common stock subject to the surrendered option over (ii) the aggregate exercise price payable for those shares.
- Stand-alone stock appreciation rights, which allow the holders to exercise those rights as to a specific number of shares of our common stock and receive in exchange an appreciation distribution from us in an amount equal to the excess of (i) the fair market value of the shares of common stock as to which those rights are exercised over (ii) the aggregate exercise price in effect for those shares. The exercise price per share may not be less than the fair market value per share of our common stock on the date the stand-alone stock appreciation right is granted, and the right may not have a term in excess of ten (10) years.

The appreciation distribution on any exercised tandem or stand-alone stock appreciation right may be paid in (i) cash, (ii) shares of our common stock or (iii) a combination of cash and shares of our common stock. Upon cessation of service, the holder of a stock appreciation right will have a limited period of time in which to exercise such right to the extent exercisable at that time. The plan administrator will have complete discretion to extend the period following the holder's cessation of service during which his or her outstanding stock appreciation rights may be exercised, provide for continued vesting during the applicable post-service exercise period and/or to accelerate the exercisability or vesting of those stock appreciation rights in whole or in part. Such discretion may be exercised at any time while the stock appreciation right remains outstanding.

Repricing. The plan administrator has the discretionary authority to: (i) cancel outstanding options or stock appreciation rights in return for new options or stock appreciation rights with a lower exercise or base price per share, (ii) cancel outstanding options or stock appreciation rights under the 2017 Plan with exercise or base prices per share in excess of the then current fair market value per share for consideration payable in cash or in equity securities, and (iii) reduce the exercise or base price in effect for outstanding options or stock appreciation rights.

Stock Awards and Restricted Stock Units. Shares may be issued under the 2017 Plan subject to performance or service vesting requirements established by the plan administrator. Shares may also be issued as a fully-vested bonus for past services without any cash outlay required of the recipient.

Shares of our common stock may also be issued under the 2017 Plan pursuant to restricted stock units which entitle the recipients to receive those shares upon the attainment of designated performance goals or the completion of a prescribed service period or upon the expiration of a designated time period following the vesting of those units, including (without limitation), a deferred distribution date following the termination of the recipient's service with us. Restricted stock units subject to performance vesting may be structured so that the award converts into shares of our common stock at a rate based on the attainment level of performance for each performance objective.

Outstanding stock awards will be forfeited and restricted stock units will automatically terminate if the performance goals or service requirements established for such awards are not attained. However, the plan administrator will have the discretionary authority to vest or make payments in satisfaction of one or more outstanding awards as to which the designated performance goals or service requirements are not attained.

Restricted stock units may be settled in cash, shares of our common stock or a combination of both, as determined by the plan administrator. Dividend equivalents may be paid or credited, whether in cash or in actual or phantom shares of our common stock, on outstanding restricted stock units, upon such terms and conditions as determined by the plan administrator.

Automatic Grant Program. Participation in the automatic option grant program is limited to (i) each individual serving as anon-employee board member on the date of this offering and (ii) any individual who first becomes a non-employee board member after such date.

Awards under the automatic grant program will be made as follows:

- Each individual who is serving as a non-employee board member at the time of this offering will automatically be granted an award with a grant-date fair value equal to $ (such grant is an IPO Grant), provided that such individual has not previously been in the employ of the Company (or any parent or subsidiary). The IPO Grant will be in the form of restricted stock units.
- Each individual who first becomes a non-employee board member at any time after this offering will, on the date such individual joins the board, automatically be granted an award with a grant-date fair value equal to the applicable dollar amount, provided that individual has not previously been in our employ (such grant is an "Initial Grant"). The applicable dollar amount will be determined by the compensation committee at the time of each Initial Grant, but in no event will exceed $ per non-employee board member.
- On the date of each annual meeting of our stockholders, beginning with the 2018 annual meeting, each individual serving at that time as a non-employee board member will automatically be granted an award with a grant-date fair value equal to the applicable annual amount, provided that such individual has served in such capacity for a period of at least six (6) months (such grant is an Annual Grant). The applicable annual amount will be determined by the compensation committee on or before the date of the Annual Grant, but in no event will exceed $ per non-employee board member.
- The Compensation Committee will, on or before the applicable award date, determine the form of each Initial Grant or Annual Grant and may, accordingly, structure each such grant as a stock option or restricted stock unit award or any combination thereof. The value of an option share will be equal to the fair value of an option share as estimated on the date of grant under a valuation model approved by the Financial Accounting Standards Board for purposes of the Company's financial statements under FAS 123 (or any successor provision) and the value of a restricted stock unit will be equal to the fair market value, as defined in the 2017 Plan, per share of common stock on the date of grant.
- The shares subject to each IPO Grant and Initial Grant will vest in ( ) successive equal annual installments upon the non-employee board member's completion of each year of board service over the ( )-year period measured from the grant date. The shares subject to each Annual Grant will vest upon the earlier of (i) the non-employee board member's completion of one (1) year of board service measured from the grant date or (ii) his or her continued board service through the day immediately preceding the date of the first annual stockholders meeting following such grant date. However, the shares underlying each IPO Grant, Initial Grant and Annual Grant will immediately vest in full upon the cessation of the non-employee board member's services due to death or disability while a board member or immediately prior to certain changes in ownership or control during his or her period of board service.
- The shares underlying each restricted unit award made under the automatic grant program will be issued as those shares vest. However one or more non-employee board members may be allowed to defer, in accordance with applicable laws and regulations, the issuance of the vested shares to a designated date or until cessation of board service or an earlier change in control. Each restricted stock unit awarded under the automatic grant program will include a dividend equivalent right, which will be payable to the non-employee board member at the same time as the shares underlying that unit.

Change in Control. In the event we experience a change in control, each outstanding award may be (i) assumed by the successor corporation (or parent thereof), (ii) canceled and substituted with an award granted by the successor corporation (or parent thereof), (iii) otherwise continued in effect pursuant to the terms of the change in control transaction or (iv) replaced with a cash incentive program that preserves the intrinsic value of the award and provides for the subsequent vesting and payout of that value in accordance with the same vesting schedule in effect for that award. In the absence of such assumption, continuation or replacement of the award, the award will automatically vest in full immediately prior to the change in control. The plan administrator will have complete discretion to grant one or more awards which will vest upon a change in control or in the event the

individual's service with us or the successor entity terminates within a designated period following a change in control transaction.

Each award outstanding under the automatic grant program will automatically vest in full on an accelerated basis immediately prior to the change in control regardless of whether such award has been assumed or otherwise continued in effect in connection with the change in control.

Unless the definition of change in control is otherwise set forth in an individual award agreement, a "change in control" will be deemed to occur in the event of our change in ownership or control due to the following: (i) a merger, consolidation or other reorganization approved by our stockholders, unless securities representing more than fifty percent (50%) of the total combined voting power of the successor corporation are immediately thereafter beneficially owned, and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to such transaction; (ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Company's assets in liquidation or dissolution of the Company; (iii) the acquisition by a person or group of the beneficial ownership of securities possessing more than fifty percent (50%) of the total voting power of the Company's securities pursuant to a tender or exchange offer made directly to the Company's stockholders; or (iv) the composition of our board changes over a period of twelve (12) consecutive months or less such that a majority of the board ceases to be comprised of individuals who either (a) have been board members continuously since the beginning of such period, or (b) have been elected or nominated for election as board members during such period by at least a majority of the board members described in clause (a) who were still in office at the time the board approved such election or nomination.

Recapitalization. In the event any change is made to the outstanding shares of our common stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, spin-off transaction or other change affecting the outstanding common stock as a class without our receipt of consideration or should the value of our outstanding shares of common stock be substantially reduced by reason of a spin-off transaction or extraordinary dividend or distribution, or should there occur any merger, consolidation, reincorporation or other reorganization, then equitable adjustments will be made by the plan administrator to: (i) the maximum number and/or class of securities issuable under the 2017 Plan; (ii) the maximum number and/or class of securities for which any one person may be granted stock options or stand-alone stock appreciation rights that are settled in shares under the 2017 Plan in any fiscal year; (iii) the maximum number and/or class of securities for which any one person may be granted awards (other than stock options or stand-alone stock appreciation rights that are settled in shares) under the 2017 Plan in any fiscal year; (iv) the maximum number and/or class of securities that may be issued pursuant to incentive stock options; (v) the number and/or class of securities and the exercise or base price per share in effect under each outstanding award under the 2017 Plan, including under the automatic grant program, and the consideration (if any) payable per share; and (vi) the number and/or class of securities subject to outstanding repurchase rights under the 2017 Plan and repurchase price payable per share. Such adjustments will be made in such manner as the plan administrator deems appropriate, and such adjustments will be final, binding and conclusive.

Transferability and Stockholder Rights. Awards are generally not transferable and may only be exercised by the participant. No participant will have any stockholder rights with respect to any award until such award is exercised or vests and the underlying shares are issued.

Amendment and Termination. Our board of directors may amend or modify the 2017 Plan at any time subject to any stockholder approval required under applicable law or regulation or pursuant to the listing standards of the stock exchange on which our common stock is at the time primarily traded.

Unless sooner terminated by our board of directors, the 2017 Plan will terminate on the earliest of (i) the date immediately preceding the tenth anniversary of the Plan Effective Date, (ii) the date on which all shares available for issuance under the 2017 Plan have been issued as fully vested shares, or (iii) the termination of all outstanding awards in connection with certain changes in control or ownership.

Employee Stock Purchase Plan

We expect that our board of directors and stockholders will approve and adopt the ESPP, in its final form, prior to the completion of this offering, and that the ESPP will become effective on the day immediately prior to the completion of this offering.

Qualified Plan. We have adopted the ESPP in order to enable eligible employees to purchase shares of our common stock at a discount following the completion of this offering. The ESPP is intended to qualify as an employee stock purchase plan under Section 423 of the Code.

Authorized Shares. We plan to reserve an aggregate of [ ] shares of our common stock for issuance under the ESPP.

Plan Administration. The compensation committee of our board of directors will administer the ESPP. The term "plan administrator," as used in this summary, will mean our compensation committee to the extent it is acting within the scope of its administrative authority under the ESPP.

Eligible Participants. Our employees (and those of participating affiliates) who are regularly expected to work more than twenty (20) hours per week for more than five (5) months per calendar year are eligible to participate in the ESPP. However, the plan administrator may waive one or both of these service requirements prior to the start of the applicable offering period.

Payroll Deductions. Under the ESPP, eligible employees will be able to acquire shares of our common stock by accumulating funds through payroll deductions. Eligible employees will be able to select a rate of payroll deduction between one percent (1%) and fifteen percent (15%) of their eligible compensation, unless the plan administrator establishes a different maximum percentage prior to the start date of the applicable offering period.

Offering Periods. The ESPP is implemented through a series of offering periods under which participating employees will automatically be granted a nontransferable purchase right to purchase shares of our common stock in that offering period using their accumulated payroll deductions. Each individual who is an eligible employee on the start date of an offering period under the ESPP may enter that offering period only on such start date. We have not yet determined how long the first offering period will be, but it will commence on the date of this offering. Purchases will occur at the end of each six (6) month period within the offering period, unless determined otherwise by the plan administrator prior to the start of the applicable offering period (the purchase interval). Our compensation committee has the discretion to change the commencement date of each offering period. In no event may an offering period exceed twenty-seven (27) months. An employee's participation automatically ends upon termination of employment for any reason.

Limitation on Purchase. Unless the plan administrator determines otherwise prior to the start date of the applicable offering period, and subject to the limitations described below, each purchase right granted for an offering period will provide the participant with the right to purchase up to shares of common stock on each purchase date within that offering period for a maximum of shares for an offering period comprised of four purchase intervals.

Under no circumstances will purchase rights be granted under the ESPP to any eligible employee if such individual would, immediately after the grant, own or hold outstanding options or other rights to purchase, stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any parent or subsidiary.

In addition, the maximum number of shares purchasable in total by all participants on any one purchase date will not exceed shares.

However, the plan administrator has the authority, prior to the start of any offering period, to increase or decrease the limitations to be in effect for the number of shares purchasable per participant.

Accrual Limitations. No participant will have the right to purchase shares of our common stock in an amount that, when aggregated with the shares subject to purchase rights under all our employee stock purchase plans that are also in effect in the same calendar year, have a fair market value of more than $25,000, determined as of the first day of the applicable offering period.

Purchase Price. The purchase price for shares of our common stock purchased under the ESPP will be established by the plan administrator prior to the start of the offering period, but will not be less than eighty-five percent (85%) of the lower of the fair market value of our common stock on (i) the date the eligible employee enters an offering period and (ii) the purchase date.

Adjustment. If there is any change to our common stock by reason of any stock split, stock dividend, recapitalization, combination of shares, reincorporation, exchange of shares, spin-off transaction or other change in affecting our outstanding common stock without our receipt of consideration, or should the value of outstanding shares be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, then the plan administrator will equitably adjust (i) the maximum number and class of securities issuable under the ESPP, (ii) the maximum number and class of securities purchasable per participant during any offering period and on any one purchase date during that offering period, (iii) the maximum number and class of securities purchasable in total by all participants under the ESPP on any one purchase date and (iv) the number and class of securities and the price per share in effect under each outstanding purchase right. The adjustments will be made in such manner as the plan administrator deems appropriate, and such adjustments will be final, binding and conclusive.

Change in Control. If we experience a change in control (as defined in the ESPP), each outstanding purchase right will automatically be exercised, immediately prior to the effective date of the change in control. However, the applicable limitation on the number of shares of common stock purchasable per participant will continue to apply to any such purchase, but not the limitation applicable to the maximum number of shares of common stock purchasable in total by all participants.

Amendment; Termination. Unless it is terminated earlier by our board of directors, the ESPP will terminate on the earliest of (i) , 2027, (ii) the date on which all shares available for issuance under the ESPP have been sold pursuant to purchase rights exercised under the ESPP or (iii) the date on which all purchase rights are exercised in connection with a change in control.

Our board of directors may amend, suspend or terminate the ESPP at any time, subject to any stockholder approval required under applicable law.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of transactions since January 1, 2013 to which we have been a party in which the amount involved exceeds $120,000 and in which any of our directors, executive officers or beneficial holders of more than 5% of our common stock, or an affiliate or immediate family member thereof, had or will have a direct or indirect material interest.

Each agreement described below is filed as an exhibit to the registration statement of which this prospectus forms a part, and the following descriptions are qualified by reference to such agreements.

Compensation arrangements for our directors and named executive officers are described in this prospectus under the section entitled "Executive Compensation."

Investment by Acacia Research Corporation

On August 15, 2016 (the Issuance Date), we entered into an Investment Agreement with Acacia that provides for Acacia to invest up to $50 million in our Company, consisting of both debt and equity components. Pursuant to the Investment Agreement, we entered into the Acacia Note and Acacia Primary Warrant, and issued three additional warrants to Acacia, each of which entitles Acacia to purchase up to a number of shares of our common stock determined by dividing $700,000 by an exercise price per share equal to $8.1653 (assuming the conversion in full of the Acacia Note immediately prior to the completion of this offering). In March 2017, we amended these warrants to provide that the Acacia Primary Warrant will be automatically exercised in full upon the closing of this offering, and the exercise prices per share of all of the warrants held by Acacia will be the lower of (a) $8.1653 or (b) the initial public offering price in this offering.

Upon the closing date of this offering, all outstanding amounts of principal and accrued interest under the Acacia Note will have been converted into shares of common stock (which includes accrued interest through December 31, 2016) at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus), and (b) the Acacia Primary Warrant will be automatically exercised to purchase shares of common stock (based on an assumed initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of this prospectus).

Upon the exercise of the Acacia Primary Warrant in full, we will issue to Acacia a 10% Warrant pursuant to which Acacia will have the right to purchase 1,349,001 shares of common stock at an exercise price per share equal to the lesser of (a) $8.1653 or (b) the initial public offering price in this offering. The 10% Warrant will be exercisable by Acacia with respect to 50% of the shares as of its issuance date, and the remaining 50% of the shares will become exercisable on the first anniversary of the issuance date of the Acacia Primary Warrant. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Acacia Investment."

In August 2016, we entered into a two-year services agreement with Acacia whereby, upon our request from time to time, Acacia has agreed to provide us with support services and other assistance as we may reasonably request in connection with the acquisition, prosecution and development of our patent portfolio, the protection of our patented inventions from unauthorized use, the generation of licensing revenue from users of our patented technologies and the enforcement of our patent rights. The fees for such services will be mutually agreed upon by Acacia and us, subject to certain allocations set forth in the services agreement. To date, no such services have been provided to us, nor have any fees been charged, under such services agreement.

Secured Convertible Note Financing

In March 2017, we entered into the Note Purchase Agreement with Acacia and VLOC, LLC, which provided for such entities to purchase up to $8.0 million of Bridge Notes from us, with Acacia and VLOC, LLC each purchasing equal amounts of such Bridge Notes. Such Bridge Notes bear interest at the rate of 8% per year,

compounded quarterly, from the date of issuance. Our obligations under such Bridge Notes are secured by a security interest in substantially all of our assets, which is of equal priority to the security interests of Acacia under the Acacia Note. The members of VLOC, LLC include entities controlled by Chad and Ryan Steelberg, which own 50% of the membership interests in VLOC, LLC, and holders of our preferred stock.

Upon the completion of this offering, all of the Bridge Notes will automatically be converted into an aggregate of shares of our common stock at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus). Immediately prior to the completion of this offering, each lender will have the option to purchase any remaining Bridge Notes, which will be converted as provided above.

In connection with this financing, we issued an aggregate of 200,000 shares of our common stock to the lenders upon the execution of the Note Purchase Agreement. In addition, upon the funding of each installment, we will issue to the lenders, in the aggregate, (a) an additional 75,000 shares of our common stock, and (b) fully vested warrants to purchase a number of shares of our common stock equal to the greater of (i) 0.375% of our fully diluted shares outstanding prior to this offering, and (ii) 0.375% of our fully diluted shares outstanding following completion of this offering. Such warrants will have a term of ten years following the date of issuance and will have an exercise price per share equal to the lower of $8.1653 or the initial public offering price.

Acquisition of ROIM, Inc. and NextMedium, LLC

In July 2014, we acquired ROIM and NM through a series of transactions between entities where common control existed, as described below. ROIM was renamed “Veritone Media, Inc.” and subsequently was renamed “Veritone One, Inc.” NM was subsequently renamed “Veritone, LLC.” ROIM and NM are currently our wholly-owned subsidiaries.

On June 17, 2014, RAC was incorporated as a transitory entity for the purpose of acquiring the assets of ROIM. The stockholders of RAC included Newport Coast Investments, LLC (Newport), a California limited liability company beneficially owned and controlled by Chad and Ryan Steelberg. At the time of the transactions, Newport held approximately 66.6% of the voting power of RAC.

On July 14, 2014, RAC entered into the ROIM Agreement with BAT, an entity a majority of which was beneficially owned and controlled by Chad and Ryan Steelberg at the time of the transaction. Pursuant to the ROIM Agreement, RAC purchased the BAT IP and all of the outstanding shares of capital stock of ROIM from BAT in exchange for 2,161,938 shares of RAC’s Class B common stock and the BAT Note, which was payable to BAT in the original principal amount of $885,194.

In connection with the ROIM Agreement, RAC also assumed the following promissory notes: (i) two senior secured promissory notes of BAT dated October 24, 2012 and March 19, 2013 in the original aggregate principal amount of $2,000,000 (the Newport Notes) payable to Newport; (ii) two senior secured promissory notes of BAT dated October 24, 2012 and March 19, 2013 payable to BALLC, an unaffiliated Illinois limited liability company, in the original principal amount of $2,000,000; and (iii) certain senior secured promissory notes of BAT dated as of dates between September 27, 2013 and December 26, 2013 in the original aggregate principal amount of $4,900,000 (the Bridge Notes). The holders of the Bridge Notes described in subsection (iii) above are collectively referred to as the BAT Noteholders. On July 15, 2014, prior to the RAC Merger described below, the BAT Noteholders exchanged the Bridge Notes for the issuance of an aggregate of 1,038,066 shares of Class B common stock of RAC.

Also on July 15, 2014, Veritone and each of the stockholders of RAC entered into an Agreement and Plan of Merger, pursuant to which RAC was merged with and into Veritone, with Veritone as the surviving company in the merger (the RAC Merger). In connection with the RAC Merger, all of the outstanding capital stock of RAC was converted into an aggregate of 1,333,334 shares of Veritone’s common stock and 2,666,667 shares of Veritone’s Series A-1 preferred stock. The Newport Notes, the BALLC Notes and the BAT Note were assumed by Veritone in connection with the RAC Merger, and were repaid in full in July 2014.

On July 15, 2014, we and the members of Veritone, LLC, including Newport and Steel Holdings, LLC (both of which were beneficially owned and controlled by Chad and Ryan Steelberg) entered into a Unit Purchase Agreement, pursuant to which Veritone acquired all of the outstanding membership interests in Veritone, LLC in exchange for the issuance to such members of an aggregate of 1,500,000 shares of Veritone's common stock and 3,000,000 shares of Veritone's Series A preferred stock (the NM Transfer). Newport was the majority owner of Veritone, LLC and Chad and Ryan Steelberg are the beneficial owners of Newport. Therefore, Chad and Ryan Steelberg had indirect control over Veritone, LLC.

The terms of Veritone's Series A-1 preferred stock and Series A preferred stock issued in the RAC Merger and NM Transfer, respectively, were substantially identical except for the adverse treatment of the Series A-1 preferred stock in the event certain indemnification claims were made pursuant to the merger agreement in the RAC Merger. No indemnification claims were made under such merger agreement, and accordingly, all of the outstanding shares of Series A-1 preferred stock were automatically converted into shares of our Series A preferred stock on a one-for-one basis in July 2016. See "Management's Discussion and Analysis of Financial Condition and Results of Operations —Acquisition of ROIM, Inc. and NextMedium LLC."

BAT Stock Repurchase

On April 22, 2015, we entered into an asset purchase agreement with BAT (the BAT APA), pursuant to which we (i) repurchased and retired an aggregate of 2,556,090 shares of our capital stock, comprised of 852,030 shares of our common stock and 1,704,060 shares of our Series A-1 preferred stock, for a total purchase price of $1,419,000 and (ii) acquired BAT's rights under a First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 by and among Veritone, Inc. and certain new investors and stockholders of Veritone, Inc. The purchases under the BAT APA were made in connection with the then pending bankruptcy proceedings of BAT, and the U.S. bankruptcy court approved the transactions under the BAT APA. In December 2016, the Bankruptcy Court entered an order closing BAT's bankruptcy proceeding.

Common Stock Issuance

Pursuant to a Stock Issuance Agreement dated April 5, 2016 with NCI Investments, LLC (NCI), we issued 1,603,059 shares of our common stock valued at $0.90 per share to NCI, an entity beneficially owned by Chad and Ryan Steelberg, two of our executive officers, who are also directors and indirect stockholders of the Company (the Founders). The shares were issued to the Founders in consideration for services rendered to the Company in 2016. Subsequently NCI transferred all of such shares to BV16, LLC (BV16), which is beneficially owned by NCI and indirectly controlled by the Founders. In connection with this issuance, we entered into a Confidential Settlement and Indemnification Agreement dated March 28, 2016 with a stockholder who initially dissented to the issuance of shares to the Founders. Pursuant to the agreement, we agreed to issue to such stockholder an aggregate of 177,367 shares of our common stock and paid to such stockholder an amount equal to $287,582, representing the estimated taxes for the shares to be issued to such stockholder and the reimbursement of certain legal fees. Furthermore, we have agreed to indemnify such stockholder for (i) any and all tax obligations or liabilities incurred in connection with the issuance to such stockholder of the foregoing 177,367 shares of common stock; and (ii) any and all losses, damages, liabilities and costs incurred by such stockholder arising out of the sale by the bankruptcy estate of BAT of the shares of our common stock and Series A-1 Preferred Stock held by BAT and our subsequent redemption of such shares. Also on April 5, 2016, we entered into a Joinder Agreement with BV16 and NCI, pursuant to which both BV16 and NCI became parties to that certain Right of First Refusal, Offer and Co-Sale Agreement and Voting Agreement executed in July 2014 in connection with the Company's Series B preferred stock financing.

Voting Agreement

In connection with the execution of the Investment Agreement, we entered into a Voting Agreement with Acacia and certain holders of shares of our stock, including the Major Stockholders, with respect to the voting of

shares of our stock held by such holders following a public offering. Pursuant to the Voting Agreement, upon completion of this offering, our Board shall have a total of nine authorized directors. During a period of 24 months after the completion of this offering (the Voting Period), Acacia shall have the rights to nominate three directors to the Board. In addition, during the Voting Period, Acacia and the Major Stockholders, voting together as a group, will have the right to nominate six directors to the Board. Furthermore, during the Voting Period, Acacia and the Major Stockholders agree to vote all of their shares to elect the nine directors nominated by them pursuant to the Voting Agreement. In addition, during the terms of the Voting Agreement, Acacia has the right to designate three board observers and the Major Stockholders have the right to designate three Board observers.

The Voting Agreement provides that as long as Acacia retains the right to designate three (3) directors, the Company shall not enter into the following transaction with the affirmative vote of the majority of the Board, with at least one affirmative vote by an Acacia designee:

- any merger, acquisition, consolidation or other business combination in one or more related transactions involving the Company or a subsidiary of the Company with a transaction value that exceeds $50,000,000; or
- a sale, transfer or other disposition of capital stock or other assets of the Company, in each case for more than $50,000,000.

Investor Rights Agreement

We are party to an investor rights agreement, as amended, which provides, among other things, that certain holders of our capital stock have the right to demand that we file a registration statement or request that their shares of our capital stock be covered by a registration statement that we are otherwise filing. The parties to the investor rights agreement include NCI, BV16 and Newport Coast Investments, LLC, entities that are affiliated with our Chief Executive Officer and Chairman of the Board, Chad Steelberg, our President of Veritone One, Ryan Steelberg, and our current directors, Christopher Oates and Nathaniel Checketts. See the section titled “Description of Capital Stock—Registration Rights.”

Intercompany Administrative Agreement

On October 1, 2014, we entered into an Intercompany Administrative Service Agreement (Intercompany Agreement) with Steel Ventures, LLC (Steel Ventures), an entity owned and controlled by our Chief Executive Officer, Chad Steelberg, and our President, Ryan Steelberg. Pursuant to the Intercompany Agreement, Steel Ventures agreed to provide us with certain administrative, professional and technical services and other personnel and support resources for our day-to-day operations, including executive management, financial accounting, investor relations, legal and governance compliance and other services requested by us from time to time. Steel Ventures also agreed to make other services provided by third parties (other than services provided by Steel Ventures’ personnel) available to us, including the use of office facilities of Steel Ventures, human resources support and tax and auditing services. Under the agreement, Steel Ventures will bill us for these services, including (i) costs incurred by Steel Ventures, including salary and wages, incentives, payroll taxes, health care and other expenses; and (ii) costs of third party services, including allocable charges based on our fractional use of the third party resources.

The Intercompany Agreement had a term of two years from October 1, 2014, with two two-year renewal options, unless either party provided a 90-day advance notice to terminate the agreement. The Intercompany Agreement was terminated in September 2016. Under the Intercompany Agreement, we recorded expenses for services from Steel Ventures of approximately $1.1 million and $1.3 million in the years ended December 31, 2016 and 2015, respectively.

Reimbursement of Medical Expenses

The Company currently reimburses Chad and Ryan Steelberg for the costs of their separate healthcare plans. The Company reimbursed Chad Steelberg $30,306 and $23,733, for the years ended December 31, 2016 and

2015, 2016, respectively, for the costs of such plans. The Company reimbursed Ryan Steelberg $28,644 and $10,001 for the years ended December 31, 2016 and 2015, for the costs of such plans.

Limitation of Liability and Indemnification

Our amended and restated certificate of incorporation and our amended and restated bylaws, each of which will be effective upon the closing of this offering, will provide that we will indemnify our directors and officers to the fullest extent permitted under Delaware law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

- any breach of the director's duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation and our amended and restated bylaws will also provide that if Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. This limitation of liability does not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws will also provide that we shall indemnify our employees and agents to the fullest extent permitted by law. Our amended and restated bylaws also permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in this capacity, regardless of whether we would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware. We have obtained directors' and officers' liability insurance.

In connection with this offering, we intend to enter into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, provide for indemnification of our directors and executive officers for expenses, judgments, fines and settlement amounts incurred by this person in any action or proceeding arising out of this person's services as a director or executive officer or at our request. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The above description of the indemnification provisions of our amended and restated certificate of incorporation and our amended and restated bylaws is not complete and is qualified in its entirety by reference to these documents, each of which is filed as an exhibit to this registration statement to which this prospectus forms a part.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

Policies and Procedures for Related Party Transactions

Our board of directors has adopted a written related person transaction policy, to be effective upon the closing of this offering, setting forth the policies and procedures for the review and approval or ratification of related person transactions. This policy will cover, with certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which we were or are to be a participant, where the amount involved exceeds $120,000 in any fiscal year and a related person had, has or will have a direct or indirect material interest, including without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness and employment by us of a related person. In reviewing and approving any such transactions, our audit committee is tasked to consider all relevant facts and circumstances, including, but not limited to, whether the transaction is on terms comparable to those that could be obtained in an arm's length transaction and the extent of the related person's interest in the transaction. All of the transactions described in this section occurred prior to the adoption of this policy.

PRINCIPAL STOCKHOLDERS

The following table sets forth information, as of December 31, 2016, regarding the beneficial ownership of our common stock after giving effect to this offering, by:

- each person known by us to beneficially own more than 5% of our common stock;
- each of our directors;
- each of our named executive officers and our other current executive officers; and
- all of our executive officers and directors as a group.

Percentage ownership of our common stock "prior to the offering" in the table is based on shares of common stock issued and outstanding as of December 31, 2016, as adjusted to give effect to (i) the conversion of all outstanding shares of Series A preferred stock into 4,734,230 shares of common stock upon the completion of this offering, which includes shares issued upon conversion of liquidation preference accrued on the preferred stock through December 31, 2016; (ii) the automatic conversion of all outstanding Series B preferred stock into an aggregate of 3,740,248 shares of common stock immediately prior to the completion of this offering, which includes the accrued liquidation preference on such shares through December 31, 2016; (iii) the automatic conversion of all principal and interest under the Acacia Note into shares of our common stock immediately prior to the closing of this offering (which includes shares issued upon conversion of interest accrued through December 31, 2016), at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus); (iv) the issuance of shares of common stock upon the automatic exercise of the Acacia Primary Warrant on the closing date of this offering, at an exercise price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of this prospectus); and (v) the automatic conversion of the $8.0 million principal amount under the Bridge Notes into an aggregate of shares of common stock upon the completion of this offering at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus); and the issuance of shares of common stock to the purchasers of such notes under the terms of the Note Purchase Agreement (assuming the draw down in full of the amounts available thereunder). Percentage ownership of our common stock "after this offering" in the table is based on shares of common stock issued and outstanding on December 31, 2016, as adjusted as described above, and which gives further effect to the issuance of shares of common stock in this offering and assumes no exercise of the underwriters' option to purchase additional shares.

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC and includes voting or investment power with respect to securities. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to options, warrants or other rights held by such person that are currently exercisable or will become exercisable within 60 days of December 31, 2016, are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person. Unless otherwise indicated, the address of each of the individuals and entities named below is c/o Veritone, Inc., 3366 Via Lido, Newport Beach, CA 92663. Each of the stockholders listed has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

The underwriters have reserved for sale, at the initial public offering price, up to shares of our common stock that are being offered for sale to our directors, officers, employees, stockholders and customers, in a directed share program. We do not yet know whether any executive officer, director or stockholders named below will choose to purchase any reserved shares under the directed share program, but any purchase by them

will reduce the number of shares available for sale to the general public in this offering. Any reserved shares not purchased will be offered by the underwriters to the general public on the same terms as the other shares. The following table does not reflect any potential purchases pursuant to the directed share program.

Beneficial Owner	Shares Beneficially Owned Prior to the Offering	Percentage Beneficially Owned	
		Before the Offering	After the Offering
Named Executive Officers and Directors:			
Chad Steelberg	[ ](1)(2)		
Ryan Steelberg	[ ](2)(3)		
John M. Markovich	108,729		
Peter F. Collins	55,000(4)		
Jeffrey B. Coyne	65,000(4)		
Nathanial Checketts	15,625(5)		
G. Louis Graziadio, III	—		
Christopher J. Oates	68,476(6)		
All executive officers and directors as a group (8 persons)	[ ](7)		
5% Stockholders:			
Newport Coast Investments, LLC	5,480,930(8)		
Acacia Research Corporation	[ ](9)		

* represents less than 1%

(1) Consists of (i) 5,480,030 shares of common stock held by Newport Coast Investments, LLC; (ii) 1,603,059 shares of common stock held by BV16, LLC; (iii) 487,164 shares of common stock held by Steel Holdings, LLC; and (iv) 124,675 shares of common stock held by VIF I, LLC. Chad Steelberg is the Manager of both Steel Holdings, LLC and VIF I, LLC, and has voting and dispositive power over all of the shares held by Steel Holdings, LLC and VIF I, LLC. Chad and Christina Steelberg's grantor trust owns 50% of the membership interests of NCI Investments, LLC, and Chad Steelberg is the Manager of NCI Investments, LLC, which is the Manager of BV16, LLC. As such, Chad Steelberg has voting and dispositive power over all of the shares held by BV16, LLC.

(2) Chad and Ryan Steelberg are the trustees of their respective grantor trusts, which are the managing members of Newport Coast Investments, LLC. As such, Chad and Ryan Steelberg have shared voting and dispositive power over all of the shares held by Newport Coast Investments, LLC. Does not include (i) shares of common stock held by VLOC, LLC; and (ii) shares of common stock subject to outstanding warrants held by VLOC, LLC, which are exercisable within 60 days of December 31, 2016. Such shares and warrants represent the pecuniary interest of each of Chad and Ryan Steelberg in the shares and warrants held by VLOC, LLC. Each of Chad and Ryan Steelberg have a 12.5% membership interest in VLOC, LLC but do not have voting or dispositive power over the shares or warrants held by VLOC, LLC.

(3) Includes (i) 5,480,030 shares of common stock held of record by Newport Coast Investments, LLC; (ii) 1,603,059 shares of common stock held by BV16, LLC; and (iii) 163,568 shares of restricted common stock, of which 102,230 shares were subject to the Company's repurchase right as of December 31, 2016; Ryan Steelberg's grantor trust owns 50% of the membership interests of NCI Investments, LLC, which is the Manager of BV16, LLC. As such, Ryan Steelberg has shared voting or dispositive power over the shares held by BV16, LLC.

(4) Consists of restricted common stock, all of which are subject to the Company's repurchase right as of December 31, 2016.

(5) Consists solely of common stock subject to outstanding options, which are exercisable within 60 days of December 31, 2016.

(6) Consists of (i) 21,875 shares of common stock subject to outstanding options, which are exercisable within 60 days of December 31, 2016; and (ii) 46,971 shares of common stock held by RimLight, LLC. Mr. Oates is a managing director of RimLight, LLC and as such may be deemed to have voting and dispositive power

over the shares held by RimLight, LLC. Pursuant to Rule 13d-4 of the Exchange Act, Mr. Oates hereby declares that the filing of this registration statement shall not be construed as an admission that he is, for the purpose of Rule 13(d) or 13(g) of the Exchange Act, the beneficial owners of any securities, including any share of common stock held by RimLight, LLC. Does not include 87,206 shares of common stock beneficially owned by BV16, LLC, which represents the pecuniary interest of NIO Advisors, LLC in BV16, LLC. Mr. Oates is the Managing Member of NIO Advisors, LLC but does not have any voting or dispositive power over any of the shares held by BV16, LLC.

(7) Consists of (i) 5,480,030 shares of common stock held by Newport Coast Investments, LLC; (ii) 1,603,059 shares of common stock held by BV16, LLC; (iii) 124,675 shares of common stock held by VIF I, LLC; (iv) 487,164 shares of common stock held by Steel Ventures, LLC; (v) 163,568 shares of restricted common stock held by Ryan Steelberg; (vi) 108,729 shares of common stock held by John Markovich; (vii) 55,000 shares of restricted common stock held by Peter Collins; (viii) 65,000 shares of restricted common stock held by Jeffrey Coyne; (ix) 46,971 shares of common stock held by RimLight, LLC; and (x) 37,500 shares of common stock subject to outstanding options held by the executive officers and directors as a group, which are exercisable within 60 days of December 31, 2016. Does not include (i) shares of common stock held by VLOC, LLC; (ii) shares of common stock subject to outstanding warrants held by VLOC, LLC, which are exercisable within 60 days of December 31, 2016.

(8) Consists of (i) shares of common stock that will be issued upon the automatic conversion of all outstanding principal and accrued interest under the Acacia Note immediately prior to the completion of this offering (which includes interest accrued on the Acacia Note through December 31, 2016) at a conversion price per share equal to the lesser of (A) $8.1653 and (B) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus); and (ii) shares of common stock that will be issued upon the automatic exercise of the Acacia Primary Warrant in full at the closing of this offering at a exercise price per share equal to the lesser of (A) $8.1653, and (B) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus); (iii) shares of common stock that will be issued to Acacia upon completion of this offering upon the automatic conversion of all outstanding principal (including additional amounts advanced at the effective date of this offering) on the Bridge Note, issued at a conversion price per share equal to the lesser of (A) $8.1653, and (B) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus); and (iv) shares of common stock issuable upon exercise of Acacia's warrants that are exercisable within 60 days of the date hereof. Does not include the additional shares of common stock that will be issuable upon conversion of the interest accrued after December 31, 2016 under the Acacia Note or Acacia's Bridge Note, which will continue to accrue until the actual conversion upon completion of this offering.

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws that will be in effect upon the closing of this offering. Copies of these documents will be filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part. The description of our capital stock reflects changes to our capital structure that will occur upon the closing of this offering.

General

Upon the closing of this offering and the effectiveness of our amended and restated certificate of incorporation, our authorized capital stock will consist of [●] shares of common stock, par value $0.001 per share, and [●] shares of preferred stock.

Common Stock

Upon the completion of this offering, we expect that [●] shares of common stock, or shares of common stock if the underwriters exercise their option to purchase additional shares from us in full, will be issued and outstanding.

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine. See the section titled “Dividend Policy.”

Voting Rights

The holders of our common stock are entitled to one vote per share on all matters submitted to a vote of stockholders. We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation. Our amended and restated certificate of incorporation and amended and restated bylaws provide for a classified board of directors consisting of three classes of approximately equal size, each serving staggered three-year terms.

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights, and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

Upon the closing of this offering and the effectiveness of our amended and restated certificate of incorporation, our authorized shares of preferred stock will be [●] shares. Upon the closing of this offering, we

will have no shares of preferred stock outstanding. Under the terms of our certificate of incorporation that will become effective upon the closing of this offering, our board of directors is authorized to direct us to issue shares of preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock. We have no present plans to issue any shares of preferred stock.

Authorized but Unissued Capital Stock

The authorized but unissued shares of our common stock and our preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by NASDAQ listing standards. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Options

As of December 31, 2016, we had outstanding options to purchase an aggregate of 1,134,063 shares of our common stock, with a weighted average exercise price of $1.36 per share under our equity compensation plans.

Warrants

As of December 31, 2016, we had outstanding warrants to purchase an aggregate of shares of common stock, with a weighted average exercise price per share of $, consisting of the following: (i) the Acacia Primary Warrant; (ii) three warrants issued to Acacia to purchase an aggregate of up to shares of common stock (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus); (iii) an additional performance warrant issued to a third party to purchase up to 412,370 shares of common stock based upon the achievement of certain milestones set forth in such warrant; and (iv) warrants issued pursuant to the Note Purchase Agreement to purchase an aggregate of up to shares of common stock (assuming the drawdown in full of the amounts available thereunder, an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus, and no exercise of the underwriters' over-allotment option). Acacia has agreed that the Acacia Primary Warrant will be automatically exercised in full upon the closing of this offering to purchase shares of common stock (assuming an initial public offering price of $, the midpoint of the estimated price range set forth on the cover of this prospectus). Upon the exercise of the Acacia Primary Warrant, we will grant the Acacia 10% Warrant to Acacia, pursuant to which Acacia may elect to purchase up to 1,349,001 shares of common stock at an exercise price per share equal to the lower of (a) $8,1653 or (b) the initial public offering price. The Acacia 10% Warrant will be exercisable with respect to 50% of the shares at the time of issuance of the Acacia 10% Warrant, and with respect to the balance of the shares on the first anniversary of the issuance date of such warrant.

Registration Rights

Upon the closing of this offering, the holders of 8,309,666 shares of our common stock, or their transferees, will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without

restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of the lock-up agreement. See "Certain Relationships and Related Party Transactions —Investor Rights Agreement" elsewhere in this prospectus.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Our amended and restated certificate of incorporation and our amended and restated bylaws include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our company, as well as changes in our board of directors or management team, including the following:

Board of Directors Vacancies. Our amended and restated certificate of incorporation and amended and restated bylaws authorize only our board of directors to fill vacant directorships, including newly created seats. In addition, the number of directors constituting our board of directors is only permitted to be set by a resolution adopted by a majority vote of our entire board of directors. These provisions prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors and will promote continuity of management.

Classified Board. Our amended and restated certificate of incorporation and amended and restated bylaws provide that our board of directors be classified into three classes of directors, each of which hold office for a three-year term. In addition, directors may only be removed from the board of directors for cause. The existence of a classified board could delay a potential acquirer from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential acquirer.

Stockholder Action; Special Meeting of Stockholders. Our amended and restated certificate of incorporation provides that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our amended and restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our amended and restated bylaws. Our amended and restated bylaws further provide that special meetings of our stockholders may be called only by a majority of our board of directors, the chairman of our board of directors, our Chief Executive Officer or our President, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our amended and restated bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

No Cumulative Voting. The Delaware General Corporation Law provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not provide for cumulative voting.

Directors Removed Only for Cause. Our amended and restated certificate of incorporation provides that stockholders may remove directors only for cause.

Exclusive Venue. Our amended and restated certificate of incorporation will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of us; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees or agents to us or our stockholders; (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law or our amended and restated certificate of incorporation or amended and restated bylaws; or (iv) any action asserting a claim against us governed by the internal affairs doctrine. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with any action, a court could find the choice of forum provisions contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in such action.

Each of the foregoing provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of our Company by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change the control of our Company.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of our Company. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy rights. However, these provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in control of our Company or our management. As a consequence, these provisions also may inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;

- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Limitations on Liability and Indemnification

See the section of this prospectus titled "Certain Relationships and Related Party Transactions—Limitation of Liability and Indemnification."

Listing

We have applied to list our common stock on NASDAQ under the symbol "VERI."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be Computershare.

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our common stock. Future sales of substantial amounts of common stock in the public market, or the perception that such sales may occur, could adversely affect the market price of our common stock. Although we have applied to list our common stock on NASDAQ, we cannot assure you that our application will be approved or that there will be an active public market for our common stock.

Upon the closing of this offering, we will have outstanding an aggregate of shares of common stock, assuming the issuance of shares of common stock offered by us in this offering. Of these shares, all shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our "affiliates," including shares purchased through our directed share program as that term is defined in Rule 144 under the Securities Act, whose sales would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

Upon the closing of this offering, shares held by our affiliates, which consist of shares of common stock, will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rules 144 or 701 under the Securities Act, which are summarized below.

In addition, certain options and warrants to purchase shares of common stock were vested as of December 31, 2016, and, upon exercise, these shares will be eligible for sale subject to the lock-up agreements described below and Rules 144 and 701 under the Securities Act.

Rule 144

Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, who has beneficially owned shares of our common stock for at least six months would be entitled to sell in "broker transactions" or certain "riskless principal transactions" or to market makers, a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume in our common stock on NASDAQ during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of $50,000, the seller must file a notice on Form 144 with the SEC and NASDAQ concurrently with either the placing of a sale order with the broker or the execution directly with a market maker.

Non-Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is not an affiliate of ours at the time of sale, and has not been an affiliate at any time during the three months preceding a sale, and who has beneficially owned shares of our common stock for at least six months but less than a year, is entitled to sell such shares subject only to the availability of current public

information about us. If such person has held our shares for at least one year, such person can resell under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

Rule 701

In general, under Rule 701, any of an issuer's employees, directors, officers, consultants or advisors who purchases shares from the issuer in connection with a compensatory stock or option plan or other written agreement before the effective date of a registration statement under the Securities Act is entitled to sell such shares 90 days after such effective date in reliance on Rule 144. An affiliate of the issuer can resell shares in reliance on Rule 144 without having to comply with the holding period requirement, and non-affiliates of the issuer can resell shares in reliance on Rule 144 without having to comply with the current public information and holding period requirements.

The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after an issuer becomes subject to the reporting requirements of the Exchange Act.

Lock-up Agreements

We, our officers and directors and substantially all other security holders have agreed that, subject to certain customary exceptions, for a period of 180 days from the date of this prospectus, we and they will not, without the prior written consent of Wunderlich Securities, Inc. and Craig-Hallum Capital Group, LLC, offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exchangeable for our common stock. Wunderlich Securities, Inc. or Craig-Hallum Capital Group, LLC may release any of the securities subject to these lock-up agreements at any time without notice. For more information, see "Underwriting."

Equity Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of common stock subject to outstanding stock options and common stock issued or issuable under our stock plans. We expect to file the registration statement covering shares offered pursuant to our stock plans shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market, subject to compliance with the resale provisions of Rule 144.

Registration Rights

Upon the closing of this offering, the holders of 8,309,666 shares of our common stock, or their transferees, will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See "Certain Relationships and Related Transactions—Investor Rights Agreement" elsewhere in this prospectus for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration of, or the release of the shares from, the terms of the lock-up agreement.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following discussion is a summary of the material U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of the purchase, ownership and disposition of our common stock issued pursuant to this offering, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or non-U.S. tax laws are not discussed. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service, or the IRS, in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a Non-U.S. Holder of our common stock. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance that the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of our common stock.

This discussion is limited to Non-U.S. Holders that hold our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a Non-U.S. Holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income. In addition, it does not address consequences relevant to Non-U.S. Holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- persons subject to the alternative minimum tax;
- persons holding our common stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies and other financial institutions;
- brokers, dealers or traders in securities;
- "controlled foreign corporations," "passive foreign investment companies" and corporations that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt organizations or governmental organizations;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation; and
- tax-qualified retirement plans.

If an entity treated as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our common stock and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND/OR DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Definition of a Non-U.S. Holder

For purposes of this discussion, a "Non-U.S. Holder" is any beneficial owner of our common stock that is neither a "U.S. person" nor an entity treated as a partnership for U.S. federal income tax purposes. A U.S. person is any person that, for U.S. federal income tax purposes, is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or an entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

Distributions

As described in the section entitled "Dividend Policy," we do not anticipate declaring or paying dividends to holders of our common stock in the foreseeable future. However, if we do make distributions of cash or property on our common stock, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a Non-U.S. Holder's adjusted tax basis in its common stock, but not below zero. Any excess will be treated as capital gain and will be treated as described below under "—Sale or Other Taxable Disposition."

Subject to the discussion below on effectively connected income, backup withholding and FATCA (as defined below), dividends paid to a Non-U.S. Holder of our common stock will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty, provided that the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or other applicable documentation), certifying qualification for the lower treaty rate). If a Non-U.S. Holder holds the stock through a financial institution or other intermediary, the Non-U.S. Holder will be required to provide appropriate documentation to the intermediary, which then will be required to provide certification to the applicable withholding agent, either directly or through other intermediaries. A Non-U.S. Holder that does not timely furnish the required documentation, but that qualifies for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

If dividends paid to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such dividends are attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States.

Any such effectively connected dividends generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected dividends, as adjusted for certain items. Non-U.S. Holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Sale or Other Taxable Disposition

Subject to the discussion of FATCA below, a Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other taxable disposition of our common stock unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such gain is attributable);
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- our common stock constitutes a U.S. real property interest (USRPI), by reason of our status as a U.S. real property holding corporation, or USRPHC, for U.S. federal income tax purposes.

A gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

A gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided that the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, we believe we currently are not, and do not anticipate becoming, a USRPHC. Because the determination of whether we are a USRPHC depends, however, on the fair market value of our USRPIs relative to the fair market value of our non-U.S. real property interests and our other business assets, there can be no assurance that we currently are not a USRPHC or will not become one in the future. Even if we are or were to become a USRPHC, a gain arising from the sale or other taxable disposition by a Non-U.S. Holder of our common stock will not be subject to U.S. federal income tax if our common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market and such Non-U.S. Holder owned, actually or constructively, 5% or less of our common stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the Non-U.S. Holder's holding period.

Non-U.S. Holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Payments of dividends on our common stock will not be subject to backup withholding, provided that the applicable withholding agent does not have actual knowledge or reason to know that the holder is a United States person and the holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN or W-8BEN-E, as applicable, or W-8ECI, or otherwise establishes an exemption. However, information returns are required to be filed with the IRS in connection with any dividends on our common stock paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of our common stock within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting if the applicable withholding agent receives the certification described above and does not have actual knowledge or reason to know that such holder is a United States person, or the holder otherwise establishes an exemption. Proceeds of a disposition of our common stock conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, (FATCA) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or gross proceeds from the sale or other disposition of, our common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States-owned foreign entities" (each as defined in the Code), annually report certain information about such accounts and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and IRS guidance, withholding under FATCA generally will apply to payments of dividends on our common stock and, on or after January 1, 2017, to payments of gross proceeds from the sale or other disposition of such stock.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our common stock.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND/OR DISPOSITION OF OUR COMMON STOCK ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

UNDERWRITING

We are offering the shares of common stock described in this prospectus through a number of underwriters. Wunderlich Securities, Inc. and Craig-Hallum Capital Group, LLC are acting as joint book-running managers of the offering and as representatives of the underwriters. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of shares of common stock listed next to its name in the following table:

Name	Number of Shares
Wunderlich Securities, Inc.	
Craig-Hallum Capital Group, LLC	
Total	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are committed to purchase all the shares of common stock offered by us if they purchase any shares. However, the underwriters are not required to take or pay for the shares covered by the underwriters' option to purchase additional shares described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters propose to offer the shares directly to the public at the initial public offering price of $ set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. After the initial public offering of the shares, the offering price and other selling terms may be changed by the underwriters. Sales of shares made outside of the United States may be made by affiliates of the underwriters.

The underwriters have an option to buy up to additional shares of common stock from us to cover sales of shares by the underwriters which exceed the number of shares specified in the table above. The underwriters have 30 days from the date of this prospectus to exercise this over-allotment option. If any shares are purchased with this over-allotment option, the underwriters will purchase shares in approximately the same proportion as shown in the table above. If any additional shares of common stock are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered.

The underwriting fee is equal to the public offering price per share of common stock less the amount paid by the underwriters to us for each share of common stock. The underwriting fee is $ per share. The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Without Over-Allotment Exercise	With Full Over-Allotment Exercise
Per Share	$	**$**
Total	$	**$**

We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be approximately $ million. We have also agreed to pay the filing fees incident to, and the fees and disbursements of counsel for the underwriters in connection with, the required review by FINRA in connection with this offering, as set forth in the underwriting agreement.

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

We have agreed that, subject to limited exceptions, we will not (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly, or file with the Securities and Exchange Commission a registration statement under the Securities Act relating to, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any shares of common stock or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of shares of common stock or such other securities, in cash or otherwise), in each case without the prior written consent of Wunderlich Securities, Inc. and Craig-Hallum Capital Group, LLC for a period of 180 days after the date of this prospectus.

Our directors and executive officers and certain of our significant shareholders have entered into lock-up agreements with the underwriters prior to the commencement of this offering pursuant to which each of these persons or entities has agreed, subject to limited exceptions, for a period of 180 days after the date of this prospectus not to, without the prior written consent of Wunderlich Securities, Inc. and Craig-Hallum Capital Group, LLC: (1) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock (including, without limitation, common stock or such other securities which may be deemed to be beneficially owned by such directors, executive officers, managers and members in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant) or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the common stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of common stock or such other securities, in cash or otherwise, or (3) make any demand for or exercise any right with respect to the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

We have applied to list our common stock on NASDAQ under the symbol “VERI.”

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves purchasing and selling shares of common stock in the open market for the purpose of preventing or retarding a decline in the market price of the common stock while this offering is in progress. These stabilizing transactions may include making short sales of the common stock, which involves the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in this offering, and purchasing shares of common stock on the open market to cover positions created by short sales. Short sales may be “covered” shorts, which are short positions in an amount not greater than the underwriters’ over-allotment option referred to above, or may be “naked” shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their over-allotment option, in whole or in part, or by purchasing shares in the open market. In making this determination, the underwriters will consider, among other things, the price of shares available for purchase in the open market compared to the price at which the underwriters may purchase shares through the over-allotment option. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open

market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase shares in the open market to cover the position.

The underwriters have advised us that, pursuant to Regulation M of the Securities Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the common stock, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase common stock in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock and, as a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on NASDAQ, in the over-the-counter market or otherwise.

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our common stock or that the shares will trade in the public market at or above the initial public offering price.

The underwriters have reserved for sale, at the initial public offering price, up to shares of our common stock that are being offered for sale to our directors, officers, employees, stockholders and customers, in a directed share program. We do not yet know whether any such person will choose to purchase any reserved shares under the directed share program, but any purchase by them will reduce the number of shares available for sale to the general public in this offering. Any reserved shares not purchased will be offered by the underwriters to the general public on the same terms as the other shares.

Certain of the underwriters and their affiliates have provided in the past to us and our affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for us and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. In addition, from time to time, certain of the underwriters and their affiliates may effect transactions for their own account or the account of customers, and hold on behalf of themselves or their customers, long or short positions in our debt or equity securities or loans.

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such

securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Morgan, Lewis & Bockius LLP, Costa Mesa, California. Stradling, Yocca, Carlson & Rauth, P.C. has acted as counsel for the underwriters in connection with certain legal matters related to this offering.

EXPERTS

The consolidated financial statements of Veritone, Inc. and its subsidiaries as of December 31, 2016 and 2015, and for the years ended December 31, 2016 and 2015, have been included herein in reliance on the report of Marcum LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules filed therewith. For further information about us and the common stock offered hereby, we refer you to the registration statement and the exhibits and schedules filed thereto. Statements contained in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the registration statement.

You may inspect a copy of the registration statement and the exhibits and schedules to the registration statement without charge at the Public Reference Room of the SEC at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You can receive copies of these documents upon payment of a duplicating fee by writing to the SEC. The SEC maintains a website at *www.sec.gov* that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. You can also inspect our registration statement on this website.

VERITONE, INC.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Audit Committee of the Board of Directors and Shareholders of Veritone, Inc.

We have audited the accompanying consolidated balance sheets of Veritone, Inc. (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Veritone, Inc. as of December 31, 2016 and 2015, and the consolidated results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company had recurring net losses and negative cash flows from operations that raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding these matters also are described in Note 2. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Marcum LLP
Irvine, CA
March 15, 2017

VERITONE, INC.

CONSOLIDATED BALANCE SHEETS
(in thousands, except per share and share data)

	As of December 31, 2016	As of December 31, 2015
ASSETS		
Cash and cash equivalents	$ 12,078	$ 19,197
Accounts receivable	4,834	6,091
Expenditures billable to clients	3,384	1,220
Prepaid expenses and other current assets	1,071	766
Deferred offering costs	8,317	—
Total current assets	29,684	27,274
Property, equipment and improvements, net	68	52
Patents	—	500
Capitalized software, net	321	440
Other assets	592	—
Total assets	$ 30,665	$ 28,266
LIABILITIES, REDEEMABLE CONVERTIBLE PREFERRED STOCK, AND STOCKHOLDERS' EQUITY (DEFICIT)		
Accounts payable	$ 12,321	$ 21,192
Accrued liabilities	9,837	1,632
Customer advances	1,841	4,846
Convertible note payable, net of discount ($482 and $0 as of December 31, 2016 and 2015, respectively)	19,804	—
Warrant liability	7,114	—
Total current liabilities	50,917	27,670
Other liabilities	22	28
Total liabilities	50,939	27,698
Commitments and contingencies (Note 8)		
Redeemable convertible preferred stock:		
Series B Preferred Stock, par value $0.001 per share, 3,092,781 shares authorized, issued and outstanding (aggregate liquidation preference of $18,138 at December 31, 2016 and $16,800 at December 31, 2015)	17,897	16,459
Series A Preferred Stock, par value $0.001 per share, 5,666,667 shares authorized, 3,914,697 shares at December 31, 2016 and 3,000,000 shares at December 31, 2015 issued and outstanding (aggregate liquidation preference of $8,353 at December 31, 2016 and $5,929 at December 31, 2015)	5,453	3,020
Series A-1 Preferred Stock, par value $0.001 per share, 2,666,667 shares authorized, 0 shares issued and outstanding at December 31, 2016 and 914,697 shares at December 31, 2015 (aggregate liquidation preference of $0 at December 31, 2016 and $1,808 at December 31, 2015)	—	667
Total redeemable convertible preferred stock	23,350	20,146
Stockholders' equity (deficit):		
Common Stock, par value $0.001 per share, 38,500,000 shares authorized, 4,368,020 shares issued and outstanding at December 31, 2016 and 2,168,755 shares at December 31, 2015	4	2
Additional paid-in capital	(2,105)	(4,527)
Accumulated deficit	(41,523)	(15,053)
Total stockholders' equity (deficit)	(43,624)	(19,578)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	$ 30,665	$ 28,266

The accompanying notes are an integral part of these consolidated financial statements.

VERITONE, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share and share data)

	For the Year Ended December 31,	
	2016	2015
Net revenues	$ 8,911	$ 13,928
Cost of revenue	1,577	1,860
Gross profit	7,334	12,068
Operating expenses:		
Sales and marketing expenses	8,279	5,735
Research and development expenses	7,900	4,633
General and administrative expenses	14,935	7,990
Total operating expenses	31,114	18,358
Loss from operations	(23,780)	(6,290)
Other income (expense), net:		
Interest expense	(430)	—
Other income	950	85
Total other income (expense), net	520	85
Loss before provision for income taxes	(23,260)	(6,205)
Provision for income taxes	6	5
Net loss	$ (23,266)	$ (6,210)
Accretion of redeemable convertible preferred stock	(3,204)	(3,330)
Net loss attributable to common stockholders	$ (26,470)	$ (9,540)
Basic and diluted net loss per share	$ (7.68)	$ (4.04)
Weighted-average shares used to compute basic and diluted net loss per share	3,447,224	2,361,220

The accompanying notes are an integral part of these consolidated financial statements.

VERITONE, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(in thousands, except per share and share data)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total
	Shares	Amount			
Balance as of January 1, 2015	3,065,324	$ 3	$ (4,654)	$ (4,724)	$ (9,375)
Buy-back of common stock	(875,985)	(1)	—	(789)	(790)
Stock-based compensation expense	—	—	127	—	127
Forfeiture of restricted stock, net	(20,584)	—	—	—	—
Accretion of redeemable convertible preferred stock	—	—	—	(3,330)	(3,330)
Net loss	—	—	—	(6,210)	(6,210)
Balance as of December 31, 2015	2,168,755	2	(4,527)	(15,053)	(19,578)
Stock issued to dissenting stockholder (See note 5)	177,367	—	159	—	159
Exercise of options	85,845	—	77	—	77
Issuance of warrants	—	—	458	—	458
Stock-based compensation expense	1,603,059	2	1,728	—	1,730
Issuance of restricted stock, net	332,994	—	—	—	—
Accretion of redeemable convertible preferred stock	—	—	—	(3,204)	(3,204)
Net loss	—	—	—	(23,266)	(23,266)
Balance as of December 31, 2016	4,368,020	$ 4	$ (2,105)	$ (41,523)	$(43,624)

The accompanying notes are an integral part of these consolidated financial statements.

VERITONE, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	For the Year Ended December 31,	
	2016	**2015**
Cash flows from operating activities:		
Net loss	$ (23,266)	$ (6,210)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	151	57
Intangible asset impairment charges	500	500
Amortization of debt issuance costs and discount	144	—
Change in fair value of warrant liability	(950)	—
Stock issued to dissenting shareholder	159	—
Stock-based compensation expense	1,730	127
Changes in assets and liabilities:		
Accounts receivable	1,257	(2,770)
Expenditures billable to clients	(2,164)	1,983
Prepaid expenses and other current assets	(305)	506
Accounts payable	(9,188)	8,480
Accrued liabilities	8,441	500
Customer advances	(3,005)	(771)
Other liabilities	(6)	1
Net cash (used in) provided by operating activities	(26,502)	2,403
Cash flows from investing activities		
Capital expenditures	(37)	(22)
Software development expenditures	—	(472)
Other	(100)	—
Net cash used in investing activities	(137)	(494)
Cash flows from financing activities		
Proceeds from issuance of convertible note payable	20,000	—
Debt issuance costs	(168)	—
Warrant issuance costs	(253)	—
Deferred offering costs	(136)	—
Payment for buy-back of Series A-1 Preferred Stock and Common Stock	—	(1,459)
Proceeds from exercise of Stock options	77	—
Net cash provided by (used in) financing activities	19,520	(1,459)
(Decrease) increase in cash	(7,119)	450
Cash and cash equivalents, beginning of period	19,197	18,747
Cash and cash equivalents, end of period	$ 12,078	$ 19,197
Supplemental Disclosure of Cash Flow Information		
Cash paid during the periods for:		
Interest	$ —	$ —
Income taxes	$ 13	$ 6
Non-cash investing and financing activities:		
Deferred offering costs	$ 8,064	$ —
Unpaid deferred IPO cost	$ 316	$ —

The accompanying notes are an integral part of these consolidated financial statements.

VERITONE, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(in thousands, except per share and share data)

NOTE 1. DESCRIPTION OF BUSINESS

Veritone, Inc. ("Veritone") and its wholly-owned subsidiaries Veritone Media, Inc., Veritone Enterprise, LLC, Veritone LLC, and Veritone Politics, LLC (collectively, the "Company"), is a cloud-based cognitive software company that extracts understanding from unstructured audio and video data. Veritone's platform incorporates patented technology to manage and integrate a wide variety of artificial intelligence processes to mimic human cognitive functions such as perception, reasoning, prediction and problem solving to transform unstructured data. The Company's platform stores the cognitive engine results in a searchable, time-correlated index, creating an online, searchable library of audio and video data that enables analysis and automated business solutions. By using an open architecture, the platform can be scalable to add additional cognitive engines, and can be leveraged for a broad range of industries that capture or use audio and video data, including, without limitation, media, politics, legal and other commercial and government vertical markets.

Veritone was incorporated as Veritone Delaware, Inc. on June 13, 2014 and changed its name to Veritone, Inc. on July 15, 2014. In July 2014, Veritone merged with ROIM Acquisition Corp. (RAC), which owned all of the capital stock of ROIM, Inc. (ROIM). Veritone was the surviving corporation in the RAC merger and ROIM became a wholly-owned subsidiary of Veritone following that merger. At that time, Chad Steelberg and Ryan Steelberg, who are brothers, were the majority stockholders of Veritone, RAC and ROIM via direct or indirect ownership interests. Also, in July 2014, Veritone acquired all of the outstanding membership interests in NextMedium, LLC (NM). Chad Steelberg and Ryan Steelberg indirectly owned the majority of the membership interests in NM. The Company accounted for these transactions as mergers under common control based upon the guidance in ASC 805-50, so that the assets and liabilities of RAC, ROIM and NM were recorded by the Company at their carryover basis.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The summary of significant accounting policies presented below is designed to assist in understanding the Company's consolidated financial statements. Such consolidated financial statements and accompanying notes are the representations of the Company's management, who is responsible for their integrity and objectivity.

Liquidity and Capital Resources

The Company incurred net losses of $(23,266) and $(6,210) in the years ended December 31, 2016 and 2015, respectively. The net losses were incurred as the Company expanded the capabilities of its platform and increased its sales and marketing initiatives to develop customer relationships in its SaaS licensing business. In addition, the Company has convertible notes payable of $20,286 that are due in November 2017, which significantly contributed to the Company's net working capital deficit of $(21,233) as of December 31, 2016. Net cash used in operating activities was $(26,502) during the year ended December 31, 2016. The combination of a history of operating losses, significant cash used in operating activities, and a net working capital deficit raise substantial doubt as to the Company's ability to continue as a going concern.

The Company's board of directors and management have taken the following actions to provide sufficient capital for the Company to operate for at least the next year:

- Entered into a line of credit that will provide at least $4,000 of cash in March 2017 and April 2017, and could provide an additional $4,000 of cash in May 2017 and June 2017 at the option of the lenders;

- Filed a registration statement in anticipation of an initial public offering (IPO) of the Company's common stock that is expected to provide net cash proceeds of at least $12,000;
- Arranged a stock warrant that was issued to Acacia Research Corporation, which will result in the Company receiving approximately $29,500 immediately following the IPO through the exercise of this stock warrant;
- Structured the convertible notes payable, which have a principal and accrued interest balance of $20,286 as of December 31, 2016, such that they will convert into shares of the Company's common stock at the time of the IPO; and
- Negotiated with the line of credit lenders so that the outstanding balance of the line of credit will convert into shares of the Company's common stock at the time of the IPO.

The Company's ability to complete its IPO and raise sufficient capital is uncertain. The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern; however, the above conditions raise substantial doubt about the Company's ability to do so. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

Principles of Consolidation

The accompanying consolidated financial statements include the balances of Veritone, Inc. and its subsidiaries. All significant intercompany transactions have been eliminated in consolidation.

Use of Accounting Estimates

The preparation of the accompanying consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the accompanying consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. The principal estimates relate to the valuation of common stock, stock awards, and stock warrants. Actual results could differ from those estimates.

Fair Value of Financial Instruments

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy, which is based on three levels of inputs, the first two of which are considered observable and the last unobservable, that may be used to measure fair value, is as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company's financial instruments, other than its stock warrants, consist primarily of cash and cash equivalents, accounts receivable, and accounts payable. The Company has determined that the carrying values of these instruments for the periods presented approximate fair value due to their short-term nature.

The Company's stock warrants are categorized as Level 3 within the fair value hierarchy. Stock warrants have been recorded at their fair value using a probability expected weighted return model. This model incorporates contractual terms, maturity, risk free rates and volatility. The value of the Company's stock warrants would increase if a higher risk free interest rate were used, and the value of the Company's stock warrants would decrease if a lower risk free interest rate were used. Similarly, a higher volatility assumption would increase the value of the stock warrants, and a lower volatility assumption would decrease the value of the stock warrants. The development and determination of the unobservable inputs for Level 3 fair value measurements and fair value calculations are the responsibility of the Company's management with the assistance of a third party valuation specialist.

The following table summarizes quantitative information with respect to the significant unobservable inputs used for the Company's stock warrants that are categorized within the Level 3 fair value hierarchy:

	December 31, 2016
Volatility	80.0%
Risk free rate	1.84%
Discount for lack of marketability	20.0%

The following table represents a reconciliation of the Level 3 measurement of the Company's Primary Warrant:

Balance, January 1, 2016	$ —
Issuance of warrant	8,064
Change in fair value of warrant liability	(950)
Balance, December 31, 2016	$7,114

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and deposits in money market funds with original maturities of three months or less. At December 31, 2016 and 2015, the Company had $2,156 and $12,996, respectively, in money market accounts carried at fair value (Level 1).

Revenue Recognition

Net revenues for the periods presented were comprised of the following:

	Year Ended December 31,	
	2016	2015
Media agency revenue	$ 8,404	$ 13,887
SaaS software revenue	507	41
Total net revenue	$ 8,911	$ 13,928

Media Agency Revenue

The Company generates revenues primarily from services performed under advertising contracts. The Company's contracts typically provide for the Company to receive a percentage of the total fees for the advertising placements of its customers. Media providers, such as radio stations, are required to provide proof of service that the advertising was run or aired before the Company can invoice its customers. Under the advertising contracts, the Company is deemed to be an agent and, as such, presents revenues on a net basis, reflecting the percentage of the total fees earned by the Company.

Revenue is recognized when the advertisement is aired by the media provider in accordance with the client arrangement. Prior to recognizing revenue, persuasive evidence of an arrangement must exist, the sales price must be fixed or determinable, performance by the media provider must be completed in accordance with the client arrangement, and collection must be reasonably assured. Expenditures billable to clients are primarily comprised of production and media costs that have been incurred but have not yet been billed to clients, as well as fees that have been earned which have not yet been billed to clients. Unbilled amounts are presented in expenditures billable to clients regardless of whether they relate to our fees or production or media costs.

The Company's customers are often required to make a deposit or pre-pay the media advertising plan. Such amounts are reflected as customer advances on the Company's consolidated balance sheets until all revenue recognition criteria have been met.

During the years ended December 31, 2016 and 2015, the Company made $75,074 and $109,919 in gross media placements, including $64,923 and $98,631 billed directly to customers, respectively. Of the amounts billed directly to customers, $56,519 and $85,050 represented media-related costs netted against billings during the years ended December 31, 2016 and 2015, respectively.

Software Revenue

The Company also derives its revenue from software-as-a-service ("SaaS") offerings and time-based software subscriptions. The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable, and collection is reasonably assured.

SaaS revenue arrangements and time-based software subscriptions typically have an initial term ranging in duration from three to 24 months and are renewable on an annual basis. The Company allocates the value of the SaaS arrangement to each separate unit of accounting based on the best estimated selling price. Revenue allocated to the SaaS/software subscription element is recognized ratably over the non-cancellable term of the SaaS/subscription service. The Company recognizes revenue allocated to other units of accounting included in the arrangement upon the earlier of the completion of the service or the expiration of the customer's right to receive the service. Customers are billed in arrears via invoices for services used. Customers have contracts that provide for a minimum monthly commitment.

The Company's arrangements do not contain general rights of return. However, credits may be issued to customers on a case-by-case basis. The contracts do not provide customers with the right to take possession of the software supporting the applications.

Accounts Receivable and Expenditures Billable to Clients

Accounts receivable consisted primarily of amounts due from customers under normal trade terms. Allowances for uncollectible accounts are provided for based upon a variety of factors, including historical amounts written-off, an evaluation of current economic conditions, and assessment of customer collectability. As of December 31, 2016 and 2015, no allowance for doubtful accounts was recorded as all amounts were considered collectible.

The amounts due from customers under normal trade terms that were not yet billed as of December 31, 2016 and 2015 are reflected as expenditures billable to clients. The balance of expenditures billable to clients can increase or decrease depending upon the timing of when vendor invoices were received for media placements and the timing of when the period end financial statements are prepared.

Property, Equipment and Improvements

Property, equipment and improvements, net are stated at cost. Repairs and maintenance to these assets are charged to expense as incurred; major improvements enhancing the function and/or useful life are capitalized.

Depreciation and amortization are computed using the straight-line method over the estimated useful lives (or lease term, if shorter) of the related assets.

The useful lives of property, equipment and improvements, net are as follows:

- Property and equipment 3 years
- Leasehold improvements 5 years or the remaining life of the lease, whichever is shorter

The Company assesses the recoverability of property, equipment and improvements whenever events or changes in circumstances indicate that their carrying value may not be recoverable. There was no impairment of property, equipment and improvements for the periods presented.

Patents

The Company and certain of its subsidiaries currently have registered or have applied for 87 patents in the United States and a number of foreign countries. Costs related to filing and pursuing patent applications are charged to expense as incurred, as recoverability of such expenditures is uncertain. On July 15, 2014, the Company capitalized $1,500 of patent development costs as the result of the acquisition of NM. The Company evaluates its patents typically in the fourth quarter of each year for impairment, or more frequently if indicators are present or changes in circumstances suggest that impairment may exist. See Note 3 for further details.

Stock-Based Compensation

The Company recognizes stock based compensation expense related to grants to employees based on grant date fair values of the stock options and restricted stock granted, amortized over the requisite service period.

Tax benefits related to stock-based compensation are recognized as a reduction to deferred taxes until the related tax deductions reduce current income taxes. When such event occurs, the tax benefits are then recognized through additional paid in capital. The Company allocates the tax benefits based on the provisions in the tax laws that identify the sequence in which the amounts are utilized for tax purposes. See Note 5—Stockholders' Equity (Deficit).

Software Development Costs

Software development costs required to be capitalized under ASC 985-20, Costs of Software to be Sold, Leased, or Marketed, or under ASC 350-40, Internal-use Software, were not material to our financial statements in 2016. In 2015, the Company capitalized software development costs once technological feasibility for its platform was established. The Company followed ASC 985-20 in accounting for the 2015 software development costs. Software development costs are amortized on a straight-line basis over their estimated useful life, generally three to five years. Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets. There were no impairments to software development costs for the periods presented.

Income Taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are established for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at tax rates expected to be in effect when such temporary differences are expected to reverse.

The Company assesses the likelihood that the deferred tax assets will be recovered from future taxable income and, if recovery is not more likely than not, the Company establishes a valuation allowance to reduce the

deferred tax assets to the amounts expected to be realized. Realization of the deferred tax assets is dependent on the Company generating sufficient taxable income in future years to obtain a benefit from the reversal of temporary differences and from net operating losses.

The Company utilizes a two-step approach to recognizing and measuring uncertain tax positions. The first step is to determine whether the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes. If the first test is met, then the second step is to measure the tax benefit as the largest amount which is more than 50% likely of being realized upon ultimate settlement. As of December 31, 2016, no liabilities were required to be recorded related to tax positions taken.

Debt Issuance Costs

The Company defers and amortizes fees paid in connection with the issuance of the convertible note payable. These fees are amortized using a method that approximates the effective interest method over the term of the related financing. The unamortized debt issuance cost is netted against the principal amount of the convertible note payable.

Discounts for Debt and Redeemable Convertible Stock

The Company amortizes debt discounts over the term of the debt using a method that approximates the effective interest method. The Company amortizes redeemable convertible stock discounts from the issuance date to the earliest redemption date using a method that approximates the effective interest method.

Concentration of Risk

The Company places its cash and cash equivalents with what management believes are quality financial institutions in the United States. At times, the value of the United States deposits exceed federally insured limits. The Company has not experienced any losses in such accounts.

Two customers accounted for approximately 30% of the Company's net revenues for the year ended December 31, 2016. These same customers accounted for $939, respectively, of the Company's accounts receivable balance as of December 31, 2016. The Company had three vendors which accounted for $5,220 of its accounts payable balance as of December 31, 2016.

Two customers accounted for approximately 43% of the Company's net revenues for the year ended December 31, 2015. These same customers accounted for $3,352 of the Company's accounts receivable balance as of December 31, 2015. The Company had three vendors which accounted for $10,019 of its accounts payable balance as of December 31, 2015.

Earnings Per Share

Basic and diluted net loss per common share is presented in conformity with the two-class method. Holders of Series A, A-1, and B preferred stock are each entitled to receive cumulative dividends at a rate of eight percent per year, payable prior to any dividends on the Company's common stock. In the event a dividend is paid on common stock, the holders of redeemable convertible preferred stock are entitled to a proportionate share of any such dividend as if they were holders of common stock on an as-converted to common stock basis.

Under the two-class method, basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding. Net loss attributable to common stockholders is calculated as net loss less current period redeemable convertible preferred stock dividends and accretion. Diluted net loss per share attributable to

common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding, including potential dilutive shares of common stock assuming the dilutive effect of redeemable convertible preferred stock and outstanding stock options and warrants using the treasury stock method or if-converted method, whichever is more dilutive. As the Company reported net losses attributable to common stockholders for all periods presented, all potentially dilutive shares of common stock are antidilutive for such periods.

The following table presents the computation of basic and diluted net loss per common share:

	Year Ended December 31,	
	2016	2015
Historical net loss per share		
Numerator		
Net loss	$ (23,266)	$ (6,210)
Accretion of redeemable convertible preferred stock	(3,204)	(3,330)
Net loss attributable to common stockholders	$ (26,470)	$ (9,540)
Denominator		
Weighted-average common shares outstanding	3,675,962	2,719,434
Less: Weighted-average shares subject to repurchase	(228,738)	(358,214)
Denominator for basic and diluted net loss per share attributable to common stockholders	3,447,224	2,361,220
Basic and diluted net loss per share attributable to common stockholders	$ (7.68)	$ (4.04)

Potentially dilutive securities that were not included in the calculation of diluted net loss per share attributable to common stockholders because their effect would be anti-dilutive are as follows (in common equivalent shares):

	Year Ended December 31,	
	2016	2015
Common stock subject to repurchase	348,143	132,750
Common stock options	1,134,063	1,056,998
Warrants to purchase common stock	4,155,749	—
Shares issuable upon conversion of the convertible note payable	2,484,419	—
Redeemable convertible preferred stock	8,473,221	7,847,331
	16,595,595	9,037,079

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09"), which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount that the entity expects to be entitled to receive when products are transferred to customers. ASU 2014-09 will be effective for the Company in its year ended December 31, 2019, and for interim periods beginning in its first quarter of 2020. Early adoption is permitted. Subsequently, the FASB has issued the following standards related to ASU 2014-09: ASU No. 2016-08, Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations ("ASU 2016-08"); ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing ("ASU 2016-

10"); and ASU No. 2016-12, Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients ("ASU 2016-12"). The Company must adopt ASU 2016-08, ASU 2016-10 and ASU 2016-12 with ASU 2014-09 (collectively, the "new revenue standards"). The new revenue standards may be applied retrospectively to each prior period presented or prospectively with the cumulative effect recognized as of the date of adoption. The Company is currently evaluating the timing of its adoption and the impact of adopting the new revenue standards on its consolidated financial statements.

In August 2014, the FASB issued ASU 2014–15, "Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern," which requires management to perform interim and annual assessments of an entity's ability to continue as a going concern (meet its obligations as they become due) within one year after the date that the financial statements are issued. If conditions or events raise substantial doubt about the entity's ability to continue as a going concern, certain disclosures are required. This ASU has been adopted and the provisions of this update are reflected in its accompanying consolidated financial statements as of December 31, 2016.

In April 2015, the FASB issued ASU 2015-03, "Interest—Imputation of Interest," which requires debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts and shall not be classified as a deferred charge or deferred credit. The recognition and measurement guidance for debt issuance costs are not affected by the amendments of this update. This ASU has been adopted and the provisions of this update are reflected in the accompanying consolidated financial statements as of December 31, 2016.

In November 2015, the FASB issued ASU No. 2015–17, "Income Taxes: Balance Sheet Classification of Deferred Taxes," to require that deferred tax liabilities and assets be classified entirely as non-current. This amended guidance is effective for fiscal years beginning after December 15, 2017, including interim periods beginning after December 15, 2018. Early adoption is permitted, and the amended guidance may be applied prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company is currently evaluating the impact of adopting this standard on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." The amendments under this pronouncement will change the way all leases with duration of one year of more are treated. Under this guidance, lessees will be required to capitalize virtually all leases on the balance sheet as a right-of-use asset and an associated financing lease liability or capital lease liability. The right-of-use asset represents the lessee's right to use, or control the use of, a specified asset for the specified lease term. The lease liability represents the lessee's obligation to make lease payments arising from the lease, measured on a discounted basis. Based on certain characteristics, leases are classified as financing leases or operating leases. Financing lease liabilities, those that contain provisions similar to capitalized leases, are amortized in the same manner as capital leases are amortized under current accounting rules, as amortization expense and interest expense in the statement of operations. Operating lease liabilities are amortized on a straight-line basis over the life of the lease as lease expense in the statement of operations. This update is effective for annual reporting periods beginning after December 15, 2019 and interim periods within fiscal years beginning after December 15, 2020. The Company is currently evaluating the impact this standard will have on its policies and procedures pertaining to its existing and future lease arrangements, disclosure requirements and on its consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting ("ASU 2016-09"). The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification on the statement of cash flows and treatment of forfeitures. ASU 2016-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017 and interim periods within fiscal years beginning after December 15, 2018, and early adoption is permitted. The Company is currently evaluating the potential impact that this new standard will have on its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, "Statement of Cash Flows (Topic 230)," a consensus of the FASB's Emerging Issues Task Force," which provides guidance intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018 and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. This adoption is not expected to have any significant impact on the Company's consolidated financial statements.

NOTE 3. PROPERTY, EQUIPMENT, IMPROVEMENTS AND INTANGIBLE ASSETS

Property, equipment and improvements consisted of the following:

	As of December 31,	
	2016	2015
Property and equipment	$ 164	$116
Leasehold improvements	12	12
	176	128
Less: accumulated depreciation	(108)	(76)
Property, equipment and improvements, net	$ 68	$ 52

Depreciation expense was $32 and $26 for the years ended December 31, 2016 and 2015, respectively.

Patents

In March 2016, the Company stopped pursuing a patent for technology it acquired in 2014 and as a result, it recorded a charge of $500 in general and administrative expenses in its statement of operations to fully impair the patent. In July 2015, the Company stopped pursuing a patent for technology it acquired in July 2014 and, as a result, it recorded a charge of $500 in general and administrative expenses in its statement of operations to fully impair the patent.

Capitalized Software

Capitalized software consisted of the following:

	As of December 31,	
	2016	2015
Capitalized software	$ 471	$471
Less: accumulated amortization	(150)	(31)
Capitalized software, net	$ 321	$440

Amortization expense related to capitalized software costs was $119 and $31 for the years ended December 31, 2016 and 2015. The expected annual amortization expense related to capitalized software costs is $193 in 2017 and $128 in 2018, for a total expected amortization expense of $321.

NOTE 4. REDEEMABLE CONVERTIBLE PREFERRED STOCK

As of December 31, 2016, the Company had authorized 11,500,000 shares of redeemable convertible preferred stock (collectively the "Preferred Stock"), par value $0.001 per share, 8,333,334 of which were designated as Series A preferred stock and 3,092,781 shares were designated as Series B preferred stock. The remaining 73,885 shares of preferred stock are available for future issuances in one or more series.

In connection with the RAC and NM transactions the Company issued 2,666,667 and 3,000,000 shares of Series A-1 preferred stock and Series A preferred stock, respectively. In July 2014, the Company also issued 3,092,781 shares of Series B preferred stock at $4.85 per share for gross proceeds of approximately $15,000. On July 15, 2016, all outstanding shares of Series A-1 preferred stock were converted on a one-for-one basis into shares of Series A preferred stock.

Each share of the Redeemable Convertible Preferred Stock has a liquidation preference equal to the applicable original issue price of each series, plus an eight percent compounded annual return, subject to adjustment for stock dividends, splits, combinations, recapitalizations and the like with respect to such shares. The preferred stock is redeemable at any time after July 15, 2019 if the holders of the minimum number of outstanding shares make that election. The Series A minimum is 65 percent of the outstanding shares, and the Series B minimum is 67 percent of the outstanding shares. The redemption price of the preferred stock would be equal to the greater of the liquidation price or a mutually agreed upon value or the value determined by a mutually selected appraiser. The liquidation price is equal to the original issue price increased by the annual liquidation preference of eight percent, compounded annually. As of December 31, 2016 and 2015, the holders of Series B preferred stock had a liquidation preference over the holders of Series A preferred stock and Series A-1 preferred stock and common stock by approximately $5.86 and $5.43 per share, respectively. As of December 31, 2016 and 2015, the holders of Series A preferred stock had a liquidation preference over the holders of common stock by approximately $2.14 and $1.98 per share, respectively. As of December 31, 2015, the holders of Series A-1 preferred stock had a liquidation preference over the holders of common stock by approximately $1.98 per share.

The Redeemable Convertible Preferred Stock is convertible into the Company's common stock at the option of the holders. Also, the Redeemable Convertible Preferred Stock will automatically convert into the Company's common stock upon a public offering with gross proceeds of at least $15,000. In the conversion to common stock, the holders of the redeemable convertible preferred stock will receive one share of the Company's common stock for each share of redeemable convertible preferred stock multiplied by the share's liquidation preference divided by its original issue price.

As of December 31, 2016 and 2015, the Series B preferred stock was convertible into 1.21 and 1.12 shares of common stock, respectively and the Series A preferred stock was convertible into 1.21 and 1.12 shares of common stock, respectively. As of December 31, 2015, the Series A-1 preferred stock was convertible into 1.12 shares of common stock.

If upon any liquidation event, funds and assets are insufficient to permit full payment of the liquidation preference of all shares of Series B preferred stock, then the remaining available funds and assets shall be distributed entirely to the holders of Series B preferred stock. Similarly, if upon any liquidation event, and after full payment to Series B preferred stock, remaining funds and assets are insufficient to permit full payment of the liquidation preference of all shares of Series A preferred stock, then the remaining available funds and assets shall be distributed pro-rata between the holders of Series A preferred stock. After the payment in full of the foregoing liquidation preferences, any remaining assets of the Company shall be distributed with equal priority and pro-rata (on an as converted to common stock basis) among the holders of the Company's common stock and preferred stock provided that if each share of Series B and Series A preferred stock has received its respective Maximum Participation Amount (as described below), then such holder of each share of such preferred stock shall be entitled to receive upon liquidation, the greater of (A) the Maximum Participation Amount for such share of preferred stock, and (B) the amount such holder would have received for such share of preferred stock if all shares of such preferred stock had been converted into common stock immediately prior to such liquidation. The Maximum Participation Amount for all outstanding preferred stock is equal to two times the Original Issue Price for each series of outstanding preferred stock. The original issue price for the Series A and Series B preferred stock was approximately $1.76 and $4.85 per share.

The holders of the Redeemable Convertible Preferred Stock are entitled to receive non-cumulative dividends in an amount equal to or greater than those declared to holders of common stock out of funds legally available if and

only when declared by the Board of Directors. No dividends were declared during the periods presented. As of December 31, 2016, the holders of Series B preferred stock, voting as a separate class, were entitled to elect two members of the Board of Directors, the holders of Series A preferred stock, voting together as a separate class, were entitled to elect one member of the Board of Directors, and the two remaining members of the Board of Directors were voted on by the holders of common stock.

The holders of the Redeemable Convertible Preferred Stock also have certain protective covenants, which generally restrict changes to the debt or capital structure of the Company without the approval of the majority of such holders.

The Series B preferred stock was recorded at the amount of the cash received at the date the shares were issued, with an offset for stock issuance costs. Stock issuance costs are amortized using a method that approximates the effective interest method over the term of the related financing. In the Company's financial statements, the value of the Series B Preferred Stock is accounted for as temporary equity and is increased each period by the liquidation preference and by the amortization of the stock issuance costs over a five-year life, at which point the Series B preferred stock holders have the right of redemption. The liquidation preference and the amortization of stock issuance costs are reflected as accretion of redeemable convertible preferred stock on the statements of operations and are accounted for as an increase to net loss attributable to common shareholders.

The Series A-1 Preferred Stock was issued to the holders of RAC's common stock. RAC was under common control with the Company, and RAC had a net book value accumulated deficit. Following the guidance of ASC 805-50, the assets and liabilities of RAC were recorded by the Company at their historical basis, and the Series A-1 preferred stock and common stock issued to the RAC shareholders was assigned no value at the merger date. The Company recorded a charge to its additional paid in capital to complete the accounting for the RAC merger. In the Company's financial statements, the Series A-1 preferred stock is accounted for as temporary equity and is increased each period to reflect the increased liquidation preference and the amortization of the discount recorded at the RAC merger date associated with the RAC accumulated deficit at that date over a five-year period, at which point the Series A-1 preferred stockholders have the right of redemption. The liquidation preference and the amortization of discount are reflected as accretion of redeemable convertible preferred stock in the statements of operations and are accounted for as an increase to net loss attributable to common shareholders.

The Series A Preferred Stock, along with shares of the Company's common stock, were issued to the holders of NM's common stock in exchange for NM's assets. NM was under common control with the Company, and NM's assets had a net book value of $1,500. Following the guidance of ASC 805-50, the assets and liabilities of NM were recorded by the Company at their historical basis, and the Series A preferred stock and common stock issued to the NM shareholders were assigned values at the merger date based on the relative fair value of the preferred stock and common stock issued. The fair value attributed to the Series A preferred stock was less than its original issue price of approximately $1.76 per share. The Series A preferred stock is accounted for as temporary equity and is increased each period to reflect the increased liquidation preference and the amortization of the discount to the original issue price over a five-year life, at which point the Series A preferred stockholders have the right of redemption. The liquidation preference and the amortization of discount are reflected as accretion of redeemable convertible preferred stock on the statements of operations and are accounted for as an increase to net loss attributable to common shareholders.

Redeemable Convertible Preferred Stock Buy-Back

On April 22, 2015, the Company entered into an asset purchase agreement to repurchase 1,704,060 shares of its Series A-1 preferred stock for $1,418. The Company subsequently retired all such shares.

On July 21, 2015, the Company entered into an agreement to purchase 47,910 shares of its Series A-1 preferred stock for $40. The Company subsequently retired all such shares.

NOTE 5. STOCKHOLDERS' EQUITY (DEFICIT)

Common Stock

As of December 31, 2016, the Company had authorized 38,500,000 shares of common stock, $0.001 par value per share. In 2016, the Company issued an aggregate of 356,568 shares of restricted common stock to employees under the 2014 Stock Option/Stock Issuance Plan (the "Plan"). In 2015, the Company issued an aggregate of 180,576 shares of restricted common stock to employees under the Plan.

Share Issuance to Existing Stockholders

In April 2016, the Company issued 1,603,059 shares of the Company's common stock valued at $0.90 per share to an entity beneficially owned by two of the Company's executive officers, who are also directors and indirect stockholders of the Company (the "Founders"). The shares were issued to the Founders in consideration for services rendered to the Company in the first four months of 2016, and the Company recorded stock-based compensation expense of $1,443 in the year ended December 31, 2016. In April 2016, the Company entered into an agreement with a stockholder who initially dissented to the issuance of shares to the Company's Founders. Pursuant to the agreement, the Company agreed to issue to such stockholder an aggregate of 177,367 shares of the Company's common stock and paid to such stockholder an amount equal to an aggregate of $287, representing (i) the estimated taxes for the shares to be issued to such stockholder and (ii) the reimbursement of certain legal fees. In addition, the Company has agreed to indemnify such stockholder for any losses, damages and costs associated with certain matters related to the bankruptcy of the Company that owned ROIM, and for any additional taxes that may be incurred by such stockholder in connection with the issuance to such stockholder of the foregoing 177,367 shares of common stock. In connection with the issuance of these shares, the Company recorded an expense of $159, which is included in general and administrative expense for the year ended December 31, 2016.

Common Stock Buy-Back

On April 22, 2015, the Company entered into an asset purchase agreement pursuant to which the Company purchased 852,030 shares of the Company's common stock for a total purchase price of $1. The Company subsequently retired all such shares.

On July 21, 2015, the Company entered into an asset purchase agreement, pursuant to which the Company purchased 23,955 shares of Veritone, Inc. common stock for a total purchase price of less than $1. The Company subsequently retired all such shares.

Westwood One Warrants

On June 14, 2016, the Company entered into an agreement with Westwood One, Inc. ("WWO") wherein the Company appointed WWO as its exclusive third party affiliate sales representative to market its Platform license agreements to individual radio stations or audio platforms in the United States. The agreement has an initial term of two years with automatic one year renewal provisions unless either party elects not to renew the agreement. Under the terms of the agreement, the Company will compensate WWO for securing such Platform license agreements through (a) referral fees that range from 10% to 15% of the annual value of the Platform licenses agreements that WWO secures on the Company's behalf, and (b) the issuance of a warrant to purchase shares of the Company common stock. The ten-year warrant provides for the issuance of up to 412,370 shares of the Company common stock at an exercise price equal to the lesser of (a) $4.85 per share and (b) the per share price of the Company's Series C preferred stock financing , if applicable. 50% of the shares subject to the warrant shall vest and become exercisable once WWO has secured Platform licenses that cover at least 350 concurrent stations and the remaining 50% vest and become exercisable once WWO has secured Platform licenses that cover a total of at least 700 concurrent stations. The warrant also provides for certain acceleration of vesting in the event that the Company experiences a change of control. As of December 31, 2016, satisfaction of the performance

condition to vesting was deemed not probable, and as such no expense has been recognized. The agreement can be terminated by the Company after first anniversary, upon 120 days' notice, subject to the terms of the agreement. In the event the agreement is terminated, any unvested shares shall be forfeited.

Stock-Based Compensation

In 2014, the Company's Board of Directors and its stockholders adopted the Plan, which was amended in March 2015. The Plan is administered by the compensation committee of the Board of Directors, which determines the recipients and the terms of the awards granted. The Plan provides that awards granted may be options, restricted stock or restricted stock units (collectively the "Awards"). Stock option awards may be either incentive stock options or non-qualified options. The Awards may be granted to eligible employees, directors and consultants. As of December 31, 2016, an aggregate of up to 5,917,641 shares of common stock were reserved for issuance under the Plan. The Company recognizes compensation expense relating to Awards ratably over the requisite service period, which is generally the vesting period.

Restricted Stock

Under the Plan, the Company has granted restricted stock that generally vests over four years from the date of the grant, unless the participant's service with the Company is terminated earlier. The fair value of the restricted stock grants was the estimated value per share of common stock at the date of grant determined by using both the option-pricing method ("OPM") and probability-weighted expected return method ("PWERM").

Restricted stock activity for the periods presented was as follows:

	Shares	Weighted Average Grant Date Fair Value
Unvested at December 31, 2014	222,615	$ 0.90
Granted	180,576	$ 0.85
Forfeited	(201,160)	$ 0.86
Vested	(69,281)	$ 0.90
Unvested at December 31, 2015	132,750	$ 0.90
Granted	356,568	$ 2.85
Forfeited	(23,573)	$ 2.33
Vested	(117,602)	$ 0.90
Unvested at December 31, 2016	348,143	$ 2.88

At December 31, 2016, total unrecognized compensation cost related to restricted stock was $885. This is expected to be recognized over a period of 3.2 years.

Stock Options

Under the Plan, the Company has granted stock options at exercise prices equal to or greater than the fair value of the common stock on the grant date. These options expire ten years after the grant date and generally vest over a period of four years of continuous service following the vesting commencement date of such option, unless the optionee's continuous service with the Company is terminated earlier, with stock-based compensation expense recognized evenly over the requisite service period.

The fair value for each option granted was determined as of the grant date using the Black-Scholes option-pricing model. The Black-Scholes option-pricing model requires various assumptions, which are noted in the following table:

	Year Ended December 31, 2016	Year Ended December 31, 2015
Expected terms (in years)	5.58 - 6.08	5.28 - 6.07
Expected volatility	55.00% - 60.00%	55.00%
Risk-free interest rate	1.30% - 1.72%	1.34% - 2.07%
Expected dividend yield	—	—

The expected term reflects the application of the simplified method. The simplified method defines the expected term as the average of the contractual term of the options and the vesting period for all tranches. The risk-free rate is based on the implied yield of U.S. Treasury notes as of the grant date with a remaining term approximately equal to the expected life of the award. Estimated volatility reflects historical volatility of the shares of publicly-traded peers of the Company until sufficient information regarding the volatility of the Company's shares becomes available. Expected forfeitures are estimated based on historical and estimated future turnover of the Company's employees.

The following is a summary of the Company's stock option activity:

		Weighted-Average		
	Options	Exercise Price	Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2015	980,012	$ 0.90	9.68 years	$ —
Options Granted	394,666	$ 0.90		
Options Forfeited / Cancelled	(317,680)	$ 0.90		
Outstanding at December 31, 2015	1,056,998	$ 0.90	8.84 years	$ —
Options Granted	529,885	$ 2.29		
Options Exercised	(85,845)	$ 0.90		
Options Forfeited / Cancelled	(366,975)	$ 0.90		
Outstanding at December 31, 2016	1,134,063	$ 1.36	8.49 years	$ —
Exercisable at December 31, 2016	468,999			

At December 31, 2016, total unrecognized compensation expense related to stock options was $570. This is expected to be recognized over a weighted average period of 3.5 years.

NOTE 6. PROVISION FOR INCOME TAXES

The provision for income taxes consisted of the following for the years ended December 31, 2016 and 2015:

	Year Ended December 31,	
	2016	2015
Current:		
Federal	$ —	$ —
State taxes	6	5
Total current	6	5
Deferred:		
Federal	(8,481)	(1,765)
State taxes	42	(503)
	(8,439)	(2,268)
Change in valuation allowance	8,439	2,268
Total deferred	—	—
Provision for income taxes	$ 6	$ 5

The significant components of the Company's deferred income tax assets and liabilities as of December 31, 2016 and 2015 were as follows:

	As of December 31, 2016	As of December 31, 2015
Deferred tax assets:		
Net operating loss carryforwards and credits	$ 11,401	$ 3,024
Stock-based compensation	—	17
Accrued expenses	301	110
Other	66	84
	11,768	3,235
Deferred tax liabilities:	(94)	—
Stock-based compensation	(94)	—
Valuation allowance	(11,674)	(3,235)
Total deferred tax assets, net of valuation allowance	$ —	$ —

As of December 31, 2016 and 2015, management had applied a full valuation allowance against the net deferred tax assets since it does not believe that it is more likely than not that the Company will realize the net deferred tax assets. The valuation allowance increased by $8,439 during the year ended December 31, 2016 and by $2,268 during the year ended December 31, 2015.

As of December 31, 2016, the Company has federal and state net operating loss carryforwards of approximately $32,589 and $32,389, respectively. As of December 31, 2015, the Company had federal and state net operating loss carryforwards of approximately $7,600 and $7,600, respectively. If not used, these carryforwards will begin to expire in 2034.

The difference between the income tax expense at the federal statutory rate and the Company's effective tax rate from the Company's continuing operations is as follows:

	December 31, 2016	December 31, 2015
Federal Statutory Rate	34.00%	34.00%
State Income Tax Rate, Net of Federal Benefits	(0.14)	5.78
Mark to Market Adjustment on Stock Warrants	1.22	—
Meals and Entertainment and other	1.16	0.01
Change in Valuation Allowance	(36.27)	(39.80)
Effective tax rate	(0.03%)	(0.01%)

NOTE 7. RELATED PARTY TRANSACTIONS

In October 2014, the Company and Steel Ventures, LLC ("SVL"), an affiliated company whose shareholder has significant control over the Company, entered into an Intercompany Administrative Services Agreement (the "Service Agreement") effective October 1, 2014 for a two year period, with two two-year renewal options. Pursuant to the Service Agreement, SVL agreed to make its executive management, professional, technical and clerical employees available to the Company to assist in the operation and administration of the Company's business. In addition, SVL agreed to make other services available to the Company through parties other than SVL's personnel. In consideration for the above, SVL invoices the Company allocable costs based on a predefined allocation methodology.

During the years ended December 31, 2016 and 2015, the Company incurred fees of $1,105 and $1,315, respectively, for services received under the Service Agreement. As of December 31, 2016 and 2015, the Company had a payable balance of $0 and $59, respectively, to SVL.

The Company reimbursed Chad Steelberg and Ryan Steelberg for the costs of their healthcare plans. For the years ended December 31, 2016 and 2015, the Company expensed $54 and $38 for the cost of such plans, respectively. As of December 31, 2016, the Company recorded an accrual of $73 related to these healthcare plans.

As discussed in Notes 4 and 5, in 2015 the Company repurchased 1,704,060 shares of its Series A-1 preferred stock for $1,418 and 852,030 shares of its common stock for $1. The seller of those shares was Brand Affinity Technologies, Inc. (BAT). Chad Steelberg and Ryan Steelberg were directors of BAT at the time that the Company repurchased those shares.

There were no other related party transactions as of December 31, 2016 and 2015.

NOTE 8. COMMITMENTS AND CONTINGENCIES

Leases

The Company leases office space under various operating lease agreements expiring through the year 2018. The lease contracts contain provisions for rent escalations during the lease terms. As of December 31, 2016, future minimum rentals under these leases are as follows:

Years Ending December 31,	Minimum Annual Lease Payments
2017	$ 163
2018	74
	$ 237

Rent expense totaled $588 and $430 for the years ended December 31, 2016 and 2015, respectively.

Settlement Commitment

On December 23, 2016, the Company entered into a settlement agreement and release relating to certain claims by a former employee, pursuant to which the Company paid to the former employee a lump sum cash payment of $350 on January 4, 2017, which included a payment to the former employee to repurchase 12,500 shares of the Company's common stock in the amount of $56, representing the fair value of such stock at that time. In connection with the settlement, in 2016, the Company recorded $294 in general and administrative expense. In addition, pursuant to the agreement, Chad Steelberg, the Company's Chairman of the Board, Chief Executive Officer and majority stockholder, purchased all of the former employee's membership interests in BV16, LLC, a minority stockholder in the Company.

NOTE 9. CONVERTIBLE NOTE PAYABLE

On August 15, 2016, the Company entered into an Investment Agreement with Acacia Research Corporation ("Acacia") that provides for Acacia to invest up to $50,000 in Veritone consisting of both debt and equity components. Pursuant to the Investment Agreement, the Company entered into a Secured Convertible Promissory Note with Acacia (the "Convertible Note Payable") that provides for up to $20,000 in borrowings through two $10,0000 advances, each bearing interest at the rate of 6.0% per annum. On August 15, 2016, the Company borrowed $10,000 (the "First Loan") that had a one year term. On November 25, 2016, the Company borrowed the remaining $10,000 (the "Second Loan") that also had a one year term from the date of issuance. The maturity date of the First Loan automatically extended to the maturity date of the Second Loan. The Convertible Note Payable was secured by substantially all of the Company's assets.

In conjunction with the First Loan, the Company issued Acacia a four-year warrant to purchase a number of shares of the Company's common stock determined by dividing $700 by an exercise price per share ranging from $4.85 to $8.24 (resulting in a number of shares of common stock ranging from 84,957 shares to 144,329 shares), with the actual exercise price to be determined by the type and/or valuation of its future equity financings. The Company recorded a debt discount equal to the fair value of the four-year warrant. Amortization of the debt discount is calculated using a method that approximates the effective interest method over the life of the loan and charged to interest expense. In addition, Acacia has the right, under certain circumstances, to convert all or a portion of the principal and accrued interest of the First Loan into shares of the Company's common stock (or Series B preferred stock in the event an equity financing has not occurred prior to the maturity date) at a conversion rate that ranges from $4.85 to $8.24 per share. The conversion price exceeded the value of the Company's common stock at the issuance date.

In conjunction with the Second Loan, the Company issued to Acacia two additional four-year warrants, each to purchase a number of shares of the Company's common stock determined by dividing $700 by an exercise price per share ranging from $4.85 to $8.24 (resulting in a total number of shares of common stock ranging from 169,914 to 288,658 shares, with the actual exercise price to be determined by the type and/or valuation of its future equity financings.) In addition, Acacia has the right, under certain circumstances, to convert all or a portion of the principal and accrued interest of the Second Loan into shares of the Company's common stock (or Series B Preferred Stock in the event an equity financing as not occurred prior to the maturity date) at a conversion rate that ranges from $4.85 to $8.24 per share.

In the event of an initial public offering of the Company's common stock with gross proceeds to the Company of at least $15,000, all principal and accrued interest under the Convertible Note Payable will automatically convert into shares of the Company's common stock at a conversion price equal to the lower of (i) $8.1653 per share or (ii) the initial public offering price per share in such offering.

In addition, the Investment Agreement provides for the Company's issuance of a five-year Primary Warrant to Acacia to purchase shares of the Company's common stock in an amount equal to $50,000, less the amount of the First Loan and Second Loan plus accrued interest outstanding or converted on the exercise date, at per share price ranging from $7.98 to $8.24, with the actual price per share to be determined by the amount of the First and

Second Loans that are converted into the Company's common stock. Acacia has the right to exercise the Primary Warrant during the five-year term, provided that Acacia may not exercise the Primary Warrant until the earlier of (i) August 15, 2017 and (ii) the completion of an initial public offering of the Company's common stock. The Company has the right, subject to certain conditions, to require Acacia to exercise the Primary Warrant immediately subsequent to the Company's completion of an initial public offering of the Company's common stock. Upon the exercise of the Primary Warrant, the Company has the obligation to issue to Acacia a 10% Warrant that provides for the issuance of up to 1,349,001 shares of the Company's common stock at an exercise price of $8.0542 per share, with 50% of the Acacia 10% Warrant shares vesting as of the issuance date and the remaining 50% vesting one year later. The Primary Warrant was accounted for as a liability because the notional amount of the Primary Warrant is not fixed, and it was recognized at a fair value of $8,064. The Company adjusts the fair value of the Primary Warrant at each balance sheet date, with the change in fair value recorded as a component of other income (expense). As of December 31, 2016, the fair value of the Primary Warrant was $7,114. The change in the Primary Warrant's fair value was $950 for the year ended December 31, 2016, which was recognized as a gain in other income.

The following table represents a reconciliation of the principal amounts of the First and Second Loans to the Convertible Note Payable included in the consolidated balance sheet as of December 31, 2016:

First Loan principal, August 15, 2016	$10,000
Second Loan principal, November 25, 2016	10,000
Debt issuance costs, net	(105)
Debt discount associated with stock warrant, net	(377)
Accrued interest	286
Convertible Note payable, December 31, 2016	$19,804

NOTE 11. SUBSEQUENT EVENTS

The Company evaluated subsequent events through March 15, 2017, the dates these consolidated financial statements were issued.

In March 2017, the Company and Acacia agreed to amend the certain terms of the warrants that were included in the Investment Agreement that was entered into by the two companies on August 15, 2016. If the Company completes a public offering of its common stock with gross proceeds of at least $15,000, the exercise price for all warrants issued to Acacia will be the lower of $8.1653 or the price of common stock issued in the public offering. Also, the Primary Warrant will automatically be exercised upon the Company completing its public offering. This will result in cash proceeds to the Company of $30,000 less the amount of accrued interest due to Acacia under the Convertible Notes, which was $286 as of December 31, 2016.

In March 2017, the Company entered into three-year employment agreements with each of Chad Steelberg, the Company's Chief Executive Officer, and Ryan Steelberg, the Company's President. Under the agreement with Chad Steelberg, beginning March 31, 2017, and continuing at the end of each quarter during the term of the agreement that Chad Steelberg is still employed by the Company, the Company will issue a number of shares of its common stock calculated as $125 divided by the fair market value (as defined) of the Company's common stock. Also, the Company will issue a time-based stock options, which will allow Chad Steelberg and Ryan Steelberg each to purchase a number of shares of the Company's common stock equal to five percent of the fully diluted shares outstanding at the date of the Company's initial public offering. The exercise price of the time-based stock option will be the price of the Company's common stock issued in the initial public offering, and the time-based stock options will vest in monthly increments ratably over the three-year period following the initial public offering. In addition, the Company will issue a performance-based stock option, which will allow Chad Steelberg and Ryan Steelberg each to purchase a number of shares of the Company's common stock equal to two and one-half percent of the fully diluted shares outstanding at the date of the Company's initial public

offering. The performance-based stock option will vest at the earlier of (a) the first date on which the market capitalization of the Company's common stock equals or exceeds $400,000 over five consecutive business days, or (b) five years after the initial public offering. The exercise price of the performance-based awards will be the price of the Company's common stock issued in the initial public offering. The vesting of the individual time-based and performance-based stock options will end if Chad Steelberg or Ryan Steelberg is no longer in the service of the Company, as defined in the Company's stock plan.

In March 2017, we entered into a Note Purchase Agreement with Acacia and VLOC, LLC (the Lenders), which provides for an $8,000 line of credit. The line of credit accrues interest at the rate of eight percent (8%) per annum, compounded quarterly. The borrowings are due and payable on November 25, 2017, and our obligations under this facility are secured by a security interest in substantially all of our assets, which is of equal priority to the security interests of Acacia under the convertible note payable. We drew down the initial $2,000 installment under the line of credit upon the execution of the Note Purchase Agreement, and the remaining amounts may be drawn down in tranches of $2,000 per month commencing April 15, 2017. If the Company's IPO is not completed by April 30, 2017, the Lenders may, but are not obligated to, continue making advances under the line of credit after that date. Upon the completion of the IPO, the outstanding borrowings, including accrued interest, will automatically be converted into an aggregate of shares of our common stock at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price. Immediately prior to the completion of the IPO, the Lenders will have the option to purchase shares of the Company's common stock at a price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price; the amount of shares available to be purchased will be $8,000 less the amount of borrowings and accrued interest outstanding under the line of credit. In connection with this financing, we issued an aggregate of 200,000 shares of our common stock to the Lenders. In addition, upon the funding of each $2,000 installment, we will issue to the Lenders, in the aggregate, (a) an additional 75,000 shares of our common stock, and (b) fully vested warrants to purchase a number of shares of our common stock equal to the greater of (i) 0.375% of our fully diluted shares outstanding prior to the IPO, and (ii) 0.375% of our fully diluted shares outstanding following completion of this offering. Such warrants have a term of ten years following the date of issuance and have an exercise price per share equal to the lower of $8.1653 or the initial public offering price. The members of VLOC, LLC include entities controlled by Chad Steelberg and Ryan Steelberg, which own 50% of the VLOC, LLC's membership interests, and holders of our redeemable convertible preferred stock.

There were no other material subsequent events that required recognition or additional disclosure in the accompanying consolidated financial statements.

Shares

Common Stock

Prospectus

Until , 2017 (25 days after the date of this prospectus), all dealers that buy, sell or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriter and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the SEC registration fee, the FINRA filing fee and the Nasdaq Capital Market listing fee.

Item	Amount
SEC registration fee	$ 1,738.50
FINRA filing fees	2,750
The Nasdaq Capital Markets listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Blue Sky fees and expenses	*
Transfer Agent's fees and expenses	*
Printing and engraving expenses	*
Miscellaneous	*
Total expenses	$

* *To be completed by amendment.*

Item 14. Indemnification of Directors and Officers.

Section 102 of the Delaware General Corporation Law ("DGCL"), permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our amended and restated certificate of incorporation provides that none of our directors shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she was or is a party or is threatened to be made a party to any threatened, ending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Our amended and restated bylaws provide that we will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or, while a director or officer, is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our amended and restated bylaws provide that we will indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or, while a director or officer, is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances.

We plan to enter into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request.

We maintain a general liability insurance policy that covers certain liabilities of directors and officers of our corporation arising out of claims based on acts or omissions in their capacities as directors or officers.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act of 1933, as amended, (the Securities Act), against certain liabilities.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. Please read "Item 17. Undertakings" for more information on the SEC's position regarding such indemnification provisions.

Item 15. Recent Sales of Unregistered Securities.

Set forth below is information regarding all securities issued by us within the past three years. Also included is the consideration received by us for such securities, if any, and information relating to the section of the Securities Act, or rule of the SEC, under which exemption from registration was claimed.

(a) Issuances of Capital Stock: Since the inception of Veritone, Inc, we have made sales of the following unregistered securities:

1. On July 15, 2014, in connection with the merger of ROIM Acquisition Corporation ("RAC") into the Company, we issued an aggregate of 1,333,334 shares of common stock and 2,666,667 shares of Series A-1 preferred stock to an aggregate of nine accredited investors upon conversion on all of the outstanding capital stock of RAC.
2. On July 15, 2014, in connection with our purchase of all of the membership interests of Veritone, LLC, we issued to three accredited investors an aggregate of 1,500,000 shares of common stock and 3,000,000 shares of Series B preferred stock.
3. On July 15, 2014, we sold an aggregate of 3,092,781 shares of Series B preferred stock to seven accredited investors at a purchase price per share of $4.85, for an aggregate purchase price of approximately $15.0 million.
4. On April 5, 2016, we issued an aggregate of 177,367 shares of common stock to an existing stockholder who is an accredited investor, in consideration for certain releases and waivers by such stockholder pursuant to that certain confidential settlement and indemnification agreement. In connection with such agreement, we also issued an aggregate of 1,603,059 shares of common stock to a limited liability company that is indirectly beneficially owned by our Chief Executive Officer and our President, in consideration for services previously rendered by such officers.
5. On August 15, 2016, we entered into an Investment Agreement with Acacia that provides for Acacia to invest up to $50 million in Veritone, consisting of both debt and equity components. Pursuant to the Investment Agreement, on August 15, 2016, we entered into the Acacia Note, which is a convertible secured promissory that provides for up to $20 million in borrowings through two $10 million advances, each bearing interest at the rate of 6.0% per annum. On August 15, 2016, we borrowed $10 million (the "First Loan") that has a one year term and, on November 25, 2016, we borrowed the remaining $10 million (the "Second Loan"), which also has a one year term from the date of issuance. The maturity date of the First Loan automatically extended to the maturity date of the Second Loan, with both loans becoming due and payable on the first anniversary of the issuance date of the Second Loan. The Acacia Note is secured by substantially all of our assets pursuant to a security agreement that we entered into with Acacia dated August 15, 2016. At or immediately prior to the completion of the offering, all outstanding amounts of principal and accrued interest under the Acacia Note will be converted into shares of common stock (which includes accrued interest through December 31, 2016) at a conversion price equal to the lesser of (i) $8.1653 per share or (ii) the initial public offering price in this offering (which is assumed to be $, the midpoint of the estimated price range set forth on the cover page of the prospectus that is part of this registration statement. In conjunction with the First Loan, we issued Acacia a four-year warrant to purchase a number of shares of our common stock determined by dividing $700,000 by an exercise price per share ranging from $4.85 to $8.2394 (resulting in a number of shares of common stock ranging from 84,957 shares to 144,329 shares), with the actual exercise price to be determined by the type and/or valuation of our future equity financings. In conjunction with the Second Loan in November 2016, we issued to Acacia two additional four-year warrants, each to purchase a number of shares of our common stock determined by dividing $700,000 by an exercise price per share ranging from $4.85 to $8.2394 (resulting in a total number of shares of common stock ranging from 169,914 to 288,658 shares, with the actual exercise price to be determined by the type and/or valuation of our future equity financings). In March 2017, we agreed with Acacia to amend these three warrants to provide that the per share exercise prices thereof shall be the lower of $8.1653 or the initial public offering price. Accordingly, upon the completion of this offering, we expect each of these warrants to be exercisable to purchase up to shares of common stock (assuming an initial public offering price equal to $, the

midpoint of the estimated price range set forth on the cover of the prospectus which is part of this registration statement), of which warrants to purchase up to shares will be exercisable immediately and the balance will be exercisable on the first anniversary of the closing date of this offering. In addition, pursuant to the Investment Agreement, we issued to Acacia a five-year warrant (the Acacia Primary Warrant) to purchase up to a number of shares of our common stock determined by dividing $50 million, less all converted amounts or payments under the Acacia Note, by an exercise price per share ranging from $7.9817 to $8.2394, with the actual price per share to be determined by the amount of principal and accrued interest under the Acacia Note that are converted into our common stock. Upon the exercise of the Acacia Primary Warrant, we agreed to issue to Acacia a 10% Warrant that provides for the issuance of up to 1,349,001 shares of our common stock at an exercise price of $8.0542 per share, with 50% of the shares underlying the 10% Warrant vesting as of the issuance date of the 10% Warrant and the remaining 50% of the shares vesting on the first anniversary of the issuance date of the 10% Warrant. In March 2017, we agreed with Acacia to amend the terms of the Acacia Primary Warrant to provide that it will be automatically exercised in full upon the completion of this offering, and amended the terms of both the Acacia Primary Warrant and the 10% Warrant to provide that the exercise price per share shall be equal to the lower of $8.1653 or the initial public offering price. Accordingly, we expect that, as of the closing of this offering, the Acacia Primary Warrant will be automatically exercised to purchase shares of common stock (which assumes an initial public offering price of $, the midpoint of the estimated price range set forth on the cover page of the prospectus that is part of this registration statement).

6. In March 2017, we entered into a note purchase agreement with Acacia and VLOC, LLC, which provides for an $8.0 million line of credit pursuant to secured convertible notes that accrue interest at the rate of eight percent (8%) per annum, compounded quarterly (the Bridge Notes), with Acacia and VLOC, LLC each purchasing equal amounts of such notes. The Bridge Notes are due and payable on November 25, 2017, and our obligations under such notes are secured by a security interest in substantially all of our assets, which is of equal priority to the security interests of Acacia under the Acacia Note. The initial $2.0 million installment under the line of credit is required to be funded within five business days following the execution of the Note Purchase Agreement, and the remaining amounts the line of credit may be drawn down in tranches of $2.0 million per month commencing April 15, 2017. If this offering is not completed by April 30, 2017, the lenders may, but are not obligated to, continue making advances under the line of credit after that date. Upon the completion of this offering, all of the Bridge Notes will automatically be converted into an aggregate of shares of our common stock at a conversion price per share equal to the lesser of (i) $8.1653 or (ii) the initial public offering price (which is assumed to be $, the midpoint of the estimated price range set forth on the cover of this prospectus). Immediately prior to the completion of this offering, each lender will have the option to purchase any remaining Bridge Notes, which will be converted as provided above. In connection with this financing, we issued an aggregate of 200,000 shares of our common stock to the lenders upon the execution of the Note Purchase Agreement. In addition, upon the funding of each installment, we will issue to the lenders, in the aggregate, (a) an additional 75,000 shares of our common stock, and (b) fully vested warrants to purchase a number of shares of our common stock equal to the greater of (i) 0.375% of our fully diluted shares outstanding prior to this offering, and (ii) 0.375% of our fully diluted shares outstanding following completion of this offering. Such warrants will have a term of ten years following the date of issuance and will have an exercise price per share equal to the lower of $8.1653 or the initial public offering price.

No underwriters were involved in the foregoing issuances of securities. The securities described in Section (a) of this Item 15 were issued to accredited investors in reliance upon the exemption from the registration requirements of the Securities Act, as set forth in Section 4(a)(2) under the Securities Act, relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required.

(b) Stock Option and Restricted Share Grants: As of March 13, 2017, we had outstanding options to purchase 1,094,035 shares of common stock, all of which were granted between the Company's inception and October 31, 2016. to certain of our employees, consultants and directors in connection with services provided to us by such persons. The exercise prices for such options ranged from $0.90 to $4.50 per share. Of these, options to purchase 85,845 shares of common stock have been exercised through March 13, 2017, for aggregate

consideration of $77,260.50, at a weighted-average exercise price of $0.90 per share. During this period, we also issued 1,033,490 restricted shares of common stock to certain of our employees and consultants in consideration for their past services rendered to the Company.

The issuances of stock options and restricted shares, and the shares of common stock issuable upon the exercise of the options described in this paragraph (b) of Item 15, were issued pursuant to written compensatory plans or arrangements with our employees, directors and consultants, in reliance on the exemption provided by Rule 701 promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required.

All of the foregoing securities are deemed restricted securities for purposes of the Securities Act. All certificates representing the issued shares of capital stock described in this Item 15 included appropriate legends setting forth that the securities have not been registered and the applicable restrictions on transfer.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits. See the Exhibit Index attached to this registration statement, which is incorporated by reference herein.

(b) Financial statement schedules.

All schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriter, at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) In a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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Signatures

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Newport Beach, State of California, on this 15th day of March, 2017.

VERITONE, INC.

By: /s/ Chad Steelberg
Chad Steelberg,
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each individual whose signature appears below hereby constitutes and appoints Chad Steelberg and Peter Collins and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933 increasing the number of shares for which registration is sought, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and all documents in connection therewith, making such changes in this registration statement as such attorney-in-fact and agent so acting deem appropriate, with the SEC, granting unto said attorney-in-fact and agent, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done with respect to the offering of securities contemplated by this registration statement, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent or any of them, or his, her or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Chad Steelberg Chad Steelberg	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	March 15, 2017
/s/ Ryan Steelberg Ryan Steelberg	President and Director	March 15, 2017
/s/ Peter F. Collins Peter F. Collins	Senior Vice President, Finance and Chief Financial Officer (Principal Financial and Accounting Officer)	March 15, 2017
/s/ Nathaniel Checketts Nathaniel Checketts	Director	March 15, 2017
/s/ G. Louis Graziadio, III G. Louis Graziadio, III	Director	March 15, 2017
/s/ Christopher J. Oates Christopher J. Oates	Director	March 15, 2017

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EXHIBIT INDEX

Exhibit number	Description of Exhibit
1.1*	Form of Underwriting Agreement
3.1	Amended and Restated Certificate of Incorporation of the Registrant
3.2	Bylaws of the Registrant
3.3*	Form of Amended and Restated Certificate of Incorporation of the Registrant, to be effective upon completion of this offering
3.4*	Form of Amended and Restated Bylaws of the Registrant, to be effective upon completion of this offering
4.1*	Specimen Stock Certificate evidencing the shares of common stock
4.2	Investor Rights Agreement dated July 15, 2014 among the Registrant and certain of its stockholders, together with Amendment No. 1 thereto
4.3	Voting Agreement dated August 15, 2016 between the Registrant and certain of its stockholders
5.1*	Opinion of Morgan, Lewis & Bockius LLP
10.1†	Veritone, Inc. 2014 Stock Option/Stock Issuance Plan ("2014 Plan")
10.2†	Form of Notice of Grant of Stock Option, together with Forms of Stock Option Agreement and Stock Purchase Agreement (for use with the 2014 Plan)
10.3†	Form of Stock Issuance Agreement (for use with the 2014 Plan with 83(b) election.)
10.4†	Consulting Agreement dated September 2, 2016 between the issuer and John M. Markovich
10.5†	Offer Letter with Peter F. Collins, dated October 10, 2016, as amended on January 23, 2017
10.6†	Offer Letter with Jeffrey B. Coyne, dated October 13, 2016, as amended on January 23, 2017
10.7	Rental Agreements / Leases for the property located at 3366 Via Lido, Newport Beach, California, of which one is dated February 1, 2016, six are dated March 7, 2016 and one is dated August 16, 2016, between the Registrant and Battaglia Inc.
10.8	Office Lease Agreement for the property located at 3560 Dunhill Street, San Diego, California dated October 8, 2010 between the Registrant, ROIM Acquisition Corporation and Roselle-Dunhill LLC, together with First Amendment to Lease, Second Amendment to Lease and Consent to Assignment
10.9	Investment Agreement dated August 15, 2016 between the Registrant and Acacia Research Corporation ("Acacia")
10.10	Secured Promissory Note dated August 15, 2016 issued by the Registrant to Acacia ("Acacia Note")
10.11	Primary Common Stock Purchase Warrant dated August 15, 2016 issued to Acacia, together with form of 10% Warrant to Purchase
10.12	Common Stock Purchase Warrant dated August 15, 2016 (First Tranche Warrant A) dated August 15, 2016 issued to Acacia
10.13*	Amended and Restated Security Agreement dated March 15, 2016 among the Registrant, Acacia and Veritone LOC, LLC
10.14†*	2017 Stock Incentive Plan ("2017 Plan")
10.15†*	Form of Notice of Grant of Stock Issuance Agreement and Stock Option Agreement (for use with 2017 Plan)
10.17*	Form of Indemnification Agreement for directors and officers
10.18	Asset Purchase Agreement dated April 22, 2015, by and between Brand Affinity Technologies, Inc and Veritone, Inc.
10.19	Stock Issuance Agreement, dated April 5, 2016, by and between Veritone, Inc. and NCI Investments, LLC.
10.20	Joinder Agreement, dated April 5, 2016, among Veritone, Inc., BV16, LLC and NCI Investments, LLC.

* To be filed by amendment

† Indicates a management contract or compensatory plan or arrangement

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Exhibit number	Description of Exhibit
10.21	Confidential Settlement and Indemnification Agreement, dated as of March 28, 2016, by and among Veritone, Inc., Chad Steelberg, Ryan Steelberg and 125 Media Holdings, LLC.
10.22†*	Form of Stock Issuance Agreement adopted in 2017 (annual vesting).
10.23*	Services Agreement dated August 22, 2016 between the Registrant and Acacia Research Group, LLC.
10.24*	Employment Agreement, dated as of March 14, 2017, between the Registrant and Chad Steelberg.
10.25*	Employment Agreement, dated as of March 14, 2017, among the Registrant, Veritone One, Inc. and Ryan Steelberg.
10.26*	First Amendment to Primary Common Stock Purchase Warrant, dated March 14, 2017, between the Registrant and Acacia.
10.27*	First Amendment to First Tranche Warrant A, dated March 14, 2017, between the Registrant and Acacia.
10.28*	First Amendment to First Tranche Warrant B, dated March 14, 2017, between the Registrant and Acacia.
10.29*	First Amendment to Second Tranche Warrant, dated March 14, 2017, between the Registrant and Acacia.
10.30*	Note Purchase Agreement, dated March 15, 2017, among the Registrant, Acacia and VLOC, LLC.
10.31*	Form of Bridge Note, dated March 14, 2017 issued under the Note Purchase Agreement.
10.32*	Form of Common Stock Warrant issued under the Note Purchase Agreement.
10.33*	First Amendment to Acacia Note, dated March 14, 2017.
21.1*	List of Subsidiaries
23.1	Consent of Marcum LLP
23.2*	Consent of Morgan, Lewis & Bockius LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page)

* To be filed by amendment
† Indicates a management contract or compensatory plan or arrangement

Exhibit 3.1

EXECUTION VERSION

VERITONE, INC.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

Veritone, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The original Certificate of Incorporation was filed with the Secretary of State of the State Delaware on June 13, 2014 under the name of Veritone Delaware, Inc. The Amended and Restated Certificate of Incorporation of Veritone, Inc. was filed with the Secretary of State of the State of Delaware on July 15, 2014.

2. The directors and stockholders of the corporation have duly adopted the Amended and Restated Certificate of Incorporation of Veritone, Inc. in the form attached hereto as Exhibit A in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. The Amended and Restated Certificate of Incorporation of the corporation is hereby amended and restated to read in its entirety as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, said corporation has caused this Amended and Restated Certificate of Incorporation to be signed this 15th day of August, 2016.

/s/ John M. Markovich
John M. Markovich,
Chief Financial Officer and Secretary

EXHIBIT A

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VERITONE, INC.

FIRST

The name of this corporation is Veritone, Inc. (the "**Company**").

SECOND

The address of the Company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD

The nature of the business of the Company and the objects or purposes to be transacted, promoted or carried on by it are as follows: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("**Delaware General Corporation Law**").

FOURTH

A. The aggregate number of shares that the Company shall have authority to issue is 50,000,000 shares of capital stock, consisting of 38,500,000 shares of Common Stock each with the par value of $0.001 per share, and 11,500,000 shares of Preferred Stock each with the par value of $0.001 per share. The Preferred Stock may be issued in one or more series, of which one such series shall be denominated the Series A Preferred Stock (the "**Series A Preferred**") and one series shall be denominated the Series B Preferred Stock (the "**Series B Preferred**"). The Series A Preferred shall consist of 3,914,697 shares and the Series B Preferred shall consist of 3,092,781 shares. The remaining shares of Preferred Stock may be issued from time to time in one or more series. Subject to the protective provisions set forth in Section 4(d) of this Article Fourth, the board of directors of the Company (the "**Board**") is expressly authorized to provide for the issue of any or all of the remaining unissued and undesignated shares of Preferred Stock in one or more series and to fix the number of shares and to determine for each such series the designations, rights, preferences, privileges, limitations or restrictions thereof, as shall be stated and expressed in a resolution or resolutions adopted by the Board providing for the issuance of such shares. Subject to the protective provisions set forth in Section 4(d) of this Article Fourth, the Board is also expressly authorized to increase or decrease (but not below the number of shares then outstanding) the number of shares of any series other than the Series A Preferred and the Series B Preferred subsequent to the issue of shares of that series. In case the number of shares of any such series shall be decreased, the shares constituting such decrease shall resume the status that they had prior to such decrease.

B. The terms and provisions of the Series A Preferred and the Series B Preferred are as follows; *provided, however*, that except as expressly set forth herein: (i) the holders of at least 65% of the then outstanding shares of the Series A Preferred may waive any of the rights, powers, preferences, or privileges applicable to all shares of the Series A Preferred set forth below, and (ii) the holders of an aggregate of at least 67% of the then outstanding shares of the Series B Preferred may waive any of the rights, powers, preferences, or privileges applicable to all shares of the Series B Preferred set forth below, each in any given instance without prejudice to such rights, powers, preferences, or privileges in any other instance, and any such waiver shall bind all future holders of the shares of Series A Preferred and Series B Preferred, as applicable:

1. Dividends.

(a) Treatment of Preferred. Except as otherwise provided in the following sentence, the Board is under no obligation to declare dividends, no rights shall accrue to the holders of Preferred Stock if dividends are not declared and any dividends declared shall be noncumulative. Notwithstanding the foregoing, no dividends other than those payable solely in Common Stock shall be paid (i) on any Common Stock unless and until such dividend is also paid on each outstanding share of Preferred Stock in an amount equal to or greater than the aggregate amount of dividends which would be payable on each share of Preferred Stock if, immediately prior to such dividend payment on Common Stock, such shares of Preferred Stock had been converted into Common Stock and (ii) on any Series A Preferred unless and until such dividend is also paid on each outstanding share of Series B Preferred in an amount equal to or greater than the aggregate amount of dividends which would be payable on each share of the Series A Preferred, when considered on an as-converted to Common Stock basis with respect to both series of Preferred Stock. In addition, if any dividends are paid on the Series B Preferred, no additional dividends on such shares shall be paid unless and until such dividend is also paid on each outstanding share of Series A Preferred in an amount equal to or greater than the aggregate amount of dividends which would be payable on each share of the Series B Preferred, when considered on an as-converted to Common Stock basis with respect to all such series of Preferred Stock. The Company shall make no Distribution (as defined below) to the holders of shares of Common Stock except in accordance with this Section 1(a).

(b) Distribution. "**Distribution**" means the transfer of cash or property without consideration, whether by way of dividend or otherwise, or the purchase of shares of the Company (other than in connection with the repurchase of shares of Common Stock issued to or held by employees, consultants, officers and directors upon or following termination of their employment or services pursuant to agreements providing for the right of said repurchase, which agreements were authorized by the approval of the Board or a committee thereof) for cash or property.

(c) Consent to Certain Repurchases. As authorized by Section 402.5(c) of the General Corporation Law of California, Sections 502 and 503 of the General Corporation Law of California, to the extent otherwise applicable, shall not apply with respect to Distributions made by the Company in connection with the repurchase of shares of capital stock issued to or held by employees, consultants, officers and directors upon or following the termination of their employment or services pursuant to agreements providing for the right of said repurchase, which agreements were authorized by the approval of the Board.

2. Liquidation Rights.

(a) Liquidation Preference. In the event of any Liquidation (as defined below), either voluntary or involuntary, (i) the holders of the Series B Preferred shall be entitled to receive, out of the assets of the Company, an amount equal to the Series B Liquidation Preference for each share of Series B Preferred before any payment shall be made or any assets distributed to the holders of the Series A Preferred or Common Stock, and (ii) the holders of the Series A Preferred shall be entitled to receive, out of the assets of the Company, an amount equal to the Series A Liquidation Preference for each share of Series A Preferred before any payment shall be made or any assets distributed to the holders of Common Stock. "**Series A Liquidation Preference**" shall mean, with respect to a share of Series A Preferred, the Original Series A Issue Price (as defined below) (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series A Preferred) *plus* an amount equal to eight percent (8%) of such Original Series A Issue Price per annum and compounded annually on the anniversary of the date such share of Series A Preferred was issued *plus* declared or accumulated but unpaid dividends on such share. "**Series B Liquidation Preference**" shall mean, with respect to a share of Series B Preferred, the Original Series B Issue Price (as defined below) (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series B Preferred) *plus* an amount equal to eight percent (8%) of such Original Series B Issue Price per annum and compounded annually on the anniversary of the date such share of Series B Preferred was issued *plus* declared or accumulated but unpaid dividends on such share. The "Series A Liquidation Preference" and the "Series B Liquidation Preference" are referenced herein from time to time as the "**Liquidation Preference**." If upon the Liquidation, the assets to be distributed among the holders of the Series B Preferred are insufficient to permit the payment to such holders of the full Series B Liquidation Preference for their shares, then the entire assets of the Company legally available for distribution shall be distributed pro rata among the holders of the Series B Preferred based on the full amount of the Liquidation Preference payable to each holder in respect of their shares of Series B Preferred assuming such Liquidation Preference was paid in full. If upon the Liquidation and after payment of the Series B Liquidation Preference in full, the assets to be distributed among the holders of the Series A Preferred are insufficient to permit the payment to such holders of the full Series A Liquidation Preference for their shares, then the entire assets of the Company legally available for distribution (after payment of the Series B Liquidation Preference in full) shall be distributed pro rata among the holders of the Series A Preferred based on the full amount of the Liquidation Preference payable to each holder in respect of their shares of Series A Preferred assuming such Liquidation Preference was paid in full.

(b) Remaining Assets. After the payment to the holders of Preferred Stock of the full amount of the Liquidation Preference specified above, any remaining assets of the Company shall be distributed with equal priority and pro rata among the holders of the Company's Common Stock and the Preferred Stock, treating in such circumstances the Preferred Stock as if it had been converted into Common Stock pursuant to the terms of this Certificate of Incorporation immediately prior to such Liquidation; provided that (i) if each share of Series A Preferred has received its Maximum Participation Amount, then each holder of Series A Preferred shall be entitled to receive upon such Liquidation, in respect of each share of Series A Preferred, the greater of (A) its Maximum Participation Amount and (B) the amount such holder would have received if all shares of Series A Preferred Stock had been converted into Common

Stock immediately prior to such Liquidation, and (ii) if each share of Series B Preferred has received its Maximum Participation Amount, then each holder of Series B Preferred shall be entitled to receive upon such Liquidation, in respect of each share of Series B Preferred, the greater of (A) its Maximum Participation Amount and (B) the amount such holder would have received if all shares of Series B Preferred Stock had been converted into Common Stock immediately prior to such Liquidation (in each case in clauses (i)(B) and (ii)(B), assuming that each other series of Preferred Stock has also been converted to Common Stock, but only to the extent it would be economically rational to do so, taking into consideration all Additional Consideration, as defined below, pursuant to Section 2(g)). With respect to any share of Preferred Stock, the "**Maximum Participation Amount**" shall mean an aggregate distribution of two (2) times the applicable Original Issue Price per share (taking into account both the distributions made pursuant to Section 2(a) above and this Section 2(b)). The "**Original Issue Price**" shall mean (x) with respect to the Series A Preferred, the Original Series A Issue Price, and (y) with respect to the Series B Preferred, the Original Series B Issue Price, in each case, as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to such series of Preferred Stock.

(c) Liquidation. A "**Liquidation**" shall be deemed to be occasioned by, or to include, (i) the liquidation, dissolution or winding up of the Company, (ii) a sale, lease, exclusive license or other disposition, in a single transaction or series of related transactions, of all or substantially all of the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation, or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries (except where such sale, lease, exclusive license, or other disposition is to a wholly owned subsidiary of the Company) or (iii) a merger, consolidation or acquisition in which (A) the Company is a constituent party or (B) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such transaction, except any such transaction described in this clause (iii) involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such transaction continue to represent, or are converted into or exchanged for shares of capital stock or equity interests that represent, immediately following such transaction more than 50% of the voting power of (1) the surviving, resulting or acquiring entity or (2) if the surviving, resulting or acquiring entity is a wholly owned subsidiary of another entity immediately following such transaction, the parent entity of such surviving, resulting or acquiring entity.

(d) Notices. The Company shall give each holder of record of Preferred Stock written notice of such impending Liquidation transaction not later than the earlier of (A) twenty (20) days prior to the stockholders' meeting called to approve such transaction, or (B) twenty (20) days prior to the closing of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Company shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Company has given the first notice provided for herein nor sooner than ten (10) days after the Company has given notice of any material changes provided for herein; *provided, however,* that such periods may be shortened or waived upon the written consent of the holders of each series of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent a majority of the voting power of all then outstanding shares of such series of Preferred Stock.

(e) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Without limiting the rights of the Preferred Stock under Section 2(b), shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any distribution, or series of distributions, as shares of Common Stock, without first foregoing participation in the distribution, or series of distributions, as shares of Preferred Stock.

(f) The Company shall not have the power to effect a Liquidation referred to in Section 2(c)(iii)(A) unless the agreement or plan of merger or consolidation for such transaction (the "**Acquisition Agreement**") provides that the consideration payable to the stockholders of the Company shall be allocated among the holders of capital stock of the Company in accordance with Sections 2(a) and 2(b).

(g) Allocation of Escrow and Contingent Consideration. In the event of a Liquidation pursuant to Section 2(c)(iii)(A), if any portion of the consideration payable to the stockholders of the Company is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Acquisition Agreement shall provide that (i) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Company in accordance with Sections 2(a) and 2(b) as if the Initial Consideration were the only consideration payable in connection with such Liquidation; and (ii) any Additional Consideration which becomes payable to the stockholders of the Company upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Company in accordance with Sections 2(b) and 2(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction and recalculating whether any conversion of Preferred Stock to Common Stock, as provided in Section 2(b), would have been economically rational based upon the aggregate amount of the Initial Consideration plus and Additional Consideration which becomes payable to the stockholders of the Company upon satisfaction of such contingencies. For the purposes of this Section 2(g), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Liquidation shall be deemed to be Additional Consideration.

(h) Supermajority Board Consent Required for Liquidation. In addition to any other consent or approval required pursuant to this Certificate of Incorporation, the Company shall not have the power to effect a Liquidation unless such Liquidation has been approved by directors representing at least 80% of the then-authorized total number of directors of the Company.

3. Conversion. The Preferred Stock shall have conversion rights as follows:

(a) Right to Convert.

(i) Each share of Series A Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of

the Company or any transfer agent for the Series A Preferred upon five (5) days' prior written notice to the Company unless otherwise consented to by the Company. Each share of Series A Preferred shall be convertible into that number of fully-paid and nonassessable shares of Common Stock that is equal to the Series A Liquidation Preference divided by the Series A Conversion Price. The "**Series A Conversion Price**" shall initially be the Original Series A Issue Price, and shall be subject to adjustment as provided herein. The "**Original Series A Issue Price**" is $1.764706.

(ii) Each share of Series B Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Company or any transfer agent for the Series B Preferred upon five (5) days' prior written notice to the Company unless otherwise consented to by the Company. Each share of Series B Preferred shall be convertible into that number of fully-paid and nonassessable shares of Common Stock that is equal to the Series B Liquidation Preference divided by the Series B Conversion Price. The "**Series B Conversion Price**" shall initially be the Original Series B Issue Price, and shall be subject to adjustment as provided herein. The "**Original Series B Issue Price**" is $4.85.

(iii) "**Conversion Price**" shall mean (A) when used in reference to the Series A Preferred, the Series A Conversion Price, and (B) when used in reference to the Series B Preferred, the Series B Conversion Price.

(iv) For purposes of any conversion pursuant to this Section 3, the Series A Liquidation Preference and the Series B Liquidation Preference, as applicable, shall include the annual eight percent (8%) increase in such amounts provided in Section 2(a), pro-rated to the date of such conversion. Notwithstanding the foregoing, except in the case of actual conversion pursuant to this Section 3 or in the context of distribution of remaining assets pursuant to Section 2(b) in connection with an actual Liquidation, all other references in this Certificate of Incorporation to "as-converted to Common Stock basis" or similar phrases with respect to a share of Series A Preferred or Series B Preferred (including in the context of voting of the shares pursuant to Section 4 or otherwise providing approvals or consents when such voting, approvals or consents are to be on an as-converted to Common Stock basis) shall refer to an assumed conversion of such Preferred Stock into a number of shares of Common Stock determined by only compounding the eight percent (8%) increase on an annual basis, on the anniversary of the date such share was issued, without any pro ration for partial years.

(b) Automatic Conversion.

(i) Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price immediately upon (1) the affirmative vote of at least 65% of the then outstanding shares of Series A Preferred with respect to the Series A Preferred and the affirmative vote of at least 67% of the then outstanding shares of Series B Preferred with respect to the Series B Preferred, or (2) the consummation of a Qualified Public Offering. A "**Qualified Public Offering**" shall mean (a) an initial public offering of the Company's Common Stock pursuant to a Registration Statement; (b) an offering of the Common Stock, relying on Regulation A under the Securities Act for exemption from the registration requirements of Section 5 thereof; (c) a distribution of equity securities of the

Company or its successor in connection with a Registration Statement; or (d) the issuance of equity securities in exchange for the Company's equity securities in connection with the Company's merger or reverse merger with another corporation, company, partnership, limited partnership, limited liability company or any other entity, provided that, in the case of clauses (a)–(d), results in the Common Stock or equity securities, as the case may be, being held by at least three hundred (300) round lot stockholders and the Common Stock or equity securities, as the case may be, shall be approved for listing on the Nasdaq Capital Market or any other nationally recognized U.S. securities exchange, and provided further that, in the case of clauses (a) and (b), results in gross proceeds to the Company of at least Fifteen Million Dollars ($15,000,000). In addition, a "**Registration Statement**" shall mean an offering circular or registration statement on Form S-1, Form 1-A, Form S-4, or another applicable form of offering circular or registration statement approved by the SEC for the nature of the Qualified Public Offering undertaken by the Company.

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon the conversion of a share of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay the fair market value cash equivalent of such fractional share as determined in good faith by the Board. For such purpose, all shares of Preferred Stock held by each holder shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall surrender the Preferred Stock certificate or certificates, duly endorsed, at the office of the Company or of any transfer agent for the Preferred Stock (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate or the inability of such holder to provide or surrender such certificate), and shall give written notice to the Company at such office that such holder elects to convert such shares; *provided, however,* that in the event of an automatic conversion pursuant to Section 3(b) above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided further, however,* that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless either the certificates evidencing such shares of Preferred Stock are delivered to the Company or its transfer agent as provided above (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate or the inability of such holder to provide or surrender such certificate).

The Company shall, as soon as practicable after delivery of the Preferred Stock certificates by the holder thereof registered on the stock records of the Company, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared or accumulated but unpaid dividends on the converted Preferred Stock, and a certificate for the number (if any) of the shares of Preferred

Stock represented by the surrendered certificate that were not converted into Common Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; *provided, however*, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a Liquidation, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of the sale of securities pursuant to such offering or the closing of the Liquidation, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of the sale of such securities or the closing of the Liquidation.

(d) Adjustments to Conversion Price.

(i) Adjustments for Subdivisions or Combinations of Common. After the Series B Issue Date, if the outstanding shares of Common Stock shall be subdivided (by stock split, stock dividend or otherwise), into a greater number of shares of Common Stock, the applicable Conversion Price in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. After the Series B Issue Date, if the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the applicable Conversion Price in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(ii) Adjustment for Merger or Reorganization, Etc. Subject to the provisions of Section 2(a), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock (but not the Series A Preferred or Series B Preferred, as applicable) is converted into or exchanged for securities, cash or other property (other than a transaction covered by the other provisions of this Section 3(d)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred or Series B Preferred, as applicable, shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Company issuable upon conversion of one share of Series A Preferred or Series B Preferred, as applicable, immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 3 with respect to the rights and interests thereafter of the holders of the Series A Preferred or Series B Preferred, as applicable, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred or Series B Preferred, as applicable. For the avoidance of doubt, nothing in this Section 3(d)(ii) shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the Delaware General Corporation

Law in connection with a merger triggering an adjustment hereunder, nor shall this Section 3(d)(ii) be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

(iii) Adjustment for Certain Dividends and Distributions. In the event the Company at any time or from time to time after the Series B Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price for each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction:

(A) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (x) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price for each series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price for each series shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (y) that no such adjustment to the Conversion Price of the Series A Preferred or Series B Preferred, as applicable, shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(iv) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Series B Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of the Series A Preferred and Series B Preferred shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of the Series A Preferred and Series B Preferred had been converted into Common Stock on the date of such event.

(v) Adjustments for Dilutive Issuances.

(A) After the Series B Issue Date, if the Company shall issue or sell any shares of Common Stock (in each case as actually issued or, pursuant to paragraph (C) below, deemed to be issued) for a consideration per share less than the applicable Series A Conversion Price and/or Series B Conversion Price in effect immediately prior to such issue or sale, then immediately upon such issue or sale the applicable Series A Conversion Price and/or Series B Conversion Price, as the case may be, shall be reduced to a price (calculated to the nearest cent) determined by multiplying such prior Series A Conversion Price or Series B Conversion Price, as applicable, by a fraction, the numerator of which shall be the number of shares of "Calculated Securities" (defined below) outstanding immediately prior to such issue or sale plus the number of shares of Common Stock that the aggregate consideration received by the Company for the total number of shares of Common Stock so issued or sold would purchase at such prior Series A Conversion Price or Series B Conversion Price, as applicable, and the denominator of which shall be the number of shares of Calculated Securities outstanding immediately prior to such issue or sale *plus* the number of shares of Common Stock so issued or sold. "**Calculated Securities**" means (i) all shares of Common Stock actually outstanding; (ii) all shares of Common Stock issuable upon conversion of the then outstanding Preferred Stock (without giving effect to any adjustments to the conversion price of any series of Preferred Stock as a result of such issuance); and (iii) all shares of Common Stock issuable upon exercise and/or conversion of outstanding options, warrants or other rights for the purchase of shares of stock.

(B) For the purposes of paragraph (A) above, none of the following issuances shall be considered the issuance or sale of Common Stock for purposes of this Section 3(d)(v) with respect to a particular series of Preferred Stock:

(1) The issuance of Common Stock upon the conversion of any Convertible Securities outstanding on the date of first issuance of the Series B Preferred (the "**Series B Issue Date**") (to the extent disclosed in the purchase agreement for the Series B Preferred issued on the Series B Issue Date (as amended from time to time in accordance with its terms, the "**Series B Purchase Agreement**")). "**Convertible Securities**" shall mean any bonds, debentures, notes or other evidences of indebtedness, and any options, warrants, shares or any other securities convertible into, exercisable for, or exchangeable for Common Stock; *provided, however*, that the term "Convertible Securities" shall not include any securities referenced in Section 3(d)(v)(B)(3) below.

(2) The issuance of any Common Stock or Convertible Securities as a dividend on such series of Preferred Stock or pursuant to which an adjustment is made to such series of Preferred Stock under any other subsection of this Section 3(d).

(3) The issuance of any Common Stock upon conversion or exercise of any Convertible Securities in accordance with their terms after they have been deemed to have been issued pursuant to subparagraph (C)(2) below.

(4) The issuance of shares of Common Stock (or options to purchase shares of Common Stock) to employees, directors or consultants of the

Company under a stock plan (including a stock option plan or other incentive or benefit plan) or agreement (i) outstanding on the Series B Issue Date (to the extent disclosed in the Series B Purchase Agreement) or (ii) approved by the Board after the Series B Issue Date.

(5) The issuance of shares of Common Stock or Convertible Securities to lenders, financial institutions, equipment lessors, or real estate lessors in connection with a bona fide borrowing or leasing transaction approved by the Board.

(6) The issuance of Common Stock or Convertible Securities pursuant to (i) the acquisition of another business, whether by merger or purchase of shares or substantially all assets relating to such business, or other reorganization whereby the Company or its shareholders own not less than a majority of the voting power of the surviving or successor business or (ii) the acquisition of technology or other intellectual property by outright purchase or exclusive license.

(7) shares of Common Stock issued in transactions of primarily a strategic not financial nature, as determined by the Board;

(8) shares of Common Stock issued to suppliers of goods or services to the Company or a subsidiary thereof, pursuant to transactions approved by the Board;

(9) shares of Common Stock issued in connection with a Qualified Public Offering; or

(10) shares of Common Stock that are otherwise specifically excluded from the adjustment provisions of this Section 3(d)(v) by vote or written consent of a majority of all of the outstanding Preferred Stock, voting together as a single class on an as-converted to Common Stock basis.

(C) For the purposes of paragraph (A) above, the following subparagraphs (1) to (3), inclusive, shall also be applicable:

(1) In case at any time the Company shall issue or grant any rights to subscribe for, or any rights or options to purchase, Convertible Securities, whether or not such rights or options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such rights or options or upon conversion or exchange of such Convertible Securities (determined by dividing (x) the total amount, if any, received or receivable by the Company as consideration for the granting of such rights or options, plus the minimum aggregate amount of additional consideration payable to the Company upon the exercise of such rights or options, plus, in the case of any such rights or options which relate to such Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the exercise of such rights or options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such rights or options) shall be less than the Series A Conversion Price or Series B Conversion Price, as applicable, in effect immediately prior to the

time of the granting of such rights or options, then the total maximum number of shares of Common Stock issuable upon the exercise of such rights or options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such rights or options shall (as of the date of granting of such rights or options) be deemed to be outstanding and to have been issued for such price per share with respect to such applicable series of Preferred Stock.

(2) In case at any time the Company shall issue or sell any Convertible Securities, whether or not the rights to acquire, convert or exchange thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon such exercise, conversion or exchange (determined by dividing (x) the total amount received or receivable by the Company as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Company upon the exercise, conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the exercise, conversion or exchange of all such Convertible Securities) shall be less than the Series A Conversion Price or Series B Conversion Price, as applicable, in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon exercise, conversion or exchange of such Convertible Securities shall (as of the date of the issue or sale of such Convertible Securities) be deemed to be outstanding and to have been issued for such price per share with respect to such applicable series of Preferred Stock, *provided* that if any such issue or sale of such Convertible Securities is made upon exercise of any rights to subscribe for or to purchase or any option to purchase any such Convertible Securities for which adjustments of the conversion price have been or are to be made pursuant to other provisions of this paragraph (C), no further adjustment of the conversion price shall be made by reason of such issue or sale.

(3) In case at any time any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock, or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Company therefor. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Company shall be deemed to be the fair value of such consideration as determined in good faith by the Board. In case any shares of Common Stock or Convertible Securities or any rights or options to purchase any such Common Stock or Convertible Securities shall be issued in connection with any merger of another corporation into the Company, the amount of consideration therefor shall be deemed to be the fair value of the assets of such merged corporation as determined in good faith by the Board after deducting therefrom (A) all cash and other consideration (if any) paid by the Company in connection with such merger and (B) all debt and other obligations assumed as part of such merger.

(e) When De Minimis Adjustments May Be Deferred. No adjustment in the Conversion Price will be made unless the adjustment would require an increase or decrease of at least 1% in the applicable Conversion Price. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article Fourth shall be made to the nearest 1/10th of a cent or to the nearest 1/10th of a share, as the case may be.

(f) No Impairment. Except to the extent expressly permitted herein, the Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Article Fourth by the Company, but will at all times in good faith assist in carrying out of all the provision of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Preferred Stock against impairment.

(g) Certificate of Adjustments. Upon the occurrence of each adjustment of the applicable Conversion Price pursuant to thisSection 3, the Company at its expense shall promptly compute such adjustment and furnish to each holder of Preferred Stock a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The Company shall, upon the written request at any time of any holder of Preferred Stock, furnish to such holder a like certificate setting forth (i) any and all adjustments made to the Preferred Stock since the date of the first issuance of such Preferred Stock, (ii) the applicable Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such Preferred Stock.

(h) Notices of Record Date. In the event that the Company shall propose at any time (i) to declare any dividend or Distribution; (ii) to effect any reclassification or recapitalization; or (iii) to effect a Liquidation; then, in connection with each such event, the Company shall send to the holders of the Preferred Stock at least 20 days' prior written notice of the date on which a record shall be taken for such dividend, Distribution or subscription rights (and specifying the date on which the holders of stock shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in clauses (ii) and (iii) above.

(i) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in reasonable best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the applicable Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of any series of Preferred Stock, the Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

4. Voting.

(a) General. Except as otherwise expressly provided herein or as required by law, the holders of Series A Preferred, the holders of Series B Preferred and the holders of Common Stock shall vote together and not as separate classes; *provided, however*, that, except as otherwise required by law or as otherwise provided in Section 4(d)(iv) herein, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the Delaware General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Company representing a majority of the votes represented by all outstanding shares of capital stock of the Company entitled to vote, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

(b) Preferred Stock. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock held by such holder of Preferred Stock could then be converted. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. The holders of the Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series A Preferred and Series B Preferred held by each holder could be converted), shall be disregarded.

(c) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(d) Protective Provisions.

(i) After August 15, 2018, any of the following actions (whether directly or indirectly, by amendment, merger, consolidation, or otherwise) by the Company will require (in addition to any other vote required by law or the Certificate of Incorporation) the prior approval of (1) holders of at least 65% of the then outstanding shares of Series A Preferred, so long as there remains issued and outstanding at least (x) 1,416,667 shares in the aggregate of Series A Preferred (as such numbers are adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to such Preferred Stock), and (2) holders of at least 67% of the then outstanding shares of Series B Preferred, so long as at least 773,195 shares of Series B Preferred (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series B Preferred) remain issued and outstanding:

(A) increasing or decreasing the authorized number of directors;

(B) authorizing, creating or issuing any debt exceeding $5 million in the aggregate at any time outstanding (for the avoidance of doubt, "debt" shall not include ordinary course accounts payable);

(C) purchasing or redeeming (or permitting any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Company other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) subject to Section 1, dividends or other distributions payable on the Series A Preferred or Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of shares of Common Stock issued to employees, officers, directors and consultants upon termination of employment or services pursuant to agreements providing for the right of repurchase;

(D) declaring or paying cash dividends;

(E) a Liquidation, or any merger, sale of assets, licensing of substantially all intellectual property outside the ordinary course of business, or other corporate reorganization, sale or acquisition involving the Company;

(F) entering into or modifying any agreement, transaction or arrangement with any officer or director, except for customary compensation or benefit arrangements;

(G) amending any existing equity incentive plan or approving new equity incentive plans; or

(H) amending the Certificate of Incorporation.

(ii) So long as at least 1,416,667 shares of Series A Preferred (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series A Preferred) remain issued and outstanding, the approval of holders of at least 65% of the then outstanding shares of Series A Preferred, voting as a single class, shall be required in order for the Company to take any action (whether directly or indirectly, by amendment, merger, consolidation, or otherwise) on the following matter:

(A) amending or repealing any provision of the Certificate of Incorporation or Bylaws of the Company in a manner that adversely affects the powers, rights, preferences or privileges of the Series A Preferred, except as permitted in Section 4(d)(iv) below.

(iii) So long as at least 773,195 shares of Series B Preferred (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series B Preferred) remain issued and outstanding, the approval of holders of at least 67% of the then outstanding shares of Series B Preferred, voting as a single class, shall be required in order for the Company to take any action (whether directly or indirectly, by amendment, merger, consolidation, or otherwise) on the following matter:

(A) amending or repealing any provision of the Certificate of Incorporation or Bylaws of the Company in a manner that adversely affects the powers, rights, preferences or privileges of the Series B Preferred, except as permitted in Section 4(d)(iv) below.

(iv) Notwithstanding anything to the contrary herein, until August 15, 2018, any amendment and/or restatement of the Certificate of Incorporation necessary to create new classes or series of capital stock with rights, preferences or privileges on parity with or senior or junior to the Series A Preferred and the Series B Preferred shall not require any separate class vote of the Series A Preferred or Series B Preferred provided that the Series A Preferred and Series B Preferred are treated the same with respect to such new class or series and the rights, preferences and privileges of the Series A Preferred and the Series B Preferred are not otherwise affected. Without limiting the foregoing, until August 15, 2018, the amendments to the Certificate of Incorporation that may be permitted without the class vote of the Series A Preferred and Series B Preferred shall also include any forward or reverse stock split that is applied to all of the outstanding Preferred Stock and Common Stock. So long as at least 773,195 shares of Series B Preferred (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series B Preferred) remain issued and outstanding, the approval of the holders of a majority of the then outstanding shares of Series B Preferred, voting as a single class, shall be required in order for the Company to amend this Section 4(d)(iv).

(e) Election of Directors.

(i) Prior to the Series B Issue Date, the number of directors shall be determined in accordance with and in the manner set forth in the Company's bylaws, and such directors shall be elected by the holders of the Common Stock and the Preferred Stock, voting together as a single class on an as-converted to Common Stock basis.

(ii) From and after the Series B Issue Date, the authorized number of directors shall be five (5), and (A) so long as there remains issued and outstanding at least 1,416,667 shares in the aggregate of Series A Preferred (as such numbers are adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to such Preferred Stock), the holders of the Series A Preferred, voting separately as a single class, shall be entitled to elect one (1) director; (B) so long as at least 773,195 shares of Series B Preferred (as adjusted for stock dividends, splits, combinations, recapitalizations and the like with respect to the Series B Preferred) remain issued and outstanding, the holders of the Series B Preferred, voting separately as a single class, shall be entitled to elect two (2) directors; and (C) holders of the Common Stock, voting separately as a single class, shall be entitled to elect two (2) directors. Any vacancies on the Board shall be filled by vote of the holders of the class or series that elected the director whose absence created such vacancy. If, at any time, less than the minimum number of shares of Series A Preferred and/or Series B Preferred Stock required by the first sentence of this paragraph remain outstanding, then the holders of the Common Stock and the Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, shall be entitled to elect the directors who were to have been elected by the holders of the Series A Preferred and/or the Series B Preferred, as applicable.

(iii) There shall be no cumulative voting.

5. Redemption.

(a) At any time following the fifth (5th) anniversary of the Series B Issue Date, the holders of the Series B Preferred may request that all of the shares of Series B Preferred held by them be redeemed, to the extent permitted by Delaware law (and, to the extent applicable, the laws of California or other jurisdictions) governing distributions to stockholders, by delivering to the Company a written request signed by the holders of at least 67% of the then outstanding shares of Series B Preferred (such written request, the "**Redemption Request**," and such holders, the "**Initiating Holders**"). Upon receipt of such Redemption Request, the Company shall redeem, to the extent permitted by Delaware law (and, to the extent applicable, the laws of California or other jurisdictions) governing distributions to stockholders, no later than the later of (x) forty (40) days after determination of the Redemption Price and (y) six (6) months after the Redemption Request and no earlier than twenty (20) days after the date of the Redemption Notice (as defined below) (the date of redemption, the "**Redemption Date**"), all of the shares of Series B Preferred held by the Initiating Holders and all of the shares of Series B held by any Joining Holders (as defined below), by paying in cash the Redemption Price per share. "**Redemption Price**" shall mean an amount equal to the greater of (i) the Series B Liquidation Preference and (ii) the price per share of Series B Preferred (A) mutually agreed upon by the Company and the Initiating Holders or (B) determined by an independent third-party appraiser mutually selected by the Company and the Initiating Holders. The Redemption Price shall be paid as follows: (I) one-third shall be paid in cash on the Redemption Date and (II) the remainder shall be paid by delivery of a promissory note on the Redemption Date in substantially the form attached as an exhibit to the Series B Purchase Agreement (the "**Redemption Notes**").

(b) Upon receipt of such Redemption Request and after determination of the Redemption Price, the Company shall send a written notice to each holder of record of the Series B Preferred, at the address last shown on the records of the Company, notifying such holder of the redemption to be effected, specifying the number of shares held by such holder which may be redeemed, the Redemption Date and the Redemption Price (the "**Redemption Notice**"). The Redemption Notice shall also call upon each holder, who is not an Initiating Holder but wishes to have his, her or its shares of Series B Preferred redeemed, to deliver to the Company, within fifteen (15) days of the date of the Redemption Notice, a written request to redeem such holder's shares of Series B Preferred and surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed (any such holder, who timely delivers such a written request to the Company, a "**Joining Holder**"). Except as provided in subsection 5(c), (i) upon delivery thereof to the Company, a request of a Joining Holder to redeem his, her or its shares of Series B Preferred, and each Redemption Request, shall be irrevocable without the consent of the Company and (ii) on or after the Redemption Date, the Initiating Holders and the Joining Holders shall surrender to the Company the certificate or certificates representing the shares of Series B Preferred redeemed pursuant to this Section 5 in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

(c) Upon receipt of a Redemption Request, the Company shall apply all of its assets to any such redemption, and to no other corporate purpose, except to the extent prohibited by Delaware law (and, to the extent applicable, the laws of California or other jurisdictions) governing distributions to stockholders. From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the Initiating Holders and the Joining Holders with respect to their shares of Series B Preferred (except the right to receive the Redemption Price upon surrender of their certificate or certificates) shall cease, and such shares shall not thereafter be transferred on the books of the Company or be deemed to be outstanding for any purpose whatsoever. If the funds of the Company legally available for redemption of shares of Series B Preferred on any Redemption Date are insufficient to redeem the total number of shares of Series B Preferred to be redeemed on such date, by payment of the first installment due on such shares, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series B Preferred. The shares of Series B Preferred not redeemed shall remain outstanding and entitled to all the rights, preferences and privileges provided in this Amended and Restated Certificate of Incorporation. At any time thereafter when additional funds of the Company are legally available for the redemption of shares of Series B Preferred, such funds will immediately be used to redeem the balance of the shares which the Company has become obliged to redeem on any Redemption Date but which it has not redeemed.

(d) At the Company's option, upon receipt of a Redemption Request, the Company may require that all shares of Series B Preferred Stock, whether held by the Initiating Holders or otherwise, be redeemed. In the event that it elects such option, (i) the Company shall send, at any after determination of the applicable Redemption Price and no later than ten (10) days prior to the applicable Redemption Date, a written notice to each holder of record of the Series B Preferred of the redemption to be effected and providing the same information as required in a Redemption Notice under Section 5(b) and (ii) the shares of Series B Preferred held by all such holders shall be redeemed pursuant to this Section 5 as if each such holder were a Joining Holder.

(e) The Series A Preferred will have a similar redemption right after the fifth (5th) anniversary of the Series B Issue Date, except that the percentage of holders required to request redemption shall be the holders of 65% of the Series A Preferred. If and to the extent that the holders of the Series B Preferred requests redemption of its shares pursuant to this Section 5 on or prior to the Redemption Date applicable to the Series A Preferred, then the redemption of the shares of Series A Preferred shall be delayed until all shares of Series B Preferred held by Initiating Holders and Joining Holders (and, if the Company has exercised its option pursuant to Section 5(d), all other holders of Series B Preferred Stock) are first redeemed in accordance with this Section 5 and all Redemption Notes with respect to the Series B Preferred have been indefeasibly paid in full.

(f) If and to the extent that any series of Preferred Stock has requested redemption pursuant to thisSection 5, notice of such request will be given to all other series of Preferred Stock as soon as practicable after receipt of such request, and in any event prior to the date the Redemption Notice with respect to such requesting series is sent; provided that in the event that the Series A Preferred have requested redemption pursuant to this Section 5 at a time

when shares of Series B Preferred are outstanding, the notice to the holders of the Series B Preferred pursuant to this Section 5(f) shall be provided at least thirty (30) days prior to the applicable Redemption Date for the Series A Preferred.

6. Notices. Unless otherwise provided, any notice required or permitted by the provisions of thisArticle Fourth to be given to the holders of Preferred Stock or Common Stock shall be deemed given: (i) upon personal delivery to the party to be notified, (ii) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, or if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) the business day immediately following deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; provided that if a notice or communication is sent by electronic mail pursuant to clause (ii), a copy of any such notice or communications must also be sent no later than the next business day via another delivery method allowed by this Section 6 (e.g., by personal delivery or by certified mail). All notices to a holder of Preferred Stock or Common Stock shall be addressed to such holder of record at such holder's address appearing on the books of the Company.

FIFTH

Subject to any additional approvals required by this Amended and Restated Certificate of Incorporation or the Company's bylaws as then in effect, the Board shall have the power to adopt, amend and repeal the bylaws of the Company (except insofar as the bylaws of the Company as adopted by action of the stockholders of the Company shall otherwise provide). Any bylaws made by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders, and the powers conferred in this Article Fifth shall not abrogate the right of the stockholders to adopt, amend and repeal bylaws.

SIXTH

Election of directors need not be by written ballot unless the bylaws of the Company shall so provide.

SEVENTH

Subject to any additional approvals required by this Amended and Restated Certificate of Incorporation or the Company's bylaws as then in effect, the Company reserves the right to amend the provisions in this Amended and Restated Certificate of Incorporation and in any certificate amendatory hereof in the manner now or hereafter prescribed by law, and all rights conferred on stockholders or others hereunder or thereunder are granted subject to such reservation.

EIGHTH

A. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, no director of the Company shall be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended after approval by the

stockholders of this Article Eighth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended.

B. The Company shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Company or any predecessor of the Company or serves or served at any other enterprise as a director or officer at the request of the Company or any predecessor to the Company to the same extent as permitted under paragraph A above.

C. Neither any amendment nor repeal of this Article Eighth, nor the adoption of any provision of the Company's Certificate of Incorporation inconsistent with this Article Eighth, shall eliminate or reduce the effect of this Article Eighth in respect of any matter occurring or any action or proceeding accruing or arising or that, but for this Article Eighth, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

D. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

NINTH

The Company renounces, to the fullest extent permitted by law, any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Company who is not an employee of the Company or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Company or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Company.

Exhibit 3.2

BYLAWS

OF

VERITONE, INC.,

a Delaware corporation

(as amended and restated on July 15, 2014)

TABLE OF CONTENTS

BYLAWS

OF

VERITONE, INC.[1]
(as amended and restated July 15, 2014)

ARTICLE 1

OFFICES

Section 1.1 Registered Office.

The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 1.2 Other Offices.

The corporation may also have offices at such other places, both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 2

STOCKHOLDERS' MEETINGS

Section 2.1 Place of Meetings.

Meetings of the stockholders of the corporation shall be held at such place, either within or without the State of Delaware, as may be designated from time to time by the Board of Directors, or, if not so designated, then at the office of the corporation required to be maintained pursuant to Section 1.2 of Article I hereof.

Section 2.2 Annual Meetings.

The annual meetings of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors.

Section 2.3 Special Meetings.

Special Meetings of the stockholders of the corporation may be called, for any purpose or purposes, by the Chairman of the Board or the President or the Board of Directors at any time. Upon written request of any stockholder or stockholders holding in the aggregate one-fifth of the voting power of all stockholders delivered in person or sent by registered mail to the Chairman

[1] The corporation changed its corporate name to Veritone, Inc. from Veritone Delaware, Inc. effective July 15, 2014.

of the Board, President or Secretary of the corporation, the Secretary shall call a special meeting of stockholders to be held at the office of the corporation required to be maintained pursuant to Section 1.2 of Article I hereof at such time as the Secretary may fix, such meeting to be held not less than 10 nor more than 60 days after the receipt of such request, and if the Secretary shall neglect or refuse to call such meeting within seven days after the receipt of such request, the stockholder making such request may do so.

Section 2.4 Notice of Meetings.

(a) Except as otherwise provided by law or the Certificate of Incorporation, written notice of each meeting of stockholders, specifying the place, if any, date and hour and purpose or purposes of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote thereat, directed to his address as it appears upon the books of the corporation; except that where the matter to be acted on is a merger or consolidation of the corporation or a sale, lease or exchange of all or substantially all of its assets, such notice shall be given not less than 20 nor more than 60 days prior to such meeting.

(b) If at any meeting action is proposed to be taken which, if taken, would entitle shareholders fulfilling the requirements of Section 262(d) of the Delaware General Corporation Law to an appraisal of the fair value of their shares, the notice of such meeting shall contain a statement of that purpose and to that effect and shall be accompanied by a copy of that statutory section.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken unless the adjournment is for more than thirty days, or unless after the adjournment a new record date is fixed for the adjourned meeting, in which event a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(d) Notice of the time, place and purpose of any meeting of stockholders may be waived in writing, either before or after such meeting, and, to the extent permitted by law, will be waived by any stockholder by his attendance thereat, in person or by proxy. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

(e) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation under any provision of Delaware General Corporation Law, the certificate of incorporation, or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (i) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent, and (ii) such inability becomes known to the secretary or an

assistant secretary of the corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this subparagraph (e) shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 2.5 Quorum and Voting.

(a) At all meetings of stockholders except where otherwise provided by law, the Certificate of Incorporation or these Bylaws, the presence, in person or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. Shares, the voting of which at said meeting have been enjoined, or which for any reason cannot be lawfully voted at such meeting, shall not be counted to determine a quorum at said meeting. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting. The stockholders present at a duly called or convened meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

(b) Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, all action taken by the holders of a majority of the voting power represented at any meeting at which a quorum is present shall be valid and binding upon the corporation.

Section 2.6 Voting Rights.

(a) Except as otherwise provided by law, only persons in whose names shares entitled to vote stand on the stock records of the corporation on the record date for determining the stockholders entitled to vote at said meeting shall be entitled to vote at such meeting. Shares standing in the names of two or more persons shall be voted or represented in accordance with the determination of the majority of such persons, or, if only one of such persons is present in person or represented by proxy, such person shall have the right to vote such shares and such shares shall be deemed to be represented for the purpose of determining a quorum.

(b) Every person entitled to vote or to execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent, which proxy shall be filed with the Secretary of the corporation at or before the meeting at which it is to be used. Said proxy so appointed need not be a stockholder. No proxy shall be voted on after three (3) years from its date unless the proxy provides for a longer period. Unless and until voted, every proxy shall be revocable at the pleasure of the person who executed it or of his legal representatives or assigns, except in those cases where an irrevocable proxy permitted by statute has been given.

(c) Without limiting the manner in which a stockholder may authorize another person or persons to act for him as proxy pursuant to subsection (b) of this section, the following shall constitute a valid means by which a stockholder may grant such authority:

(1) A stockholder may execute a writing authorizing another person or persons to act for him as proxy. Execution may be accomplished by the stockholder or his authorized officer, director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature.

(2) A stockholder may authorize another person or persons to act for him as proxy by transmitting or authorizing the transmission of a telephone, telegram, cablegram or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telephone, telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telephone, telegram, cablegram or other electronic transmission was authorized by the stockholder. Such authorization can be established by the signature of the stockholder on the proxy, either in writing or by a signature stamp or facsimile signature, or by a number or symbol from which the identity of the stockholder can be determined, or by any other procedure deemed appropriate by the inspectors or other persons making the determination as to due authorization. If it is determined that such telegrams, cablegrams or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

(d) Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to subsection (c) of this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 2.7 Voting Procedures and Inspectors of Elections.

(a) The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the

meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability.

(b) The inspectors shall (i) ascertain the number of shares outstanding and the voting power of each, (ii) determine the shares represented at a meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

(c) The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

(d) In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Sections 211(e) or 212(c)(2) of the Delaware General Corporation Law, or any information provided pursuant to Section 211(a)(2)(B)(i) or (iii) thereof, ballots and the regular books and records of the corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification pursuant to subsection (b)(v) of this section shall specify the precise information considered by them including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 2.8 List of Stockholders.

The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. The corporation need not include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be

produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.9 Stockholder Proposals at Annual Meetings.

At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, otherwise properly brought before the meeting by or at the direction of the Board of Directors, or otherwise properly brought before the meeting by a stockholder. In addition to any other applicable requirements for business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the corporation. To be timely a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation not less than 45 days nor more than 75 days prior to the date on which the corporation first mailed its proxy materials for the previous year's annual meeting of stockholders (or the date on which the corporation mails its proxy materials for the current year if during the prior year the corporation did not hold an annual meeting or if the date of the annual meeting was changed more than 30 days from the prior year). A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the stockholder proposing such business, (iii) the class and number of shares of the corporation which are beneficially owned by the stockholder, and (iv) any material interest of the stockholder in such business.

Notwithstanding anything in the Bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 2.9, provided, however, that nothing in this Section 2.9 shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting in accordance with said procedure.

The Chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.9, and if he should so determine he shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted.

Nothing in this Section 2.9 shall affect the right of a stockholder to request inclusion of a proposal in the corporation's proxy statement to the extent that such right is provided by an applicable rule of the Securities and Exchange Commission.

Section 2.10 Nominations of Persons for Election to the Board of Directors.

In addition to any other applicable requirements, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the corporation may be made at a meeting of stockholders by or at the direction of the Board of Directors, by any nominating committee or person appointed by the Board of Directors or by any stockholder of the corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 2.10. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation, not less than 45 days nor more than 75 days prior to the date on which the corporation first mailed its proxy materials for the previous year's annual meeting of shareholders (or the date on which the corporation mails its proxy materials for the current year if during the prior year the corporation did not hold an annual meeting or if the date of the annual meeting was changed more than 30 days from the prior year). Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of the corporation which are beneficially owned by the person, and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Rule 14a under the Securities Exchange Act of 1934; and (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder, and (ii) the class and number of shares of the corporation which are beneficially owned by the stockholder. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as a director of the corporation. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein. These provisions shall not apply to nomination of any persons entitled to be separately elected by holders of preferred stock.

The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 2.11 Action Without Meeting.

(a) Unless otherwise provided in the Certificate of Incorporation, any action required by statute to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be effective, a written consent must be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the corporation having custody

of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation in accordance with this Section. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(b) A telegram, cablegram or other electronic transmission consent to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder, and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in this State, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded to the extent and in the manner provided by resolution of the Board of Directors of the corporation.

(c) Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE 3

DIRECTORS

Section 3.1 Number and Term of Office.

The number of directors of the corporation shall not be less than one (1) nor more than five (5) until changed by amendment of the Certificate of Incorporation or by a Bylaw amending this Section 3.1 duly adopted by the vote or written consent of holders of a majority of the outstanding shares or by the Board of Directors. The exact number of directors shall be fixed

from time to time, within the limits specified in the Certificate of Incorporation or in this Section 3.1, by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of the holders of a majority of the outstanding shares entitled to vote, or by the Board of Directors.

With the exception of the first Board of Directors, which shall be elected by the incorporators, and except as provided in Section 3.3 of this Article III, the directors shall be elected by a plurality vote of the shares represented in person or by proxy at the stockholders annual meeting in each year and entitled to vote on the election of directors. Elected directors shall hold office until the next annual meeting and until their successors shall be duly elected and qualified. Directors need not be stockholders. If, for any cause, the Board of Directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

Section 3.2 Powers.

The powers of the corporation shall be exercised, its business conducted and its property controlled by or under the direction of the Board of Directors.

Section 3.3 Vacancies.

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and each director so elected shall hold office for the unexpired portion of the term of the director whose place shall be vacant and until his successor shall have been duly elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this section in the case of the death, removal or resignation of any director, or if the stockholders fail at any meeting of stockholders at which directors are to be elected (including any meeting referred to in Section 3.4 below) to elect the number of directors then constituting the whole Board of Directors.

Section 3.4 Resignations and Removals.

(a) Any director may resign at any time by delivering his resignation to the Secretary in writing or by electronic transmission, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

(b) At a special meeting of stockholders called for the purpose in the manner hereinabove provided, the Board of Directors or any individual director may be removed from office, with or without cause, and a new director or directors elected by a vote of stockholders holding a majority of the outstanding shares entitled to vote at an election of directors.

Section 3.5 Meetings.

(a) The annual meeting of the Board of Directors shall be held immediately after the annual stockholders' meeting and at the place where such meeting is held or at the place announced by the Chairman at such meeting. No notice of an annual meeting of the Board of Directors shall be necessary, and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) Except as hereinafter otherwise provided, regular meetings of the Board of Directors shall be held in the office of the corporation required to be maintained pursuant to Section 1.2 of Article I hereof. Regular meetings of the Board of Directors may also be held at any place, within or without the State of Delaware, which has been designated by resolutions of the Board of Directors or the written consent of all directors.

(c) Special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board or, if there is no Chairman of the Board, by the President, or by any of the directors.

(d) Written notice of the time and place of all regular and special meetings of the Board of Directors shall be delivered personally to each director or sent by telegram or facsimile transmission or other form of electronic transmission at least 48 hours before the start of the meeting, or sent by first class mail at least 120 hours before the start of the meeting. Notice of any meeting may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat.

Section 3.6 Quorum and Voting.

(a) A quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time in accordance with Section 3.1 of Article III of these Bylaws, but not less than one; provided, however, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation, or these Bylaws.

(c) Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communication equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) The transactions of any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting

duly held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the directors not present shall sign a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.7 Action Without Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.8 Fees and Compensation.

Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 3.9 Special Committee and Other Board Committees.

(a) **Special Committee**. While any shares of the corporation's Series B Preferred Stock are outstanding, the corporation shall have a standing committee of the Board of Directors designated as the "Special Committee," which shall have the exclusive authority of the Board to evaluate and determine the validity and amount of any Claims (as defined in the Merger Agreement) of the corporation for indemnification brought under the Merger Agreement (as defined in the corporation's Certificate of Incorporation, as amended from time to time). Such authority has been irrevocably delegated to the Special Committee and the Board may not act with respect to such matters except through the Special Committee (i.e., the exclusive authority is exclusive even as to the Board). The Special Committee shall automatically consist of the two Series B Directors (as defined in the Merger Agreement), and one other director to be selected by the Series B Directors, who shall initially be Chad Steelberg. A quorum of the Special Committee to transact any business shall consist of all three members of the Special Committee; provided however, that the two Series B Directors, acting together, shall have the sole authority to fill any vacancy on the Special Committee from time to time or to remove a director in accordance with clause (ii) below. Each member of the Special Committee shall serve on the Special Committee until (i) such member ceases to be a member of the corporation's Board of Directors or upon such member's earlier resignation from the Special Committee; or (ii) such member is removed from the Special Committee by the approval of the two Series B Directors (acting together); provided that any removal pursuant to this clause (ii) shall only be effective if no Claim Notice (as defined in the Merger Agreement) is pending at the time of such removal. For the purposes of the foregoing clause (ii), a Claim Notice shall not be deemed to be pending if a Determination Notice (as defined in the Merger Agreement) has been delivered with respect thereto. The Board of Directors may not increase or decrease the number of members of the Special Committee, or modify or otherwise limit the authority of the Special Committee as set forth above, without the consent of Required Holders (as defined herein).

(b) **Committee Formation and Powers:** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, from time to time appoint such other committees of the Board of Directors as may be permitted by law. Such committees appointed by the Board of Directors shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committee, but in no event shall any committee have the power or authority to amend these Bylaws or to approve or recommend to the stockholders any action which must be submitted to stockholders for approval under the General Corporation Law.

(c) **Term:** Each committee of the Board of Directors shall serve at the pleasure of the Board of Directors, other than the Special Committee, which shall be a standing committee of the Board of Directors and shall remain in existence until the later of (i) such date when no further Claims for indemnification by the corporation may be brought under the Merger Agreement and (ii) the Adjustment Date (as defined in the corporation's Certificate of Incorporation, as amended from time to time). Except for the Special Committee or as may be provided by the Board of Directors for any other committee of the Board of Directors, the Board of Directors may at any time increase or decrease the number of members of a committee or terminate the existence of a committee; provided that no committee shall consist of less than one member. The membership of a committee member shall terminate on the date of his death or voluntary resignation. Except as set forth in Section 3.9(a), (A) the Board of Directors may, at any time, for any reason or without reason, remove any individual committee member, (B) the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee, (C) the Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and (D) in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting of a committee and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) **Meetings:** Unless the Board of Directors shall otherwise provide, regular meetings of the Special Committee or any other committee appointed pursuant to this Section 3.9 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter; special meetings of any such committee may be held at the principal office of the corporation required to be maintained pursuant to Section 1.2 of Article I hereof, or at any place which has been designated from time to time by resolution of such committee or by written consent of all members thereof, and may be called by any director who is a member of such committee upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of written notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time after the meeting and will be waived by any director by attendance thereat. A majority of the authorized number of members of any such

committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee. Minutes of any business transacted at any meeting of a committee shall be kept and maintained in the corporation's minutes books and shall be distributed to all of the members of the Board of Directors as soon as reasonably practicable following any such meeting.

ARTICLE 4

OFFICERS

Section 4.1 Officers Designated.

The officers of the corporation shall be a President, a Secretary and a Treasurer. The Board of Directors or the President may also appoint a Chairman of the Board, one or more Vice-Presidents, assistant secretaries, assistant treasurers, and such other officers and agents with such powers and duties as it or he shall deem necessary. The order of the seniority of the Vice-Presidents shall be in the order of their nomination unless otherwise determined by the Board of Directors. The Board of Directors may assign such additional titles to one or more of the officers as they shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 4.2 Tenure and Duties of Officers.

(a) **General:** All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors. Nothing in these Bylaws shall be construed as creating any kind of contractual right to employment with the corporation.

(b) **Duties of the Chairman of the Board of Directors:** The Chairman of the Board of Directors (if there be such an officer appointed) shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(c) **Duties of President:** The President shall be the chief executive officer of the corporation and shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. The President shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time.

(d) **Duties of Vice-Presidents:** The Vice-Presidents, in the order of their seniority, may assume and perform the duties of the President in the absence or disability of the President or whenever the office of the President is vacant. The Vice-President shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) **Duties of Secretary:** The Secretary shall attend all meetings of the stockholders and of the Board of Directors and any committee thereof, and shall record all acts and proceedings thereof in the minute book of the corporation, which may be maintained in either paper or electronic form. The Secretary shall give notice, in conformity with these Bylaws, of all meetings of the stockholders and of all meetings of the Board of Directors and any Committee thereof requiring notice. The Secretary shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The President may direct any assistant secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each assistant secretary shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) **Duties of Treasurer:** The Treasurer shall be the chief financial officer of the corporation and shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner, and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct any assistant treasurer to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each assistant treasurer shall perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

ARTICLE 5

EXECUTION OF CORPORATE INSTRUMENTS, AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 5.1 Execution of Corporate Instruments.

(a) The Board of Directors may in its discretion determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation.

(b) Unless otherwise specifically approved by the Board of Directors or otherwise required by law, formal contracts of the corporation, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the corporation, and other corporate instruments or documents requiring the corporate seal, and certificates of shares of stock owned by the corporation, shall be executed, signed or endorsed by the Chairman of the Board (if there be such an officer appointed) or by the President; such documents may also be executed by any Vice-President and by the Secretary or Treasurer or any assistant secretary or assistant treasurer. All other instruments and documents requiring the corporate signature but not requiring the corporate seal may be executed as aforesaid or in such other manner as may be approved by the Board of Directors.

(c) All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

(d) Execution of any corporate instrument may be effected in such form, either manual, facsimile or electronic signature, as may be authorized by the Board of Directors.

Section 5.2 Voting of Securities Owned by Corporation.

All stock and other securities of other corporations owned or held by the corporation for itself or for other parties in any capacity shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors or, in the absence of such authorization, by the Chairman of the Board (if there be such an officer appointed), or by the President, or by any Vice-President.

ARTICLE 6

SHARES OF STOCK

Section 6.1 Form and Execution of Certificates.

The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Certificates for the shares of stock of the corporation shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the Chairman of the Board (if there be such an officer appointed), or by the President or any Vice-President and by the Treasurer or assistant treasurer or the Secretary or assistant secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 6.2 Lost Certificates.

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to indemnify the corporation in such manner as it shall require and/or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 6.3 Transfers.

Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and upon the surrender of a certificate or certificates for a like number of shares, properly endorsed.

Section 6.4 Fixing Record Dates.

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the date on which the meeting is held. A determination of stockholders of record entitled notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing or by electronic transmission without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing or by electronic transmission without a meeting, when no prior action by the Board of Directors is required by the Delaware General Corporation Law, shall be the first date on which a signed written consent or electronic transmission setting forth the action taken or proposed to be taken is

delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded; provided that any such electronic transmission shall satisfy the requirements of Section 2.11(b) and, unless the Board of Directors otherwise provides by resolution, no such consent by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing or by electronic transmission without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.5 Registered Stockholders.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE 7

OTHER SECURITIES OF THE CORPORATION

All bonds, debentures and other corporate securities of the corporation, other than stock certificates, may be signed by the Chairman of the Board (if there be such an officer appointed), or the President or any Vice-President or such other person as may be authorized by the Board of Directors and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an assistant secretary, or the Treasurer or an assistant treasurer; provided, however, that where any such bond, debenture or other corporate security shall be authenticated by the manual signature of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signature of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons

appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an assistant treasurer of the corporation, or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon has ceased to be an officer of the corporation before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE 8

CORPORATE SEAL

The corporate seal shall consist of a die bearing the name of the corporation and the state and date of its incorporation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 9

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 9.1 Right to Indemnification.

Each person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "Proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of the Proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent (hereafter an "Agent"), shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended or interpreted (but, in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the corporation to provide broader indemnification rights than were permitted prior thereto) against all expenses, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, and any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed on any Agent as a result of the actual or deemed receipt of any payments under this Article) reasonably incurred or suffered by such person in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding (hereinafter "Expenses"); *provided, however*, that except as to actions to enforce indemnification rights pursuant to Section 9.3 of this Article, the corporation shall indemnify any Agent seeking

indemnification in connection with a Proceeding (or part thereof) initiated by such person only if the Proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Article shall be a contract right.

Section 9.2 Authority to Advance Expenses.

Expenses incurred by an officer or director (acting in his capacity as such) in defending a Proceeding shall be paid by the corporation in advance of the final disposition of such Proceeding, provided, however, that if required by the Delaware General Corporation Law, as amended, such Expenses shall be advanced only upon delivery to the corporation of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article or otherwise. Expenses incurred by other Agents of the corporation (or by the directors or officers not acting in their capacity as such, including service with respect to employee benefit plans) may be advanced upon such terms and conditions as the Board of Directors deems appropriate. Any obligation to reimburse the corporation for Expense advances shall be unsecured and no interest shall be charged thereon.

Section 9.3 Right of Claimant to Bring Suit.

If a claim under Section 9.1 or Section 9.2 of this Article is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense (including attorneys' fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending a Proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct that make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. The burden of proving such a defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because he has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 9.4 Provisions Nonexclusive.

The rights conferred on any person by this Article shall not be exclusive of any other rights that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. To the extent that any provision of the Certificate, agreement, or vote of the stockholders or disinterested directors is inconsistent with these bylaws, the provision, agreement, or vote shall take precedence.

Section 9.5 Authority to Insure.

The corporation may purchase and maintain insurance to protect itself and any Agent against any Expense, whether or not the corporation would have the power to indemnify the Agent against such Expense under applicable law or the provisions of this Article.

Section 9.6 Survival of Rights.

The rights provided by this Article shall continue as to a person who has ceased to be an Agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 9.7 Settlement of Claims.

The corporation shall not be liable to indemnify any Agent under this Article for (a) any amounts paid in settlement of any action or claim effected without the corporation's written consent, which consent shall not be unreasonably withheld; or (b) any judicial award if the corporation was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action.

Section 9.8 Effect of Amendment.

Any amendment, repeal, or modification of this Article shall not adversely affect any right or protection of any Agent existing at the time of such amendment, repeal, or modification.

Section 9.9 Subrogation.

Except as otherwise provided in Sections 8(c), (d) and (e) of any written indemnification agreement dated on or about July 15, 2014 (as amended or modified from time to time in accordance with its terms) between the corporation and an Agent, in the event of payment under this Article, the corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the corporation effectively to bring suit to enforce such rights.

Section 9.10 No Duplication of Payments.

Except as otherwise provided in Sections 8(c), (d) and (e) of any written indemnification agreement dated on or about July 15, 2014 (as amended or modified from time to time in accordance with its terms) between the corporation and an Agent, the corporation shall not be liable under this Article to make any payment in connection with any claim made against the Agent to the extent the Agent has otherwise actually received full payment (under any insurance policy, agreement, vote, or otherwise) of the amounts otherwise indemnifiable hereunder.

ARTICLE 10

NOTICES

Whenever, under any provisions of these Bylaws, notice is required to be given to any stockholder, the same shall be given either (1) in writing, timely and duly deposited in the United States Mail, postage prepaid, and addressed to his last known post office address as shown by the stock record of the corporation or its transfer agent, or (2) by a means of electronic transmission that satisfies the requirements of Section 2.4(e) of these Bylaws, and has been consented to by the stockholder to whom the notice is given. Any notice required to be given to any director may be given by either of the methods hereinabove stated, except that such notice other than one which is delivered personally, shall be sent to such address or (in the case of electronic communication) such e-mail address, facsimile telephone number or other form of electronic address as such director shall have filed in writing or by electronic communication with the Secretary of the corporation, or, in the absence of such filing, to the last known post office address of such director. If no address of a stockholder or director be known, such notice may be sent to the office of the corporation required to be maintained pursuant to Section 1.2 of Article I hereof. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected, specifying the name and address or the names and addresses of the stockholder or stockholders, director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained. All notices given by mail, as above provided, shall be deemed to have been given as at the time of mailing and all notices given by means of electronic transmission shall be deemed to have been given as at the sending time recorded by the electronic transmission equipment operator transmitting the same. It shall not be necessary that the same method of giving notice be employed in respect of all directors, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others. The period or limitation of time within which any stockholder may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent him in the manner above provided, shall not be affected or extended in any manner by the failure of such a stockholder or such director to receive such notice. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation, or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the Delaware General Corporation Law, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

ARTICLE 11

AMENDMENTS

These Bylaws may be repealed, altered or amended or new Bylaws adopted by written consent of stockholders in the manner authorized by Section 2.11 of Article II, or at any meeting of the stockholders, either annual or special, by the affirmative vote of a majority of the stock entitled to vote at such meeting, unless a larger vote is required by these Bylaws or the Certificate of Incorporation. The Board of Directors shall also have the authority (subject to any limitations on Bylaw amendments in the Certificate of Incorporation) to repeal, alter or amend these Bylaws or adopt new Bylaws (including, without limitation, the amendment of any Bylaws setting forth the number of directors who shall constitute the whole Board of Directors) by unanimous written consent or at any annual, regular, or special meeting by the affirmative vote of a majority of the whole number of directors, subject to the power of the stockholders to change or repeal such Bylaws and provided that the Board of Directors shall not make or alter any Bylaws fixing the qualifications, classifications, or term of office of directors. Notwithstanding the foregoing, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by this certificate of incorporation, while the Special Committee shall be in existence, the affirmative vote of the holders of (i) at least 67% of the then outstanding shares of the corporation's Series B Preferred Stock, and (ii) at least 65% of the then outstanding shares of the corporation's Series A Preferred Stock and Series A-1 Preferred Stock, voting together as a class on an as converted to Common Stock basis (collectively, the "**Required Holders**"), shall be required to adopt, amend or repeal Section 3.9 of these Bylaws.

CERTIFICATE OF SECRETARY

The undersigned, Secretary of Veritone, Inc., a Delaware corporation, hereby certifies that the foregoing is a full, true and correct copy of the Bylaws of said corporation, with all amendments to date of this Certificate.

WITNESS the signature of the undersigned as of the date set forth below.

Date: July 15, 2014

/s/ John M. Markovich
John M. Markovich, Secretary

Exhibit 4.2

EXECUTION VERSION

INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (the "**Agreement**") is made as of July 15, 2014 among Veritone, Inc., a Delaware corporation (the "**Company**"), and certain existing stockholders of the Company and the other persons and entities listed on Exhibit A hereto (individually an "**Investor**" and collectively the "**Investors**").

RECITALS

WHEREAS, the Company and certain of the Investors are, concurrently with the execution of this Agreement, entering into a Series B Preferred Stock Purchase Agreement (the "**Purchase Agreement**") of even date herewith pursuant to which the Company is selling to such Investors and such Investors are purchasing from the Company shares of the Company's Series B Stock and such Investors desire to be a party to this Agreement.

AGREEMENT

The parties agree as follows:

1. Restrictions on Transferability; Registration Rights.

1.1 Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

"**Affiliate**" means with respect to any corporation, entity or individual: (a) a wholly-owned subsidiary or parent of, or any corporation or entity that is controlling, controlled by or under common control with, such corporation, entity or individual, (b) any affiliated venture capital fund of a Holder, and (c) any successor (by merger or otherwise) of any foregoing corporation or entity.

"**Board**" means the board of directors of the Company.

"**Common Stock**" means the Company's Common Stock, par value $0.001 per share.

"**Commission**" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any similar successor federal statute, and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the Commission.

"**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the Commission that permits incorporation of substantial information by reference to other documents filed by the Company with the Commission.

"**Form S-3 Initiating Holders**" means any Holder or Holders who in the aggregate hold not less than (i) twenty percent (20%) of the Registrable Securities then outstanding that are held by the Series B Holders; or (ii) twenty percent (20%) of the Registrable Securities then outstanding that are held by the Series A Holders, and in each case who propose to register securities, the aggregate offering price of which, net of underwriting discounts and commissions, exceeds $5,000,000.

"**Holder**" means (i) any Investor holding Registrable Securities who is a party to this Agreement and (ii) any person holding Registrable Securities to whom the rights under this Agreement have been transferred in accordance with Section 1.11 hereof.

"**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of a natural person referred to herein.

"**Initiating Holders**" means any Holder or Holders who in the aggregate hold not less than (i) thirty percent (30%) of Registrable Securities then outstanding that are held by the Series A Holders or (ii) not less than thirty percent (30%) of the Registrable Securities then outstanding that are held by the Series B Holders.

"**IPO**" means the Company's first underwritten public offering of its Common Stock to the general public that is affected pursuant to a registration statement filed with, and declared effective by, the Commission under the Securities Act.

"**Other Stockholders**" means persons other than Holders who, by virtue of agreements with the Company, are entitled to include their securities in certain registrations hereunder.

"**Preferred Stock**" means the Series A Stock and the Series B Stock.

The terms "**register**", "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"**Registrable Securities**" shall mean (i) shares of Common Stock issued or issuable upon conversion of the Shares and (ii) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for. or in replacement of the shares referenced in clause (i) above; excluding in all cases, any (A) Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 1.11, and (B) any shares for which registration rights have terminated pursuant toSection 1.15). The term "Registrable Securities" shall not include shares held by any

Holder of less than one percent (1%) of the then outstanding Common Stock of the Company if such shares are available for sale pursuant to Rule 144 without any volume limitation, except to the extent that the provisions of Section 1.14 limit the Holder's rights to sell following an offering.

"**Registrable Securities then outstanding**" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

"**Registration Expenses**" shall mean all expenses incurred by the Company in complying with Sections 1.3, 1.4 and 1.5 hereof, including, without limitation, all registration, qualification, listing and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company**,** fees and disbursements of one counsel for all of the Holders registering securities in any given registration as set forth in Section 1.9, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company), but shall not include Selling Expenses.

"**Restricted Securities**" shall mean the securities of the Company required to bear the legend set forth in Section 1.2(b) hereof.

"**Rule 144**" means Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Rule 145**" means Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"**Selling Expenses**" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, and all fees and disbursements of counsel for any Holder, other than the fees and disbursements of one counsel for all of the Holders registering securities in any given registration paid by the Company pursuant to Section 1.9.

"**Series A Holders**" shall mean the holders of the then outstanding Series A Stock (or Common Stock issued upon conversion of Series A Stock) that are included in the Registrable Securities then outstanding.

"**Series A Stock**" means the Company's Series A Preferred Stock, par value $0.001 per share, and the Company's Series A-1 Preferred Stock, par value $0.001 per share.

"**Series B Holders**" shall mean the holders of the then outstanding Series B Stock (or Common Stock issued upon conversion of Series B Stock) that are included in the Registrable Securities then outstanding.

"**Series B Stock**" means the Company's Series B Preferred Stock, par value $0.001 per share.

"**Shares**" means the Series A Stock and the Series B Stock.

1.2 Restrictions.

(a) Each Holder agrees not to sell, pledge, transfer or otherwise make any disposition of all or any portion of the Registrable Securities unless and until the transferee has agreed in writing for the benefit of the Company to be bound by this Section 1.2 and Section 1.14, to the extent such Sections are then applicable, and (i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement, or (ii) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and, if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws. Notwithstanding the foregoing, no such registration statement or opinion of counsel shall be necessary for a transfer without consideration by a Holder which is (A) a partnership to its partners or retired partners in accordance with partnership interests, (B) a limited liability company to its members or former members in accordance with their interest in the limited liability company, (C) a corporation to its shareholders in accordance with their interests in the corporation, (D) to the Holder's Immediate Family Member or trust for the benefit of an individual Holder or of the Holder's Immediate Family, or (E) the transfer of any or all of the Shares during a Holder's lifetime by gift or on such Holder's death by will or intestacy to such Holder's Immediate Family, provided that in all cases enumerated in clauses (A) – (E) that the transferee is subject to the terms of thisSection 1.2 and Section 1.14 as if such transferee were an original Holder hereunder. Each Holder consents to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 1.2.

(b) Each certificate representing Registrable Securities shall be stamped or otherwise imprinted with legends substantially in the following forms (in addition to any legend required under applicable state securities laws or the Company's charter documents):

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT

REQUIRED."

"THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN THE INVESTORS RIGHTS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY."

(c) The Company shall promptly reissue unlegended certificates at the request of any Holder thereof if the Holder shall have obtained an opinion of counsel reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be disposed of without registration, qualification, or legend.

1.3 Requested Registration.

(a) Request for Registration. If the Company shall receive from Initiating Holders a written request that the Company effect any registration or qualification under the Securities Act covering the registration of Registrable Securities which would have an aggregate offering price of not less than $5,000,000, the Company will:

(i) Within twenty (20) days of the receipt thereof, deliver written notice of the proposed registration or qualification to all other Holders; and

(ii) as soon as practicable, use its reasonable best efforts to effect such registration, qualification, or compliance (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws, and appropriate compliance with applicable regulations issued under the Securities Act and any other governmental requirements or regulations) as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request delivered to the Company within twenty (20) days after delivery of such written notice from the Company; provided, however, that the Company shall not be obligated to take any action to effect any such registration, qualification, or compliance pursuant to this Section 1.3:

(A) Prior to one hundred and eighty (180) days following the effective date of the IPO;

(B) After the Company has effected two (2) such registrations pursuant to thisSection 1.3, such registrations have been declared or ordered effective, and the securities offered pursuant to such registrations have been sold;

(C) During the period starting with the date ninety (90) days prior to the Company's estimated date of filing of, and ending on a date one hundred and eighty (180) days after the effective date of, a registration initiated by the Company; provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective and that the Company's estimate of the date of filing such registration statement is made in good faith;

(D) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification or compliance unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(E) If the Company furnishes to the Initiating Holders a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective (a "**Determination Certificate**"), then the Company's obligation to use its reasonable best efforts to register, qualify, or comply under this Section 1.3 shall be deferred for a period not to exceed ninety (90) days from the delivery of the written request from the Initiating Holders; provided, however, that the Company may not utilize this right more than twice in any twelve (12) month period. The Board's reason for the deferral of such registration shall include, but shall not be limited to, any action that would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; (iii) would adversely impact the initiation of research coverage on the Company; or (iv) render the Company unable to comply with requirements under the Securities Act or Exchange Act

(F) If the Initiating Holders propose to dispose of shares of Registrable Securities which may be immediately registered on Form S-3 pursuant to a request made under Section 1.4 hereof.

Subject to the foregoing clauses (A) through (F), the Company shall file a registration statement covering the Registrable Securities so requested to be registered as soon as practicable after receipt of the request or requests of the Initiating Holders. The registration statement filed pursuant to the request of the Initiating Holders may, subject to the provisions of Sections 1.3(c) and Section 1.13 hereof, include other securities of the Company with respect to which registration rights have been granted, and may include securities being sold for the account of the Company.

(b) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 1.3(a), the Company shall include such information in the notice delivered to the other Holders pursuant to Section 1.3(a)(i), and the right of any Holder to registration pursuant to this Section 1.3 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. A Holder may

elect to include in such underwriting all or a part of the Registrable Securities held by such Holder.

(c) Procedures. If the Company shall request inclusion in any registration pursuant to this Section 1.3 of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to this Section 1.3, the Initiating Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and may condition such offer on their acceptance of the applicable provisions of this Section 1 (including without limitation Section 1.14). The Company shall (together with all Holders or other persons proposing to distribute their securities through such underwriting) enter into and perform its obligations under an underwriting agreement in customary form with the managing underwriter selected for such underwriting by the Company (which managing underwriter shall be reasonably acceptable to at least a majority in interest of the Initiating Holders). Notwithstanding any other provision of this Section 1.3, if the managing underwriter advises the Initiating Holders in writing that marketing factors require a limitation of the number of shares to be underwritten, the number of shares to be included in the underwriting or registration shall be allocated as set forth in Section 1.13. If any person who has requested inclusion in such registration as provided above disapproves of the terms of the underwriting, such person shall be excluded therefrom by written notice delivered by the Company or the managing underwriter. Any Registrable Securities and/or other securities so excluded or withdrawn shall also be withdrawn from registration.

(d) Withdrawal of Registration. In the event that the Holders of a majority of the Registrable Securities for which registration has been requested pursuant to this Section 1.3 determine for any reason not to proceed with the registration at any time before the registration statement has been declared effective by the Commission (other than a withdrawal by the Holders based upon material adverse information relating to the Company that is different from the information known or available to the Holders requesting registration at the time of their request for registration under Section 1.3), the requested registration shall count towards the two (2) registration threshold set forth herein.

1.4 Registration on Form S-3.

(a) Qualification on Form S-3. After the IPO, the Company shall use its best efforts to qualify for registration on Form S-3 or any comparable or successor form. To that end the Company shall register (whether or not required by law to do so) its Common Stock under the Exchange Act in accordance with the provisions of the Exchange Act following the effective date of the first registration of any securities of the Company on Form S-1 or any comparable or successor form or forms.

(b) Request for Registration on Form S-3. After the Company has qualified for the use of Form S-3, if the Company shall receive from Form S-3 Initiating Holders a written request that the Company effect a registration on Form S-3, the Company will:

(i) promptly deliver written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, use its best efforts to effect such registration, qualification, or compliance (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws, and appropriate compliance with applicable regulations issued under the Securities Act and any other governmental requirements or regulations) as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request delivered to the Company within twenty (20) days after delivery of such written notice from the Company; provided, however, that the Company shall not be obligated to take any action to effect any such registration, qualification, or compliance pursuant to this Section 1.4:

(A) After the fifth anniversary of the IPO;

(B) After the Company has effected two (2) such registrations pursuant to thisSection 1.4 within the twelve month period preceding a request from the Form S-3 Initiating Holders. A registration shall not be counted as "effected" for purposes of this Section 1.4(b)(ii)(B) until such time as the applicable registration statement has been declared effective by the SEC;

(C) During the period starting with the date sixty (60) days prior to the Company's estimated date of filing of, and ending on a date one hundred and eighty (180) days after the effective date of, a registration initiated by the Company; provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to become effective and that the Company's estimate of the date of filing such registration statement is made in good faith;

(D) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(E) If the Company furnishes to the Initiating Holders a Determination Certificate, then the Company's obligation to use its best efforts to register, qualify, or comply under this Section 1.4 shall be deferred for a period not to exceed ninety (90) days from the date of delivery of the written request from the Initiating Holders; provided, however, that the Company may not utilize this right more than twice in any twelve (12) month period.

(c) Underwriting; Procedure. If a registration requested under this Section 1.4 is for an underwritten offering, the provisions ofSections 1.3(b) and 1.3(c) shall apply to such registration.

1.5 Company Registration.

(a) Notice of Registration. If the Company shall determine to register any of its securities, either for its own account or the account of a security holder or holders other

than (A) a registration pursuant to Sections 1.3 or 1.4 hereof, (B) a registration relating solely to employee benefit plans, (C) a registration relating solely to a Rule 145 transaction, or (D) a registration on any registration form that does not permit secondary sales, the Company will:

(i) promptly deliver to each Holder written notice thereof; and

(ii) use its reasonable best efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 1.5(b) below, and in any underwriting involved therein, all the Registrable Securities specified in a written request or requests made by any Holder and delivered to the Company within twenty (20) days after the written notice is delivered by the Company. Such written request may include all or a portion of a Holder's Registrable Securities.

(b) Underwriting; Procedures. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 1.5(a)(i). In such event, the right of any Holder to registration pursuant to this Section 1.5 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders distributing their securities through such underwriting) enter into and perform their obligations under an underwriting agreement in customary form with the managing underwriter selected for such underwriting by the Company. Notwithstanding any other provision of this Section 1.5, if the managing underwriter determines that marketing factors require a limitation of the number of shares to be underwritten, the managing underwriter may exclude all Registrable Securities from, or limit the number of Registrable Securities to be included in, the registration and underwriting, subject to the provisions of Section 1.13. The Company shall so advise all holders of securities requesting registration, and the number of shares of securities that are entitled to be included in the registration and underwriting shall be allocated as set forth in Section 1.13. If any person who has requested inclusion in such registration as provided above disapproves of the terms of the underwriting, such person shall be excluded therefrom by written notice delivered by the Company or the managing underwriter. Any Registrable Securities and/or other securities so excluded or withdrawn shall also be withdrawn from registration.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.5 prior to the effectiveness of such registration, whether or not any Holder has elected to include securities in such registration.

1.6 Registration Procedures. In the case of each registration, qualification, or compliance effected by the Company pursuant to this Section 1, the Company will keep each Holder advised in writing as to the initiation of each registration, qualification, and compliance and as to the completion thereof and, at its expense, the Company will use its reasonable best efforts to:

(a) Prepare and file with the Commission a registration statement with respect to such securities and use its reasonable best efforts to cause such registration statement

to become and remain effective for at least ninety (90) days or until the distribution described in the registration statement has been completed, whichever occurs first; provided, however, that (i) such ninety (90) day period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such registration at the request of an underwriter of common stock or other securities of the Company, and (ii) in the case of any registration of Registrable Securities on Form S-3 which are intended to be offered on a continuous or delayed basis, such ninety (90) day period shall be extended, if necessary, up to one hundred eighty (180) days to keep the registration statement effective until all such Registrable Securities are sold, however in no event longer than one year from the effective date of the registration statement and provided that if Rule 415, or any successor rule under the Securities Act, permits an offering on a continuous or delayed basis, and provided further that if applicable rules under the Securities Act governing the obligation to file a post-effective amendment permit, in lieu of filing a post-effective amendment which (A) includes any prospectus required by Section 10(a)(3) of the Securities Act or (B) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (A) and (B) above shall be contained in periodic reports filed pursuant to Section 13 or 15(d) of the Exchange Act in the registration statement;

(b) Furnish to the Holders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus, and such other documents as such underwriters may reasonably request in order to facilitate the public offering of such securities;

(c) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statements as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(d) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing, and at the request of any such seller, prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing;

(e) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall

not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(f) Cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(g) Provide a transfer agent and registrar for all Registrable Securities and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration; and

(h) Use its reasonable best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Section 1, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Section 1, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a letter, dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities (to the extent the then-applicable standards of professional conduct permit said letter to be addressed to the Holders).

1.7 Information by Holder. The Holder or Holders of Registrable Securities included in any registration shall furnish to the Company such information regarding such Holder or Holders, the Registrable Securities held by them, and the distribution proposed by such Holder or Holders as the Company may request in writing and as shall be required in connection with any registration, qualification, or compliance referred to in this Section 1, and the refusal to furnish such information by any Holder or Holder shall relieve the Company of its obligations in this Section 1 with respect to such Holder or Holders. Furthermore, the Company shall have no obligation with respect to any registration requested pursuant to Section 1.3 or Section 1.4 of this Agreement if, as a result of the application of the preceding sentence, the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in the definition of "Initiating Holders" or "Form S-3 Initiating Holders," whichever is applicable.

1.8 Indemnification.

(a) To the extent permitted by law, the Company will indemnify each Holder, each of its officers, directors, partners, members and stockholders, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 1, and each underwriter, if any, and each person who controls any underwriter within the meaning of

Section 15 of the Securities Act, against all expenses, claims, losses, damages, or liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular, or other document (including any related registration statement, notification, or the like), or any amendment or supplement thereto, incident to any such registration, qualification, or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated under the Securities Act applicable to the Company in connection with any such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, members and stockholders, and each person controlling such Holder, each such underwriter and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating, preparing, defending, or settling any such claim, loss, damage, liability, proceeding or action, as such expenses are incurred, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or expense arises out of or is based on any untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by such Holder, controlling person, or underwriter and stated to be specifically for use therein. It is agreed that the indemnity agreement contained in this Section 1.8 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, proceeding or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will (severally and not jointly), if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify the Company, each of its directors, officers, partners, members and stockholders, and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, and each other such Holder and Other Stockholder, each of their officers, directors, and partners, and each person controlling such Holder or Other Stockholder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages, and liabilities (or actions in respect thereof) arising out of or based on any untrue statement of a material fact contained in any such registration statement, prospectus, offering circular, or other document, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, Other Stockholders, directors, officers, partners, members and stockholders, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, proceeding or action, as such expenses are incurred, in each case to the extent, but only to the extent, that such untrue statement or omission is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein, provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions or proceedings in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and

provided that in no event shall the aggregate indemnification and contribution obligations of any Holder under this Section 1.8 exceed the gross proceeds received by such Holder in such offering, except in the case of fraud or willful misconduct by such Holder.

(c) Each party entitled to indemnification under this Section 1.8 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense; provided, however, that an Indemnified Party (together with all other Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such action; and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 1 unless the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 1.8 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any claim, loss, damage, liability, or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such claim, loss, damage, liability, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and the Indemnified party on the other in connection with the statements or omissions that resulted in such claim, loss, damage, liability, or expense, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact related to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 1.8 were based solely upon the number of entities from whom contribution was requested or by any other method of allocation which does not take account of the equitable considerations referred to above. In no event shall the aggregate indemnification and contribution obligations of any Holder under this Section 1.8 exceed the

gross proceeds received by such Holder in such offering, except in the case of fraud or willful misconduct by such Holder.

(e) The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages, and liabilities referred to above in this Section 1.8 shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim, subject to the provisions of Section 1.8(c). No person guilty of fraudulent misrepresentation (within the meaning of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(g) The obligations of the Company and Holders under this Section 1.8 shall survive the completion of any offering of Registrable Securities in a registration statement.

1.9 Expenses of Registration. All Registration Expenses, other than underwriting commissions and taxes, shall be borne by the Company, including the reasonable fees and disbursements of one special counsel for all of the Holders registering securities in any given registration; provided however, that the fees and disbursements of such special counsel for any registration pursuant to Section 1.4 shall not exceed $15,000 per registration without the Company's prior written consent. All Selling Expenses relating to securities registered on behalf of the Holders shall be borne by the holders of the registered securities included in such registration pro rata on the basis of the number of shares so registered.

1.10 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the Restricted Securities to the public without registration after such time as a public market exists for the Common Stock of the Company, the Company agrees to use its reasonable best efforts to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the effective date that the Company becomes subject to the reporting requirements of the Securities Act or the Exchange Act;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) So long as a Holder owns any Restricted Securities, to furnish to the Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of any other reporting requirements of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents of the Company and other information in the possession of or

reasonably obtainable by the Company as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

1.11 Transfer of Registration Rights. The rights to cause the Company to register securities granted to any party hereto under Section 1 may be assigned by a Holder only to a transferee or assignee of not less than fifty thousand (50,000) Registrable Securities (as appropriately adjusted for stock splits and the like), provided that the Company is given written notice at the time of or within a reasonable time after said assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are being assigned, and, provided further, that the assignee, transferee or recipient of such rights assumes in writing the obligations of such Holder under this Section 1, and agrees to be bound by the terms of this Agreement in a form reasonably satisfactory to the Company. Notwithstanding the foregoing, no such minimum share assignment requirement shall be necessary for an assignment by a Holder which is (A) a partnership to its partners or former partners in accordance with partnership interests, (B) a limited liability company to its members or former members in accordance with their interest in the limited liability company, (C) a corporation to its shareholders in accordance with their interests in the corporation, or (D) an Affiliate of a Holder, or (E) a trust for the benefit of an individual Holder or of the Holder's Immediate Family.

1.12 Limitations on Subsequent Registration Rights. From and after the date hereof, the Company shall not, without the prior written consent of Holders who in the aggregate hold more than sixty-seven percent (67%) of the Registrable Securities then outstanding that are held by the Series B Holders, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (i) to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of the Registrable Securities of the Holders that are included; or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Section 4.13.

1.13 Procedure for Underwriter Cutbacks. In any circumstance in which all of the Registrable Securities and other shares of Common Stock of the Company with registration rights (the "**Other Shares**") requested to be included in a registration on behalf of Holders or Other Stockholders cannot be so included as a result of limitations of the aggregate number of shares of Registrable Securities and Other Shares that may be so included, the number of shares of Registrable Securities and Other Shares that may be so included shall be allocated among the Holders and Other Stockholders requesting inclusion of shares pro rata based upon the total number of Registrable Securities or Other Shares held by such Holders and Other Stockholders, respectively; provided, however, that such allocation shall not operate to reduce the aggregate number of Registrable Securities or Other Shares to be included in such registration if any Holder or Other Stockholder does not request inclusion of the maximum number of shares of Registrable Securities or Other Shares allocated to such Holder or Other Stockholder pursuant to the above-described procedure, in which case the remaining portion of his allocation shall be

reallocated among those requesting Holders and Other Stockholders whose allocations did not satisfy their requests pro rata on the basis of total number of shares of Registrable Securities and Other Shares held by such Holders and Other Stockholders, and this procedure shall be repeated until all shares of Registrable Securities and Other Shares which may be included in the registration on behalf of the Holders and Other Stockholders have been so allocated. The Company shall not limit the number of shares of Registrable Securities to be included in a registration pursuant to this Agreement in order to include shares of stock issued to founders of the Company or to employees, officers, directors, or consultants pursuant to the Company's equity incentive plans, or in the case of registrations under Sections 1.3 or 1.4 hereof, in order to include in such registration securities registered for the Company's own account.

1.14 Market Stand-off Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company for its own behalf of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to the extent necessary to comply with applicable regulatory requirements, including, without limitation, the restrictions contained in Rule 2711(f)(4) of the Financial Industry Regulatory Authority, Inc. or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering. Notwithstanding anything in this Agreement to the contrary, this Section 1.14 shall only apply to the Company's IPO and for one year following the effective date of the Company's IPO. The foregoing provisions of this Section 1.14 shall (a) not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or an Immediate Family Member of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and (b) be applicable to the Holders only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock). The underwriters in connection with such registration are intended third party beneficiaries of this Section 1.14 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 1.14 or that are necessary to give further effect thereto. The obligations described in this Section 1.14 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future.

1.15 Termination of Rights. The rights of any particular Holder to cause the Company to register securities under Sections 1.3, 1.4 and 1.5 shall terminate with respect to such Holder on the fifth (5th) anniversary of the effective date of the Company's IPO.

2. Secondary Offering with Future Financings. Holders of Series B Stock holding at least one-third (1/3) of the Series B Stock sold pursuant to the Purchase Agreement shall have the right to request that all or a portion of their Series B Stock (for purposes of this Section 2, the "**Secondary Shares**") be included in the offering of securities in any future private, equity financing by the Company, above the capital requirements for the Company with respect to such financing; provided that: (i) the Company will only have an obligation to use its commercially reasonable efforts, which shall not include the payment by the Company of any fee or the provision of any discount to effect the sale of such Secondary Shares; (ii) that the Secondary Shares will not be subject to the Company Consent Right or the Company Right of First Refusal (as such rights are provided for in that certain Right of First Refusal, Offer and Co-Sale Agreement being entered into between the Company and certain of the holders of Series B Stock, as amended from time to time (the "**ROFR Agreement**")) or such right of first refusal in favor of the stockholders of the Company in the ROFR Agreement to the extent that the Company does not exercise the Company Right of First Refusal in whole or in part; and (iii) such request shall not be made more than once, provided that all Secondary Shares requested to be sold are actually sold at the time of the first request. The parties further acknowledge that the Company may use its judgment on the timing of requesting such new investor to acquire the Secondary Shares, and this Section is not a guarantee that the sale of such Secondary Shares will be consummated if the Purchaser declines to purchase such Secondary Shares.

3. Affirmative Covenants of the Company. The Company hereby covenants and agrees, so long as any Investor holds (i) five percent (5%) of the Series B Stock issued pursuant to the Purchase Agreement (or Common Stock issued upon conversion of the Series B Stock or a combination of such converted Common Stock and Series B Stock), or (ii) two percent (2%) of the then outstanding capital stock of the Company (on an as converted to Common Stock basis) (in each case, a "**Qualifying Investor**"), as follows:

3.1 Financial Information. The Company will furnish to Qualifying Investors the following reports:

(a) As soon as practicable after the end of each fiscal year, and in any event within 180 days thereafter, audited consolidated balance sheets of the Company and its subsidiaries, if any, as of the end of such fiscal year, and audited consolidated statements of income and cash flows of the Company and its subsidiaries, if any, for such year, prepared in accordance with generally accepted accounting principles consistently applied and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and audited and certified by independent public accountants of national standing;

(b) As soon as practicable, but in any event within 45 days after the end of each of calendar quarter of each fiscal year of the Company, unaudited consolidated balance sheets of the Company and its subsidiaries, if any, as of the end of such quarterly period, and unaudited consolidated statements of income and cash flows of the Company and its subsidiaries, if any, for such quarterly period, prepared in accordance with generally accepted

accounting principles consistently applied and setting forth in each case in comparative form the figures for the corresponding quarterly periods of the previous fiscal year, subject to changes resulting from normal year-end audit adjustments, all in reasonable detail, and a summary of how the Company's year-to-date figures compare to the most recent Board approved budget (including a brief explanation of any material variances), except such financial statements need not contain the notes required by generally accepted accounting principles;

(c) As soon as practicable, but in any event within forty-five (45) days after the end of each calendar quarter of each fiscal year of the Company, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit the Qualifying Investors to calculate their respective percentage equity ownership in the Company, and certified by the chief financial officer or chief executive officer of the Company as being true and correct;

(d) As soon as practicable after the discovery of any material adverse event, and in any event within ten (10) business days after such discovery, a written statement outlining such material adverse event and the Company's proposed response. For purposes hereof, "material adverse event" means any event or condition that is materially adverse to the business, operations, properties (including intangible properties), financial condition, results of operations, assets and liabilities of the Company and its subsidiaries, taken as a whole.

3.2 Operating Plan and Budget. As soon as practicable upon approval or adoption by the Board, but in any event at least 30 days prior to the end of each fiscal year, the Company will furnish to Qualifying Investors the Company's monthly budget and operating plan (including projected income statements, cash flows and balance sheets on a monthly basis for the ensuing fiscal year, together with underlying assumptions and a brief qualitative description of the Company's plan in support of that budget) for the ensuing fiscal year.

3.3 Company Confidential Information. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general other than as a result of a breach of this Section 3.3 by or on behalf of such Investor or its Affiliate (including any disclosure by an Affiliate that would have been a breach of this Agreement if such Affiliate had been a party to this Agreement), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees

to be bound by the provisions of this Section 3.3; (iii) to any existing or prospective Affiliate, partner, member, management company, or stockholder of an Investor or of any investment vehicle advised or managed by the management company (or an Affiliate thereof) of such Investor (or any employee, legal counsel, accountant, or other representative of any of the foregoing), in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, provided that the Investor promptly notifies the Company of such disclosure, and such Investor only discloses any confidential information to the extent so required by law, and provides reasonable cooperation with the Company in any request or proceedings by the Company to prevent disclosure of such information.

3.4 Termination of Covenants. The covenants set forth in thisSection 3 shall terminate and be of no further force or effect after the date on which the Company is required to file reports with the Commission pursuant to Section 13 or 15(d) of the Exchange Act.

4. Miscellaneous.

4.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California, regardless of any laws that might otherwise govern under applicable principles of conflicts of law.

4.2 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided by this Agreement.

4.3 Entire Agreement. This Agreement, the Purchase Agreement and the other documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Subject to the provisions of Section 4.10 below, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought, unless otherwise provided.

4.4 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, return receipt requested, or otherwise delivered by hand or by messenger, addressed (a) if to an Investor, addressed to such Investor as set forth on Exhibit A, or at such other address, facsimile number or email as such Investor shall have furnished to the Company in writing in accordance with this Section, or (b) if to any other holder of any Shares, at such address as such holder shall have furnished the Company in writing, or, until any such holder so furnishes an address to the Company, then to the address of the last holder of such Shares who has so furnished an address in writing to the Company, or (c) if to the Company, at its address set forth on the signature page of this Agreement addressed to the attention of the Corporate Secretary, or at such other address

as the Company shall have furnished in writing to the Investors in accordance with this Section. Unless specifically stated otherwise, if notice is provided by mail, it shall be deemed to be delivered upon proper deposit in a mailbox, and if notice is delivered by hand or by messenger, it shall be deemed to be delivered upon actual delivery.

4.5 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any Investor upon any breach or default of the Company under this Agreement shall impair any such right, power, or remedy of such party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4.6 Dispute Resolution Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

4.7 Counterparts. This Agreement may be executed in any number of counterparts and signatures may be delivered by facsimile, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

4.8 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms.

4.9 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.10 Amendment and Waiver. Any provision of this Agreement may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company, and any individual Investor or group of Investors holding, in the aggregate, (i) least 65% of the outstanding Series A Stock, voting together as a class (on an as converted to Common Stock basis); and (ii) at least 67% of the outstanding Series B Preferred Stock. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Investor and the Company. In addition, the Company may waive performance of any obligation owing to it, as to some or all of the Investors, or agree to accept alternatives to such performance, without obtaining the consent of any Investor.

4.11 Rights of Investors. Each party to this Agreement shall have the absolute right to exercise or refrain from exercising any right or rights that such party may have by reason of this Agreement, including, without limitation, the right to consent to the waiver or modification of any obligation under this Agreement, and such party shall not incur any liability to any other party or other holder of any securities of the Company as a result of exercising or refraining from exercising any such right or rights.

4.12 Aggregation of Stock. All shares of Preferred Stock and Common Stock of the Company held or acquired by affiliated entities or persons shall be aggregated for the purpose of determining the availability of any rights under this Agreement.

4.13 Additional Investors. In the event the Company issues additional shares of its Series B Preferred Stock pursuant to the Purchase Agreement, any purchaser of such shares of such Series B Preferred Stock, who is not already a party to this Agreement, shall become a party to this Agreement and shall be deemed to be an "Investor" hereunder upon executing and delivering a counterpart signature page to this Agreement or a joinder thereto. Exhibit A hereto may be updated from time to time unilaterally by the Company after the date hereof to reflect any such subsequent Investors.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

VERITONE, INC.

By: /s/ Chad Steelberg
Chad Steelberg
President and CEO

INVESTORS:

CHECKETTS PARTNERS INVESTMENT FUND, LP

By: Checketts Partners Investment GP, LLC
its General Partner

By: /s/ James M. Abry
Name: James M. Abry
Title: Member / CFO

125 MEDIA HOLDINGS, LLC

By: /s/ Brian J. Higgins
Brian J. Higgins, Manager

730 MEDIA HOLDINGS, LLC

By: /s/ O. Francis Biondi, Jr.
O. Francis Biondi, Jr., Manager

RADIO DIAL, LLC

By: /s/ Richard Dallas
Richard Dallas, Manager

AD PEPPER MEDIA INTERNATIONAL N.V.

By: /s/ Jens Koerner
Name: Jens Koerner
Title: CFO

BANTA INVESTMENT PARTNERS, LLC

By: /s/ Stephen Banta
Name: Stephen Banta
Title: Manager

FULCRUM VENTURE CAPITAL III, LLC

By: /s/ Stephen Banta
Name: Stephen Banta
Title: Manager

ICE TRUST

By: /s/ Chris R. Erwin
Name: Chris R. Erwin
Title: Trustee

RIMLIGHT, LLC

By: /s/ Christopher Oates
Christopher Oates
Managing Director

WOODLAND COMPANY, LLC

By: /s/ R.J. LaPointe
Name: R.J. LaPointe
Title: Manager

ASCEND VENTURES II, L.P.

By:
Name: Darryl E.
Title: Managing Partner

BRAND AFFINITY TECHNOLOGIES, INC.

By: /s/ Ryan Steelberg
Ryan Steelberg
President and Chief Executive Officer

NEWPORT COAST INVESTMENTS, LLC

By: Ryan Scott Steelberg, Trustee of the
RSS Living Trust dated April 6, 2012
Its: Member

By: /s/ Ryan Steelberg
Ryan Scott Steelberg, Trustee

STEEL HOLDINGS, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

MIRAMAR VENTURE PARTNERS II, LP

By: Miramar Venture Associates II, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett
Managing Member

[SIGNATURE PAGE TO THE INVESTOR RIGHTS AGREEMENT]

MIRAMAR DIGITAL VENTURES, L.P.

By: Miramar Digital Associates, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett
Managing Member

[SIGNATURE PAGE TO THE INVESTOR RIGHTS AGREEMENT]

VIF I, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

[SIGNATURE PAGE TO THE INVESTOR RIGHTS AGREEMENT]

EXHIBIT A

Schedule of Investors

Newport Coast Investments, LLC
514 30th Street
Newport Beach, CA 92663
Attn: Chad Steelberg
Facsimile: (949) 242-7985
E-mail: chad@steelberg.com

Ascend Ventures II, L.P.
1500 Broadway, 14th Floor
New York, NY 10036
Attn: Darryl Wash
Facsimile: _____
Email: dwash@ascendventures.com

ad pepper media International N.V.
Frankenstraße 150C
FrankenCampus
D-90461 Nürnberg
Germany
Attn: Dr. Jens Koerner
Facsimile: +49 (0) 911 / 929057 – 157
Email: jkoerner@adpepper.com

Banta Investment Partners, LLC
517 30th Street
Newport Beach, CA 92663
Attn: Stephen M. Banta
Facsimile: (949) 673-9955
E-mail: stephen@bantaassetmanagement.com

Fulcrum Venture Capital III, LLC
517 30th Street
Newport Beach, CA 92663
Attn: Stephen M. Banta
Facsimile: (949) 673-9955
E-mail: stephen@bantaassetmanagement.com

ICE Trust
c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, CA 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
E-mail: cerwin@erwinlegalpc.com

Miramar Venture Partners II, LP
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Bruce Hallett
Facsimile: (949) 760-4451
Email: bhallett@mirarmarvp.com

RimLight, LLC
736 Western Avenue, Suite 325
Lake Forest, IL 60045
Attn: Christopher (CJ) Oates
Facsimile: (847) 234-5112
Email: cjoates@rimlightllc.com

Woodland Company, LLC
804 Woodland
Birmingham, MI 48009
Attn: Jim LaPointe
Facsimile: _____
E-mail: jlapointe@hlgllc.com

Brand Affinity Technologies, Inc.
101 Academy, Suite 110
Irvine, CA 92617
Attn: Ryan Steelberg
Facsimile: 949-242-7985
Email: ryan@steelberg.com

Checketts Partners Investment Fund, LP
c/o Checketts Partners Investment Management, LLC
805 Third Avenue – 31st Floor
New York, NY 10022
Attn: James Abry
Facsimile: (888) 583-9477
Email: Jabry@cpif.com

with a copy to
(but which shall not constitute notice):

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, NY 10020-1104
Attn: Sidney Burke
Facsimile: (212) 335-4501
Email: sidney.burke@dlapiper.com

125 Media Holdings, LLC
c/o King Street Capital Management LP
65 East 55th Street, 30th Floor
New York, NY 10022
Attn: Brian J. Higgins, Manager
Facsimile: (646) 289-7699
Email: familyoffice@kingstreet.com

Steel Holdings, LLC
c/o Erwin Legal PC 47 Discovery, Suite 160
Irvine, California 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: chad@steelberg.com

Miramar Digital Partners, L.P.
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Bruce Hallett
Facsimile: (949) 760-4451
Email: bhallett@mirarmarvp.com

Radio Dial, LLC
c/o Gulf Capital Pvt. JSC Al Sila Tower, 25th Floor
Sowwah Square
Al Maryah Island
P.O. Box 27522
Abu Dhabi, United Arab Emirates
Attn: Richard Dallas, Manager
Facsimile: _____
Email: rdallas@gulfcapital.com

with a copy to
(but which shall not constitute notice):

Vedder Price, PC
222 North LaSalle Street
Chicago, IL 60601
Attn: Guy Snyder
Email: gsnyder@vedderprice.com

730 Media Holdings, LLC
c/o King Street Capital Management LP
65 East 55th Street, 30th Floor
New York, NY 10022 Attn: O. Francis Biondi, Jr., Manager
Facsimile: (646) 289-7699
Email: familyoffice@kingstreet.com

Miramar Venture Partners II, LP
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Bruce Hallett
Facsimile: (949) 760-4451
Email: bhallett@mirarmarvp.com

VIF I, LLC
c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, CA 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: chad@steelberg.com

AMENDMENT NO. 1
TO
INVESTOR RIGHTS AGREEMENT

This Amendment No. 1 to Investor Rights Agreement (this "**Amendment**") is made as of August 15, 2016, among Veritone, Inc., a Delaware corporation (the "**Company**") and certain of the Company's stockholders, including those who are listed on the signature pages hereto.

RECITALS

WHEREAS, the Company and certain of its stockholders entered into that certain Investor Rights Agreement dated July 15, 2014, as amended (the "**IRA**");

WHEREAS, Acacia Research Corporation ("**Acacia**") is concurrently entering into an Investment Agreement (the "**Investment Agreement**"), pursuant to which Acacia has agreed to invest up to $50 million in the Company, which includes a secured loan of up to $20 million. The Investment Agreement requires as a closing condition that the Company and Stockholders holding at least 65% of the outstanding Series A Preferred Stock and 67% of the Series B Preferred Stock enter into this Amendment to amend the IRA and clarify the obligations of the parties to the IRA as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term and Application of Amendment. The amendments contained in Section 3 of this Amendment shall be effective and binding upon all of the parties to the IRA commencing on the date hereof and continuing until the earlier of the following events (the "**Term**"): (a) a Qualified Public Offering (as defined below); or (b) August 15, 2018, and such amendments shall terminate and shall no longer be in effect as of 5 pm Pacific time on the last day of the Term. The amendments contained in Section 2 of this Amendment shall be effective and binding upon all of the parties to the IRA commencing on the date hereof and shall not terminate at the end of the Term but shall continue to be in full force and effect thereafter, until amended in accordance with the IRA.

2. Continuing Amendments to IRA. The term "Series A Stock" in Section 1.1 shall be amended and restated in full as follows:

"**Series A Stock**" shall mean the Series A Preferred Stock, par value, $0.001 per share.

3. Term Amendments to IRA. The following amendments are being entered into in consideration for Acacia's agreement to loan capital to the Company pursuant to the Note

3.1 The term "IPO" in Section 1.1 shall be amended and restated in full as follows:

"**IPO**" shall mean shall mean (a) an initial public offering of the Company's Common Stock pursuant to a Registration Statement; (b) an offering of the Common Stock, relying on Regulation A under the Securities Act for exemption from the registration requirements of Section 5 thereof (a "**Regulation A Offering**"); (c) a distribution of equity securities of the Company or its successor in connection with a Registration Statement; or (d) the issuance of equity securities in exchange for the Company's equity securities in connection with the Company's merger or reverse merger with another corporation, company, partnership, limited partnership, limited liability company or any other entity, provided that, in the case of clauses (a)–(d), results in the Common Stock or equity securities, as the case may be, being held by at least three hundred (300) round lot stockholders and the Common Stock or equity securities, as the case may be, shall be approved for listing on the Nasdaq Capital Market or a nationally recognized U.S. securities exchange, and provided further that, in the case of clauses (a) and (b), results in gross proceeds to the Company of at least Fifteen Million Dollars ($15,000,000). In addition, a "**Registration Statement**" shall mean an offering circular or registration statement on Form S-1, Form 1-A, Form S-4, or another applicable form of offering circular or registration statement approved by the SEC for the nature of the IPO undertaken by the Company.

3.2 Section 1.12 of the IRA shall be amended and restated in full as follows:

"1.12 Limitations on Subsequent Registration Rights. From and after the date hereof, the Company shall not, without the prior written consent of holders who in the aggregate hold more a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (i) to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of the Registrable Securities of the Holders that are included; or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Section 4.13.

3.3 Section 1.14 of the IRA shall be amended and restated in full as follows:

1.14 Market Stand-off Agreement.

(a) If the IPO is pursuant to a Registration Statement of the Company's Common Stock (or the Common Stock of the Company's successor) on Form S-1 or Form S-4, then the following shall apply: Each Holder hereby agrees that it will not, without the prior written consent of the Company (or in the

case of an underwritten offering, the managing underwriter), during the period commencing on the date of the final prospectus contained in the Registration Statement relating the IPO, and ending on the date specified by the Company (or the managing underwriter in the event of an underwritten offering), which period shall not exceed one hundred eighty (180) days, or such longer period as may be requested by the Company or an underwriter to the extent necessary to comply with applicable regulatory requirements, including, without limitation, the restrictions contained in Rule 2711(f)(4) of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock of the Company or its successor or any securities convertible into or exercisable or exchangeable (directly or indirectly) for shares of Common Stock of the Company or its successor held immediately before the effective date of the Registration Statement for such offering.

(b) If the IPO is pursuant to a Regulation A Offering or a distribution in connection with a Form 10, then the following shall apply: Each Holder hereby agrees that it will not, without the prior written consent of the Company (or if pursuant to an underwritten offering, the managing underwriter), during the period commencing on the date of the offering circular relating to the Regulation A Offering or the date of the Form 10 relating to the distribution of shares of the Company's Common Stock or any other equity securities, and ending on the date specified by the Company and the managing underwriter, if any (such period not to exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to the extent necessary to comply with applicable regulatory requirements, including, without limitation, the restrictions contained in **FINRA** or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock (or the Common Stock of the successor to the Company) or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (or such successor's Common Stock) held immediately before the date of such offering circular or Form 10.

(c) Notwithstanding anything in this Agreement to the contrary, this Section 1.14 shall only apply to the Company's IPO and for one year following the completion of the Company's IPO. The foregoing provisions of this Section 1.14 shall (i) not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or an Immediate Family Member of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and (ii) be applicable to the Holders only if all

officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock). The underwriters, if any, in connection with any such IPO are intended third party beneficiaries of this Section 1.14 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with any underwritten offering that are consistent with this Section 1.14 or that are necessary to give further effect thereto. The obligations described in this Section 1.14 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future,.

3.4 Section 2 of the IRA shall be deleted in its entirety.

3.5 Section 4.10 of the IRA shall be amended and restated in full as follows:

"4.10 Amendment and Waiver. Any provision of this Agreement may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and Investors holding a majority of the outstanding Registrable Securities, voting together as a class on an as converted to Common Stock basis. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Investor and the Company. In addition, the Company may waive performance of any obligation owing to it, as to some or all of the Investors, or agree to accept alternatives to such performance, without obtaining the consent of any Investor. Notwithstanding the foregoing, no such amendment may, without the consent of the holders of a majority of the Registrable Securities then held by of the Series B Holders, voting together as a class on an as converted Common Stock basis, adversely affect the rights of the Series B Holders in a manner that is different from the Series A Holders."

3.6 The Investors agree that any registration rights granted to them pursuant to Sections 1.3 or 1.5 of the IRA shall be subject to the consent rights of Acacia Research Corporation as set forth in the last two sentences of Section 5.3(c) of the Investment Agreement (as in effect on the date hereof), which consent shall not be unreasonably withheld, conditioned, or delayed; provided that to the extent that any such consent is granted by Acacia, it shall apply pro rata to all holders of Registrable Securities on an as converted to Common Stock basis.

4. Effect of Amendments. Except as specifically amended by this Amendment, the IRA shall remain unmodified and in full force and effect, and the IRA shall be read together and construed in accordance with the terms of this Amendment.

5. Miscellaneous.

5.1 Governing Law. This Amendment shall be governed in all respects by the laws of the State of Delaware without regard to choice of laws or conflict of laws provisions thereof.

5.2 Entire Agreement. This Amendment and the IRA constitute the full and entire understanding and agreement among the parties to this Amendment with regard to the subject matter hereof and thereof.

5.3 Severability. If any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amendment and the balance of this Amendment shall be enforceable in accordance with its terms.

5.4 Titles and Subtitles. The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

5.5 Amendment and Waiver. Any provision of this Amendment (or the sections of the IRA so amended by this Amendment) may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the following: (a) the Company, (b) the holders of a majority of the outstanding Registrable Securities held by the Investors, voting together as a class on an as converted Common Stock basis, and (c) the holders of a majority of the outstanding Registrable Securities held by the Series B Holders, voting together as a class on an as converted to Common Stock basis. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Investor and the Company. The foregoing shall not limit or otherwise affect any Investor's right to waive any of such Investor's rights hereunder with respect to itself without obtaining the consent of any other Investor or party hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

VERITONE, INC.

By: /s/ Chad Steelberg
Chad Steelberg, President and CEO

STOCKHOLDERS:

ACACIA RESEARCH CORPORATION

By: /s/ Clayton J. Hayes
Name: Clayton J. Hayes
Title: CFO

CHECKETTS PARTNERS INVESTMENT FUND, LP

By: Checketts Partners Investment GP, LLC
its General Partner

By: /s/ Nathaniel Checketts
Name: Nathaniel Checketts
Title: Partner

125 MEDIA HOLDINGS, LLC

By: /s/ Liza Garber
Liza Garber, Authorized Signatory

730 MEDIA HOLDINGS, LLC

By: /s/ Liza Garber
Liza Garber, Authorized Signatory

RADIO DIAL, LLC

By: /s/ Richard Dallas
Richard Dallas, Manager

NEWPORT COAST INVESTMENTS, LLC

By: Chad Steelberg, Trustee of the C & CS Family Trust dated September 7, 2012
Its: Member

By: /s/ Chad Steelberg
Chad Steelberg, Trustee

STEEL HOLDINGS, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

VIF I, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

BV16, LLC
By: NCI Investments, LLC
Its: Manager

By: /s/ Chad Steelberg
Chad Steelberg, Manager

ASCEND VENTURES II, L.P.

By: Ascend Ventures Group, LLC
Its: General Partner

By: /s/ Darryl E. Wash
Name: Darryl E. Wash
Title: Managing Partner

BANTA INVESTMENT PARTNERS, LLC

By: /s/ Stephen Banta
Name: Stephen Banta
Title: Manager

FULCRUM VENTURE CAPITAL III, LLC

By: /s/ Stephen Banta
Name: Stephen Banta
Title: Manager

ICE TRUST

By: /s/ Chris R. Erwin
Name: Chris R. Erwin
Title: Trustee

RIMLIGHT, LLC

By: /s/ Christopher J. Oates
Christopher Oates
Managing Director

WOODLAND COMPANY, LLC

By: /s/ R. J. LaPointe
Name: R. J. LaPointe
Title: Manager

MIRAMAR VENTURE PARTNERS II, LP

By: Miramar Venture Associates II, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett
Managing Member

MIRAMAR DIGITAL
VENTURES PARTNERS II, LP

By: Miramar Digital Associates, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett
Managing Member

EXHIBIT A

Schedule of Stockholders

Newport Coast Investments, LLC
514 30th Street
Newport Beach, CA 92663
Attn: Chad Steelberg
Facsimile: (949) 242-7985
Email: chad@steelberg.com

Acadia Research Corporation
500 Newport Center Drive, 12th Floor
Newport Beach, CA 92660
Attn: Edward J. Treska, General Counsel
Facsimile: 949-480-8391
Email: ETreska@acaciares.com

Ascend Ventures II, L.P.
1500 Broadway, 14th Floor
New York, NY 10036
Attn: Darryl Wash
Facsimile: _____
Email: dwash@ascendventures.com

Fulcrum Venture Capital III, LLC
517 30th Street
Newport Beach, CA 92663
Attn: Stephen M. Banta
Facsimile: (949) 673-9955
Email:

Banta Investment Partners, LLC
517 30th Street
Newport Beach, CA 92663
Attn: Stephen M. Banta
Facsimile: (949) 673-9955
Email: stephen@bantaassetmanagement.com

ICE Trust
c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, CA 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: cerwin@erwinlegalpc.com

Miramar Venture Partners II, LP
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Bruce Hallett
Facsimile: (949) 760-4451
Email: bhallett@mirarmarvp.com

RimLight, LLC
736 Western Avenue, Suite 325
Lake Forest, IL 60045
Attn: Christopher (CJ) Oates
Facsimile: (847) 234-5112
Email: cjoates@rimlightllc.com

Woodland Company, LLC
804 Woodland
Birmingham, MI 48009
Attn: Jim LaPointe
Facsimile: _____
Email: jlapointe@hlgllc.com

Checketts Partners Investment Fund, LP
c/o Checketts Partners Investment Management, LLC
805 Third Avenue – 31st Floor
New York, NY 10022
Attn: James Abry
Facsimile: (888) 583-9477
Email: Jabry@cpif.com

with a copy to
(but which shall not constitute notice):

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, NY 10020-1104
Attn: Sidney Burke
Facsimile: (212) 335-4501
Email: sidney.burke@dlapiper.com

125 Media Holdings, LLC
c/o King Street Capital Management LP
65 East 55th Street, 30th Floor
New York, NY 10022
Attn: Brian J. Higgins, Manager
Facsimile: (646) 289-7699
Email: familyoffice@kingstreet.com

Steel Holdings, LLC
c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, California 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: chad@steelberg.com

VIF I, LLC
c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, California 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: chad@steelberg.com

Radio Dial, LLC
c/o Gulf Capital Pvt. JSC Al Sila Tower, 25th Floor
Sowwah Square, Al Maryah Island
P.O. Box 27522
Abu Dhabi, United Arab Emirates
Attn: Richard Dallas, Manager
Facsimile: _____
Email: rdallas@gulfcapital.com

with a copy to
(but which shall not constitute notice):

Vender Price, PC
222 North LaSalle Street
Chicago, IL 60601
Attn: Guy Snyder
Email: gsnyder@vedderprice.com

730 Media Holdings, LLC
c/o King Street Capital Management LP
65 East 55th Street, 30th Floor
New York, NY 10022
Attn: O. Francis Biondi, Jr., Manager
Facsimile: (646) 289-7699
Email: familyoffice@kingstreet.com

Miramar Digital Ventures, L.P.
2101 E. Coast Highway, Third Floor
Corona del Mar, CA 92625
Attn: Bruce Hallett
Facsimile: (949) 760-4451
Email: bhallett@mirarmarvp.com

BV16, LLC c/o Erwin Legal PC
47 Discovery, Suite 160
Irvine, California 92618
Attn: Christopher R. Erwin
Facsimile: (949) 429-2461
Email: chad@steelberg.com

Exhibit 4.3

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of August 15, 2016 (this "*Agreement*"), is entered into by and among Acacia Research Corporation, a Delaware corporation ("*Acacia*"), Veritone, Inc., a Delaware corporation (the "*Company*"), and each of the persons listed on Exhibit A (each, a "*Holder*" and, collectively, the "*Holders*").

WHEREAS, that certain Voting Agreement, dated July 15, 2014, as amended, by and between the Company and certain of its stockholders, is in effect as of the date of this Agreement and shall remain in full force and effect until the Effective Date;

WHEREAS, at or prior to the Effective Date hereof, Acacia has exercised in full that certain Primary Warrant (as defined below) in respect of shares of common stock, par value $0.001 per share, of the Company (the "*Common Stock*"), pursuant to the terms and subject to the conditions of the Primary Warrant and, if applicable, that certain Investment Agreement, dated [●], 2016 (the "*Investment Agreement*");

WHEREAS, the Company intends to consummate a Public Offering;

WHEREAS, each Holder is the beneficial and record owner of the shares of capital stock of the Company set forth opposite such Holder's name on Exhibit A; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company's capital stock held by them will be voted in connection with certain matters.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Investment Agreement. The following capitalized terms used herein shall have the meanings set forth below.

"*10% Warrant*" means that certain common stock purchase warrant attached as Exhibit A to the Primary Warrant, to be issued by the Company to Acacia substantially in such form and on the terms and subject to the conditions set forth in the Primary Warrant, relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act.

"*Acacia*" shall have the meaning set forth in the Preamble.

"*Acacia Board Observers"* shall have the meaning set forth in Section 4.1.

"*Acacia Designees*" shall have the meaning set forth in Section 2.1(b).

"*Affiliate*" means, when used with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.

"*Agreement*" shall have the meaning set forth in the Preamble.

"*Board*" shall have the meaning set forth in the Recitals.

"*Board Observers*" shall have the meaning set forth in Section 4.1.

"Common Stock" means shares of common stock, par value $0.001 per share, of the Company.

"*Company*" shall have the meaning set forth in the Preamble.

"*Control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise, and "*Controlled*" and "*Controls*" have the correlative meanings.

"*Effective Date*" means the date of consummation of the Company's Public Offering.

"*Fundamental Transaction*" means the consummation of any transaction, or a series of related transactions, in which the Company, directly or indirectly, (a) consummates a stock sale to, or effects any merger, consolidation or other business combination (including a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (a), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Company, or (b) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets. For purposes of this definition of "Fundamental Transaction", "outstanding shares of capital stock of the Company" means, as of a given date, the sum of the number of shares of capital stock of the Company (excluding treasury shares, if any) outstanding.

"*Holder Board Observers*" shall have the meaning set forth in Section 4.1.

"*Holder Designees*" shall have the meaning set forth in Section 2.1(c).

"*Holders*" shall have the meaning set forth in the Preamble.

"Investment Agreement" shall have the meaning set forth in the Recitals.

"*Person*" means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company or other entity.

"*Primary Warrant*" means that certain primary common stock purchase warrant in respect of shares of Common Stock, dated as of August 15, 2016 and issued by the Company to Acacia, relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act.

"*Public Offering*" means (a) an initial public offering of the Company's Common Stock pursuant to a Registration Statement; (b) an offering of the Common Stock, relying on Regulation A under the Securities Act for exemption from the registration requirements of Section 5 thereof; (c) a distribution of equity securities of the Company or its successor in connection with a Registration Statement; or (d) the issuance of equity securities in exchange for the Company's equity securities in connection with the Company's merger or reverse merger with another corporation, company, partnership, limited partnership, limited liability company or any other entity, provided that, in the case of clauses (a)-(d), such offering, distribution or issuance results in the Common Stock or equity securities, as the case may be, being held by at least three hundred (300) round lot stockholders and the Common Stock or equity securities, as the case may be, shall be approved for listing or quotation on a national securities exchange or quotation service in the United States, and provided further that, in the case of clauses (a) and (b), such offering, distribution or issuance results in gross proceeds to the Company of at least Fifteen Million Dollars ($15,000,000).

"*Public Trading Market*" shall mean the Nasdaq Capital Market or any other U.S. national securities exchange.

"*Registration Statement*" shall mean an offering circular or registration statement on Form S-1, Form 1-A, Form S-4, or another applicable form of offering circular or registration statement approved by the Securities and Exchange Commission for the nature of the Public Offering undertaken by the Company.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Voting Securities*" means any securities of the Company entitled to vote in the election of directors of the Company.

ARTICLE II
BOARD COMPOSITION/VOTING

Section 2.1 *Board Size and Composition.*

(a) As of the Effective Date, the Board shall have nine (9) authorized directors.

(b) Subject to applicable law and to the terms and conditions set forth herein and in the Company's certificate of incorporation and bylaws, as in effect immediately prior to the effectiveness of this Agreement, from the Effective Date until the twenty-four (24)-month anniversary of such date, Acacia will have the right to nominate three (3) directors (the "*Acacia Designees*") to the Board.

(c) Subject to applicable law and to the terms and conditions set forth herein and in the Company's certificate of incorporation and bylaws, as in effect immediately prior to the Effective Date, from the Effective Date until the twenty-four (24)-month anniversary of such date, the Holders, voting as a group, will have the right to nominate six (6) directors (the "*Holder Designees*") to the Board.

Section 2.2 *Agreement to Vote.*

(a) From the Effective Date until the twenty-four (24)-month anniversary of such date, Acacia and each Holder, at any meeting of the stockholders of the Company held for the election of directors, shall vote all of its Voting Securities (now owned or hereafter acquired or controlled by it or him, whether by purchase, conversion of other securities, exercise of rights, warrants or options, stock dividends or otherwise), and shall take all other necessary or desirable actions within its or his control (whether in its or his capacity as a stockholder or otherwise, and including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), to maintain the number of members of the Board as nine (9) directors, and to elect to the Board such Acacia Designees, if any, and such Holder Designees, if any, as Acacia and the Holders, voting as a group, respectively, are then entitled to nominate pursuant to Section 2.1.

(b) The Company shall include in its proxy statement relating to the election of directors to its Board at any annual or special meeting of the stockholders of the Company held for such purpose, and shall take all such other reasonably necessary and desirable actions within its control to support for election to the Board, each of the persons designated pursuant to Section 2.1.

Section 2.3 *Removal.* From the Effective Date until the twenty-four (24)-month anniversary of such date, neither Acacia nor any Holder shall vote their Voting Securities to remove any member of the Board designated in accordance with the foregoing provisions of this Article II, other than for cause, unless the Person or group of Persons entitled to nominate or approve such director (if any) votes for or otherwise consents to such removal, and, if the Person or group of Persons so entitled to nominate or approve (if any) votes for or otherwise consents to such removal, then Acacia and all Holders shall vote likewise.

Section 2.4 *Vacancies*. In the event that, for any reason, any director ceases to serve as a member of the Board before the expiration of his or her term of office, the resulting vacancy on the Board shall be filled by (i) Acacia, if the vacating director is an Acacia Designee and Acacia is then entitled to nominate another Acacia Designee in accordance with Section 2.1(b), (ii) the Holders, voting as a group, if the vacating director is a Holder Designee and the Holders are then entitled to nominate another Holder Designee in accordance with Section 2.1(c), and (iii) otherwise in accordance with the then current bylaws of the Company.

Section 2.5 *Failure to Designate a Board Member.* In the absence of any designation from the Person or group of Persons then entitled to designate a director as specified in Section 2.1, the nominating and governance committee of the Board, or such other committee of the Board as is fulfilling such function, shall nominate a candidate to serve.

ARTICLE III
SPECIFIED RIGHTS

Section 3.1 So long as the Board includes three (3) Acacia Designees, the Company shall not take, and no Holder shall vote their Voting Securities in favor of, any of the following transactions unless such transaction has been approved by a majority of the Board, which majority includes the affirmative vote of at least one (1) director who is an Acacia Designee:

(a) any merger, consolidation or other business combination involving the Company as a constituent entity, in which the transaction value exceeds Fifty Million Dollars ($50,000,000);

(b) any sale, transfer or other disposition, in a single transaction or a series of related transactions, of any capital stock or assets of the Company, in each case for more than Fifty Million Dollars ($50,000,000); or

(c) any acquisition, whether through a purchase of equity or assets, license out of the ordinary course of business, or merger, consolidation or other business combination with a subsidiary of the Company, in each case in a single transaction or a series of related transactions with a transaction value of more than Fifty Million Dollars ($50,000,000).

ARTICLE IV
BOARD OBSERVERS

Section 4.1 So long as Acacia has the right to designate Acacia Designees to the Board, Acacia shall have the right, subject to applicable law, to appoint three (3) designees to attend (in person or by teleconference or videoconference) and participate in, all meetings of the Board in a non-voting participant capacity (such Acacia designees, the "*Acacia Board Observers*"). So long as the Holders, voting as a group, have the right to designate Holder Designees to the Board, the Holders shall have the right, subject to applicable law, to appoint three (3) designees to attend (in person or by teleconference or videoconference) and participate in, all meetings of the Board in a non-voting participant capacity (such Holder designees, the "*Holder Board Observers*", and together with the Acacia Board Observers, the "*Board Observers*").

Section 4.2 So long as Acacia or the Holders have the right to appoint Board Observers in accordance with Section 4.1, but subject to Section 4.3, the Company shall provide each Board Observer with (a) written notice of all meetings of the Board, including notice of the

time and place of any such meetings, (b) all written materials or other correspondence delivered to the members of the Board and (c) all proposed written consent actions provided to the Board, in each case, at the same time and in the same manner as such notice and information is delivered to the members of the Board.

Section 4.3 Notwithstanding anything to the contrary herein, the Board will be entitled to exclude any or all of the Board Observers from access to, or participation in, or review of, the communications, meetings and materials described in Section 4.2 if (a) permitting such access, participation or review could reasonably be expected to jeopardize the attorney-client privilege or contravene any applicable law, Nasdaq rule or requirement, or confidentiality obligation, (b) such communications, meetings or materials relate to an executive session of the Board or its independent members, or any matter to be discussed in such an executive session, or (c) such communications, meetings or materials relate to any matter with respect to which a director could reasonably conclude there is a potential or actual conflict of interest between the Company, on the one hand, and a specific Board Observer or the party(ies) hereto that appointed such Board Observer, on the other hand. The Board Observers will not be entitled to participate in communications with, or meetings of, any committee of the Board, or have access to materials delivered to members of any such committee.

ARTICLE V
LEGENDS

Section 5.1 *Legends.* For so long as this Agreement is in effect, each certificate representing shares of Voting Securities now or hereafter owned by Acacia or any Holder will be endorsed with the following legend:

> "VOTING OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN VOTING AGREEMENT BY AND AMONG THE COMPANY, ACACIA AND CERTAIN OTHER HOLDERS OF STOCK OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

If such Voting Securities are reflected in book entry, the Company shall be entitled to, or to cause its transfer agent to, make notations of such legend in its books and records.

ARTICLE VI
MISCELLANEOUS

Section 6.1 *Governing Law.* This Agreement and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement (and all exhibits hereto) shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of

the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal laws of the State of Delaware shall control the interpretation and construction of this Agreement (and all exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 6.2 *Waiver of Jury Trial.* AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE MATTERS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE MATTERS CONTEMPLATED HEREBY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 6.3 *Jurisdiction; Service of Process.* Any claim, suit or action ("*Action*") with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party or parties or their successors or assigns, in each case, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Agreement (i) any claim that is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 6.3, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, any claim that (A) the Action in such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties further agrees that no party to this Agreement shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 6.3 and each party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The parties hereby agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.4, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided.

Section 6.4 *Notices*. All notices, requests, claims, demands and other communications to be given or delivered under or by the provisions of this Agreement shall be in writing and shall be deemed given only (i) when delivered personally to the recipient, (ii) one (1) Business

Day after being sent to the recipient by reputable overnight courier service (charges prepaid); provided, that confirmation of delivery is received, (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile or (iv) five (5) calendar days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications shall be sent to the parties at the following addresses (or at such address for a party as will be specified by like notice):

(a) if to Acacia, to:

Acacia Research Corporation
520 Newport Center Drive, 12th Floor
Newport Beach, CA 92660
Attention: Edward J. Treska, General Counsel
Facsimile: 949-480-8391

with a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attention: Dennis J. Block
Facsimile: 212-805-5555

with a copy (which will not constitute notice) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Mark L. Skaist
Facsimile: 949-725-4100

(b) if to the Company to:

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
Attention: John M. Markovich, Chief Financial Officer
Facsimile: 949-209-0365

with a copy (which will not constitute notice) to:

Munger, Tolles & Olson LLP
355 S. Grand Avenue, 35th Floor
Los Angeles, California
Attention: Mary Ann Todd, Esq.
Katherine H. Ku, Esq.
Facsimile: (213) 687-3702

with a copy (which will not constitute notice) to:

Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Attention: Ellen S. Bancroft, Esq.
Facsimile: (714) 830-0700

with a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attention: Dennis J. Block
Facsimile: 212-805-5555

with a copy (which will not constitute notice) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Mark L. Skaist
Facsimile: 949-725-4100

(c) if to the Holders, to each Holder at the address specified in Exhibit A.

Any party to this Agreement may notify any other party hereto of any changes to the address or any of the other details specified in this paragraph; provided that such notification shall only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 6.5 *No Third Party Beneficiaries*. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than Acacia, the Company, the Holders and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no person shall be deemed a third party beneficiary under or by reason of this Agreement.

Section 6.6 *Counterparts; Delivery by Electronic Transmission.* This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 6.7 *Entire Agreement.* This Agreement and the exhibits hereto shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 6.8 *Assignment*. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties, and any purported assignment without such consent shall be null and void. Accordingly, no party to this Agreement shall be entitled to transfer the rights and benefits set forth in Articles II and IV hereof to any transferee of shares of capital stock of the Company held by such party. Subject to the immediately preceding sentences of this Section 6.8, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Section 6.9 *Severability*. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the parties.

Section 6.10 *Headings*. The headings and captions of the Articles and Sections used in this Agreement are for reference and convenience purposes of the parties only, and will be given no substantive or interpretive effect whatsoever.

Section 6.11 *Amendment.* This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties, except that any amendment to implement provisions relating to classification of the Board will require an instrument in writing signed by Acacia, the Company and only the Holders holding a majority of the shares of capital stock of the Company then held by all of the Holders, on an as converted to Common Stock basis.

Section 6.12 *Interpretation*. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article, Section or Exhibit of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms and any reference to the masculine, feminine or neuter gender shall be deemed to include any gender or all three as appropriate. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended,

modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. Unless the context otherwise requires, "or," "neither," "nor," "any," "either," and "or" shall not be exclusive. Wherever and whenever in this Agreement there is a consent right of a party, such party shall be entitled to consider solely its own interests (and not the interests of any other person) or, at its sole election, any such other interests and factors as such party desires. The parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 6.13 *Stock Split.* All references to numbers of shares in this Agreement or the exhibits hereto shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization of shares by the Company occurring after the date of this Agreement.

Section 6.14 *Specific Performance*. The parties agree that the rights of each party under this Agreement are unique and that irreparable damage would occur in the event that any party fails to perform its covenants or agreements under this Agreement and that each other party shall be entitled to specific performance in such event, in addition to any other remedy at law or in equity. Each party hereby waives, in any action by any other party hereto for specific performance, the defense of adequacy of a remedy at law and the posting of any bond or other security in connection therewith. In no event shall any director, officer, employee, or adviser of any party have any liability or obligation relating to or arising out of this Agreement or the matters contemplated hereby.

Section 6.15 *Reference to Time.* All references in this Agreement to times of the day shall be to Los Angeles time.

Section 6.16 *Termination*. This Agreement will terminate, and be of no further force and effect, on the earlier to occur of (a) the twenty-four (24)-month anniversary of the Effective Date, and (b) the consummation of a Fundamental Transaction.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VERITONE INC.

By: /s/ John M. Markovich
Name: John M. Markovich
Title: Chief Financial Officer

ACACIA RESEARCH CORPORATION

By: /s/ Clayton J. Hayes
Name: Clayton J. Hayes
Title: CFO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STEEL HOLDINGS, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

NEWPORT COAST INVESTMENTS, LLC
By: Ryan Steelberg, Trustee of the RSS Living Trust dated April 6, 2012
Its: Member

By: /s/ Ryan Steelberg
Ryan Steelberg, Trustee

CHECKETTS PARTNERS INVESTMENT FUND, LP
By: Checketts Partners Investment GP, LLC
its General Partner

By: /s/ Nathaniel Checketts
Name: Nathaniel Checketts
Title: Partner

125 MEDIA HOLDINGS, L.L.C.

By: /s/ Liza Garber
Liza Garber,
Authorized Signatory

730 MEDIA HOLDINGS, L.L.C.

By: /s/ Liza Garber
Liza Garber,
Authorized Signatory

RADIO DIAL, LLC

By: /s/ Richard Dallas
Richard Dallas, Manager

MIRAMAR VENTURE PARTNERS II, LP
By: Miramar Venture Associates II, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett, Managing Member

MIRAMAR DIGITAL VENTURES, L.P.
By: Miramar Digital Associates, LLC
Its: General Partner

By: /s/ Bruce Hallett
Bruce Hallett, Managing Member

BV16, LLC
By: NCI Investments, LLC
Its: Manager

By: /s/ Chad Steelberg
Chad Steelberg, Manager

EXHIBIT A
HOLDERS

Name	Address and Facsimile Number	Class of Capital Stock / Nature of Derivative Security, if applicable	Number of Shares Owned Beneficially and of Record
Newport Coast Investments, LLC	514 30th Street, Newport Beach CA 92663	Common Stock	1,602,958
BV16, LLC	514 30th Street, Newport Beach CA 92663	Common Stock	1,603,059
125 Media Holdings, LLC		Common Stock	177,367
Steel Holdings, LLC	514 30th Street, Newport Beach CA 92663	Common Stock	142,500
Newport Coast Investments, LLC	514 30th Street, Newport Beach CA 92663	Series A Preferred	3,205,917
Steel Holdings, LLC	514 30th Street, Newport Beach CA 92663	Series A Preferred	285,000
Checketts Partners Investment Fund, LP	59 Grove St. Suite 1H, New Canaan, CT 06840	Series B Preferred	1,030,927
125 Media Holdings, LLC	65 E 55th Street 30th Fl., New York, NY 10022	Series B Preferred	1,030,927
Radio Dial, LLC	25th Floor, Al Sila Tower Al Maryah Island	Series B Preferred	515,463
730 Media Holdings, LLC	65 E 55th Street 30th Fl., New York, NY 10022	Series B Preferred	206,185
Miramar Venture Partners II, LP	2101 E. Coast Hwy, 3rd Fl., Corona del Mar, CA 92625	Series B Preferred	103,093
Miramar Digital Ventures, LP	2101 E. Coast Hwy, 3rd Fl., Corona del Mar, CA 92625	Series B Preferred	103,093

Exhibit 10.1

VERITONE, INC.
2014 STOCK OPTION/STOCK ISSUANCE PLAN

ARTICLE ONE

GENERAL PROVISIONS

I. PURPOSE OF THE PLAN

This 2014 Stock Option/Stock Issuance Plan is intended to promote the interests of Veritone, Inc., a Delaware corporation, by providing eligible persons in the Corporation's employ or service with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Corporation as an incentive for them to continue in such employ or service.

Capitalized terms herein shall have the meanings assigned to such terms in the attached Appendix.

II. STRUCTURE OF THE PLAN

A. The Plan shall be divided into two (2) separate equity programs:

(i) the Option Grant Program under which eligible persons may, at the discretion of the Plan Administrator, be granted options to purchase shares of Common Stock, and

(ii) the Stock Issuance Program under which eligible persons may, at the discretion of the Plan Administrator, be issued shares of Common Stock directly, either through the immediate purchase of such shares or as a bonus for services rendered the Corporation (or any Parent or Subsidiary) or pursuant to restricted stock units or other share right awards which vest upon the completion of designated service periods or the attainment of pre-established performance milestones.

B. The provisions of Articles One and Four shall apply to both equity programs under the Plan and shall accordingly govern the interests of all persons under the Plan.

III. ADMINISTRATION OF THE PLAN

A. The Plan shall be administered by the Board. However, any or all administrative functions otherwise exercisable by the Board may be delegated to the Committee. Members of the Committee shall serve for such period of time as the Board may determine and shall be subject to removal by the Board at any time. The Board may also at any time terminate the functions of the Committee and reassume all powers and authority previously delegated to the Committee.

B. The Plan Administrator shall have full power and authority (subject to the provisions of the Plan) to establish such rules and regulations as it may deem appropriate for proper administration of the Plan and to make such determinations under, and issue such interpretations of, the Plan and any outstanding options or stock issuances thereunder as it may deem necessary or advisable. Decisions of the Plan Administrator shall be final and binding on all parties who have an interest in the Plan or any option grant or stock issuance thereunder.

IV. ELIGIBILITY

A. The persons eligible to participate in the Plan are as follows:

(i) Employees,

(ii) non-employee members of the Board or the non-employee members of the board of directors of any Parent or Subsidiary, and

(iii) consultants and other independent advisors who provide services to the Corporation (or any Parent or Subsidiary).

B. The Plan Administrator shall have full authority to determine, (i) with respect to the grants made under the Option Grant Program, which eligible persons are to receive such grants, the time or times when those grants are to be made, the number of shares to be covered by each such grant, the status of the granted option as either an Incentive Option or a Non-Statutory Option, the time or times when each option is to become exercisable, the vesting schedule (if any) applicable to the option shares and the maximum term for which the option is to remain outstanding, and (ii) with respect to stock issuances or other stock-based awards under the Stock Issuance Program, which eligible persons are to receive such issuances or awards, the time or times when those issuances or awards are to be made, the number of shares subject to each such issuance or award, the applicable vesting schedule and the cash consideration (if any) to be paid by the Participant for such shares.

C. The Plan Administrator shall have the absolute discretion either to grant options in accordance with the Option Grant Program or to effect stock issuances in accordance with the Stock Issuance Program.

V. STOCK SUBJECT TO THE PLAN

A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired Common Stock. The maximum number of shares of Common Stock which may be issued over the term of the Plan shall not exceed Five Million Nine Hundred Seventeen Thousand Six Hundred Forty-One (5,917,641) shares[1], subject to adjustment from time to time pursuant to Section V. D. of this Article One.

[1] On March 4, 2015, the Corporation's stockholders approved increasing the shares authorized for issuance hereunder by 439,672 shares (from 1,500,000 shares to 1,939,672 shares). On October 31, 2016, the Corporation's stockholders approved increasing the shares authorized for issuance hereunder by 439,672 shares (from 1,939,672 shares to 5,917,641 shares).

B. Shares of Common Stock subject to outstanding options, restricted stock units or share right awards shall be added back to the number of shares of Common Stock reserved for issuance under the Plan and shall accordingly be available for subsequent issuance under the Plan to the extent (i) those options, units or awards expire, terminate or are cancelled for any reason prior to the issuance of the underlying shares of Common Stock or (ii) such options are cancelled in accordance with the cancellation-regrant provisions of Article Two. Unvested shares issued under the Plan and subsequently forfeited by the Participant pursuant to restrictions imposed under the Plan or repurchased by the Corporation, at a price per share not greater than the option exercise or direct issue price paid per share, pursuant to the Corporation's repurchase rights under the Plan shall be added back to the number of shares of Common Stock reserved for issuance under the Plan and shall accordingly be available for subsequent issuance under the Plan.

C. The maximum number of shares of Common Stock which may be issued under the Plan pursuant to Incentive Options shall not exceed Five Million Nine Hundred Seventeen Thousand Six Hundred Forty-One (5,917,641) shares in the aggregate, subject to adjustment from time to time pursuant to the provisions of Section V. D. of this Article One.

D. Should any change be made to the Common Stock by reason of any stock split, stock dividend, spin-off transaction, extraordinary distribution (whether in cash, securities or other property), recapitalization, combination of shares, exchange of shares or other similar transaction affecting the outstanding Common Stock without the Corporation's receipt of consideration or in the event of a substantial reduction to the value of the outstanding shares of Common Stock by reason of a spin-off transaction or extraordinary distribution or in the event of any merger, consolidation or other reorganization, then equitable adjustments shall be made to (i) the maximum number and/or class of securities issuable under the Plan, (ii) the maximum number and/or class of securities that may be issued under the Plan pursuant to Incentive Options, (iii) the number and/or class of securities and the exercise price per share in effect under each outstanding option, (iv) the number and/or class of securities subject to each outstanding restricted stock unit or other share right award and the cash consideration (if any) payable per share and (v) the number and/or class of securities subject to forfeiture restrictions or the Corporation's outstanding repurchase rights under the Plan and the repurchase price payable per share. In the event of a Change in Control, the provisions of Article Two, Section III and Article Three, Section II shall apply. The adjustments shall be made by the Plan Administrator in such manner as the Plan Administrator deems appropriate, and those adjustments shall be final, binding and conclusive. In no event shall any such adjustments be made in connection with the conversion of one or more outstanding shares of the Corporation's preferred stock into shares of Common Stock.

ARTICLE TWO

OPTION GRANT PROGRAM

I. OPTION TERMS

Each option shall be evidenced by one or more documents in the form approved by the Plan Administrator; provided, however, that each such document shall comply with the terms specified below. Each document evidencing an Incentive Option shall, in addition, be subject to the provisions of the Plan applicable to such options.

A. **Exercise Price**.

1. The exercise price per share shall be fixed by the Plan Administrator but shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the option grant date.

2. The exercise price shall become immediately due upon exercise of the option and shall, subject to the provisions of Section I of Article Four and the documents evidencing the option, be payable in cash or check made payable to the Corporation. Should the Common Stock be registered under Section 12 of the 1934 Act at the time the option is exercised, then the exercise price may also be paid as follows:

(i) in shares of Common Stock (whether delivered in the form of actual stock certificates or through attestation of ownership) valued at Fair Market Value on the Exercise Date and held for the period (if any) necessary to avoid a charge to the Corporation's earnings for financial reporting purposes, or

(ii) to the extent the option is exercised for vested shares, through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable instructions (A) to a brokerage firm (reasonably satisfactory to the Corporation for purposes of administering such procedure in compliance with any applicable pre-clearance or pre-notification requirements) to effect the immediate sale of the purchased shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable income and employment taxes required to be withheld by the Corporation by reason of such exercise and (B) to the Corporation to deliver the certificates for the purchased shares directly to such brokerage firm on the settlement date in order to complete the sale.

Except to the extent such sale and remittance procedure is utilized, payment of the exercise price for the purchased shares must be made on the Exercise Date.

B. **Exercise and Term of Options**. Each option shall be exercisable at such time or times, during such period and for such number of shares as shall be determined by the Plan Administrator and set forth in the documents evidencing the option grant. However, no option shall have a term in excess of ten (10) years measured from the option grant date.

C. **Effect of Termination of Service**.

1. The following provisions shall govern the exercise of any options held by the Optionee at the time of cessation of Service or death:

(i) Should the Optionee cease to remain in Service for any reason other than death, Disability or Misconduct, then the Optionee shall have a period of three (3) months from the date of such cessation of Service during which to exercise each outstanding option held by such Optionee.

(ii) Should the Optionee's Service terminate by reason of Disability, then the Optionee shall have a period of twelve (12) months from the date of such cessation of Service during which to exercise each outstanding option held by such Optionee.

(iii) If the Optionee dies while holding an outstanding option, then the personal representative of his or her estate or the person or persons to whom the option is transferred pursuant to the Optionee's will or the laws of inheritance or the Optionee's designated beneficiary or beneficiaries of that option shall have a twelve (12)-month period from the date of the Optionee's death to exercise such option.

(iv) Under no circumstances, however, shall any such option be exercisable after the specified expiration of the option term.

(v) During the applicable post-Service exercise period, the option may not be exercised in the aggregate for more than the number of vested shares for which the option is at the time exercisable. No additional shares shall vest under the option following the Optionee's cessation of Service, except to the extent (if any) specifically authorized by the Plan Administrator in its sole discretion pursuant to an express written agreement with the Optionee. Upon the expiration of the applicable exercise period or (if earlier) upon the expiration of the option term, the option shall terminate and cease to be outstanding.

(vi) Should the Optionee's Service be terminated for Misconduct or should the Optionee otherwise engage in Misconduct while holding one or more outstanding options under the Plan, then all those options shall terminate immediately and cease to remain outstanding.

2. The Plan Administrator shall have the discretion, exercisable either at the time an option is granted or at any time while the option remains outstanding, to:

(i) extend the period of time for which the option is to remain exercisable following the Optionee's cessation of Service or death from the limited period otherwise in effect for that option to such greater period of time as the Plan Administrator shall deem appropriate, but in no event beyond the expiration of the option term, and/or

(ii) permit the option to be exercised, during the applicable post-Service exercise period, not only with respect to the number of vested shares of Common Stock for which such option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more additional installments in which the Optionee would have vested under the option had the Optionee continued in Service.

D. **Stockholder Rights**. The holder of an option shall have no stockholder rights with respect to the shares subject to the option until such person shall have exercised the option, paid the exercise price and become the recordholder of the purchased shares.

E. **Unvested Shares**. The Plan Administrator shall have the discretion to grant options which are exercisable for unvested shares of Common Stock. Should the Optionee cease Service while holding such unvested shares, the Corporation shall have the right to repurchase any or all of those unvested shares at a price per share equal to the lower of (i) the exercise price paid per share or (ii) the Fair Market Value per share of Common Stock at the time of the Optionee's cessation of Service. The terms upon which such repurchase right shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased shares) shall be established by the Plan Administrator and set forth in the document evidencing such repurchase right.

F. **First Refusal Rights**. Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Corporation shall have the right of first refusal with respect to any proposed disposition by the Optionee (or any successor in interest) of any shares of Common Stock issued under the Plan. Such right of first refusal shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in the document evidencing such right.

G. **Limited Transferability of Options**.

1. An Incentive Stock Option shall be exercisable only by the Optionee during his or her lifetime, and such Incentive Stock Option, together with the shares of Common Stock subject to that option during the period prior to exercise, shall not be assignable or transferable other than by will or by the laws of inheritance following the Optionee's death.

2. A Non-Statutory Option, together with the shares of Common Stock subject to that option during the period prior to exercise, shall be subject to the same transfer restrictions as set forth in subparagraph 1 above, except that a Non-Statutory Option, together with the underlying unexercised shares of Common Stock, may to the extent permitted by the Plan Administrator be assigned in whole or in part during the Optionee's lifetime by gift

or pursuant to a domestic relations order to one or more of the Optionee's Family Members or to a trust established exclusively for the Optionee and/or one or more such Family Members. The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the Non-Statutory Option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for the option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Plan Administrator may deem appropriate.

3. Notwithstanding subparagraphs 1 and 2 above, the Optionee may also, to the extent permitted by the Plan Administrator, designate one or more Family Members as the beneficiary or beneficiaries of his or her outstanding options under the Plan, and those options shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon the Optionee's death while holding those options. Such beneficiary or beneficiaries shall take the transferred options subject to all the terms and conditions of the applicable agreement evidencing each such transferred option, including (without limitation) the limited time period during which the option may be exercised following the Optionee's death.

4. Prior to the date the Corporation first becomes subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, outstanding options under the Plan, together with the shares of Common Stock subject to those options during the period prior to exercise, shall not be the subject of any short position, put equivalent position (as such term is defined in Rule 16a-1(h) under the 1934 Act) or call equivalent position (as such term is defined Rule 16a-1(b) of the 1934 Act).

5. Except as otherwise provided in subparagraph 1, 2 or 3 above, until the date the Corporation first becomes subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, outstanding options under the Plan, together with the shares of Common Stock subject to those options during the period prior to exercise, shall not be the subject of any pledges, gifts, hypothecations or other transfers, other than pursuant to the Corporation's repurchase rights or in connection with a Change in Control of the Corporation in which such options shall terminate and cease to be outstanding.

II. INCENTIVE OPTIONS

The terms specified below shall be applicable to all Incentive Options. Except as modified by the provisions of this Section II, all the provisions of Articles One, Two and Four shall be applicable to Incentive Options. Options which are specifically designated as Non-Statutory Options shall not be subject to the terms of this Section II.

A. **Eligibility**. Incentive Options may only be granted to Employees.

B. **Dollar Limitation**. The aggregate Fair Market Value of the shares of Common Stock (determined as of the respective date or dates of grant) for which one or more options granted to any Employee under the Plan (or any other option plan of the Corporation or any Parent or Subsidiary) may for the first time become exercisable as Incentive Options during

any one (1) calendar year shall not exceed the sum of One Hundred Thousand Dollars ($100,000). To the extent the Employee holds two (2) or more such options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability of such options as Incentive Options shall be applied on the basis of the order in which such options are granted, except to the extent otherwise provided under applicable law or regulation.

C. **10% Stockholder**. If any Employee to whom an Incentive Option is granted is a 10% Stockholder, then the option term shall not exceed five (5) years measured from the option grant date, and the exercise price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value per share of Common Stock on the option grant date.

III. CHANGE IN CONTROL

A. In the event of a Change in Control, each outstanding option (i) may be assumed by the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction and any repurchase rights of the Corporation with respect to any unvested shares purchasable under the option may be concurrently assigned to such successor corporation (or parent thereof) or otherwise continued in effect or (ii) such option may be replaced with a cash retention program of the Corporation or any successor corporation which preserves the spread existing on the unvested option shares at the time of the Change in Control (the excess of the Fair Market Value of those shares over the aggregate exercise price payable for such shares) and provides for subsequent payout of that spread in accordance with the same vesting schedule applicable to those unvested option shares but only if such replacement cash program would not result in the treatment of the Award as an item of deferred compensation subject to Code Section 409A. However, to the extent the option is not so assumed, continued or replaced, that option shall, immediately prior to the effective date of the Change in Control, automatically vest and become exercisable with respect to twenty-five percent (25%) of the shares of Common Stock at the time subject to the then unvested portion of the option and may be exercised for any or all of those shares as fully-vested shares of Common Stock, unless the acceleration of such option is subject to other limitations imposed by the Plan Administrator at the time of the option grant. Upon consummation of the Change in Control, all outstanding options shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

B. Twenty-five percent (25%) of all outstanding repurchase rights relating to shares of Common Stock issued pursuant to each option granted under the Plan shall also terminate automatically, and the shares of Common Stock subject to those terminated rights shall immediately vest in full, immediately prior to the consummation of a Change in Control, except to the extent: (i) those repurchase rights are assigned to the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction or (ii) such accelerated vesting is precluded by other limitations imposed by the Plan Administrator at the time the repurchase right is issued. The shares of Common Stock that remain subject to outstanding repurchase rights upon consummation of the Change in Control shall be surrendered and shall cease to be outstanding, except to the extent such

restrictions and rights are assigned to the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction. In exchange for the surrendered shares, the Corporation shall repay to the Participant the lower of (i) the cash consideration paid for the surrendered shares or (ii) the Fair Market Value of those shares at the time of the Change in Control.

C. Each option which is assumed in connection with a Change in Control or otherwise continued in effect shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities which would have been issuable to the Optionee in consummation of such Change in Control, had the option been exercised immediately prior to such Change in Control. Appropriate adjustments shall also be made to (i) the number and class of securities available for issuance under the Plan following the consummation of such Change in Control and (ii) the exercise price payable per share under each outstanding option, provided the aggregate exercise price payable for such securities shall remain the same. To the extent the actual holders of the Corporation's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation may, in connection with the assumption or continuation of the outstanding options under the Plan, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

D. The Plan Administrator shall have the discretion, exercisable either at the time the option is granted or at any time while the option remains outstanding, to structure one or more options so that those options shall automatically accelerate and vest in full (and any repurchase rights of the Corporation with respect to the unvested shares subject to those options shall terminate) immediately prior to the effective date of a Change in Control, whether or not those options are to be assumed in the Change in Control or otherwise continued in effect.

E. The Plan Administrator shall also have full power and authority, exercisable either at the time the option is granted or at any time while the option remains outstanding, to structure such option so that the shares subject to that option will automatically vest, in whole or in part, on an accelerated basis should the Optionee's Service terminate by reason of an Involuntary Termination within a designated period following the effective date of any Change in Control in which the option is assumed or otherwise continued in effect and the repurchase rights applicable to those shares do not otherwise terminate. Any option so accelerated shall remain exercisable for the fully-vested option shares until the expiration or sooner termination of the option term. In addition, the Plan Administrator may provide that one or more of the Corporation's outstanding repurchase rights with respect to shares held by the Optionee at the time of such Involuntary Termination shall immediately terminate on an accelerated basis, and the shares subject to those terminated rights shall accordingly vest at that time.

F. The portion of any Incentive Option accelerated in connection with a Change in Control shall remain exercisable as an Incentive Option only to the extent the applicable One Hundred Thousand Dollar ($100,000) limitation is not exceeded. To the extent such dollar limitation is exceeded, the accelerated portion of such option shall be exercisable as a Non-Statutory Option under the Federal tax laws.

G. The grant of options under the Plan shall in no way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

IV. REPRICING PROGRAMS

The Plan Administrator shall have the discretionary authority, exercisable on such terms and conditions that it deems appropriate under the circumstances, to (i) implement cancellation/regrant programs pursuant to which outstanding options under the Plan are cancelled and new options are granted in replacement with a lower exercise price per share, (ii) cancel outstanding options under the Plan with exercise prices per share in excess of the then current Fair Market Value per share of Common Stock for consideration payable in cash or in equity securities of the Corporation or (iii) reduce the exercise price in effect for outstanding options under the Plan.

V. FINANCIAL STATEMENTS

In the event there are at any time two thousand (2,000) or more holders of outstanding options under the Plan or five hundred (500) or more holders of outstanding options under the Plan who are not accredited investors, the Corporation shall provide to each such option holder, at the time the outstanding options first become held by five hundred (500) or two thousand (2,000) holders, as applicable, and at successive six (6)-month intervals thereafter, information (including financial statements) that meets the requirements of Rules 701(e)(3), 701(e)(4) and 701(e)(5) under the 1933 Act with the financial statements being not more than one hundred and eighty (180) days old at the time of distribution. Such obligation shall continue until such time as the Corporation becomes subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act or (if earlier) no longer relies on the exemption from such reporting requirements provided by Rule 12h-1(f) under the 1934 Act. The Corporation may require that option holders agree to keep the financial information to be provided confidential.

ARTICLE THREE

STOCK ISSUANCE PROGRAM

I. STOCK ISSUANCE TERMS

Shares of Common Stock may be issued under the Stock Issuance Program through direct and immediate issuances or pursuant to restricted stock units or share right awards. Each such stock issuance shall be evidenced by a Stock Issuance Agreement which complies with the terms specified below.

A. **Issue Price**.

1. Subject to the provisions of Section I of Article Four, shares of Common Stock may be issued under the Stock Issuance Program for any of the following items of consideration which the Plan Administrator may deem appropriate in each individual instance:

(i) cash or check made payable to the Corporation,

(ii) past services rendered to the Corporation (or any Parent or Subsidiary), or

(iii) any other valid consideration under the General Corporation Law of the State of Delaware.

2. If the consideration for the shares is to be paid in the form of a cash purchase price, then the cash consideration payable per share shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the issuance date.

B. **Vesting Provisions**.

1. Shares of Common Stock issued under the Stock Issuance Program may, in the discretion of the Plan Administrator, be fully and immediately vested upon issuance or may vest in one or more installments over the Participant's period of Service or upon attainment of specified performance objectives. Shares of Common Stock may also be issued under the Stock Issuance Program pursuant to restricted stock units or share right awards which entitle the recipients to receive the shares underlying those awards or units upon the attainment of designated performance goals or the satisfaction of specified Service requirements or upon the expiration of a designated time period following the vesting of those awards or units, including (without limitation) a deferred distribution date following the termination of the Participant's Service.

2. Any new, substituted or additional securities or other property (including money paid other than as a regular cash dividend) which the Participant may have the right to receive with respect to the Participant's unvested shares of Common Stock by reason of

any stock dividend, stock split, spin-off transaction, extraordinary distribution (whether in cash, securities or other property), recapitalization, combination of shares, exchange of shares or other similar change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration shall be issued subject to (i) the same vesting requirements applicable to the Participant's unvested shares of Common Stock and (ii) such escrow arrangements as the Plan Administrator shall deem appropriate.

3. The Participant shall have full stockholder rights with respect to any shares of Common Stock issued to the Participant under the Stock Issuance Program, whether or not the Participant's interest in those shares is vested. Accordingly, the Participant shall have the right to vote such shares and to receive any regular cash dividends paid on such shares. The Participant shall not have any stockholder rights with respect to the shares of Common Stock subject to a restricted stock unit or share right award until that unit or award vests and the shares of Common Stock are actually issued thereunder. However, dividend-equivalent units may be paid or credited, either in cash or in actual or phantom shares of Common Stock, on outstanding restricted stock units or share right awards, subject to such terms and conditions as the Plan Administrator may deem appropriate.

4. Should the Participant cease to remain in Service while holding one or more unvested shares of Common Stock issued under the Stock Issuance Program or should the performance objectives not be attained with respect to one or more such unvested shares of Common Stock, then those shares shall be immediately surrendered to the Corporation for cancellation, and the Participant shall have no further stockholder rights with respect to those shares. To the extent the surrendered shares were previously issued to the Participant for consideration paid in cash or cash equivalent (including the Participant's purchase-money indebtedness), the Corporation shall repay to the Participant the lower of (i) the cash consideration paid for the surrendered shares or (ii) the Fair Market Value of those shares at the time of Participant's cessation of Service and shall cancel the unpaid principal balance of any outstanding purchase-money note of the Participant attributable to such surrendered shares by the applicable clause (i) or (ii) amount.

5. The Plan Administrator may in its discretion waive the surrender and cancellation of one or more unvested shares of Common Stock (or other assets attributable thereto) which would otherwise occur upon the cessation of the Participant's Service or the non-attainment of the performance objectives applicable to those shares. Such waiver shall result in the immediate vesting of the Participant's interest in the shares of Common Stock as to which the waiver applies. Such waiver may be effected at any time, whether before or after the Participant's cessation of Service or the attainment or non-attainment of the applicable performance objectives.

6. Outstanding restricted stock units or share right awards shall automatically terminate, and no shares of Common Stock shall actually be issued in satisfaction of those units or awards, if the performance goals or Service requirements established for such units or awards are not attained or satisfied. The Plan Administrator, however, shall have the discretionary authority to issue vested shares of Common Stock under one or more outstanding restricted stock units or share right awards as to which the designated performance goals or Service requirements have not been attained or satisfied.

C. **First Refusal Rights**. Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Corporation shall have the right of first refusal with respect to any proposed disposition by the Participant (or any successor in interest) of any shares of Common Stock issued under the Stock Issuance Program. Such right of first refusal shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in the document evidencing such right.

II. CHANGE IN CONTROL

A. Forfeiture restrictions and repurchase rights in effect with respect to unvested shares of Common Stock outstanding at the time of a Change in Control may be assigned to the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction. If the forfeiture restrictions or repurchase rights applicable to the unvested shares of Common Stock subject to an award are not to be assigned to the successor corporation (or parent thereof) or otherwise continued in full force and effect, then the forfeiture restrictions or repurchase rights applicable to twenty-five percent (25%) of the then unvested shares of Common Stock subject to such award shall terminate automatically immediately prior to the time of the Change in Control, and the shares of Common Stock subject to those terminated restrictions and rights shall immediately vest in full, except to the extent such accelerated vesting is precluded by other limitations imposed by the Plan Administrator at the time the shares of Common Stock subject to those restrictions and rights are issued. Upon consummation of the Change in Control, the shares of Common Stock that remain subject to forfeiture restrictions or repurchase rights shall be surrendered and shall cease to be outstanding, except to the extent such restrictions and rights are assigned to the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction. To the extent the surrendered shares were previously issued to the Participant for consideration paid in cash or cash equivalent, the Corporation shall repay to the Participant the lower of (i) the cash consideration paid for the surrendered shares or (ii) the Fair Market Value of those shares at the time of the Change in Control.

B. Each restricted stock unit award or share right award outstanding at the time of a Change in Control may be (i) assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of such Change in Control transaction or (ii) replaced with a cash incentive program of the successor program which preserves the Fair Market Value of the Common Stock underlying that award at the time of the Change in Control and provides for subsequent payout of that dollar amount in accordance with the same vesting schedule in effect for such award at the time of the Change in Control. If any such restricted stock unit award or share right award is not assumed or otherwise continued in effect, or if such award is not to be replaced with a cash retention award, then twenty-five percent (25%) of the shares of Common Stock subject to such award shall vest and become issuable immediately prior to the effective date of the Change in Control. Upon consummation of the Change in Control, the remaining unvested portion of each outstanding restricted stock unit award and share right award shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

C. Each share right award or restricted stock unit which is so assumed or otherwise continued in effect shall be adjusted immediately after the consummation of that Change in Control so as to apply to the number and class of securities into which the shares of Common Stock subject to the award or unit immediately prior to the Change in Control would have been converted in consummation of such Change in Control had those shares actually been outstanding at that time. Appropriate adjustments shall also be made to the cash consideration (if any) payable per share under each outstanding restricted stock unit or share right award, provided the aggregate cash consideration payable for such securities shall remain the same. To the extent the actual holders of the Corporation's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation may, in connection with the assumption or continuation of the outstanding restricted stock units or share right awards, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control transaction.

D. The Plan Administrator shall have the discretionary authority to structure one or more unvested stock issuances or one or more restricted stock units or share right awards under the Stock Issuance Program so that the shares of Common Stock subject to those issuances or units or awards shall automatically vest (or vest and become issuable) in whole or in part immediately upon the occurrence of a Change in Control or upon the subsequent termination of the Participant's Service by reason of an Involuntary Termination within a designated period following the effective date of that Change in Control transaction.

III. SHARE ESCROW/LEGENDS

Unvested shares may, in the Plan Administrator's discretion, be held in escrow by the Corporation until the Participant's interest in such shares vests or may be issued directly to the Participant with restrictive legends on the certificates evidencing those unvested shares.

ARTICLE FOUR

MISCELLANEOUS

I. FINANCING

The Plan Administrator may permit any Optionee or Participant to pay the option exercise price under the Option Grant Program or the purchase price for shares issued under the Stock Issuance Program by delivering a full-recourse promissory note payable in one or more installments which bears interest at a market rate and is secured by the purchased shares. In no event, however, may the maximum credit available to the Optionee or Participant exceed the sum of (i) the aggregate option exercise price or purchase price payable for the purchased shares plus (ii) any applicable income and employment tax liability incurred by the Optionee or the Participant in connection with the option exercise or share purchase.

II. EFFECTIVE DATE AND TERM OF PLAN

A. The Plan shall become effective when adopted by the Board, but no option granted under the Plan may be exercised, and no shares shall be issued under the Plan, until the Plan is approved by the Corporation's stockholders. If such stockholder approval is not obtained within twelve (12) months after the date of the Board's adoption of the Plan, then all options previously granted under the Plan shall terminate and cease to be outstanding, and no further options shall be granted and no shares shall be issued under the Plan. Subject to such limitation, the Plan Administrator may grant options and issue shares under the Plan at any time after the effective date of the Plan and before the date fixed herein for termination of the Plan.

B. The Plan shall terminate upon the earliest of (i) the expiration of the ten (10)-year period measured from the date the Plan is adopted by the Board, (ii) the date on which all shares available for issuance under the Plan shall have been issued as vested shares or (iii) the termination of all outstanding awards under the Plan in connection with a Change in Control. All awards and unvested stock issuances outstanding at the time of a clause (i) termination event shall continue to have full force and effect in accordance with the provisions of the documents evidencing those awards or issuances.

III. AMENDMENT OF THE PLAN

A. The Board shall have complete and exclusive power and authority to amend or modify the Plan in any or all respects. However, no such amendment or modification shall adversely affect the rights and obligations with respect to awards or unvested stock issuances at the time outstanding under the Plan unless the Optionee or the Participant consents to such amendment or modification. In addition, certain amendments may require stockholder approval pursuant to applicable laws and regulations.

B. Options may be granted under the Option Grant Program and awards and shares may be issued under the Stock Issuance Program which are in each instance in excess of

the number of shares of Common Stock then available for issuance under the Plan, provided any excess shares actually issued under those programs shall be held in escrow until there is obtained stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock available for issuance under the Plan. If such stockholder approval is not obtained within twelve (12) months after the date the first such excess grants or issuances are made, then (i) any unexercised options granted on the basis of such excess shares shall terminate and cease to be outstanding and (ii) the Corporation shall promptly refund to the Optionees and the Participants the exercise or purchase price paid for any excess shares issued under the Plan and held in escrow, together with interest (at the applicable Short Term Federal Rate) for the period the shares were held in escrow, and such shares shall thereupon be automatically cancelled and cease to be outstanding.

IV. USE OF PROCEEDS

Any cash proceeds received by the Corporation from the sale of shares of Common Stock under the Plan shall be used for general corporate purposes.

V. WITHHOLDING

The Corporation's obligation to deliver shares of Common Stock upon the exercise of any options granted under the Plan or upon the issuance or vesting of any shares issued under the Plan shall be subject to the satisfaction of all applicable income and employment tax withholding requirements.

VI. REGULATORY APPROVALS

The implementation of the Plan, the granting of any options under the Plan and the issuance of any shares of Common Stock (i) upon the exercise of any option or (ii) under the Stock Issuance Program shall be subject to the Corporation's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the options granted under it and the shares of Common Stock issued pursuant to it.

VII. NO EMPLOYMENT OR SERVICE RIGHTS

Nothing in the Plan shall confer upon the Optionee or the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining such person) or of the Optionee or the Participant, which rights are hereby expressly reserved by each, to terminate such person's Service at any time for any reason, with or without cause.

APPENDIX

The following definitions shall be in effect under the Plan:

A. **Board** shall mean the Corporation's Board of Directors.

B. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Corporation's stockholders, unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets in liquidation or dissolution of the Corporation, or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders.

In no event shall any public offering of the Corporation's securities be deemed to constitute a Change in Control.

C. **Code** shall mean the Internal Revenue Code of 1986, as amended.

D. **Committee** shall mean a committee of one (1) or more Board members appointed by the Board to exercise one or more administrative functions under the Plan.

E. **Common Stock** shall mean the Corporation's common stock.

F. **Corporation** shall mean Veritone, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Veritone, Inc. which shall by appropriate action adopt the Plan.

G. **Disability** shall mean the inability of the Optionee or Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and shall be determined by the Plan Administrator on the basis of such medical evidence as the Plan Administrator deems warranted under the circumstances.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Exercise Date** shall mean the date on which the Corporation shall have received written notice of the option exercise.

J. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global or Global Select Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) If the Common Stock is not at the time listed on any Stock Exchange, then the Fair Market Value shall be determined by the Plan Administrator through the reasonable application of a reasonable valuation method that takes into account the applicable valuation factors set forth in the Treasury Regulations issued under Section 409A of the Code; provided, however, that with respect to an Incentive Option, such Fair Market Value shall be determined in accordance with the standards of Section 422 of the Code and the applicable Treasury Regulations thereunder.

K. **Family Member** means, with respect to a particular Optionee or Participant, any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

L. **Incentive Option** shall mean an option which satisfies the requirements of Code Section 422.

M. **Involuntary Termination** shall mean the termination of the Service of any individual which occurs by reason of:

(i) such individual's involuntary dismissal or discharge by the Corporation for reasons other than Misconduct, or

(ii) such individual's voluntary resignation following (A) a change in his or her position with the Corporation which materially reduces his or her duties and responsibilities or the level of management to which he or she reports, (B) a reduction in his or her level of compensation (including base salary, fringe benefits and target bonus under any corporate-performance based bonus or incentive programs) by more than fifteen percent (15%) or (C) a relocation of such individual's place of employment by more than fifty (50) miles, provided and only if such change, reduction or relocation is effected without the individual's consent.

N. **Misconduct** shall mean the commission of any act of fraud, embezzlement or dishonesty by the Optionee or Participant, any unauthorized use or disclosure by such person of confidential information or trade secrets of the Corporation (or any Parent or Subsidiary), or any other intentional misconduct by such person adversely affecting the business or affairs of the Corporation (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Parent or Subsidiary) to discharge or dismiss any Optionee, Participant or other person in the Service of the Corporation (or any Parent or Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan, to constitute grounds for termination for Misconduct.

O. **1933 Act** shall mean the Securities Act of 1933, as amended.

P. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended.

Q. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

R. **Option Grant Program** shall mean the option grant program in effect under the Plan.

S. **Optionee** shall mean any person to whom an option is granted under the Plan.

T. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

U. **Participant** shall mean any person who is issued shares of Common Stock under the Stock Issuance Program or to whom restricted stock units or share rights are awarded under such program.

V. **Plan** shall mean the Corporation's 2014 Stock Option/Stock Issuance Plan, as set forth in this document.

W. **Plan Administrator** shall mean either the Board or the Committee acting in its capacity as administrator of the Plan.

X. **Service** shall mean the performance of services for the Corporation (or any Parent or Subsidiary, whether now existing or subsequently established) by a person in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor, except to the extent otherwise specifically provided in the documents evidencing the option grant or stock issuance. For purposes of the Plan, an Optionee or Participant shall be deemed to cease Service immediately upon the occurrence of the either of the following events: (i) the Optionee or Participant no longer performs services in any of the foregoing capacities for the Corporation or any Parent or Subsidiary or (ii) the entity for which the Optionee or Participant is performing such services ceases to remain a Parent or Subsidiary of the Corporation, even though the Optionee or Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation; provided, however, that for a leave which exceeds three (3) months, Service shall be deemed, for purposes of determining the period within which any outstanding option held by the Optionee in question may be exercised as an Incentive Option, to cease on the first day immediately following the expiration of such three (3)-month period, unless that Optionee is provided with the right to return to Service following such leave either by statute or by written contract. Except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Optionee or Participant is on a leave of absence.

Y. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

Z. **Stock Issuance Agreement** shall mean the agreement entered into by the Corporation and the Participant at the time of issuance of shares of Common Stock under the Stock Issuance Program.

AA. **Stock Issuance Program** shall mean the stock issuance program in effect under the Plan.

BB. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

CC. **10% Stockholder** shall mean the owner of stock (as determined under Code Section 424(d)) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation (or any Parent or Subsidiary).

Exhibit 10.2

INSTALLMENT

VERITONE, INC.

FORM OF NOTICE OF GRANT OF STOCK OPTION

Notice is hereby given of the following option grant (the "***Option***") to purchase shares of the Common Stock of Veritone, Inc. (the "***Corporation***"):

Optionee: _____

Grant Date: _____

Vesting Commencement Date: _____

Exercise Price: $_____ per share

Number of Option Shares: _____ shares of Common Stock

Expiration Date: _____

Type of Option: _____ Incentive Stock Option

_____ Non-Statutory Stock Option

Exercise Schedule: The Option shall vest and become exercisable with respect to (i) twenty-five percent (25%) of the Option Shares upon Optionee's completion of one (1) year of Service measured from the Vesting Commencement Date and (ii) the balance of the Option Shares in a series of thirty-six (36) successive equal monthly installments upon Optionee's completion of each additional month of Service over the thirty-six (36)-month period measured from the first anniversary of the Vesting Commencement Date. The Option shall not become exercisable for any additional Option Shares following Optionee's cessation of Service, except to the extent (if any) specifically authorized by the Plan Administrator in its sole discretion pursuant to an express written agreement with Optionee.

Optionee understands and agrees that the Option is granted subject to and in accordance with the terms of the Veritone, Inc. 2014 Stock Option/Stock Issuance Plan (the "***Plan***"). Optionee further agrees to be bound by the terms of the Plan and the terms of the Option as set forth in the Stock Option Agreement attached hereto as Exhibit A. Optionee understands that any Option Shares purchased under the Option will be subject to the terms set forth in the Stock Purchase Agreement attached hereto as Exhibit B. Optionee hereby acknowledges receipt of a copy of the Plan in the form attached hereto as Exhibit C.

REPURCHASE RIGHT; RIGHT OF FIRST REFUSAL. OPTIONEE HEREBY AGREES THAT ALL OPTION SHARES ACQUIRED UPON THE EXERCISE OF THE OPTION SHALL BE SUBJECT TO CERTAIN REPURCHASE RIGHTS AND A RIGHT OF FIRST REFUSAL EXERCISABLE BY THE CORPORATION AND ITS ASSIGNS. THE TERMS OF SUCH RIGHTS ARE SPECIFIED IN THE ATTACHED STOCK PURCHASE AGREEMENT.

At Will Employment. Nothing in this Notice or in the attached Stock Option Agreement or Plan shall confer upon Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining Optionee) or of Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service at any time for any reason, with or without cause.

Definitions. All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the attached Stock Option Agreement.

DATED: _____, ____

VERITONE, INC.

By: _____
Name: _____
Title: _____

_____
First and Last Name

Address: _____
_____

Attachments:

Exhibit A - Stock Option Agreement
Exhibit B - Stock Purchase Agreement
Exhibit C - 2014 Stock Option/Stock Issuance Plan

EXHIBIT A

STOCK OPTION AGREEMENT
(attached hereto)

VERITONE, INC.

STOCK OPTION AGREEMENT

RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board or the board of directors of any Parent or Subsidiary and consultants and other independent advisors in the service of the Corporation (or any Parent or Subsidiary).

B. Optionee is to render valuable services to the Corporation (or a Parent or Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation's grant of an option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Grant of Option**. The Corporation hereby grants to Optionee, as of the Grant Date, an option to purchase up to the number of Option Shares specified in the Grant Notice. The Option Shares shall be purchasable from time to time during the option term specified in Paragraph 2 at the Exercise Price.

2. **Option Term**. This option shall have a term of ten (10) years measured from the Grant Date and shall accordingly expire at the close of business on the Expiration Date, unless sooner terminated in accordance with Paragraph 5 or 6.

3. **Limited Transferability**.

(a) This option, together with the Option Shares during the period prior to exercise, shall be neither transferable nor assignable by Optionee other than by will or the laws of inheritance following Optionee's death and may be exercised, during Optionee's lifetime, only by Optionee. However, Optionee may designate one or more Family Members as the beneficiary or beneficiaries of this option, and this option shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon Optionee's death while holding this option. Such beneficiary or beneficiaries shall take the transferred option subject to all the terms and conditions of this Agreement, including (without limitation) the limited time period during which this option may, pursuant to Paragraph 5, be exercised following Optionee's death.

(b) If this option is designated a Non-Statutory Option in the Grant Notice, then this option, together with the unexercised Option Shares, shall be subject to the same transfer restrictions as set forth in Paragraph 3(a), except that such option, together with the underlying unexercised Option Shares, may be assigned in whole or in part during Optionee's lifetime by gift or pursuant to a domestic relations order to one or more of Optionee's Family Members or to a trust established for the exclusive benefit of Optionee and/or one or more such Family Members. The assigned portion shall be exercisable only by the person or persons who acquire a proprietary interest in the option pursuant to such assignment. The terms applicable to the assigned portion shall be the same as those in effect for this option immediately prior to such assignment.

(c) Prior to the date the Corporation first becomes subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, this option, together with the underlying unexercised Option Shares, shall not be the subject of any short position, put equivalent position (as such term is defined in Rule 16a-1(h) under the 1934 Act) or call equivalent position (as such term is defined Rule 16a-1(b) of the 1934 Act).

(d) Except as otherwise provided in Paragraph 3(a) or 3(b), until the date the Corporation first becomes subject to the reporting requirements of Section 13 or 15(d) of the 1934 Act, this option, together with the underlying unexercised Option Shares, shall not be the subject of any pledges, gifts, hypothecations or other transfers, other than pursuant to the Corporation's repurchase rights or in connection with a Change in Control in which this option, together with all other options outstanding under the Plan at such time, shall terminate and cease to be outstanding.

4. **Dates of Exercise**. This option shall become exercisable for the Option Shares in one or more installments as specified in the Grant Notice. As the option becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the option term under Paragraph 5 or 6.

5. **Cessation of Service**. The option term specified in Paragraph 2 shall terminate (and this option shall cease to be outstanding) prior to the Expiration Date should any of the following provisions become applicable:

(a) Should Optionee cease to remain in Service for any reason (other than death, Disability or Misconduct) while this option is outstanding, then Optionee (or any person or persons to whom this option is transferred pursuant to a permitted transfer under Paragraph 3) shall have a period of three (3) months (commencing with the date of such cessation of Service) during which to exercise this option, but in no event shall this option be exercisable at any time after the Expiration Date.

(b) Should Optionee die while this option is outstanding, then the personal representative of Optionee's estate or the person or persons to whom the option is transferred pursuant to Optionee's will or the laws of inheritance following Optionee's death or, if applicable, the person to whom the option is transferred during Optionee's lifetime pursuant to a permitted transfer under Paragraph 3 shall have the right to exercise this option. However, if Optionee dies while holding this option and has an effective beneficiary designation in effect for this option at the time of his or her death, then the designated beneficiary or beneficiaries shall have the exclusive right to exercise this option following Optionee's death. Any such right to exercise this option shall lapse, and this option shall cease to be outstanding, upon the earlier of (i) the expiration of the twelve (12)-month period measured from the date of Optionee's death or (ii) the Expiration Date.

(c) Should Optionee cease Service by reason of Disability while this option is outstanding, then Optionee (or any person or persons to whom this option is transferred pursuant to a permitted transfer under Paragraph 3) shall have a period of twelve (12) months (commencing with the date of such cessation of Service) during which to exercise this option. In no event shall this option be exercisable at any time after the Expiration Date.

Note: Exercise of this option on a date later than three (3) months following cessation of Service due to Disability will result in loss of favorable Incentive Option treatment, unless such Disability constitutes Permanent Disability. In the event that Incentive Option treatment is not available, this option will be taxed as a Non-Statutory Option upon exercise.

(d) During the limited period of post-Service exercisability, this option may not be exercised in the aggregate for more than the number of Option Shares in which Optionee is, at the time of Optionee's cessation of Service, vested and exercisable pursuant to the Exercise Schedule specified in the Grant Notice or the special vesting acceleration provisions of Paragraph 6. No additional Option Shares shall vest and become exercisable, whether pursuant to the normal Exercise Schedule specified in the Grant Notice or the special vesting acceleration provisions of Paragraph 6, following Optionee's cessation of Service, except to the extent (if any) specifically authorized by the Plan Administrator pursuant to an express written agreement with Optionee. Upon the expiration of such limited exercise period or (if earlier) upon the Expiration Date, this option shall terminate and cease to be outstanding for any Option Shares for which the option has not been exercised.

(e) Should Optionee's Service be terminated for Misconduct or should Optionee otherwise engage in Misconduct while this option is outstanding, then this option shall terminate immediately and cease to remain outstanding.

6. **Change in Control**.

(a) Should a Change in Control occur during Optionee's period of Service, then the Option Shares at the time subject to this option, as determined by the Plan Administrator in its sole discretion, may be (i) assumed by the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction or (ii) replaced with a cash retention program of the successor corporation which preserves the spread existing on the unvested Option Shares at the time of the Change in Control (the excess of the Fair Market Value of those Option Shares over the Exercise Price payable for such shares) and provides for subsequent payout of that spread in accordance with the same Exercise Schedule applicable to those unvested Option Shares as set forth in the Grant Notice. Notwithstanding the foregoing, no such cash retention program shall be established for this option (or any other option granted to Optionee under the Plan) to the extent such program would otherwise be deemed to constitute a deferred compensation arrangement subject to the requirements of Code Section 409A and the Treasury Regulations thereunder. Any escrow, holdback, earn-out or similar provisions in the agreement effecting the Change in Control may apply to a cash retention program described in clause (ii) above to the same extent and in the same manner as such provisions apply to a holder of a share of Common Stock, as determined by the Plan Administrator.

(b) If this option is not assumed, continued or replaced in accordance with Section 6(a) this option shall, immediately prior to the effective date of the Change in Control, become vested and exercisable for an additional twenty-five percent (25%) of the number of Option Shares which are not then vested and exercisable pursuant to the Exercise Schedule specified in the Grant Notice, and may be exercised for any or all of those shares as fully-vested shares of Common Stock. If this option, as so accelerated, remains outstanding at the time of a Change in Control, Optionee shall be entitled to receive, upon consummation of the Change in Control, a cash payment in an amount equal to the spread existing on the Option Shares that are vested and exercisable at the time of the Change in Control (the excess of the Fair Market Value of those shares over the aggregate exercise price payable for such shares), if any. However, the option shall be subject to cancellation and termination, without cash payment or other consideration due the award holder for any Option Shares in which Optionee is not then vested and exercisable pursuant to the Exercise Schedule specified in the Grant Notice or the special vesting acceleration provisions of this Paragraph 6(b). The option shall also be subject to cancellation

and termination in its entirety, without cash payment or other consideration due the award holder, if the Fair Market Value per share of Common Stock on the date of such Change in Control is less than the per share exercise price in effect for such option. Any escrow, holdback, earn-out or similar provisions in the agreement effecting the Change in Control shall apply to any such cash payment to the same extent and in the same manner as such provisions apply to a holder of a share of Common Stock.

(c) Immediately following the Change in Control, this option shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction.

(d) If this option is assumed in connection with a Change in Control or otherwise continued in effect, then this option shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities which would have been issuable to Optionee in consummation of such Change in Control had the option been exercised immediately prior to such Change in Control, and appropriate adjustments shall also be made to the Exercise Price, provided the aggregate Exercise Price shall remain the same. To the extent that the actual holders of the Corporation's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the Plan Administrator may, in its sole discretion, provide in the document evidencing the Change in Control that the successor corporation (or parent thereof) shall, in connection with the assumption or continuation of this option, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

(e) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares**. In the event of any of the following transactions affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration: any stock split, stock dividend, spin-off transaction, extraordinary distribution (whether in cash, securities or other property), recapitalization, combination of shares, exchange of shares or other similar transaction affecting the Common Stock without the Corporation's receipt of consideration or in the event of a substantial reduction to the value of the outstanding shares of Common Stock as a result of a spin-off transaction or extraordinary distribution, then equitable adjustments shall be made to (i) the total number and/or class of securities subject to this option and (ii) the Exercise Price. The adjustments shall be made by the Plan Administrator in such manner as the Plan Administrator deems appropriate in order to reflect such change, and those adjustments shall be final, binding and conclusive.

8. **Stockholder Rights**. The holder of this option shall not have any stockholder rights with respect to the Option Shares until such person shall have exercised the option, paid the Exercise Price and become the record holder of the purchased shares.

9. **Manner of Exercising Option**.

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Corporation a Purchase Agreement for the Option Shares for which the option is exercised.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check made payable to the Corporation; or

(B) a promissory note payable to the Corporation, but only to the extent authorized by the Plan Administrator in accordance with Paragraph 14.

Should the Common Stock be registered under Section 12 of the 1934 Act at the time the option is exercised, then the Exercise Price may also be paid as follows:

(C) in shares of Common Stock valued at Fair Market Value on the Exercise Date and held by Optionee (or any other person or persons exercising the option) for the period (if any) necessary to avoid a charge to the Corporation's earnings for financial reporting purposes; or

(D) through a special sale and remittance procedure pursuant to which Optionee (or any other person or persons exercising the option) shall concurrently provide irrevocable instructions (a) to a brokerage firm (reasonably satisfactory to the Corporation for purposes of administering such procedure in compliance with any applicable pre-clearance or pre-notification requirements) to effect the immediate sale of the purchased shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purchased shares plus all applicable income and employment taxes required to be withheld by the Corporation by reason of such exercise and (b) to the Corporation to deliver the certificates for the purchased shares directly to such brokerage firm on such settlement date in order to complete the sale.

Except to the extent the sale and remittance procedure is utilized in connection with the option exercise, payment of the Exercise Price must accompany the Purchase Agreement delivered to the Corporation in connection with the option exercise.

(iii) Furnish to the Corporation appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Execute and deliver to the Corporation such written representations as may be requested by the Corporation in order for it to comply with the applicable requirements of applicable securities laws.

(v) Make appropriate arrangements with the Corporation (or Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all applicable income and employment tax withholding requirements applicable to the option exercise.

(b) As soon as practical after the Exercise Date, the Corporation shall issue to or on behalf of Optionee (or any other person or persons exercising this option) a certificate for the purchased Option Shares, with the appropriate legends affixed thereto.

(c) In no event may this option be exercised for any fractional shares.

10. **RIGHTS OF FIRST REFUSAL. ALL OPTION SHARES ACQUIRED UPON THE EXERCISE OF THIS OPTION SHALL BE SUBJECT TO CERTAIN RIGHTS OF FIRST REFUSAL IN FAVOR OF THE CORPORATION AND ITS ASSIGNS, AS SPECIFIED IN THE PURCHASE AGREEMENT.**

11. **Compliance with Laws and Regulations**.

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Corporation and Optionee with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such exercise and issuance.

(b) The inability of the Corporation to obtain approval from any regulatory body having authority deemed by the Corporation to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Corporation of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Corporation, however, shall use its best efforts to obtain all such approvals.

12. **Successors and Assigns**. Except to the extent otherwise provided in Paragraphs 3 and 6, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and Optionee, Optionee's assigns and the legal representatives, heirs and legatees of Optionee's estate.

13. **Notices**. Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated below Optionee's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

14. **Financing**. The Plan Administrator may, in its absolute discretion and without any obligation to do so, permit Optionee to pay the Exercise Price for the purchased Option Shares by delivering a full-recourse promissory note bearing interest at a market rate and secured by those Option Shares. The payment schedule in effect for any such promissory note shall be established by the Plan Administrator in its sole discretion.

15. **Construction**. This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. All decisions of the Plan Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

16. **Governing Law**. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that state's conflict-of-laws rules.

17. **Stockholder Approval**. If the Option Shares covered by this Agreement exceed, as of the Grant Date, the number of shares of Common Stock which may be issued under the Plan as last approved by the stockholders, then this option shall be void with respect to such excess shares, unless stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock issuable under the Plan is obtained in accordance with the provisions of the Plan.

18. **Code 409A Waiver and Release.**

(a) Optionee hereby agrees and acknowledges that the Board has taken reasonable steps to value the Common Stock and to set the Exercise Price at the Fair Market Value per share of Common Stock on the Grant Date so that the option will not be treated as an item of deferred compensation subject to Code Section 409A. However, because the Common Stock is not readily tradable on an established securities market, there can be no assurance that the Exercise Price is at least equal to the Fair Market Value per share of Common Stock on the Grant Date. Were the Internal Revenue Service to conclude that the Exercise Price is in fact less than such Fair Market Value and that the option is accordingly subject to Code Section 409A, then Optionee would be subject to the following adverse tax consequences:

(i) As the option vests in accordance with the Exercise Schedule, Optionee would immediately recognize taxable income for federal income tax purposes equal to the amount by which the Fair Market Value of the Option Shares which vest at that time exceeds the Exercise Price payable for those shares. The Corporation would also have to collect from Optionee the federal income and employment taxes which must be withheld on that income. Taxation would occur in this manner even though the option remains unexercised.

(ii) Optionee may also be subject to additional income taxation and withholding taxes on any subsequent increases to the Fair Market Value of the Option Shares purchasable under the vested option until the option is exercised or cancelled as to those Option Shares.

(iii) In addition to normal income taxes payable as the option vests, Optionee would also be subject to an additional tax penalty equal to 20% of the amount of income Optionee recognizes under Code Section 409A when the option vests and may also be subject to such penalty as the underlying Option Shares subsequently increase in Fair Market Value over the period the option continues to remain outstanding.

(iv) There will also be interest penalties if the resulting taxes are not paid on a timely basis.

(b) Optionee hereby further agrees and acknowledges that Optionee may incur the same or similar tax consequences, including (without limitation) a second penalty tax, under state income tax laws. Optionee accepts the risk of any unfavorable tax consequences under applicable state laws to options granted with an Exercise Price less than the Fair Market Value of the Option Shares on the Grant Date.

(c) Optionee hereby agrees to bear the entire risk of such adverse federal and state tax consequences in the event the option is deemed to be subject to Code Section 409A and hereby knowingly and voluntarily, in consideration for the grant of the option, waives and releases any and all claims or causes of action that Optionee might otherwise have against the Corporation and/or its Board, officers, employees or stockholders arising from or relating to the tax treatment of the option under Code Section 409A and the corresponding provisions of any applicable state income tax laws and shall not seek any indemnification or other recovery of damages against the Corporation and/or its Board, officers, employees or stockholders with respect to any adverse federal and state tax consequences or other related costs and expenses Optionee may in fact incur under Code Section 409A (or the corresponding provisions of state income tax laws) as a result of the option.

19. **Additional Terms Applicable to an Incentive Option**. In the event this option is designated an Incentive Option in the Grant Notice, the following terms and conditions shall also apply to the grant:

(a) This option shall cease to qualify for favorable tax treatment as an Incentive Option if (and to the extent) this option is exercised for one or more Option Shares: (i) more than three (3) months after the date Optionee ceases to be an Employee for any reason other than death or Permanent Disability or (ii) more than twelve (12) months after the date Optionee ceases to be an Employee by reason of Permanent Disability.

(b) This option shall not become exercisable in the calendar year in which granted if (and to the extent) the aggregate Fair Market Value (determined at the Grant Date) of the Common Stock for which this option would otherwise first become exercisable in such calendar year would, when added to the aggregate value (determined as of the respective date or dates of grant) of the Common Stock and any other securities for which one or more other Incentive Options granted to Optionee prior to the Grant Date (whether under the Plan or any other option plan of the Corporation or any Parent or Subsidiary) first become exercisable during the same calendar year, exceed One Hundred Thousand Dollars ($100,000) in the aggregate. To the extent the exercisability of this option is deferred by reason of the foregoing limitation, the deferred portion shall become exercisable in the first calendar year or years thereafter in which the One Hundred Thousand Dollar ($100,000) limitation of this Paragraph 19(b) would not be contravened, but such deferral shall in all events end immediately prior to the effective date of a Change in Control in which this option is not to be assumed or otherwise continued in effect, whereupon the option shall become immediately exercisable as a Non-Statutory Option for the deferred portion of the Option Shares.

(c) Should Optionee hold, in addition to this option, one or more other options to purchase Common Stock which become exercisable for the first time in the same calendar year as this option, then for purposes of the foregoing limitations on the exercisability of such options as Incentive Options, this option and each of those other options shall be deemed to become first exercisable in that calendar year on the basis of the chronological order in which they were granted, except to the extent otherwise provided under applicable law or regulation.

APPENDIX

The following definitions shall be in effect under the Agreement:

A. **Agreement** shall mean this Stock Option Agreement.

B. **Board** shall mean the Corporation's Board of Directors.

C. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Corporation's stockholders,unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets in liquidation or dissolution of the Corporation, or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders.

In no event shall any public offering of the Corporation's securities be deemed to constitute a Change in Control.

D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Common Stock** shall mean the Corporation's common stock.

F. **Corporation** shall mean Veritone, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Veritone, Inc. which shall by appropriate action assume this option.

G. **Disability** shall mean the inability of Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and shall be determined by the Plan Administrator on the basis of such medical evidence as the Plan Administrator deems warranted under the circumstances. Disability shall be deemed to constitute **Permanent Disability** in the event that such Disability is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9 of the Agreement.

J. **Exercise Price** shall mean the exercise price payable per Option Share as specified in the Grant Notice.

K. **Exercise Schedule** shall mean the Exercise Schedule specified in the Grant Notice pursuant to which Optionee is to vest in the Option Shares in a series of installments over his or her period of Service.

L. **Expiration Date** shall mean the date on which the option expires as specified in the Grant Notice.

M. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global or Global Select Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as the price is reported by the National Association of Securities Dealers for that particular Stock Exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) If the Common Stock is not at the time listed on any Stock Exchange, then the Fair Market Value shall be determined by the Plan Administrator through the reasonable application of a reasonable valuation method that takes into account the applicable valuation factors set forth in the Treasury Regulations issued under Section 409A of the Code; provided, however, that if the option is designated as an Incentive Option in the Grant Notice, then such Fair Market Value shall be determined in accordance with the standards of Section 422 and the applicable Treasury Regulations thereunder.

N. **Family Member** shall mean any of the following members of Optionee's family: any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

O. **Grant Date** shall mean the date of grant of the option as specified in the Grant Notice.

P. **Grant Notice** shall mean the Notice of Grant of Stock Option accompanying the Agreement, pursuant to which Optionee has been informed of the basic terms of the option evidenced hereby.

Q. **Incentive Option** shall mean an option which satisfies the requirements of Code Section 422.

R. **Misconduct** shall mean the commission of any act of fraud, embezzlement or dishonesty by Optionee, any unauthorized use or disclosure by Optionee of confidential information or trade secrets of the Corporation (or any Parent or Subsidiary), or any other intentional misconduct by Optionee adversely affecting the business or affairs of the Corporation (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Parent or Subsidiary) to discharge or dismiss Optionee or any other person in the Service of the Corporation (or any Parent or Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan or this Agreement, to constitute grounds for termination for Misconduct.

S. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended.

T. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

U. **Option Shares** shall mean the number of shares of Common Stock subject to the option.

V. **Optionee** shall mean the person to whom the option is granted as specified in the Grant Notice.

W. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

X. **Plan** shall mean the Corporation's 2014 Stock Option/Stock Issuance Plan.

Y. **Plan Administrator** shall mean either the Board or a committee of the Board acting in its capacity as administrator of the Plan.

Z. **Purchase Agreement** shall mean the stock purchase agreement in substantially the form of Exhibit C to the Grant Notice.

AA. **Service** shall mean Optionee's performance of services for the Corporation (or any Parent or Subsidiary, whether now existing or subsequently established) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. For purposes of this Agreement, Optionee shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Optionee no longer performs services in any of the foregoing

capacities for the Corporation or any Parent or Subsidiary or (ii) the entity for which Optionee is performing such services ceases to remain a Parent or Subsidiary of the Corporation, even though Optionee may subsequently continue to perform active services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation; provided, however, that should such leave of absence exceed three (3) months, then for purposes of determining the period within which the Option (if designated as an Incentive Option in the Grant Notice) may be exercised as such an Incentive Option under the federal tax laws, Optionee's Service shall be deemed to cease on the first day immediately following the expiration of such three (3)-month period, unless Optionee is provided with the right to return to Service following such leave either by statute or by written contract. Except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period Optionee is on a leave of absence.

BB. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

CC. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

EXHIBIT B

STOCK PURCHASE AGREEMENT
(attached hereto)

VERITONE, INC.

STOCK PURCHASE AGREEMENT

AGREEMENT made this __ day of _____, 20__ by and between Veritone, Inc., a Delaware corporation, and _____, Optionee under the Corporation's 2014 Stock Option/Stock Issuance Plan.

All capitalized terms in this Agreement shall have the meaning assigned to them in this Agreement or in the attached Appendix.

A. **EXERCISE OF OPTION**

1. **Exercise**. Optionee hereby purchases _____ shares of Common Stock (the "Purchased Shares") pursuant to that certain option (the "Option") granted to Optionee on _____, ____ (the "Grant Date") to purchase up to _____ shares of Common Stock (the "Option Shares") under the Plan at the exercise price of $_____ per share (the "Exercise Price").

2. **Payment**. Concurrently with the delivery of this Agreement to the Corporation, Optionee shall pay the Exercise Price for the Purchased Shares in accordance with the provisions of the Option Agreement and shall deliver whatever additional documents may be required by the Option Agreement as a condition for exercise.

3. **Stockholder Rights**. Until such time as the Corporation exercises the Repurchase Right or the First Refusal Right, Optionee (or any successor in interest) shall have all the rights of a stockholder (including voting, dividend and liquidation rights) with respect to the Purchased Shares, subject, however, to the transfer restrictions set forth herein.

B. **SECURITIES LAW COMPLIANCE**

1. **Restricted Securities**. The Purchased Shares have not been registered under the 1933 Act and are being issued to Optionee in reliance upon the exemption from such registration provided by SEC Rule 701 for stock issuances under compensatory benefit plans such as the Plan. Optionee hereby confirms that Optionee has been informed that the Purchased Shares are restricted securities under the 1933 Act and may not be resold or transferred unless the Purchased Shares are first registered under the Federal securities laws or unless an exemption from such registration is available. Accordingly, Optionee hereby acknowledges that Optionee is acquiring the Purchased Shares for investment purposes only and not with a view to resale and is prepared to hold the Purchased Shares for an indefinite period and that Optionee is aware that SEC Rule 144 issued under the 1933 Act which exempts certain resales of unrestricted securities is not presently available to exempt the resale of the Purchased Shares from the registration requirements of the 1933 Act.

2. **Restrictions on Disposition of Purchased Shares**. Optionee shall make no disposition of the Purchased Shares (other than a Permitted Transfer) unless and until there is compliance with all of the following requirements:

(i) Optionee shall have provided the Corporation with a written summary of the terms and conditions of the proposed disposition.

(ii) Optionee shall have complied with all requirements of this Agreement applicable to the disposition of the Purchased Shares.

(iii) Optionee shall have provided the Corporation with written assurances, in form and substance satisfactory to the Corporation, that (a) the proposed disposition does not require registration of the Purchased Shares under the 1933 Act or (b) all appropriate action necessary for compliance with the registration requirements of the 1933 Act or any exemption from registration available under the 1933 Act (including Rule 144) has been taken.

The Corporation shall not be required (i) to transfer on its books any Purchased Shares which have been sold or transferred in violation of the provisions of this Agreement or (ii) to treat as the owner of the Purchased Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom the Purchased Shares have been transferred in contravention of this Agreement.

3. **Restrictive Legends**. The stock certificates for the Purchased Shares shall be endorsed with one or more of the following restrictive legends:

"The shares represented by this certificate have not been registered under the Securities Act of 1933. The shares may not be sold or offered for sale in the absence of (a) an effective registration statement for the shares under such Act, (b) a 'no action' letter of the Securities and Exchange Commission with respect to such sale or offer or (c) satisfactory assurances to the Corporation that registration under such Act is not required with respect to such sale or offer."

"The shares represented by this certificate are subject to certain repurchase rights and rights of first refusal granted to the Corporation and accordingly may not be sold, assigned, transferred, encumbered, or in any manner disposed of except in conformity with the terms of a written agreement dated _____, 20__ between the Corporation and the registered holder of the shares (or the predecessor in interest to the shares). A copy of such agreement is maintained at the Corporation's principal corporate offices."

C. **TRANSFER RESTRICTIONS**

1. **Restriction on Transfer**. Except for any Permitted Transfer, Optionee shall not transfer, assign, encumber or otherwise dispose of any of the Purchased Shares which are subject to the Repurchase Right. In addition, Purchased Shares which are released from the Repurchase Right shall not be transferred, assigned, encumbered or otherwise disposed of in contravention of the First Refusal Right or the Market Stand-Off.

2. **Transferee Obligations**. Each person (other than the Corporation) to whom the Purchased Shares are transferred by means of a Permitted Transfer must, as a

condition precedent to the validity of such transfer, acknowledge in writing to the Corporation that such person is bound by the provisions of this Agreement and that the transferred shares are subject to (i) the Repurchase Right, (ii) the First Refusal Right and (iii) the Market Stand-Off, to the same extent such shares would be so subject if retained by Optionee.

3. **Market Stand-Off**.

(a) In connection with any underwritten public offering by the Corporation of its equity securities pursuant to an effective registration statement filed under the 1933 Act, including the Corporation's initial public offering, Owner shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to, any Purchased Shares without the prior written consent of the Corporation or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Corporation or such underwriters. In no event, however, shall such period exceed the greater of: (a) one hundred eighty (180) days, or (b) if required by such underwriter, such longer period of time as is necessary to enable the underwriter to issue a research report, analyst recommendation or opinion in accordance with the then-applicable rules and regulations of the Financial Regulatory Authority, Inc. and the applicable stock exchange, but in no event in excess of two hundred ten (210) days following the effective date of the registration statement relating to such offering. The Market Stand-Off shall in no event be applicable to any underwritten public offering effected more than two (2) years after the effective date of the Corporation's initial public offering.

(b) Owner shall be subject to the Market Stand-Off provided and only if the officers and directors of the Corporation are also subject to similar restrictions.

(c) Any new, substituted or additional securities which are by reason of any Recapitalization or Reorganization distributed with respect to the Purchased Shares shall be immediately subject to the Market Stand-Off, to the same extent the Purchased Shares are at such time covered by such provisions.

(d) In order to enforce the Market Stand-Off, the Corporation may impose stop-transfer instructions with respect to the Purchased Shares until the end of the applicable stand-off period.

D. **REPURCHASE RIGHT**

1. **Grant**. If Optionee ceases for any reason to remain in Service for two years following the Grant Date, the Corporation shall have the right (the "Repurchase Right"), exercisable at any time during the ninety (90)-day period following Optionee's cessation of Service, to repurchase at the Repurchase Price any or all of the Purchased Shares.

2. **Exercise of the Repurchase Right**. The Repurchase Right shall be exercisable by written notice delivered to each Owner of the Purchased Shares prior to the expiration of the ninety (90)-day exercise period. The notice shall indicate the number of

Purchased Shares to be repurchased, the Repurchase Price to be paid per share and the date on which the repurchase is to be effected, such date to be not more than thirty (30) days after the date of such notice. The certificates representing the Purchased Shares to be repurchased shall be delivered to the Corporation on the closing date specified for the repurchase. Concurrently with the receipt of such stock certificates, the Corporation shall pay to Owner, in cash or cash equivalents (including the cancellation of any purchase-money indebtedness), an amount equal to the Repurchase Price for the Purchased Shares which are to be repurchased from Owner.

3. **Termination of the Repurchase Right**. The Repurchase Right shall terminate with respect to any Purchased Shares for which it is not timely exercised under Paragraph D.2. In addition, the Repurchase Right shall terminate and cease to be exercisable upon the ***earliest*** to occur of (i) the first date on which shares of the Common Stock are held of record by more than five hundred (500) persons, (ii) a determination is made by the Board that a public market exists for the outstanding shares of Common Stock, or (iii) a firm commitment underwritten public offering, pursuant to an effective registration statement under the 1933 Act, covering the offer and sale of the Common Stock in the aggregate amount of at least twenty million dollars ($20,000,000). All Purchased Shares as to which the Repurchase Right lapses shall, however, remain subject to (i) the First Refusal Right and (ii) the Market Stand-Off.

4. **Recapitalization**. Any new, substituted or additional securities or other property (including cash paid other than as a regular cash dividend) which is by reason of any Recapitalization distributed with respect to the Purchased Shares shall be immediately subject to the Repurchase Right and any escrow requirements hereunder, but only to the extent the Purchased Shares are at the time covered by such right or escrow requirements. Appropriate adjustments to reflect such distribution shall be made to the number and/or class of Purchased Shares subject to this Agreement in order to reflect the effect of any such Recapitalization upon the Corporation's capital structure.

5. **Change in Control**.

(a) In the event of a Change in Control, the Plan Administrator in its sole discretion may determine that the Repurchase Right (i) is to be assigned to the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction, (ii) is to be terminated, or (iii) is to be exercised on such terms as determined by the Plan Administrator.

(b) To the extent the Repurchase Right remains in effect following a Change in Control, such right shall apply to any new securities or other property (including any cash payments) received in exchange for the Purchased Shares in consummation of the Change in Control, but only to the extent the Purchased Shares are at the time covered by such right.

E. **RIGHT OF FIRST REFUSAL**

1. **Grant**. The Corporation is hereby granted the right of first refusal (the "First Refusal Right"), exercisable in connection with any proposed transfer of the Purchased Shares in which the Repurchase Right has lapsed in accordance with the provisions of Article D.

For purposes of this Article E, the term "transfer" shall include any sale, assignment, pledge, encumbrance or other disposition of the Purchased Shares intended to be made by Owner, but shall not include any Permitted Transfer.

2. **Notice of Intended Disposition**. In the event any Owner of Purchased Shares desires to accept a bona fide third-party offer for the transfer of any or all of such shares (the Purchased Shares subject to such offer to be hereinafter referred to as the "Target Shares"), Owner shall promptly (i) deliver to the Corporation written notice (the "Disposition Notice") of the terms of the offer, including the purchase price and the identity of the third-party offeror, and (ii) provide satisfactory proof that the disposition of the Target Shares to such third-party offeror would not be in contravention of the provisions set forth in Articles B and C.

3. **Exercise of the First Refusal Right**. The Corporation shall, for a period of twenty-five (25) days following receipt of the Disposition Notice, have the right to repurchase any or all of the Target Shares subject to the Disposition Notice upon the same terms as those specified therein or upon such other terms (not materially different from those specified in the Disposition Notice) to which Owner consents. Such right shall be exercisable by delivery of written notice (the "Exercise Notice") to Owner prior to the expiration of the twenty-five (25)-day exercise period. If such right is exercised with respect to all the Target Shares, then the Corporation shall effect the repurchase of such shares, including payment of the purchase price, not more than five (5) business days after delivery of the Exercise Notice; and at such time the certificates representing the Target Shares shall be delivered to the Corporation.

Should the purchase price specified in the Disposition Notice be payable in property other than cash or evidences of indebtedness, the Corporation shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If Owner and the Corporation cannot agree on such cash value within ten (10) days after the Corporation's receipt of the Disposition Notice, the valuation shall be made by an appraiser of recognized standing selected by Owner and the Corporation or, if they cannot agree on an appraiser within twenty (20) days after the Corporation's receipt of the Disposition Notice, each shall select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by Owner and the Corporation. The closing shall then be held on the later of (i) the fifth (5th) business day following delivery of the Exercise Notice or (ii) the fifth (5th) business day after such valuation shall have been made.

4. **Non-Exercise of the First Refusal Right**. In the event the Exercise Notice is not given to Owner prior to the expiration of the twenty-five (25)-day exercise period, Owner shall have a period of thirty (30) days thereafter in which to sell or otherwise dispose of the Target Shares to the third-party offeror identified in the Disposition Notice upon terms (including the purchase price) no more favorable to such third-party offeror than those specified in the Disposition Notice; provided, however, that any such sale or disposition must not be effected in contravention of the provisions of Articles B and C. The third-party offeror shall acquire the Target Shares subject to the First Refusal Right and the provisions and restrictions of Article B and Paragraph C.3, and any subsequent disposition of the acquired shares must be effected in compliance with the terms and conditions of such First Refusal Right and the

provisions and restrictions of Article B and Paragraph C.3. In the event Owner does not effect such sale or disposition of the Target Shares within the specified thirty (30)-day period, the First Refusal Right shall continue to be applicable to any subsequent disposition of the Target Shares by Owner until such right lapses.

5. **Partial Exercise of the First Refusal Right**. In the event the Corporation makes a timely exercise of the First Refusal Right with respect to a portion, but not all, of the Target Shares specified in the Disposition Notice, Owner shall have the option, exercisable by written notice to the Corporation delivered within five (5) business days after Owner's receipt of the Exercise Notice, to effect the sale of the Target Shares pursuant to either of the following alternatives:

(i) sale or other disposition of all the Target Shares to the third-party offeror identified in the Disposition Notice, but in full compliance with the requirements of Paragraph E.4, as if the Corporation did not exercise the First Refusal Right; or

(ii) sale to the Corporation of the portion of the Target Shares which the Corporation has elected to purchase, such sale to be effected in substantial conformity with the provisions of Paragraph E.3. The First Refusal Right shall continue to be applicable to any subsequent disposition of the remaining Target Shares until such right lapses.

Owner's failure to deliver timely notification to the Corporation shall be deemed to be an election by Owner to sell the Target Shares pursuant to alternative (i) above.

6. **Recapitalization/Reorganization**.

(a) Any new, substituted or additional securities or other property which is by reason of any Recapitalization distributed with respect to the Purchased Shares shall be immediately subject to the First Refusal Right, but only to the extent the Purchased Shares are at the time covered by such right.

(b) In the event of a Reorganization, the First Refusal Right shall remain in full force and effect and shall apply to the new capital stock or other property received in exchange for the Purchased Shares in consummation of the Reorganization, but only to the extent the Purchased Shares are at the time covered by such right.

7. **Lapse**. The First Refusal Right shall lapse upon the earliest to occur of (i) the first date on which shares of the Common Stock are held of record by more than five hundred (500) persons, (ii) a determination made by the Board that a public market exists for the outstanding shares of Common Stock or (iii) a firm commitment underwritten public offering, pursuant to an effective registration statement under the 1933 Act, covering the offer and sale of the Common Stock in the aggregate amount of at least twenty million dollars ($20,000,000). However, the Market Stand-Off shall continue to remain in full force and effect following the lapse of the First Refusal Right.

F. **GENERAL PROVISIONS**

1. **Assignment**. The Corporation may assign the Repurchase Right and/or the First Refusal Right to any person or entity selected by the Board, including (without limitation) one or more stockholders of the Corporation.

2. **At Will Employment**. Nothing in this Agreement or in the Plan shall confer upon Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining Optionee) or of Optionee, which rights are hereby expressly reserved by each, to terminate Optionee's Service at any time for any reason, with or without cause.

3. **Notices**. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice at the address indicated below such party's signature line on this Agreement or at such other address as such party may designate by ten (10) days advance written notice under this paragraph to all other parties to this Agreement.

4. **No Waiver**. The failure of the Corporation in any instance to exercise the Repurchase Right or the First Refusal Right shall not constitute a waiver of any other repurchase rights and/or rights of first refusal that may subsequently arise under the provisions of this Agreement or any other agreement between the Corporation and Optionee. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

5. **Cancellation of Shares**. If the Corporation shall make available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Purchased Shares to be repurchased in accordance with the provisions of this Agreement (including pursuant to the Repurchase Right or the First Refusal Right), then from and after such time, the person from whom such shares are to be repurchased shall no longer have any rights as a holder of such shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such shares shall be deemed purchased in accordance with the applicable provisions hereof, and the Corporation shall be deemed the owner and holder of such shares, whether or not the certificates therefor have been delivered as required by this Agreement.

G. **MISCELLANEOUS PROVISIONS**

1. **Optionee Undertaking**. Optionee hereby agrees to take whatever additional action and execute whatever additional documents the Corporation may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Optionee or the Purchased Shares pursuant to the provisions of this Agreement.

2. **Agreement is Entire Contract**. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan.

3. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without resort to that state's conflict-of-laws rules.

4. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Successors and Assigns**. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and upon Optionee, Optionee's permitted assigns and the legal representatives, heirs and legatees of Optionee's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

VERITONE, INC.

By: _____
Name: _____
Title: _____

_____
OPTIONEE NAME:

Address: _____
_____

SPOUSAL ACKNOWLEDGMENT

The undersigned spouse of Optionee has read and hereby approves the foregoing Stock Purchase Agreement. In consideration of the Corporation's granting Optionee the right to acquire the Purchased Shares in accordance with the terms of such Agreement, the undersigned hereby agrees to be irrevocably bound by all the terms of such Agreement.

SPOUSE NAME:

Address: _____

APPENDIX

The following definitions shall be in effect under the Agreement:

A. **Agreement** shall mean this Stock Purchase Agreement.

B. **Board** shall mean the Corporation's Board of Directors.

C. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Corporation's stockholders,unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets in liquidation or dissolution of the Corporation, or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders.

In no event shall any public offering of the Corporation's securities be deemed to constitute a Change in Control.

D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Common Stock** shall mean the Corporation's common stock.

F. **Corporation** shall mean Veritone, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Veritone, Inc. which shall by appropriate action adopt the Plan.

G. **Disposition Notice** shall have the meaning assigned to such term in Paragraph E.2.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Exercise Price** shall have the meaning assigned to such term in Paragraph A.1.

J. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global or Global Select Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as the price is reported by the National Association of Securities Dealers for that particular Stock Exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) If the Common Stock is not at the time listed on any Stock Exchange, then the Fair Market Value shall be determined by the Plan Administrator through the reasonable application of a reasonable valuation method that takes into account the applicable valuation factors set forth in the Treasury Regulations issued under Section 409A of the Code; provided, however, that if the option is designated as an Incentive Option in the Grant Notice, then such Fair Market Value shall be determined in accordance with the standards of Section 422 and the applicable Treasury Regulations thereunder.

K. **Family Member** shall mean any of the following members of Optionee's family: any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

L. **First Refusal Right** shall mean the right granted to the Corporation in accordance with Article E.

M. **Grant Date** shall have the meaning assigned to such term in Paragraph A.1.

N. **Grant Notice** shall mean the Notice of Grant of Stock Option pursuant to which Optionee has been informed of the basic terms of the Option.

O. **Incentive Option** shall mean an option which satisfies the requirements of Code Section 422.

P. **Market Stand-Off** shall mean the market stand-off restriction specified in Paragraph C.3.

Q. **1933 Act** shall mean the Securities Act of 1933, as amended.

R. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended.

S. **Option** shall have the meaning assigned to such term in Paragraph A.1.

T. **Option Agreement** shall mean all agreements and other documents evidencing the Option.

U. **Optionee** shall mean the person to whom the Option is granted under the Plan.

V. **Owner** shall mean Optionee and all subsequent holders of the Purchased Shares who derive their chain of ownership through a Permitted Transfer from Optionee.

W. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

X. **Permitted Transfer** shall mean (i) a gratuitous transfer of the Purchased Shares to one or more of Optionee's Family Members or to a trust established for Optionee or one or more such Family Members, provided and only if Optionee obtains the Corporation's prior written consent to such transfer, (ii) a transfer of title to the Purchased Shares effected pursuant to Optionee's will or the laws of inheritance following Optionee's death or (iii) a transfer to the Corporation in pledge as security for any purchase-money indebtedness incurred by Optionee in connection with the acquisition of the Purchased Shares.

Y. **Plan** shall mean the Corporation's 2014 Stock Option/Stock Issuance Plan.

Z. **Plan Administrator** shall mean either the Board or a committee of the Board acting in its capacity as administrator of the Plan.

AA. **Purchased Shares** shall have the meaning assigned to such term in Paragraph A.1.

BB. **Recapitalization** shall mean any of the following transactions affecting the Corporation's outstanding Common Stock as a class without the Corporation's receipt of consideration: any stock split, stock dividend, spin-off transaction, extraordinary distribution (whether in cash, securities or other property), recapitalization, combination of shares, exchange of shares or other similar transaction affecting the Common Stock without the Corporation's receipt of consideration.

CC. **Repurchase Price** shall mean the Fair Market Value per share of Common Stock (or any other securities or property being repurchased) on the date of Optionee's cessation of Service (or on the date of the Change in Control in the event the Repurchase Right is exercised in connection with the Change in Control).

DD. **Repurchase Right** shall mean the right granted to the Corporation in accordance with Article D.

EE. **Reorganization** shall mean any of the following transactions:

(i) a merger or consolidation in which the Corporation is not the surviving entity,

(ii) a sale, transfer or other disposition of all or substantially all of the Corporation's assets,

(iii) a reverse merger in which the Corporation is the surviving entity but in which the Corporation's outstanding voting securities are transferred in whole or in part to a person or persons different from the persons holding those securities immediately prior to the merger, or

(iv) any transaction effected primarily to change the state in which the Corporation is incorporated or to create a holding company structure.

FF. **SEC** shall mean the Securities and Exchange Commission.

GG. **Service** shall mean Optionee's performance of services for the Corporation (or any Parent or Subsidiary, whether now existing or subsequently established) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. For purposes of this Agreement, Optionee shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Optionee no longer performs services in any of the foregoing capacities for the Corporation or any Parent or Subsidiary or (ii) the entity for which Optionee is performing such services ceases to remain a Parent or Subsidiary of the Corporation, even though Optionee may subsequently continue to perform active services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation. Except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period Optionee is on a leave of absence.

HH. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

II. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

JJ. **Target Shares** shall have the meaning assigned to such term in Paragraph E.2.

EXHIBIT C

2014 STOCK OPTION/STOCK ISSUANCE PLAN
(attached hereto)

Exhibit 10.3

INSTALLMENT; REPURCHASE RIGHT

VERITONE, INC.

STOCK ISSUANCE AGREEMENT

AGREEMENT made as of this __ day of _____, 20__ by and between Veritone, Inc., a Delaware corporation, and _____, Participant in the Corporation's 2014 Stock Option/Stock Issuance Plan.

All capitalized terms in this Agreement shall have the meaning assigned to them in this Agreement or in the attached Appendix.

A. **PURCHASE OF SHARES**

1. **Purchase**. In consideration of services rendered or to be rendered to the Corporation, the Corporation hereby issues to Participant on _____, 20__ (the "Grant Date") _____ shares of Common Stock (the "Issued Shares") pursuant to the provisions of the Stock Issuance Program.

2. **Escrow**. The Corporation shall have the right to hold the certificates representing any Issued Shares which are subject to the Forfeiture Restriction in escrow.

3. **Stockholder Rights**. Until such time as the shares are forfeited pursuant to the Forfeiture Restriction or the Corporation exercises the Repurchase Right or the First Refusal Right, Participant (or any successor in interest) shall have all stockholder rights (including voting, dividend and liquidation rights) with respect to the Issued Shares, subject, however, to the transfer restrictions of Articles B and C.

B. **SECURITIES LAW COMPLIANCE**

1. **Restricted Securities**. The Issued Shares have not been registered under the 1933 Act and are being issued to Participant in reliance upon the exemption from such registration provided by SEC Rule 701 for stock issuances under compensatory benefit plans such as the Plan. Participant hereby confirms that Participant has been informed that the Issued Shares are restricted securities under the 1933 Act and may not be resold or transferred unless the Issued Shares are first registered under the Federal securities laws or unless an exemption from such registration is available. Accordingly, Participant hereby acknowledges that Participant is acquiring the Issued Shares for investment purposes only and not with a view to resale and is prepared to hold the Issued Shares for an indefinite period and that Participant is aware that SEC Rule 144 issued under the 1933 Act which exempts certain resales of unrestricted securities is not presently available to exempt the resale of the Issued Shares from the registration requirements of the 1933 Act.

2. **Disposition of Issued Shares**. Participant shall make no disposition of the Issued Shares (other than a Permitted Transfer) unless and until there is compliance with all of the following requirements:

(i) Participant shall have provided the Corporation with a written summary of the terms and conditions of the proposed disposition.

(ii) Participant shall have complied with all requirements of this Agreement applicable to the disposition of the Issued Shares.

(iii) Participant shall have provided the Corporation with written assurances, in form and substance satisfactory to the Corporation, that (a) the proposed disposition does not require registration of the Issued Shares under the 1933 Act or (b) all appropriate action necessary for compliance with the registration requirements of the 1933 Act or any exemption from registration available under the 1933 Act (including Rule 144) has been taken.

The Corporation shall not be required (i) to transfer on its books any Issued Shares which have been sold or transferred in violation of the provisions of this Agreement or (ii) to treat as the owner of the Issued Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom the Issued Shares have been transferred in contravention of this Agreement.

3. **Restrictive Legends**. The stock certificates for the Issued Shares shall be endorsed with one or more of the following restrictive legends:

"The shares represented by this certificate have not been registered under the Securities Act of 1933. The shares may not be sold or offered for sale in the absence of (a) an effective registration statement for the shares under such Act, (b) a 'no action' letter of the Securities and Exchange Commission with respect to such sale or offer or (c) satisfactory assurances to the Corporation that registration under such Act is not required with respect to such sale or offer."

"The shares represented by this certificate are subject to certain forfeiture restrictions, repurchase rights and rights of first refusal granted to the Corporation and accordingly may not be sold, assigned, transferred, encumbered, or in any manner disposed of except in conformity with the terms of a written agreement dated _____, 20__, between the Corporation and the registered holder of the shares (or the predecessor in interest to the shares). A copy of such agreement is maintained at the Corporation's principal corporate offices."

C. **TRANSFER RESTRICTIONS**

1. **Restriction on Transfer**. Except for any Permitted Transfer, Participant shall not transfer, assign, encumber or otherwise dispose of any of the Issued Shares which are subject to the Forfeiture Restriction or Repurchase Right. In addition, Issued Shares which are released from the Forfeiture Restriction and Repurchase Right shall not be transferred, assigned, encumbered or otherwise disposed of in contravention of the First Refusal Right or the Market Stand-Off.

2. **Transferee Obligations**. Each person (other than the Corporation) to whom the Issued Shares are transferred by means of a Permitted Transfer must, as a condition precedent to the validity of such transfer, acknowledge in writing to the Corporation that such person is bound by the provisions of this Agreement and that the transferred shares are subject to (i) the Forfeiture Restriction, (ii) the Repurchase Right, (iii) the First Refusal Right and (iv) the Market Stand-Off, to the same extent such shares would be so subject if retained by Participant.

3. **Market Stand-Off**.

(a) In connection with any underwritten public offering by the Corporation of its equity securities pursuant to an effective registration statement filed under the 1933 Act, including the Corporation's initial public offering, Owner shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or otherwise agree

to engage in any of the foregoing transactions with respect to, any Issued Shares without the prior written consent of the Corporation or its underwriters. Such restriction (the "Market Stand-Off") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Corporation or such underwriters. In no event, however, shall such period exceed the greater of: (a) one hundred eighty (180) days, or (b) if required by such underwriter, such longer period of time as is necessary to enable the underwriter to issue a research report, analyst recommendation or opinion in accordance with the then-applicable rules and regulations of the Financial Regulatory Authority, Inc. and the applicable stock exchange, but in no event in excess of two hundred ten (210) days following the effective date of the registration statement relating to such offering. The Market Stand-Off shall in no event be applicable to any underwritten public offering effected more than two (2) years after the effective date of the Corporation's initial public offering.

(b) Owner shall be subject to the Market Stand-Off provided and only if the officers and directors of the Corporation are also subject to similar restrictions.

(c) Any new, substituted or additional securities which are by reason of any Recapitalization or Reorganization distributed with respect to the Issued Shares shall be immediately subject to the Market Stand-Off, to the same extent the Issued Shares are at such time covered by such provisions.

(d) In order to enforce the Market Stand-Off, the Corporation may impose stop-transfer instructions with respect to the Issued Shares until the end of the applicable stand-off period.

D. **FORFEITURE RESTRICTION**

1. **Forfeiture Restriction**. Upon the date Participant ceases for any reason to remain in Service, all of the Issued Shares in which Participant is not, at the time of his or her cessation of Service, vested in accordance with the provisions of the Vesting Schedule set forth in Paragraph D.2 or the special vesting acceleration provisions of Paragraph D.4 (such shares to be hereinafter referred to as the "Unvested Shares") shall thereupon be forfeited immediately and without any further action by the Corporation (the "Forfeiture Restriction"). Upon the occurrence of such a forfeiture, the Corporation shall become the legal and beneficial owner of the Issued Shares forfeited and all rights and interests therein or relating thereto without any payment to Participant, and the Corporation shall have the right to retain and transfer to its own name the number of Issued Shares forfeited by Participant. In the event any of the Unvested Shares are forfeited under this Paragraph D.1, any cash, cash equivalents, assets or securities received by or distributed to Participant with respect to, in exchange for or in substitution of such Issued Shares shall be promptly transferred to the Corporation without payment of any consideration.

2. **Termination of the Forfeiture Restriction**. Subject to the terms and conditions of the Plan and this Agreement, the Forfeiture Restriction shall lapse and cease to apply with respect to any and all Issued Shares in which Participant vests in accordance with the following schedule:

(i) Participant shall vest in twelve and one-half percent (12.5%) of the Issued Shares, and the Forfeiture Restriction shall concurrently lapse with respect to those Issued Shares, upon Participant's completion of six (6) months of Service measured from _____, 20__.

(ii) Participant shall vest in the remaining eighty-seven and one-half percent (87.5%) of the Issued Shares, and the Forfeiture Restriction shall concurrently lapse with respect

to those Issued Shares, in a series of forty-two (42) successive equal monthly installments upon Participant's completion of each additional month of Service over the forty-two (42)-month period measured from the date on which the first twelve and one-half percent (12.5%) of the Issued Shares vests hereunder.

All Issued Shares as to which the Forfeiture Restriction lapses shall, however, remain subject to (i) the Repurchase Right, (ii) the First Refusal Right and (iii) the Market Stand-Off.

3. **Recapitalization**. Any new, substituted or additional securities or other property (including cash paid other than as a regular cash dividend) which is by reason of any Recapitalization distributed with respect to the Issued Shares shall be immediately subject to the Forfeiture Restriction and any escrow requirements hereunder, but only to the extent the Issued Shares are at the time covered by such right or escrow requirements. Appropriate adjustments to reflect such distribution shall be made to the number and/or class of Issued Shares subject to this Agreement and to the Forfeiture Restriction in order to reflect the effect of any such Recapitalization upon the Corporation's capital structure.

4. **Change in Control**.

(a) The right to receive the Issued Shares upon the occurrence of a forfeiture pursuant to the Forfeiture Restriction may be assigned to the successor corporation (or parent thereof) in connection with a Change in Control or the Forfeiture Restriction may otherwise be continued in full force and effect pursuant to the terms of the Change in Control transaction. If the right to receive the Issued Shares upon the occurrence of a forfeiture is not assigned to the successor corporation (or parent thereof) and the Forfeiture Restriction is not otherwise continued in full force and effect, then the Forfeiture Restriction shall automatically terminate immediately prior to the time of the Change in Control with respect to twenty-five percent (25%) of the Issued Shares in which Participant is not then vested in accordance with the provisions of the Vesting Schedule set forth in Paragraph D.2, and the shares of Common Stock subject to the portion of the Forfeiture Restriction that is terminated shall immediately vest in full. Upon consummation of the Change in Control, the Issued Shares in which Participant is not then vested in accordance with the provisions of the Vesting Schedule set forth in Paragraph D.2 or the preceding sentence shall be surrendered and shall cease to be outstanding, except to the extent the right to receive the Issued Shares upon the occurrence of a forfeiture pursuant to the Forfeiture Restriction is assigned to the successor corporation (or parent thereof) or the Forfeiture Restriction is otherwise continued in effect pursuant to the terms of the Change in Control transaction. No amount shall be paid to Participant for the shares of Common Stock that are surrendered.

(b) To the extent the Forfeiture Restriction remains in effect following a Change in Control, such right shall apply to any new securities or other property (including any cash payments) received in exchange for the Issued Shares in consummation of the Change in Control, but only to the extent the Issued Shares are at the time covered by such right. The new securities or other property (including any cash payments) issued or distributed with respect to the Issued Shares in consummation of the Change in Control shall be immediately deposited in escrow with the Corporation (or the successor entity) and shall not be released from escrow until Participant vests in such securities or other property in accordance with the same Vesting Schedule in effect for the Issued Shares.

E. **REPURCHASE RIGHT**

1. **Grant**. If Participant ceases for any reason to remain in Service for two years following the Grant Date, the Corporation shall have the right (the "Repurchase Right"), exercisable at any time during the ninety (90)-day period following Participant's cessation of

Service, to repurchase at the Repurchase Price any or all of the Issued Shares in which Participant is, at the time of his or her cessation of Service, vested in accordance with the provisions of the Vesting Schedule set forth in Paragraph D.2 or the special vesting acceleration provisions of Paragraph D.4 (such shares to be hereinafter referred to as the "Vested Shares").

2. **Exercise of the Repurchase Right**. The Repurchase Right shall be exercisable by written notice delivered to each Owner of the Vested Shares prior to the expiration of the ninety (90)-day exercise period. The notice shall indicate the number of Vested Shares to be repurchased, the Repurchase Price to be paid per share and the date on which the repurchase is to be effected, such date to be not more than thirty (30) days after the date of such notice. The certificates representing the Vested Shares to be repurchased shall be delivered to the Corporation on the closing date specified for the repurchase. Concurrently with the receipt of such stock certificates, the Corporation shall pay to Owner, in cash or cash equivalents (including the cancellation of any purchase-money indebtedness), an amount equal to the Repurchase Price for the Vested Shares which are to be repurchased from Owner.

3. **Termination of the Repurchase Right**. The Repurchase Right shall terminate with respect to any Vested Shares for which it is not timely exercised under Paragraph E.2. In addition, the Repurchase Right shall terminate and cease to be exercisable upon the ***earliest*** to occur of (i) the first date on which shares of the Common Stock are held of record by more than five hundred (500) persons, (ii) a determination is made by the Board that a public market exists for the outstanding shares of Common Stock, or (iii) a firm commitment underwritten public offering, pursuant to an effective registration statement under the 1933 Act, covering the offer and sale of the Common Stock in the aggregate amount of at least twenty million dollars ($20,000,000). All Vested Shares as to which the Repurchase Right lapses shall, however, remain subject to (i) the First Refusal Right and (ii) the Market Stand-Off.

4. **Recapitalization**. Any new, substituted or additional securities or other property (including cash paid other than as a regular cash dividend) which is by reason of any Recapitalization distributed with respect to the Vested Shares shall be immediately subject to the Repurchase Right and any escrow requirements hereunder, but only to the extent the Vested Shares are at the time covered by such right or escrow requirements. Appropriate adjustments to reflect such distribution shall be made to the number and/or class of Vested Shares subject to this Agreement in order to reflect the effect of any such Recapitalization upon the Corporation's capital structure.

5. **Change in Control**.

(a) In the event of a Change in Control, the Plan Administrator in its sole discretion may determine that the Repurchase Right (i) is to be assigned to the successor corporation (or parent thereof) or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction, (ii) is to be terminated, or (iii) is to be exercised on such terms as determined by the Plan Administrator.

(b) To the extent the Repurchase Right remains in effect following a Change in Control, such right shall apply to any new securities or other property (including any cash payments) received in exchange for the Vested Shares in consummation of the Change in Control, but only to the extent the Vested Shares are at the time covered by such right.

F. **RIGHT OF FIRST REFUSAL**

1. **Grant**. The Corporation is hereby granted the right of first refusal (the "First Refusal Right"), exercisable in connection with any proposed transfer of the Issued Shares in which Participant has vested in accordance with the provisions of Article D. For purposes of this Article F, the term "transfer" shall include any sale, assignment, pledge, encumbrance or other disposition of the Issued Shares intended to be made by Owner, but shall not include any Permitted Transfer.

2. **Notice of Intended Disposition**. In the event any Owner of Issued Shares in which Participant has vested desires to accept a bona fide third-party offer for the transfer of any or all of such shares (the Issued Shares subject to such offer to be hereinafter referred to as the "Target Shares"), Owner shall promptly (i) deliver to the Corporation written notice (the "Disposition Notice") of the terms of the offer, including the purchase price and the identity of the third-party offeror, and (ii) provide satisfactory proof that the disposition of the Target Shares to such third-party offeror would not be in contravention of the provisions set forth in Articles B and C.

3. **Exercise of the First Refusal Right**. The Corporation shall, for a period of twenty-five (25) days following receipt of the Disposition Notice, have the right to repurchase any or all of the Target Shares subject to the Disposition Notice upon the same terms as those specified therein or upon such other terms (not materially different from those specified in the Disposition Notice) to which Owner consents. Such right shall be exercisable by delivery of written notice (the "Exercise Notice") to Owner prior to the expiration of the twenty-five (25)-day exercise period. If such right is exercised with respect to all the Target Shares, then the Corporation shall effect the repurchase of such shares, including payment of the purchase price, not more than five (5) business days after delivery of the Exercise Notice; and at such time the certificates representing the Target Shares shall be delivered to the Corporation.

Should the purchase price specified in the Disposition Notice be payable in property other than cash or evidences of indebtedness, the Corporation shall have the right to pay the purchase price in the form of cash equal in amount to the value of such property. If Owner and the Corporation cannot agree on such cash value within ten (10) days after the Corporation's receipt of the Disposition Notice, the valuation shall be made by an appraiser of recognized standing selected by Owner and the Corporation or, if they cannot agree on an appraiser within twenty (20) days after the Corporation's receipt of the Disposition Notice, each shall select an appraiser of recognized standing and the two (2) appraisers shall designate a third appraiser of recognized standing, whose appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by Owner and the Corporation. The closing shall then be held on the later of (i) the fifth (5th) business day following delivery of the Exercise Notice or (ii) the fifth (5th) business day after such valuation shall have been made.

4. **Non-Exercise of the First Refusal Right**. In the event the Exercise Notice is not given to Owner prior to the expiration of the twenty-five (25)-day exercise period, Owner shall have a period of thirty (30) days thereafter in which to sell or otherwise dispose of the Target Shares to the third-party offeror identified in the Disposition Notice upon terms (including the purchase price) no more favorable to such third-party offeror than those specified in the Disposition Notice; provided, however, that any such sale or disposition must not be effected in contravention of the provisions of Articles B and C. The third-party offeror shall acquire the Target Shares subject to the First Refusal Right and the provisions and restrictions of Article B and Paragraph C.3, and any subsequent disposition of the acquired

shares must be effected in compliance with the terms and conditions of such First Refusal Right and the provisions and restrictions of Article B and Paragraph C.3. In the event Owner does not effect such sale or disposition of the Target Shares within the specified thirty (30)-day period, the First Refusal Right shall continue to be applicable to any subsequent disposition of the Target Shares by Owner until such right lapses.

5. **Partial Exercise of the First Refusal Right**. In the event the Corporation makes a timely exercise of the First Refusal Right with respect to a portion, but not all, of the Target Shares specified in the Disposition Notice, Owner shall have the option, exercisable by written notice to the Corporation delivered within five (5) business days after Owner's receipt of the Exercise Notice, to effect the sale of the Target Shares pursuant to either of the following alternatives:

(i) sale or other disposition of all the Target Shares to the third-party offeror identified in the Disposition Notice, but in full compliance with the requirements of Paragraph F.4, as if the Corporation did not exercise the First Refusal Right; or

(ii) sale to the Corporation of the portion of the Target Shares which the Corporation has elected to purchase, such sale to be effected in substantial conformity with the provisions of Paragraph F.3. The First Refusal Right shall continue to be applicable to any subsequent disposition of the remaining Target Shares until such right lapses.

Owner's failure to deliver timely notification to the Corporation shall be deemed to be an election by Owner to sell the Target Shares pursuant to alternative (i) above.

6. **Recapitalization/Reorganization**.

(a) Any new, substituted or additional securities or other property which is by reason of any Recapitalization distributed with respect to the Issued Shares shall be immediately subject to the First Refusal Right, but only to the extent the Issued Shares are at the time covered by such right.

(b) In the event of Reorganization, the First Refusal Right shall remain in full force and effect and shall apply to the new capital stock or other property received in exchange for the Issued Shares in consummation of the Reorganization, but only to the extent the Issued Shares are at the time covered by such right.

7. **Lapse**. The First Refusal Right shall lapse upon the earliest to occur of (i) the first date on which shares of the Common Stock are held of record by more than five hundred (500) persons, (ii) a determination made by the Board that a public market exists for the outstanding shares of Common Stock or (iii) a firm commitment underwritten public offering, pursuant to an effective registration statement under the 1933 Act, covering the offer and sale of the Common Stock in the aggregate amount of at least twenty million dollars ($20,000,000). However, the Market Stand-Off shall continue to remain in full force and effect following the lapse of the First Refusal Right.

G. **SPECIAL TAX ELECTION**

1. **Section 83(b) Election**. Under Code Section 83, the excess of the Fair Market Value of the Issued Shares on the date any forfeiture restrictions applicable to such shares lapse over the purchase price (if any) paid for those shares will be reportable as ordinary income on the lapse date. Participant may elect under Code Section 83(b) to be taxed at the time the Issued Shares are acquired,

rather than when and as such Issued Shares cease to be subject to such forfeiture restrictions. Such election must be filed with the Internal Revenue Service within thirty (30) days after the date of this Agreement. Even if the Fair Market Value of the Issued Shares on the date of this Agreement equals the purchase price (if any) paid (and thus no tax is payable), the election must be made to avoid adverse tax consequences in the future.

THE FORM FOR MAKING THIS ELECTION IS ATTACHED AS EXHIBIT II HERETO. PARTICIPANT UNDERSTANDS THAT FAILURE TO MAKE THIS FILING WITHIN THE APPLICABLE THIRTY (30)-DAY PERIOD WILL RESULT IN THE RECOGNITION OF ORDINARY INCOME AS THE FORFEITURE RESTRICTIONS LAPSE.

2. **FILING RESPONSIBILITY. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT'S SOLE RESPONSIBILITY, AND NOT THE CORPORATION'S, TO FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF PARTICIPANT REQUESTS THE CORPORATION OR ITS REPRESENTATIVES TO MAKE THIS FILING ON HIS OR HER BEHALF.**

H. **GENERAL PROVISIONS**

1. **Assignment**. The Corporation may assign the Forfeiture Restriction and/or the Repurchase Right and/or the First Refusal Right to any person or entity selected by the Board, including (without limitation) one or more stockholders of the Corporation.

2. **At Will Employment**. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Service at any time for any reason, with or without cause.

3. **Notices**. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice at the address indicated below such party's signature line on this Agreement or at such other address as such party may designate by ten (10) days advance written notice under this paragraph to all other parties to this Agreement.

4. **No Waiver**. The failure of the Corporation in any instance to exercise the Repurchase Right or the First Refusal Right or enforce the Forfeiture Restriction shall not constitute a waiver of any other repurchase rights, rights of first refusal or forfeiture restrictions that may subsequently arise under the provisions of this Agreement or any other agreement between the Corporation and Participant. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

5. **Cancellation of Shares**. If the Corporation shall make available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Issued Shares to be repurchased in accordance with the provisions of this Agreement (including pursuant to the Repurchase Right or the First Refusal Right), then from and after such time, the person from whom such shares are to be repurchased shall no longer have any rights as a holder of such shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such shares shall be deemed purchased in accordance with the applicable provisions hereof, and the Corporation shall be deemed the owner and holder of such shares, whether or not the certificates therefor have been delivered as required by this Agreement.

I. **MISCELLANEOUS PROVISIONS**

1. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without resort to that state's conflict-of-laws rules.

2. **Participant Undertaking**. Participant hereby agrees to take whatever additional action and execute whatever additional documents the Corporation may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Participant or the Issued Shares pursuant to the provisions of this Agreement.

3. **Agreement is Entire Contract**. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. This Agreement is made pursuant to the provisions of the Plan and shall in all respects be construed in conformity with the terms of the Plan.

4. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Successors and Assigns**. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Corporation and its successors and assigns and upon Participant, Participant's assigns and the legal representatives, heirs and legatees of Participant's estate, whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

VERITONE, INC.

By: _____
Name: _____
Title: _____

_____
PARTICIPANT NAME:

Address: _____

SPOUSAL ACKNOWLEDGMENT

The undersigned spouse of Participant has read and hereby approves the foregoing Stock Issuance Agreement. In consideration of the Corporation's granting Participant the right to acquire the Issued Shares in accordance with the terms of such Agreement, the undersigned hereby agrees to be irrevocably bound by all the terms of such Agreement, including (without limitation) the Forfeiture Restriction and Repurchase Right (as defined in the Agreement).

SPOUSE NAME:

Address: _____

EXHIBIT I

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED _____ hereby sell(s), assign(s) and transfer(s) unto Veritone, Inc. (the "Corporation"),_____ (_____) shares of the Common Stock of the Corporation standing in his or her name on the books of the Corporation represented by Certificate No. _____ herewith and do(es) hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: _____

Signature _____

Instruction: Please do not fill in any blanks other than the signature line. Please sign exactly as you would like your name to appear on the issued stock certificate. The purpose of this assignment is to enable the Corporation to enforce the Forfeiture Restriction without requiring additional signatures on the part of Participant.

EXHIBIT II

SECTION 83(b) TAX ELECTION

SECTION 83(b) ELECTION

This statement is being made under Section 83(b) of the Internal Revenue Code, pursuant to Treas. Reg. Section 1.83-2.

(1) The taxpayer who performed the services is:

Name:
Address:
Taxpayer Ident. No.:

(2) The property with respect to which the election is being made is_____ shares of the Common Stock of Veritone, Inc.

(3) The property was issued on_____, ____.

(4) The taxable year in which the election is being made is the calendar year____.

(5) The property is subject to forfeiture if for any reason taxpayer's service with the issuer terminates. The forfeiture restriction will lapse in a series of installments over a period ending no later than _____, 20__.

(6) The fair market value at the time of transfer (determined without regard to any restriction other than a restriction which by its terms will never lapse) is $_____ per share × _____ shares = $____.

(7) The amount paid for such property is $0.00 per share ×_____ shares = $____.

(8) The amount to include in gross income is $____.

(9) A copy of this statement was furnished to Veritone, Inc. for whom taxpayer rendered the services underlying the transfer of property.

(9) This statement is executed on _____, 20__.

Taxpayer

Spouse (if any)

FORM OF COVER LETTER FOR FILING OF 83(B) ELECTION

_____, 20__

VIA CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Internal Revenue Center[1]
[Address]

Re: ***Election under Section 83(b) of the Internal Revenue Code***
Taxpayer: _____
SSN: _____

Ladies and Gentlemen:

Please find enclosed an executed form of Election under Section 83(b) of the Internal Revenue Code of 1986, made by_____ relating to the issuance of_____ shares of Common Stock of Veritone, Inc.

Also enclosed is a copy of the 83(b) Election and a stamped, self-addressed envelope. Please acknowledge receipt of these materials by stamping the enclosed copy of the 83(b) Election with the date of receipt and returning it to the undersigned in the courtesy envelope enclosed. Should you have any questions, please contact the undersigned at (____)_____.

Thank you for your attention to this matter.

[NAME]

Enclosures

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1 The 83(b) election must be filed with the Internal Revenue Service Center with which taxpayer files his or her Federal income tax returns and ***must be made within thirty (30) days after the execution date of the Stock Issuance Agreement***. The filing should be made by registered or certified mail, return receipt requested. Participant should retain two (2) copies of the completed form for filing with his or her Federal and state tax returns for the current tax year and an additional copy for his or her records.

EXHIBIT III

2014 STOCK OPTION/STOCK ISSUANCE PLAN

APPENDIX

The following definitions shall be in effect under the Agreement:

A. **Agreement** shall mean this Stock Issuance Agreement.

B. **Board** shall mean the Corporation's Board of Directors.

C. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Corporation's stockholders,unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets in liquidation or dissolution of the Corporation, or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders.

In no event shall any public offering of the Corporation's securities be deemed to constitute a Change in Control.

D. **Code** shall mean the Internal Revenue Code of 1986, as amended.

E. **Common Stock** shall mean the Corporation's common stock.

F. **Corporation** shall mean Veritone, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Veritone, Inc. which shall by appropriate action adopt the Plan.

G. **Disposition Notice** shall have the meaning assigned to such term in Paragraph F.2.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Exercise Notice** shall have the meaning assigned to such term in Paragraph F.3.

J. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global or Global Select Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers for that particular Stock Exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) If the Common Stock is not at the time listed on any Stock Exchange, then the Fair Market Value shall be determined by the Plan Administrator through the reasonable application of a reasonable valuation method that takes into account the applicable valuation factors set forth in the Treasury Regulations issued under Section 409A of the Code.

K. **Family Member** shall mean any of the following members of Participant's family: any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

L. **First Refusal Right** shall have the meaning assigned to such term in Article F.

M. **Forfeiture Restriction** shall have the meaning assigned to such term in Paragraph D.1.

N. **Grant Date** shall have the meaning assigned to such term in Paragraph A.1.

O. **Issued Shares** shall have the meaning assigned to such term in Paragraph A.1.

P. **Market Stand-Off** shall mean the market stand-off restriction specified in Paragraph C.3.

Q. **1933 Act** shall mean the Securities Act of 1933, as amended.

R. **Owner** shall mean Participant and all subsequent holders of the Issued Shares who derive their chain of ownership through a Permitted Transfer from Participant.

S. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

T. **Participant** shall mean the person to whom shares are issued under the Stock Issuance Program.

U. **Permitted Transfer** shall mean (i) a gratuitous transfer of the Issued Shares to one or more of Participant's Family Members or to a trust established for Participant or one or more such Family Members, provided and only if Participant obtains the Corporation's prior written consent to such transfer, (ii) a transfer of title to the Issued Shares effected pursuant to Participant's will or the laws of inheritance following Participant's death or (iii) a transfer to the Corporation in pledge as security for any purchase-money indebtedness incurred by Participant in connection with the acquisition of the Issued Shares.

V. **Plan** shall mean the Corporation's 2014 Stock Option/Stock Issuance Plan attached hereto as Exhibit III.

W. **Plan Administrator** shall mean either the Board or a committee of the Board acting in its capacity as administrator of the Plan.

X. **Recapitalization** shall mean any of the following transactions affecting the Corporation's outstanding Common Stock as a class without the Corporation's receipt of consideration: any stock split, stock dividend, spin-off transaction, extraordinary distribution (whether in cash, securities or other property), recapitalization, combination of shares, exchange of shares or other similar transaction affecting the Common Stock without the Corporation's receipt of consideration.

Y. **Reorganization** shall mean any of the following transactions:

(i) a merger or consolidation in which the Corporation is not the surviving entity,

(ii) a sale, transfer or other disposition of all or substantially all of the Corporation's assets,

(iii) a reverse merger in which the Corporation is the surviving entity but in which the Corporation's outstanding voting securities are transferred in whole or in part to a person or persons different from the persons holding those securities immediately prior to the merger, or

(iv) any transaction effected primarily to change the state in which the Corporation is incorporated or to create a holding company structure.

Z. **Repurchase Price** shall mean the Fair Market Value per share of Common Stock (or any other securities or property being repurchased) on the date of Participant's cessation of Service (or on the date of the Change in Control in the event the Repurchase Right is exercised in connection with the Change in Control).

AA. **Repurchase Right** shall mean the right granted to the Corporation in accordance with Article E.

BB. **SEC** shall mean the Securities and Exchange Commission.

CC. **Service** shall mean Participant's performance of services for the Corporation (or any Parent or Subsidiary, whether now existing or subsequently established) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. For purposes of this Agreement, Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Corporation or any Parent or Subsidiary or (ii) the entity for which Participant is performing such services ceases to remain a Parent or Subsidiary of the Corporation, even though Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation. However, except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period Participant is on a leave of absence.

DD. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

EE. **Stock Issuance Program** shall mean the Stock Issuance Program under the Plan.

FF. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

GG. **Target Shares** shall have the meaning assigned to such term in Paragraph F.2.

HH. **Unvested Shares** shall have the meaning assigned to such term in Paragraph D.1.

II. **Vested Shares** shall have the meaning assigned to such term in Paragraph E.1.

JJ. **Vesting Schedule** shall mean the vesting schedule specified in Paragraph D.2 pursuant to which Participant is to vest in the Issued Shares in a series of installments over the Participant's period of Service.

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of the **2nd** day of **September**, **2016** by and between **Veritone, Inc.**, a Delaware corporation ("**Company**") and **John M. Markovich**, an independent contractor ("**Consultant**") with respect to Consultant's engagement by Company as provided herein (each a **"Party"**and collectively, the **"Parties"**). In consideration of the terms and conditions set forth below, Company and Consultant agree as follows:

1. SERVICES.

a. Engagement. Company hereby retains Consultant to provide, and Consultant hereby agrees to perform, the services generally described in **Exhibit A** hereto, and such other services as Company and Consultant may mutually agree to from time to time within the areas of Consultant's skills, expertise and experience (the "**Services**"). Consultant shall perform the Services according to a schedule mutually agreed to between Company and Consultant and Consultant shall devote as much of Consultant's time as reasonably necessary to provide the Services as contemplated herein. Notwithstanding the foregoing, Company and Consultant acknowledge and agree that at all times during the Term (as hereafter defined), Consultant shall maintain sole discretion and control of Consultant's Services and the manner in which such Services are to be provided to Company hereunder. In performing the Services, Consultant shall (i) devote all skills, expertise and experience reasonably necessary to deliver the Services and achieve the desired results as communicated by the Company from time to time, (ii) provide the Services in a competent and professional manner in accordance with Company and industry standards; (iii) comply with all applicable laws and regulations; and (iv) adhere to the highest standards of ethics and integrity.

b. Scope of Authority. During the Term, Consultant acknowledges that Consultant shall not possess any power or authority to bind the Company to any contract or other obligation. Consultant further acknowledges that Consultant shall not have any direct authority over any employee or other consultant of the Company. At all times during the Term, Consultant shall be accountable to the Company's Chief Executive Officer, or his designee(s), regarding the performance of Consultant's services hereunder and the results achieved thereby.

c. Other Engagements. Company acknowledges and agrees that during the Term, Consultant (i) may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit, except to the extent that any such engagement or employment causes Consultant to breach Consultant's obligations under this Agreement, or otherwise results in a conflict of interest between Consultant and Company.

2. COMPENSATION.

a. Fee. In consideration for performance of the Services, Consultant shall be paid the compensation set forth in **Exhibit A** to this Agreement. Company shall affect no withholdings from Consultant's compensation and Consultant shall be solely responsible for all social security, tax, disability, and other state and federal taxes or assessments related to the compensation and the Services provided under this Agreement.

b. Expenses. Unless expressly provided otherwise in writing by the Company, and except as expressly described in **Exhibit A** to this Agreement, Consultant will be solely responsible for all expenses incurred by Consultant in connection with performing the Services or otherwise performing Consultant's obligations under this Agreement.

c. Place of Work. Consultant's place of work shall be as set forth in **Exhibit A**.

3. TERM OF AGREEMENT.

a. Term. This Agreement will commence on **September 2, 2016** (the "**Effective Date**") and shall continue in effect until **March 3, 2017**, or the date upon which this Agreement is terminated earlier in accordance with Section 3.b or Section 4 (Default) herein (the "**Term**").

b. Termination. Notwithstanding anything herein to the contrary, either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party in accordance with the notice provisions set forth below.

c. Termination by Consultant. Upon termination of this Agreement by Consultant for any reason, including Section 3.b or any of the provisions set forth in Section 4 (Default) below, Consultant shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, Company shall owe Consultant no further amounts or obligations.

d. Termination by Company. Upon termination of this Agreement by Company for any reason, including Section 3.b or any of the provisions set forth in Section 4 (Default) below, Consultant shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, Company shall owe Consultant no further amounts or obligations.

e. Effect of Termination. Upon any termination of this Agreement, for any reason or by either Party, Consultant shall immediately return to the Company all Confidential Information and all copies and abstracts thereof, together with all other documents, plans, data, artwork, renderings, tangible items, equipment, including, without limitation, all computers, devices and peripherals, and all other property of the Company provided to Consultant, or created by Consultant in connection with, or as work product of, the Services to be rendered hereunder.

4. DEFAULT.

a. If either Party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately upon receipt of such written notification by the breaching Party, or five (5) days after mailing of the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this Section 4, a material breach of this Agreement shall be limited to the following:

i) The Company's failure to pay for Consultant's Services and/or to reimburse Consultant for expenses as agreed within fifteen (15) days after receipt of Consultant's written demand for payment.

ii) Failure of Consultant to provide the Services in a professional manner.

b. This Agreement shall terminate automatically on the occurrence of any of the following events:

i) (a) Appointment of a receiver, liquidator, or trustee for either Party by decree of competent authority in connection with any adjudication or determination by such authority that either Party is bankrupt or insolvent; (b) the filing by either Party of a petition in voluntary bankruptcy, the making of an assignment of all or substantially all of its assets to a receiver for the benefit of such party's creditors, or the entering into of a composition with its creditors; or (c) any formal action of the Company's Board of Directors to terminate Company's existence or to otherwise wind-up Company's affairs;

ii) Death or disability of Consultant.

5. REPRESENTATIONS AND WARRANTIES. Consultant represents and warrants that Consultant: (i) has the full power and authority to enter into and to fulfill the terms of this Agreement and to perform the Services, (ii) has the qualifications and ability to perform the Services in a workmanlike and professional manner, without the advice, control, or supervision of the Company, (iii) has not entered and will not enter into any agreements or activities that will or might interfere or conflict with the terms and conditions hereof, and (iv) shall have sole discretion and control of Consultant's Services and the manner in which they are to be performed.

6. NON-SOLICITATION; NON-INTERFERENCE. For a period of one (1) year following the termination of this Agreement, Consultant will not directly or indirectly induce or attempt to induce any customer, vendor, licensor, licensee, contractor, employee, consultant or other person or entity with which Company, or any of its affiliates, has a business relationship to cease doing business with Company, or any of its affiliates, or in any way interfere with the relationship between Company, or any of its affiliates, and such persons and entities.

7. RELATIONSHIP OF THE PARTIES. Consultant enters into this Agreement as, and shall continue to be, an independent contractor. In no circumstance shall Consultant look to Company as Consultant's employer, partner, agent, or principal. Neither Consultant, nor any employee of Consultant (which for purposes of this Paragraph shall be included in the term "Consultant"), shall be entitled to any benefits accorded to Company's employees, including, without limitation, workers' compensation insurance, disability insurance, retirement plans, vacation pay or sick pay. Consultant's exclusion from benefit programs maintained by Company is a material component of the terms of compensation negotiated by the Parties, and is not premised on Consultant's status as a non-employee with respect to Company. To the extent that Consultant may become eligible for any benefit programs maintained by Company (regardless of the timing of or reason for eligibility), Consultant hereby waives Consultant's right to participate in such programs. Consultant's waiver is not conditioned on any representation or assumption concerning Consultant's status under the common law test. Consultant also agrees that, consistent with Consultant's independent contractor status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees generally, including, but not limited to, unemployment benefits.

8. COOPERATION. Consultant and Company shall provide to each other upon request any and all information reasonably necessary to determine their respective obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

9. NOTICES. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or facsimile, one (1) day following the day when deposited with a reputable, established overnight courier service for delivery to the intended addressee, or five (5) business days after deposited in the United States mail, postage prepaid, certified or registered, and addressed to Company or to Consultant at the corresponding address set forth below. Alternatively, the parties may utilize email as the method of delivery of any such notice to be provided hereunder. Any notices sent by email shall be delivered to the email addresses set forth below, or such other email address as designated by a party during the Term. Notices sent by email 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. Consultant shall be obligated to notify Company in writing of any change in Consultant's mail or email address. Notice of change of any such address shall be effective only when provided in accordance with this Section 9:

To Company:
Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
Attn: Chad Steelberg, CEO
Email: chad@steelberg.com

To Consultant:
John M. Markovich
1161 Gleneagles Terrace
Costa Mesa, CA 92627
Email: Jmarkovich1@cox.net

10. CONFIDENTIALITY. Consultant and Company acknowledge Consultant's prior execution of a Company's Mutual Confidentiality and Nondisclosure Agreement ("**NDA**") dated September 2, 2016, and agree such NDA shall remain in full force and effect in accordance with its terms.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Consultant and Company acknowledge Consultant's prior execution of a Proprietary Information and Inventions Agreement ("**Inventions Agreement**") dated July 29, 2014, which shall remain in full force and effect in accordance with its terms.

12. OFFER LETTER. Consultant agrees that the Company and its affiliates shall have no further obligations under that certain Offer Letter dated July 29, 2014 between Consultant and Steel Ventures except as expressly set forth hereunder.

13. ARBITRATION.

a. All disputes between Consultant, including any employees of Consultant, and the Company relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("**Arbitrable Claims**") shall be resolved by arbitration before a neutral arbitrator.

b. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Orange County, California, unless otherwise agreed to by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim.

c. The Federal Arbitration Act shall govern the interpretation and enforcement of this agreement on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this agreement. If any court or arbitrator finds that any term makes this Arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration agreement enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

14. MISCELLANEOUS PROVISIONS.

a. Assignment; Successors and Assigns. Consultant agrees that Consultant will not assign, delegate, or otherwise transfer his obligations for performing the Services without the written consent of the Company. Company may assign this Agreement, or any or all of its rights hereunder, to any successor entity and will be relieved of all its obligations to Consultant hereunder to the extent such obligations are assumed in writing by such credit worthy assignee. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated.

b. Entire Agreement. The terms of this Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no conflicting extrinsic evidence may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

c. Amendments; Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Consultant and a duly authorized representative of Company.

d. Severability; Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

e. Governing Law. Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

f. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties acknowledge and agree to the foregoing terms and conditions, effective as of the date first set forth above.

COMPANY	**CONSULTANT**
VERITONE, INC.	
By: /s/ Chad Steelberg	By: /s/ John M. Markovich
Name: Chad Steelberg	Name: John M. Markovich
Title: Chief Executive Officer	

EXHIBIT A

1. **Services.** Pursuant to Section 1a. (Engagement) of the Agreement, Consultant shall apply his skills and experience as a financial consultant in providing the Services, which shall include advising the Company in the following areas:

   - Transitional issues associated with Consultant's termination of employment
   - Process and strategic / operational considerations associated with the Company's planned public offering
   - Support and assistance with Company's existing litigation with former employees
   - Support and guidance associated with Company's 409A valuation engagement
   - Potential Series C preferred stock investment by one or more strategic investors
   - Other related services as mutually agreed between the Company and Consultant

2. **Compensation.** In consideration of the Services, Company shall give Consultant the Dell laptop computer that Consultant has been using and Consultant shall be paid the following Cash and Equity Compensation:

   Cash Compensation: a monthly retainer fee (the "**Fee**") in the amount of ten thousand dollars (**$10,000**) per month, or per thirty (30) day period, as applicable. All invoices shall be payable in full within fifteen (15) days of Company's receipt of Consultant's invoice. In the event of a partial month, or 30 day period, Consultant shall be paid for the pro rata portion thereof during which this Agreement was in effect.

   Equity Compensation: continued monthly vesting of Consultant's existing Restricted Stock, Incentive Stock Option and Non-Statutory Stock Option (the "**Equity Incentives**") previously issued to Consultant in his former capacity as Chief Financial Officer and Secretary of the Company as summarized below. In the event that the Term of the Agreement ends after the 15th of any month, Consultant's Equity Incentives shall vest as of the next monthly anniversary date (1st of each month). For purposes of this Agreement, Consultant shall considered as being in "Service" as defined in the Company's 2014 Stock Option / Stock Issuance Plan until this Agreement is terminated.

   - Restricted Stock grant in the amount of sixty three thousand six hundred and sixty (63,660) shares approved and granted by the Company's board of directors on August 7, 2014 subject to a forty eight (48) month vesting period commencing as of July 1, 2014. As of the date of this Agreement, Consultant has vested 34,482 shares under such Restricted Stock grant that vests at the rate of one thousand three hundred twenty six and a quarter (1,326.25) shares per month as of the 1st of every calendar month.
   - Incentive Stock Option grant in the amount of one hundred thousand (100,000) shares approved and granted by the Company's board of directors on August 7, 2014 subject to a forty eight (48) month vesting period commencing as of July 1, 2014. As of the date of this Agreement, Consultant has vested 54,166 shares under such Incentive Stock Option grant that vests at the rate of two thousand eighty three and a third (2,083.33) shares per month as of the 1st of every calendar month.
   - Non-Statutory Stock Option grant in the amount of thirty seven thousand five hundred (37,500) shares approved and granted by the Company's board of directors on April 26, 2016 subject to a forty eight (48) month vesting period and a twelve (12) month cliff with nine thousand three hundred seventy five (9,375) shares vesting as of April 26, 2017 and seven hundred eighty one and a quarter (781.25) shares vesting each month thereafter.

   In addition to the monthly vesting set forth above, Consultant's Restricted Stock grant shall be subject to acceleration of vesting as set forth below:

   - In the event that Company files for a public offering of its shares with the Securities and Exchange Commission during, or within thirty (30) days of, the Term, fifty percent (50%) of Consultant's then unvested shares of Restricted Stock shall vest in full with the Company's corresponding right to repurchase lapsing for such shares.
   - In the event that Company goes public during, or within thirty (30) days of the Term, then one hundred percent (100%) of Consultant's then unvested shares of Restricted Stock shall vest in full as of the effective date of such public offering of the Company's securities with the Company's corresponding right to repurchase such shares lapsing in full.

Consultant agrees that except as set forth herein and pursuant to that certain Stock Issuance Agreement between HomDNA and Consultant dated February 12, 2015, Consultant holds no other equity interest (and has no right to acquire any further equity interest) in the Company or any of its affiliated companies.

3. **Expense Reimbursement.** Consultant shall be reimbursed for all reasonable out-of-pocket expenses incurred on behalf of the Company in providing the Services to the Company including, but not limited to, travel, lodging, and other expenses adequately documented by receipts and a Company approved expense reimbursement form. Consultant shall be reimbursed for the use of his personal vehicle, where applicable, at the then applicable IRS Standard Mileage Rate. Unless otherwise agreed between the Parties in writing, Consultant (i) shall not undertake any air travel or lodging on behalf of Company unless previously authorized by the Company, (ii) shall not fly first class unless approved by the Company's CEO, and (iii) shall stay at hotels designated by the Company, if any. All phone, fax and email charges incurred by consultant shall be paid by Consultant. The Company shall reimburse Consultant for any expenses incurred within ten (10) business days of the Company receiving the necessary receipts and completed expense reimbursement form.

   Subsequent to the date of this Agreement, Consultant will also submit out-of-pocket expenses that he incurred while employed by Company.

4. **Invoices.** Consultant shall submit detailed invoices to the Company on a monthly basis subsequent to each month of service. Invoices shall be in the form as provided in **Exhibit B**.

5. **Place of Work.** Consultant's principal place of work shall be Consultant's home, Company's office or any other location as Consultant determines necessary to achieve the desired results of this Agreement.

EXHIBIT B

John M. Markovich
1161 Gleneagles Terrace
Costa Mesa, CA 92627
Jmarkovich1@cox.net

To: Stewart Ellner
Corporate Controller
Veritone, Inc.
3636 Via Lido
Newport Beach, CA 92636

Invoice for Services Rendered

Re: Consulting Agreement dated September 2, 2106

Invoice Date: _____

DATE	DESCRIPTION OF SERVICES	FEE

Please Make Check Payable to: John M. Markovich

TOTAL $ DUE _____

October 10, 2016

Pete Collins
626 Canterbury Road
San Marino, CA 91108

Re: Offer of Employment

Dear Pete:

Veritone, Inc. (the "Company") is pleased to offer you full-time employment on the following terms:

1. Position. You will be employed in the full-time position of Senior Vice President, Finance, Chief Financial Officer. In this position, you will report to Chad Steelberg, Chief Executive Officer, or as otherwise directed by him, and your base of employment will be the Company's headquarters in Newport Beach, California. A description of this position, and other job-related expectations, will be provided to you after you commence your employment. Your employment status will be exempt and therefore ineligible for overtime.

As a full-time employee, the Company requires that you devote your full business time, attention, skills and efforts to the duties and responsibilities of your position.

2. Cash Compensation. In this position, you will be eligible to earn a base salary and variable compensation as summarized below:

- Base Salary

  In this position, you will earn a base salary, initially payable at the approximate gross rate of eight thousand three hundred thirty-three dollars and thirty-three cents ($8,333.33) per semi-monthly pay period that equates to two hundred thousand dollars ($200,000.00) on an annualized basis.

- Variable Compensation

  In addition to your base salary, you will be eligible for performance-based variable compensation with your 2016 variable compensation targeted at one hundred thousand dollars ($100,000), payable annually, based upon your achievement of mutually agreed to personal and corporate objectives. In addition, in the event the Company has a successful Initial Public Offering (IPO) before January 15, 2017, an additional fifty thousand dollars ($50,000) bonus will be paid out.

Salaries may be reviewed from time to time by the Company, and adjusted upon notice to you. All compensation is payable less deductions authorized by you, all tax withholdings and other amounts as the Company, in its sole discretion, deems necessary or permitted by applicable law, and subject to adjustment for approved unaccrued sick or vacation time. Compensation will be paid in accordance with the Company's established policies and procedures, and regular pay days.

3. Equity. Subsequent to the commencement of your employment, and satisfaction of all of the conditions to employment set forth below, and subject to the approval of the Company's Board of Directors, the Company shall grant you an option (the "Option") to purchase shares of the Company's

common stock. Such grant shall be for a total of thirty five thousand (35,000) shares of the Company's common stock at a per share purchase price equal to the fair market value of the Company's common stock as determined by the Company's Board of Directors in its sole discretion as of the date of grant. The Option will be subject to the terms and conditions of the Company's 2014 Stock Option / Stock Issuance Plan, as amended from time to time (the "Plan") and shall be subject to a stock option grant notice and stock option agreement. The Option shall vest over a four (4) year schedule, with twenty five percent (25%) of the shares subject to the Option becoming vested upon your completion of twelve (12) months of continuous Service, as measured from your date of hire, and 1/48th of the shares vesting for each full month of your continuous Service thereafter. For purposes of this Offer Letter, the term "Service" shall be as defined in the 2014 Stock Option / Stock Issuance Plan.

In addition to the Initial Option, you shall be eligible for a Performance Option in the amount of ten thousand (10,000) shares of common stock in the event the Company has a successful IPO before January 15, 2017. Such Performance Option shall be at a per share purchase price equal to the fair market value of the Company's common stock as determined by the Company's Board of Directors in its sole discretion as of the date of grant. The Performance Option will also be subject to the terms and conditions of the Company's 2014 Stock Option / Stock Issuance Plan, as amended from time to time (the "Plan") and shall be subject to a stock option grant notice and stock option agreement. The Performance Option shall vest over a four (4) year schedule, with 1/48th of the shares vesting for each full month of your continuous Service following the date of such Performance Option grant. For purposes of this Offer Letter, the term "Service" shall be as defined in the 2014 Stock Option / Stock Issuance Plan.

In the event of a Change in Control of the Company, as defined in the Company's Plan, your then unvested Initial Options and Performance Options, if any, shall vest in full up to a limit that shall be equal to one year (25% of each of the total Initial Option grant and Performance Option grant, if any) of your total Initial Option grant and Performance Option grant that shall remain unvested as of the date of the Change in Control ("Remaining Unvested Options") that shall vest monthly on a straight line basis (1/12th per month) over the twelve (12) months immediately subsequent to the date of the Change in Control in the event that the Company's acquirer assumes the Plan and continues your employment with the Company. In the event your employment is terminated without cause following a Change in Control, the Remaining Unvested Options shall immediately vest.

5. Employee Benefits. You will be eligible for all employee benefits and to participate in all employee benefit plans the Company makes available to its full-time employees subject to the terms and conditions of the personnel policies or benefit plans, as applicable, governing the benefits. Generally, these benefits and benefit plans include paid sick time, paid vacation time, paid holidays, health insurance, and a Section 401(k) retirement savings plan. The Company reserves the right to change compensation and benefits from time to time as it deems appropriate or necessary.

As you work, you will accrue vacation at a rate equal to fifteen (15) days of paid vacation and sick time at a rate equal to five (5) days paid sick time each calendar year (prorated for any partial year of service) pursuant to the Company's then existing vacation and sick policies.

6. At-Will Employment. Your employment relationship with the Company is at all times "*at will."* This means that both you and the Company retain the right to terminate the employment relationship at any time, with or without cause or any particular notice or procedures. It also means that the Company reserves the right to determine and change, in its sole business judgment and discretion, your job title, duties, reporting relationship, base of employment, sales territory, cash compensation,

employee benefits and benefit plans it makes available to employees, and other policies and any other term and condition of your employment.

The first ninety (90) days of employment is an introductory period. During this time, you are able to learn about the Company, your position, and your new surroundings. Your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. Throughout the introductory period, the Company will assess your suitability as an employee. Should you fail to demonstrate the commitment, performance and attitude expected by the Company, you may be terminated at any time during the introductory period. Completion of the introductory period does not change or alter the at-will employment relationship. You will continue to have the right to terminate employment at any time, with or without cause or notice, and the Company has a similar right. For reasons identified by management, the Company may choose to extend your introductory period as necessary to provide you a further opportunity to demonstrate your ability to perform your job, and you will be notified if your introductory period is extended.

7. Compliance Law & Company Policies. As a condition of your employment with the Company, you will be required to comply with applicable laws, and abide by the Company's policies and procedures, including but not limited to the policies set forth in the Company's Employee Handbook, as may be in effect from time to time, including, but not limited to, its equal employment opportunity, anti-harassment, conflict of interest and business ethics policies.

8. Conditions of Offer & Employment. The following conditions apply to this offer, and employment pursuant to this offer:

- You represent and warrant that: (i) you are not subject to any pre-existing contractual or other legal obligation with any person, company or business enterprise that may be an impediment to your employment with, or your providing services to, the Company as its employee; (ii) you have not and shall not bring onto Company premises, or use or disclose, directly or indirectly, in the course of your employment with the Company, any confidential or proprietary information or trade secrets of another person, company or business enterprise to whom you previously provided services; and (iii) you are not relying on any representations, promises or agreements not expressly contained in this letter.

- All information you provided to the Company regarding your experience, skills, accomplishments, credentials and background experience are true and correct and without omission.

- In accordance with federal law, you will be able to provide and you will provide the Company with documents that establish your identity and right to work for the Company in the United States. A list of all acceptable documents can be found online within the Form I-9 instructions at http://www.uscis.gov/sites/default/files/files/form/i-9.pdf. You must provide these documents for the Company's inspection within the first three (3) days of employment.

- Your consent to reference and background checks, and the results of the foregoing are satisfactory to the Company. Until you have been informed in writing by the Company that such checks have been completed and the results satisfactory, you should defer reliance on this offer. You will be provided with a disclosure of your rights under the relevant federal and state law, and an authorization for you to sign permitting the Company, through a third party, to perform and receive the results of a background check.

- Your return of the enclosed copy of this letter, after being signed by you without modification, no later than October 12, 2016, after which time this offer will expire.

- Your return of a completed and signed *Employment Application.*

- Your return of a completed and signed *Employee Non-Disclosure and Proprietary Information and Inventions Agreement* without modification ("PIIA"). You must return your signed PIIA with a signed copy of this letter.

If you accept this offer, this letter, together with your signed PIIA, will constitute your complete and exclusive agreement with the Company concerning your employment with the Company. The terms in this letter supersede any other representations, negotiations or agreements made to you by the Company and any person associated with the Company, whether oral or written. The terms of this agreement cannot be changed (except with respect to those changes expressly reserved to the Company's business judgment and discretion in this letter) without a written agreement signed by you and a duly authorized Executive Officer of the Company. In case any provision contained in this agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this agreement, and such provision will be construed and enforced so as to render it valid and enforceable consistent with the general intent of the parties insofar as possible under applicable law. With respect to the enforcement of this agreement, no waiver of any right hereunder shall be effective unless it is in writing

If you wish to accept employment with the Company under the terms described above, please sign and date this letter along with all of the above referenced pre-employment documents, and return them to veritonehr@managease.com by October 12, 2016, after which the offer expires and becomes null and void. If you choose to accept, your start date will be on or before October 24, 2016 subject to the results of the background check.

Pete, on behalf of the Company, I look forward to your favorable reply, and to a productive and enjoyable work relationship.

Sincerely,

VERITONE, INC.

/S/ CHAD STEELBERG

Chad Steelberg

Enclosures

I accept the foregoing offer of employment. I have read and understand and agree to its terms. I understand that this offer sets forth the entire agreement between myself and the Company, regarding the terms of employment and supersedes any prior agreements, understanding or discussion which I may have prior to signing this offer letter.

/s/ Pete Collins

Pete Collins

10/11/16

Date

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663

January 23, 2017

Pete Collins
626 Canterbury Road
San Marino, CA 91108

Re: Amendments to Offer Letter and Time-Based Stock Issuance Agreement

Dear Pete:

This letter agreement memorializes the prior agreement between you and Veritone, Inc. (the "***Company***") regarding the modification of your offer letter from the Company dated October 10, 2016 (the "***Offer Letter***"). By countersigning this letter agreement below, the Company and you agree as follows:

1. Equity Grants. On October 31, 2016, the Company issued to you an aggregate of forty-five thousand (45,000) shares of restricted common stock of the Company (the "***Shares***") under the 2014 Stock Issuance/Stock Option Plan (the "***Plan***") pursuant to two Stock Issuance Agreements entered into between you and the Company, covering the following: (a) thirty-five thousand (35,000) Shares that vest over a four (4) year period provided that you remain in Service (as defined in the Plan) with the Company (the "***Initial Shares***"); and (b) an additional ten thousand (10,000) Shares (the "***Performance Shares***") that have the same time-based vesting schedule and also have performance-based vesting requirements related to the Company's timely completion of an initial public offering. You agree that the Initial Shares and Performance Shares were issued to you in lieu of (and in full satisfaction of) the Company's obligations to issue any options or other equity to you under Section 3 of the Offer Letter. In addition, on November 8, 2016, the Company issued to you a supplemental grant of twenty thousand (20,000) shares of restricted common stock of the Company under the Plan (the "***Restricted Shares***"). You filed a Section 83(b) election with the Internal Revenue Service for only the Restricted Shares and did not make such an election with respect to any of the Initial Shares or Performance Shares.

2. Amendment of Supplemental Stock Issuance Agreement. You agree that the Stock Issuance Agreement for the Initial Shares is not being modified by this letter agreement and shall remain in full force and effect; however, you do confirm and agree that performance requirement for the Performance Shares was not met, and accordingly, the Performance Shares were forfeited and cancelled as of January 15, 2017. The Company and you agree that the Stock Issuance Agreement dated November 8, 2016 related to the issuance of the Restricted Shares (the "***Supplemental SIA***") shall be amended (a) to delete Section F of the Supplemental SIA (Repurchase Right) in its entirety; and (b) to add a new Section F to the Supplemental SIA in lieu thereof, which shall provide in full as follows:

"F. Acceleration of Unvested Shares Under Certain Circumstances.

1. Partial Acceleration Upon Termination Without Cause. Notwithstanding anything to the contrary contained in Section D above, in the event the Company terminates Participant's employment with the Corporation without Cause (as defined below), then the Acceleration Shares (as defined

below) shall vest in full effective as of the date of Participant's termination of employment (the "***Termination Date***") and such Acceleration Shares shall no longer be subject to forfeiture. The "***Acceleration Shares***" shall be defined as the number of Unvested Shares calculated by adding the following: (i) the number of Issued Shares resulting from the division of (a) all income and other taxes actually paid by Participant for the Unvested Shares (resulting from Participant's election under Section 83(b) of the Internal Revenue Code, as amended), by (b) the Fair Market Value of the Common Stock on the Termination Date (the "***Initial Acceleration Shares***"); plus (ii) the number of Issued Shares resulting from the division of (a) the amount of federal and state capital gain taxes that would be payable by Participant assuming Participant sold all of the Initial Acceleration Shares as of the Termination Date at a price per share equal to the Fair Market Value of the Common Stock on the Termination Date (based on then applicable tax rates in effect on the Termination Date) by (b) the Fair Market Value of the Common Stock on the Termination Date (the "***Additional Acceleration Shares***"). For purposes of clarity, Participant shall not be required to sell any of the Acceleration Shares, but rather such sale is being assumed in order to determine the cost to Participant of realizing the value of the taxes paid for the Issued Shares being forfeited upon such termination. For the purposes of this Agreement, "***Cause***" shall mean (A) a breach by Participant of a material provision of Participant's Offer Letter with the Corporation or of Participant's proprietary information and invention assignment with the Corporation, (B) failure or refusal by Participant to comply in any material respect with the lawful policies, standards or regulations of the Corporation, (iii) gross negligence or willful misconduct by Participant in the performance of Participant's duties or responsibilities to the Corporation that causes material harm to the Corporation, its business or reputation, or (iv) Participant's conviction, guilty plea or plea of nolo contendere for any crime involving financial impropriety or moral turpitude or in any felony criminal proceeding, in each case that is materially detrimental to the reputation, character or standing of the Corporation; provided that, with respect to the actions, events or conditions described in the foregoing clauses (i) and (ii) above, any termination by the Corporation shall be presumed to be other than for Cause unless (A) the Corporation provides written notice to Participant of the applicable action, event or condition allegedly constituting Cause, and (B) Participant fails to cure, rescind or otherwise remedy the applicable action, event or condition described in such written notice within ten (10) days after delivery of such written notice, provided that such action, event or condition is capable of being cured, rescinded or remedied.

2. Acceleration Upon a Change in Control. In the event of a Change in Control of the Corporation (as defined in the Plan), if the forfeiture restrictions or repurchase rights applicable to the unvested shares of Common Stock subject to an award are not to be assigned to the successor corporation or parent thereof (including affirmative assignments or assignments by operation of law) or otherwise continued in full force and effect, then the forfeiture restrictions or repurchase rights applicable to all of the then unvested shares of Common Stock subject to an award shall terminate automatically immediately prior to the time of the Change in Control, and the shares of Common Stock subject to such award shall immediately vest in full."

3. Effect of Amendment. Except as specifically amended by this letter agreement, the Offer Letter and the Supplemental SIA shall remain unmodified and in full force and effect, and shall be read together and construed in accordance with their terms.

4. At Will Employment. Nothing in this letter agreement shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any parent or subsidiary of the Company employing or retaining you, which rights are hereby expressly reserved by each, to terminate your Service at any time for any reason, without or without cause.

5. General Provisions.

5.1 Governing Law; Entire Agreement. This letter agreement shall be governed in all respects by the laws of the State of California without regard to choice of laws or conflict of laws provisions thereof. This letter agreement, the Stock Issuance Agreements related to the Shares and the Restricted Shares, and the Plan shall constitute the full and entire understanding and agreement between Participant and the Company with regard to the subject matter hereof and thereof.

5.2 Severability. If any provision of this letter agreement or the Supplemental SIA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this letter agreement and the balance of this letter agreement shall be enforceable in accordance with its terms.

5.3 Titles and Subtitles. The titles and subtitles used in this letter agreement are used for convenience only and are not to be considered in construing or interpreting this letter agreement.

If you agree with all of the foregoing terms and provisions, please sign and date this letter and return them to my attention by January 30, 2017. If you have any questions regarding this matter or this letter agreement, please don't hesitate to contact me or the Company's outside counsel, Ellen Bancroft.

Sincerely,

VERITONE, INC.

/S/ CHAD STEELBERG

By: Chad Steelberg, CEO

I hereby accept the foregoing amended Offer Letter. I have read and understand and agree to its terms. I understand that the Offer Letter, as so amended, together with the Stock Issuance Agreements and sets forth the entire agreement between myself and the Company, regarding the terms of employment and supersedes any prior agreements, understanding or discussion which I may have prior to signing this letter agreement.

/S/ PETER F. COLLINS Date: January 23, 2017

Peter F. Collins

October 13, 2016

Jeffrey B. Coyne
27592 Lost Trail Drive
Laguna Hills, CA 92653

Re: Offer of Employment

Dear Jeffrey:

Veritone, Inc. (the "Company") is pleased to offer you full-time employment on the following terms:

1. Position. You will be employed in the full-time position of Executive Vice President, General Counsel and Corporate Secretary. In this position, you will report to Chad Steelberg, Chief Executive Officer, and your base of employment will be the Company's headquarters in Newport Beach, California. A description of this position, and other job-related expectations, will be provided to you after you commence your employment. Your employment status will be exempt and therefore ineligible for overtime.

As a full-time employee, the Company requires that you devote your full business time, attention, skills and efforts to the duties and responsibilities of your position.

2. Cash Compensation. In this position, you will be eligible to earn a base salary and variable compensation as summarized below:

- Base Salary

  In this position, you will earn a base salary, initially payable at the approximate gross rate of eight thousand three hundred thirty-three dollars and thirty-three cents ($8,333.33) per semi-monthly pay period that equates to two hundred thousand dollars ($200,000.00) on an annualized basis.

- Variable Compensation

  In addition to your base salary, you will be eligible for performance-based variable compensation with your 2016 variable compensation targeted at seventy five thousand dollars ($75,000), payable quarterly, based upon your achievement of mutually agreed to personal and corporate objectives.

Salaries will be reviewed from time to time by the Company, and may be adjusted upon notice to you. All compensation is payable less deductions authorized by you, all tax withholdings and other amounts as the Company, in its sole discretion, deems necessary or permitted by applicable law, and subject to adjustment for approved unaccrued sick or vacation time. Compensation will be paid in accordance with the Company's established policies and procedures, and regular paydays.

3. Equity. Upon the date of commencement of your employment, and satisfaction of all of the conditions to employment set forth below, and subject to the approval of the Company's Board of Directors, the Company shall grant you (a) an option (the "Option") to purchase a total of sixty-five thousand (65,000) shares of the Company's common stock, and (b) an additional performance option (the "Performance Option") to purchase ten thousand (10,000) shares of the Company's common stock, each of which shall have a per share purchase price equal to the fair market value of the Company's common stock as determined by the Company's Board of Directors in its sole

discretion as of the date of grant. The Option and the Performance Option will be subject to the terms and conditions of the Company's 2014 Stock Option / Stock Issuance Plan, as amended from time to time (the "Plan") and each shall be subject to a stock option grant notice and stock option agreement. The Option and the Performance Option shall each vest over a four (4) year schedule following the date of grant, with twenty five percent (25%) of the shares subject to the Option becoming vested upon your completion of twelve (12) months of continuous Service, as measured from your date of hire, and 1/48th of the shares vesting for each full month of your continuous Service thereafter. For purposes of this Offer Letter, the term "Service" shall be as defined in the Plan. The vesting of the Performance Option shall also be conditioned upon the successful completion of the Company's initial public offering on or before January 31, 2017, as determined by the Company's Board of Directors in its sole discretion. If such condition is not achieved, the Performance Option shall be forfeited, and if such condition is achieved, the Performance Option shall vest over a four (4) year schedule as set forth above.

In the event of a Change in Control of the Company (as defined in the Plan) where the Company's acquirer assumes the Plan and continues your employment with the Company, then a portion of your then unvested options equal to the lesser of (a) twenty-five percent (25%) of the shares initially subject to such option and (b) the number of options that shall remain unvested as of the date of the Change in Control ("Remaining Unvested Options") shall immediately vest in full, and the balance of such Remaining Unvested Options shall vest monthly on a straight line basis (1/12th per month) over the twelve (12) months immediately subsequent to the date of the Change in Control. In the event your employment is terminated without cause following a Change in Control, the balance of the Remaining Unvested Options shall immediately vest.

5. Employee Benefits. You will be eligible for all employee benefits and to participate in all employee benefit plans the Company makes available to its full-time employees subject to the terms and conditions of the personnel policies or benefit plans, as applicable, governing the benefits. Generally, these benefits and benefit plans include paid sick time, paid vacation time, paid holidays, health insurance, and a Section 401(k) retirement savings plan. The Company reserves the right to change compensation and benefits from time to time as it deems appropriate or necessary.

As you work, you will accrue vacation at a rate equal to fifteen (15) days of paid vacation and sick time at a rate equal to five (5) days paid sick time each calendar year (prorated for any partial year of service) pursuant to the Company's then existing vacation and sick policies.

6. At-Will Employment. Your employment relationship with the Company is at all times "*at will."* This means that both you and the Company retain the right to terminate the employment relationship at any time, with or without cause or any particular notice or procedures. It also means that the Company reserves the right to determine and change, in its sole business judgment and discretion, your job title, duties, reporting relationship, base of employment, sales territory, cash compensation, employee benefits and benefit plans it makes available to employees, and other policies and any other term and condition of your employment.

The first ninety (90) days of employment is an introductory period. During this time, you are able to learn about the Company, your position, and your new surroundings. Your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. Throughout the introductory period, the Company will assess your suitability as an employee. Should you fail to demonstrate the commitment, performance and attitude expected by the Company, you may be terminated at any time during the introductory period. Completion of the introductory period does not change or alter the at-will employment relationship. You will continue to have the right to terminate employment at any time, with or without cause or notice, and the Company has a similar right. For reasons identified by management, the Company may choose to

extend your introductory period as necessary to provide you a further opportunity to demonstrate your ability to perform your job, and you will be notified if your introductory period is extended.

7. Compliance Law & Company Policies. As a condition of your employment with the Company, you will be required to comply with applicable laws, and abide by the Company's policies and procedures, including but not limited to the policies set forth in the Company's Employee Handbook, as may be in effect from time to time, including, but not limited to, its equal employment opportunity, anti-harassment, conflict of interest and business ethics policies.

8. Conditions of Offer & Employment. The following conditions apply to this offer, and employment pursuant to this offer:

- You represent and warrant that: (i) you are not subject to any pre-existing contractual or other legal obligation with any person, company or business enterprise that may be an impediment to your employment with, or your providing services to, the Company as its employee; (ii) you have not and shall not bring onto Company premises, or use or disclose, directly or indirectly, in the course of your employment with the Company, any confidential or proprietary information or trade secrets of another person, company or business enterprise to whom you previously provided services; and (iii) you are not relying on any representations, promises or agreements not expressly contained in this letter.
- All information you provided to the Company regarding your experience, skills, accomplishments, credentials and background experience are true and correct and without omission.
- In accordance with federal law, you will be able to provide and you will provide the Company with documents that establish your identity and right to work for the Company in the United States. A list of all acceptable documents can be found online within the Form I-9 instructions at http://www.uscis.gov/sites/default/files/files/form/i-9.pdf. You must provide these documents for the Company's inspection within the first three (3) days of employment.
- Your consent to reference and background checks, and the results of the foregoing are satisfactory to the Company. Until you have been informed in writing by the Company that such checks have been completed and the results satisfactory, you should defer reliance on this offer. You will be provided with a disclosure of your rights under the relevant federal and state law, and an authorization for you to sign permitting the Company, through a third party, to perform and receive the results of a background check.
- Your return of the enclosed copy of this letter, after being signed by you without modification, no later than October 24, 2016, after which time this offer will expire.
- Your return of a completed and signed *Employment Application*.
- Your return of a completed and signed *Employee Non-Disclosure and Proprietary Information and Inventions Agreement* without modification ("PIIA"). You must return your signed PIIA with a signed copy of this letter.

If you accept this offer, this letter, together with your signed PIIA, will constitute your complete and exclusive agreement with the Company concerning your employment with the Company. The terms in this letter supersede any other representations, negotiations or agreements made to you by the Company and any person associated with the Company, whether oral or written. The terms of this agreement cannot be changed (except with respect to those changes expressly reserved to the Company's business judgment and discretion in this letter) without a written agreement signed by you and the Chief Executive Officer of the Company. In case any provision contained in this agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this agreement, and such provision will be

construed and enforced so as to render it valid and enforceable consistent with the general intent of the parties insofar as possible under applicable law. With respect to the enforcement of this agreement, no waiver of any right hereunder shall be effective unless it is in writing.

If you wish to accept employment with the Company under the terms described above, please sign and date this letter along with all of the above referenced pre-employment documents, and return them to veritonehr@managease.com by October 24, 2016, after which the offer expires and becomes null and void. If you choose to accept, your start date will be on or before October 31, 2016 subject to the results of the background check.

Jeffrey, on behalf of the Company, I look forward to your favorable reply, and to a productive and enjoyable work relationship.

Sincerely,

VERITONE, INC.

/S/ CHAD STEELBERG

Chad Steelberg

Enclosures

I accept the foregoing offer of employment. I have read and understand and agree to its terms. I understand that this offer sets forth the entire agreement between myself and the Company, regarding the terms of employment and supersedes any prior agreements, understanding or discussion which I may have prior to signing this offer letter.

/S/ JEFFREY B. COYNE	October 24, 2016
Jeffrey B. Coyne	Date

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663

January 23, 2017

Jeffrey B. Coyne
27592 Lost Trail Drive
Laguna Hills, CA 92653

Re: Amendments to Offer Letter and Time-Based Stock Issuance Agreement

Dear Jeff:

This letter agreement memorializes the prior agreement between you and Veritone, Inc. (the "***Company***") regarding the modification of your offer letter from the Company dated October 13, 2016 (the "***Offer Letter***"). By countersigning this letter agreement below, the Company and you agree as follows:

1. Equity Grants. On October 31, 2016, the Company issued to you an aggregate of seventy-five thousand shares of restricted common stock of the Company (collectively, the "***Shares***") under the 2014 Stock Issuance/Stock Option Plan (the "***Plan***") pursuant to two Stock Issuance Agreements entered into between you and the Company, covering the following: (a) sixty-five thousand (65,000) Shares that vest over a four (4) year period provided that you remain in Service (as defined in the Plan) with the Company (the "***Restricted Shares***"); and (b) an additional ten thousand (10,000) Shares (the "***Performance Shares***") that have the same time-based vesting schedule and also have performance-based vesting requirements related to the Company's timely completion of an initial public offering. You agree that the Shares were issued to you in lieu of (and in full satisfaction of) the Company's obligations to issue any options or other equity to you under Section 3 of the Offer Letter. You also confirm and agree that if the Company's initial public offering is not completed by January 31, 2017, then all of the Performance Shares will be forfeited and cancelled as of January 31, 2017.

2. Amendment of Time-Based Stock Issuance Agreement. The Company and you agree that the Stock Issuance Agreement dated October 31, 2016 related to the issuance of the Restricted Shares (the "***Time Based SIA***") shall be amended (a) to delete Section F of the Time-Based SIA (Repurchase Right) in its entirety; and (b) to add a new Section F to the Time-Based SIA in lieu thereof, which shall provide in full as follows:

"F. Acceleration of Unvested Shares Under Certain Circumstances.

1. Partial Acceleration Upon Termination Without Cause. Notwithstanding anything to the contrary contained in Section D above, in the event the Company terminates Participant's employment with the Corporation without Cause (as defined below), then the Acceleration Shares (as defined below) shall vest in full effective as of the date of Participant's termination of employment (the "***Termination Date***") and such Acceleration Shares shall no longer be subject to forfeiture. The "***Acceleration Shares***" shall be defined as the number of Unvested Shares calculated by adding the following: (i) the number of Issued Shares resulting from the division of (a) all income and other taxes actually paid by Participant for the Unvested Shares (resulting from Participant's election under Section 83(b) of the Internal Revenue Code, as

amended), by (b) the Fair Market Value of the Common Stock on the Termination Date (the "***Initial Acceleration Shares***"); plus (ii) the number of Issued Shares resulting from the division of (a) the amount of federal and state capital gain taxes that would be payable by Participant assuming Participant sold all of the Initial Acceleration Shares as of the Termination Date at a price per share equal to the Fair Market Value of the Common Stock on the Termination Date (based on then applicable tax rates in effect on the Termination Date) by (b) the Fair Market Value of the Common Stock on the Termination Date (the "***Additional Acceleration Shares***"). For purposes of clarity, Participant shall not be required to sell any of the Acceleration Shares, but rather such sale is being assumed in order to determine the cost to Participant of realizing the value of the taxes paid for the Issued Shares being forfeited upon such termination. For the purposes of this Agreement, "***Cause***" shall mean (A) a breach by Participant of a material provision of Participant's Offer Letter with the Corporation or of Participant's proprietary information and invention assignment with the Corporation, (B) failure or refusal by Participant to comply in any material respect with the lawful policies, standards or regulations of the Corporation, (iii) gross negligence or willful misconduct by Participant in the performance of Participant's duties or responsibilities to the Corporation that causes material harm to the Corporation, its business or reputation, or (iv) Participant's conviction, guilty plea or plea of nolo contendere for any crime involving financial impropriety or moral turpitude or in any felony criminal proceeding, in each case that is materially detrimental to the reputation, character or standing of the Corporation; provided that, with respect to the actions, events or conditions described in the foregoing clauses (i) and (ii) above, any termination by the Corporation shall be presumed to be other than for Cause unless (A) the Corporation provides written notice to Participant of the applicable action, event or condition allegedly constituting Cause, and (B) Participant fails to cure, rescind or otherwise remedy the applicable action, event or condition described in such written notice within ten (10) days after delivery of such written notice, provided that such action, event or condition is capable of being cured, rescinded or remedied.

2. Acceleration Upon a Change in Control. In the event of a Change in Control of the Corporation (as defined in the Plan), if the forfeiture restrictions or repurchase rights applicable to the unvested shares of Common Stock subject to an award are not to be assigned to the successor corporation or parent thereof (including affirmative assignments or assignments by operation of law) or otherwise continued in full force and effect, then the forfeiture restrictions or repurchase rights applicable to all of the then unvested shares of Common Stock subject to an award shall terminate automatically immediately prior to the time of the Change in Control, and the shares of Common Stock subject to such award shall immediately vest in full."

3. Effect of Amendment. Except as specifically amended by this letter agreement, the Offer Letter and the Time-Based SIA shall remain unmodified and in full force and effect, and shall be read together and construed in accordance with their terms.

4. At Will Employment. Nothing in this letter agreement shall confer upon Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any parent or subsidiary of the Company employing or retaining you, which rights are hereby expressly reserved by each, to terminate your Service at any time for any reason, without or without cause.

5. General Provisions.

5.1 Governing Law; Entire Agreement. This letter agreement shall be governed in all respects by the laws of the State of California without regard to choice of laws or conflict of laws provisions thereof. This letter agreement, the Stock Issuance Agreements related to the Shares and the Plan shall constitute the full and entire understanding and agreement between Participant and the Company with regard to the subject matter hereof and thereof.

5.2 Severability. If any provision of this letter agreement or either Stock Issuance Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this letter agreement and the balance of this letter agreement shall be enforceable in accordance with its terms.

5.3 Titles and Subtitles. The titles and subtitles used in this letter agreement are used for convenience only and are not to be considered in construing or interpreting this letter agreement.

If you agree with all of the foregoing terms and provisions, please sign and date this letter and return them to my attention by January 30, 2017. If you have any questions regarding this matter or this letter agreement, please don't hesitate to contact me or the Company's outside counsel, Ellen Bancroft.

Sincerely,

VERITONE, INC.

/S/ CHAD STEELBERG

By: Chad Steelberg, CEO

I hereby accept the foregoing amended Offer Letter. I have read and understand and agree to its terms. I understand that the Offer Letter, as so amended, together with the Stock Issuance Agreements and sets forth the entire agreement between myself and the Company, regarding the terms of employment and supersedes any prior agreements, understanding or discussion which I may have prior to signing this letter agreement.

/S/ JEFFREY B. COYNE
Jeffrey B. Coyne

Date: January 23, 2017

Exhibit 10.7

RENTAL AGREEMENT / LEASE

Date: February 01, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
1-6	114	x	1.35	=	153.9	$ 2.40	$ 369.36/mo
1-7	114		1.35		153.9	$ 2.40	$ 369.36/mo
1-8	114		1.35		153.9	$ 2.40	$ 369.36/mo
1-11	220		1.35		297	$ 1.60	$ 475.20/mo
1-12	200		1.35		270	$ 2.1012	$ 567.32/mo
1-13	212		1.35		286.2	$ 1.48148	$ 424.00/mo
1-14	180		1.35		243	$ 2.1012	$ 510.59/mo
1-15	195		1.35		263.25	$ 1.25889	$ 331.40/mo
1-16	100		1.35		135	$ 0.926	$ 125.00/mo
1-17	90		1.35		121.5	$ 2.40	$ 291.60/mo
1-21	279		1.35		376.65	$ 2.65764	$1001.00/mo
1-22	260		1.35		351	$ 2.53561	$ 890.00/mo
1-24A	435		1.35		587.25	$ 2.85	$1673.66/mo
1-24B	435		1.35		587.25	$ 2.85	$1673.66/mo
1-28A	150		1.35		202.5	$ 2.80	$ 567.00/mo
1-28B	150		1.35		202.5	$ 2.80	$ 567.00/mo
1-28C	150		1.35		202.5	$ 2.80	$ 567.00/mo
2-1, 2-2	823		1.35		1111.05	$ 3.05	$3388.70/mo
2-3	390		1.35		526.5	$ 3.05	$1605.83/mo
2-4	112		1.35		151.2	$ 2.42	$ 365.90/mo
2-5	143		1.35		193.05	$ 3.05	$ 588.80/mo
2-6	125		1.35		168.75	$ 3.05	$ 514.69/mo
2-7	135		1.35		182.25	$ 3.05	$ 555.86/mo
2-8	115		1.35		155.25	$ 2.42	$ 375.71/mo
2-9	220		1.35		297	$2.2962963	$ 682.00/mo
2-15	102		1.35		138	$ 1.99275	$ 275.00/mo
2-18	245		1.35		330.75	$ 2.0903	$ 691.37/mo
2-19	485		1.35		654.75	$ 2.09031	$1368.63/mo
2-20A	240		1.35		324	$ 2.07335	$ 671.77/mo
2-20B	170		1.35		229.5	$ 2.07324	$ 475.81/mo
2-29A	155		1.35		209.25	$ 2.31546	$ 484.51/mo
2-29B	50		1.35		67.5	$ 2.07297	$ 139.93/mo
2-31	290		1.35		391.5	$ 2.09157	$ 818.85/mo

2. **Term:** The term is a sixteen (16) month and twenty-one (21) day tenancy, commencing on February 01, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement.

3. **Rent:**

    a. Lessee agrees to pay Rent at the rate of **$23,775.87** per month through June 21, 2017, the end of the term.

    b. Rent is payable in advance on the **1st day** of each calendar month.

    c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

    d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

    e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

    a. Lessee has previously deposited a Security Deposit of **$22,223.20** which shall be held by Lessor as the Security Deposit with this Lease.

    b. All or any portion of the security deposit may be used, as reasonably necessary, to **(i)** cure Lessee's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Lessee or by a guest or licensee of Lessee; **(iii)** and cover any other unfulfilled obligation of Lessee. **SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF LAST MONTH'S RENT.**

    c. If the Lessor's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 21 days after the Lessor receives possession.

    d. No interest shall be paid on the security deposit.

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3)**

calendar days after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or

improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc. 17992 Cowan Irvine, CA 92614	**Lessee:**	Veritone Inc. 3366 Via Lido Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

    Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/2016
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
1-9	120	x	1.35	=	162	$ 2.40	$388.80/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$388.80** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc. at 17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
1-23	257	x	1.35	=	346.95	$ 2.54	$881.25/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$881.25** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
2-10A	110	x	1.35	=	148.50	$ 2.00	$297.00/mo
2-10B	110	x	1.35	=	148.50	$ 2.00	$297.00/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$594.00** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii**) vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor: Battaglia Inc.
17992 Cowan
Irvine, CA 92614

Lessee: Veritone Inc.
3366 Via Lido
Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
2-11	150	x	1.35	=	202.5	$ 2.00	$405.00/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$405.00** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
2-12	150	x	1.35	=	202.5	$ 2.00	$405.00/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$405.00** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: March 07, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
2-13	170	x	1.35	=	229.5	$ 2.00	$459.00/mo
2-14	100	x	1.35	=	135	$ 2.00	$270.00/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a fifteen (15) month and fifteen (15) day tenancy, commencing on March 07, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$729.00** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date 2/2/2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 2/3/16
Richard J. Battaglia – Chief Executive Officer

RENTAL AGREEMENT / LEASE

Date: August 16, 2016

Battaglia Inc. ("Lessor") and Veritone Inc. ("Lessee") agree as follows:

1. **Premises:** Lessor rents to Lessee and Lessee rents from Lessor, the real property and improvements described as:

Office #	Actual Office Square Feet		Common Area Allocation		Common Area Total Area	Price/ Sq.Ft. Chrg	Total Mo. Rent
1-5	1585	x	1.35	=	2139.75	$ 2.70	$5,777.33/mo
2-32	540	x	1.35	=	729	$ 2.00	$1,458.00/mo

The premises is rented in "as-is" condition with no additional tenant improvements to be provided by Lessor.

2. **Term:** The term is a ten (10) month and six (6) day tenancy, commencing on August 16, 2016 and continuing until June 21, 2017. Lessor and Lessee commit to renting said real property and improvements for the full term provided either party is not in default with any of the terms of this agreement. Should the premises not become available on the above commencement date for any reason, the term shall commence on the soonest available date thereafter with no change to the termination date.

3. **Rent:**

   a. Lessee agrees to pay Rent at the rate of **$7,235.33** per month through June 21, 2017, the end of the term.

   b. Rent is payable in advance on the **1st day** of each calendar month.

   c. If the Commencement Date falls on any day other than the first day of the month, Rent for the first calendar month shall be prorated based on a 30-day period.

   d. If the Termination Date falls on any day other than the last day of the month, Rent for the final calendar month shall be prorated based on a 30-day period.

   e. Payment: Rent shall be paid to **Battaglia Inc.** at **17992 Cowan, Irvine, CA 92614**, or at any other location specified by Lessor in writing to Lessee.

4. **Security Deposit:**

   a. Lessee agrees to pay Lessor **$0.00** as a security deposit

5. **Parking:** All tenant parking will be on a first come, first served basis, except for reserved spaces, as marked. (Care should be taken upon exiting as the exit gate is set to a fixed time and can close against the exiting automobile if the exiting automobile sits too long part way through the exit gate.) A secondary parking lot a couple blocks away across from the Fire Department on 32nd Street, is available if the primary lot is full or for visitors to the office. All guests and business visitors are to park on the street.

6. **Late Charge; Interest; NSF Checks:** Lessee acknowledges that either late payment of Rent or issuance of a NSF check may cause Lessor to incur costs and expenses. If any installment of Rent due from Lessee is not received by Lessor within **three (3) calendar days** after date due, or if a check is returned NSF, Lessee shall pay to Lessor, respectively, 2% of the Rent as late charge and $25.00 as a NSF fee, any of which shall be deemed additional Rent.

Lessor and Lessee agree that these charges represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3b, or prevent Lessor from exercising any other rights and remedies under this agreement.

7. **Zoning and Land Use:** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use.

8. **Lessee Operating Expenses:** Lessee agrees to pay for installation and monthly expenses for any telephone or computer lines and other specialty office needs.

9. **Property Operating Expense:** Lessor agrees to pay for power, water, HVAC and maintenance as well as kitchen and restroom supplies.

10. **Use:** Expanded building usage is offered to Lessee such as the lobby, kitchen and all restrooms. No other use is permitted without Lessor's prior written consent. Lessee will comply with all Laws affecting its use of the Premises.

11. **Rules/Regulations:** Lessee agrees to comply with all rules and regulations of Lessor that are at any time posted on the Premises or delivered to Lessee. Lessee shall not, and shall ensure that guests and licensees of Lessee do not, disturb, annoy, endanger, or interfere with other Lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or

violate any law or ordinance, or committing a waste or nuisance on or about the Premises. Building security for all tenants is an important issue. Lessee agrees to Lessor's strict policies to access the Premises, key control and secure the building in a proper fashion.

12. **Alterations:** Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Lessor's prior written consent.

13. **Entry:** Lessee shall make Premises available to Lessor or Lessor's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Lessees, mortgagees, lenders, appraisers, or contractors. Lessor and Lessee agree that 24 hours' notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Premises at any time without prior notice.

14. **Subletting/Assignment:** Lessee shall not sublet or encumber all or any party of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Lessor. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Lessee, operation of law, or otherwise, shall be null and void, and, at the option of Lessor, terminate this agreement.

15. **Lessee's Obligations Upon Vacating Premises:** Upon termination of agreement, Lessee shall: **(i)** give Lessor all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Lessor empty of all persons and personal property; **(iii)** vacate all parking and storage space; **(iv)** deliver Premises to Lessor in the same condition as first occupied and give written notice to Lessor of Lessee's forwarding address.

16. **Insurance:** Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, Lessee shall, at Lessee's expense, obtain and keep in force during the time of this lease, a policy of general liability insurance insuring Lessee and Lessor, as named insured and additionally insured, respectively, against any liability arising out of the use, occupancy or maintenance of the Premises, and all other areas appurtenant thereto, used by Lessee in an amount of not less than $1,000,000 per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing Lessee's compliance.

17. **Lessee Representations; Credit;** Lessee warrants that all statements in Lessee's financial documents and rental applications are accurate. Lessee authorizes Lessor to obtain Lessee's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Lessor may cancel this agreement at any time, upon discovering that information in Lessee's application is false. A negative credit report reflecting on Lessee's record may be submitted to a credit reporting agency, if Lessee fails to pay Rent or comply with any other obligation under this agreement.

18. **Joint and Individual Obligations:** If there is more than one Lessee, each one shall be individually and completely responsible for the performance of all obligations of Lessee under this agreement, jointly with every other Lessee, and individually, whether or not in possession.

19. **Notice:** Notices may be served by mail, email, facsimile, or courier at the following address or location, or at any other locations subsequently designated:

Lessor:	Battaglia Inc.	**Lessee:**	Veritone Inc.
	17992 Cowan		3366 Via Lido
	Irvine, CA 92614		Newport Beach, CA 92663

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

20. **Indemnification:** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises.

21. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between Lessor and Lessee shall be entitled to reasonable attorney fees and costs from the non-prevailing Lessor or Lessee.

22. **Entire Contract:** Time is of the essence. All prior agreements between Lessor and Lessee are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Lessee /s/ John Markovich Date July 14, 2016
Veritone, Inc., by John Markovich, Chief Financial Officer

Address 3366 Via Lido, Newport Beach, CA 92663

Lessor /s/ Richard J. Battaglia Date 7/14/16
Richard J. Battaglia – Chief Executive Officer

Exhibit 10.8

OFFICE LEASE AGREEMENT

BETWEEN

LANDLORD: ROSELLE-DUNHILL LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

AND

TENANT: ROIM, INC.,
A DELAWARE CORPORATION

DATED: October 8, 2010

TABLE OF CONTENTS

LEASE AGREEMENT

LIST OF EXHIBITS

BASIC LEASE PROVISIONS

The following sets forth some of the Basic Provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control. In addition to the following Basic Lease Provisions, all of the other terms and conditions and sections of the Office Lease Agreement hereinafter set forth are hereby incorporated as an integral part of this Summary.

1.	Building (Sec Section 1):	3560 Dunhill Street San Diego, CA 92121
2.	Premises (See Section 1):	
	Suite:	120
	Floor:	Single story
	Rentable Square Feet:	3,600
3.	Term (See Section 2):	Thirty-nine (39) full calendar months
	Target Commencement Date:	November 15, 2010, subject to Section 3
	Target Expiration Date:	February 15, 2014, subject to Section 3
4.	Base Rent (See Section 5):	

Lease Year	Monthly Rate Per Rentable Square Foot of Premises	Monthly Installment
Month 1 and Month 5 through Month 12	$1.85	$6,660
Month 13 through Month 24	$1.91	$6,876
Month 25 through Month 36	$1.96	$7,056
Month 37 through Expiration Date	$2.02	$7,272

[Note: First month's Rent is payable upon Lease execution by Tenant.]

5.	Rent Payment Address (See Section 5)	
	Roselle-Dunhill LLC (care of Cruzan Monroe Investments LLC) 221 15th Street Del Mar, CA 92014	
6.	Base Year (See Section 7)	
	Tax Base Year:	2011
	Operating Expense Base Year:	2011
7.	Tenant's Share (See Section 7):	25.52%
8.	Security Deposit (See Section 11):	$7,272, or last month's Base Rent

9.	Parking Spaces (See Section 19):	Ten (10) spaces (See Section 19)
10.	Maximum Landlord Work Amount (See Section 21):	N/A
11.	Tenant's Liability Insurance (See Section 29):	$2,000,000 per occurrence
12.	Landlord's Broker (See Section 50):	N/A
	Tenant's Broker (See Section 50):	N/A
13.	Notice Address (See Section 33)	
	Landlord	Tenant
	Roselle-Dunhill LLC c/o Cruzan Monroe Investments LLC 221 15th Street Del Mar, CA 92014 E-Mail: ann@cruzanmonroe.com Fax No.: (858) 350-4030 Phone No.: (858) 350-1822	ROIM, Inc. 11010 Roselle Street, Suite 120 San Diego, CA 92121 E-Mail: dane@roimediadirect.com Fax No.: (858) 412-1408 Phone No.: (858) 412-1400 [From and after the Commencement Date, Tenant's notice address shall be the address of the Premises.]
14.	Guarantor (See Section 60):	N/A

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the date set forth on the first page hereof.

LANDLORD:		TENANT:	
ROSELLE-DUNHILL LLC, a California limited liability company		ROIM, INC., a Delaware corporation	
By:	/s/ Dennis Cruzan	By:	/s/ Patrick Lennon
Print Name:	Dennis Cruzan	Print Name:	Patrick Lennon
Title:	Member	Title:	President (If Tenant is a corporation, must be the President, Chairman of the Board or Vice President)
By:	/s/ Phillip Monroe	By:	
Print Name:	Phillip Monroe	Print Name:	
Title:	Member	Title:	(If Tenant is a corporation, must be the Secretary, Chief Financial Officer or Assistant Treasurer)

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (hereinafter called the "**Lease**") is made and entered into as of the date appearing on the first page hereof by and between the Landlord and Tenant identified above.

A. Premises/Term/Possession

1. **Premises**. Landlord does hereby rent and lease to Tenant and Tenant does hereby rent and lease from Landlord, for general office purposes and the uses permitted under Section 12 below, of a type customary for first-class office buildings, the Premises located in the Building identified in the Basic Lease Provisions, situated on the real property described in Exhibit "A" attached hereto (the "**Property**"), such Premises as all further shown by diagonal lines on the drawing attached hereto asExhibit "A-1" and made a part hereof by reference. The Premises and the Building are part of a 2-building project ("**Project**") located on the Property, which includes the building located at 11010 Roselle Street, San Diego, California 92121 (the "**Roselle Building**"). The Premises shall be prepared for Tenant's occupancy in the manner and subject to the provisions of Exhibit "B" attached hereto and made a part hereof ("**Description of Landlord Work**"). Landlord and Tenant agree that the number of rentable square feet described in Section 2 of the Basic Lease Provisions has been confirmed and conclusively agreed upon by the parties. No easement for light, air or view is granted hereunder or included within or appurtenant to the Premises. Tenant acknowledges and agrees that, except as expressly set forth in Section 3 and the Description of Landlord Work, the leasing of the Premises is made on an "as-is" condition and basis.

2. **Lease Term**. Tenant shall have and hold the Premises for the term ("**Term**") identified in the Basic Lease Provisions commencing on the date (the "**Commencement Date**") which is the earlier of (i) five (5) days after the date on which substantial completion of the Landlord Work (as defined in the Description of Landlord Work) has occurred (as specified by written notice from Landlord to Tenant), or would have occurred but for any Tenant Delays (defined below), or (ii) the date Tenant first occupies all or any portion of the Premises for the conduct of its business, and shall terminate at midnight on the last day of the Term (the "**Expiration Date**"), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Landlord and Tenant shall enter into a letter agreement in the form attached hereto as Exhibit "C", specifying and/or confirming the Commencement Date and the Expiration Date (and the number of rentable square feet contained within the Premises and the amount of Base Rent payable hereunder for each Lease Year (as defined in Section 5 below), if such numbers as finally determined differ from those set forth in the Basic Lease Provisions).

(a) **Options to Extend**. Tenant shall have one (1) option (the "**Extension Option**") to extend the Lease Term, as to the entire Premises and for a period (the "**Option Period**") of two (2) years, the Option Period commencing upon the date the initial Lease Term would otherwise expire upon the same terms and conditions then-applicable to this Lease, except for Base Rent (which shall be determined as set forth below). The Extension Option may be exercised only by written notice to Landlord from Tenant not later than nine (9) months and not earlier than twelve (12) months prior to commencement of the Option Period; provided,

however, that the Extension Option may be exercised only if Tenant is not then in default under this Lease. If Tenant does not timely exercise the Extension Option in strict accordance with the provisions hereof, the Extension Option shall forever terminate and be of no further force and effect. The Extension Option is personal to Tenant, and may not be exercised by any person or entity other than the original Tenant. Upon proper exercise by Tenant of the Extension Option in accordance with the terms and provisions of this Lease, the defined term "Term" as used in this Lease shall mean and refer to the Term of this Lease as extended by the Option Period. The Base Rent beginning with the first day of the Option Period shall equal the then-prevailing "Fair Market Rental" ("**Fair Market Rental**") for comparable space in comparable quality office buildings in the Sorrento Valley and surrounding area ("**Comparable Buildings**"), as determined by Landlord. The term Fair Market Rental, as used herein, shall mean the annual amount per square foot, projected during the relevant period, that a willing, comparable, non-renewing, non-equity tenant (excluding sublease and assignment transactions) would pay, and a willing, comparable landlord of a Comparable Building would accept, at arm's length, for space of comparable size, quality and floor height as the Premises, taking into account the age, quality and layout of the existing improvements in the Premises and taking into account items that professional real estate brokers or professional real estate appraisers customarily consider, including, but not limited to, rental rates, parking charges, space availability, and tenant size and creditworthiness. Landlord shall provide written notice of Landlord's determination of the Fair Market Rental not later than thirty (30) days after Tenant's exercise of the Extension Option ("**Landlord's Notice**"). Tenant may accept Landlord's determination of the Fair Market Rental by written notice to Landlord ("**Tenant's Notice**") given within fifteen (15) days after receipt of Landlord's Notice. Within fifteen (15) days of delivery of Tenant's Notice, Tenant shall execute an amendment to this Lease confirming the Base Rent during the Option Period. If Tenant fails to timely deliver Tenant's Notice or timely execute the Lease amendment, the Extension Option shall automatically terminate and shall be of no further force or effect.

(b) **Early Access**. Notwithstanding any provision to the contrary herein, as soon as practicable following Tenant's written request therefor, Landlord shall endeavor to give Tenant access to the Premises for the sole purpose of installing furniture, trade fixtures, data and telecommunications wiring and equipment in the Premises and preparing the Premises for Tenant's occupancy (such period of early occupancy, the "**Early Access Period**"), provided that in no event shall Tenant or its agents, employees and contractors interfere with Landlord's construction of the Landlord Work. Tenancy's occupancy of the Premises during the Early Access Period shall be subject to all the terms and conditions of this Lease (including the requirement that Tenant deliver certificates of insurance pursuant to Section 29(b)(2) below), except that Tenant shall not be responsible for payment of Base Rent during the Early Access Period. Tenant shall defend, indemnify and hold harmless Landlord from any and all claims, losses and damages arising from Tenant's occupancy of the Premises during the Early Access Period.

3. **Landlord's Failure to Give Possession**. Landlord will use all commercially reasonable efforts to deliver possession of the Premises to Tenant by the Target Commencement Date of the Term. If Landlord is delayed in delivering possession of the Premises for any reason, including Landlord's failure to substantially complete the Landlord Work by the Target Commencement Date, such delay shall not be a default by Landlord, render this Lease void or voidable, or otherwise render Landlord liable for damages. Notwithstanding the foregoing, in the event that substantial completion of the Landlord Work is delayed due to Tenant Delay, the

Commencement Date shall be the date on which the Landlord Work would have been substantially completed absent Tenant Delay. "**Tenant Delay**", for purposes of this provision, means delay in the substantial completion of the Landlord Work caused by any of the following: (A) non-compliance by Tenant with matters to be performed by Tenant or Tenant' agents as specified in the Description of Landlord Work; (B) Tenant's failure to respond within a reasonable time during the design or construction periods to requests for approval, consent, explanation or interpretation of anything relating to the construction of the Landlord Work; (C) the effect of any change orders or other revisions of the plans and specifications initiated or necessitated by Tenant or its agents; (D) the effect of any long lead items specifically caused by Tenant's space plan for the Premises; (E) Tenant's interference with construction of the Landlord Work during the Early Access Period; or (F) any other cause within Tenant's exclusive control that adversely affects the substantial completion of the Landlord Work. "**Substantial completion of the Landlord Work**" and derivatives thereof, for purposes of this provision, means (i) a certificate of occupancy (permanent or temporary), or equivalent building inspection sign-off, from the City of San Diego has been issued with respect to the Landlord Work on the Premises, (ii) all Building systems are in good working order to support the operation of the Premises for general office uses, (iii) the Landlord work is complete other than with respect to industry standard punchlist items, (iv) the Building roof, main electrical supply and plumbing systems serving and within the Premises are in good working condition, and (v) the Building and Premises (including parking areas for the Premises) are in a condition that meets all current building codes and legal requirements, including seismic, fire, life safety, Americans with Disabilities Act of 1990 (the "ADA"), and Title 24 of the California Code of Regulations, as the same are enacted and enforced as of the date if this Lease, without regard to Tenant's specific use of the Premises. The fact that Tenant's fixturing, furnishing or completion of floor coverings or other materials or finishes that are not included in the Landlord Work are not completed will not delay the occurrence of the Commencement Date. The Term of the Lease shall be deemed extended for each day that the Commencement Date is postponed.

*Notwithstanding the above, Landlord and Tenant hereby agree that the lease between Landlord and Tenant for 11010 Roselle Street, Suite 120, San Diego, CA dated as of February 26, 2008 ("**Previous Lease**"), is terminated as of 11:59 p.m. on the day Tenant occupies the Premises pursuant to Section 1 above (the "**Previous Lease Termination Effective Date**"). Tenant hereby agrees to vacate the Previous Lease Premises and surrender and deliver exclusive possession of the Previous Lease Premises to Landlord on or before the Effective Date free of all occupancies or sub-tenancies and otherwise in accordance with the provisions of the Previous Lease.*

*Tenant fully and unconditionally releases and discharges Landlord, and its members, shareholders, partners, agents and employees (collectively, the "**Landlord Released Parties**") from any and all demands, charges, claims, accounts or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action, that may arise out of or in connection with the Previous Lease, and hereby releases and forever discharges the Landlord Released Parties of and from any and all such demands, charges, claims, accounts or causes of action.*

*Landlord fully and unconditionally releases and discharges Tenant, and its members, shareholders, partners, agents and employees (collectively, the "**Tenant Released Parties**") from any and all demands, charges, claims, accounts or causes of action of any nature, including,*

without limitation, both known and unknown claims and causes of action, that may arise out of or in connection with the Previous Lease, and hereby releases and forever discharges the Tenant Released Parties of and from any and all such demands, charges, claims, accounts or causes of action.

Following the full execution and delivery of this Agreement, Landlord, and its agents, shall have the right to enter the Previous Lease Premises for the purpose of showing the same to prospective tenants, contractors, purchasers and lenders and Landlord and/or Landlord's agents, may place any ordinary "For Lease" signs on the Previous Lease Premises. Should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of the Previous Lease Agreement or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute.

4. **Quiet Enjoyment**. Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term hereof. Landlord shall not be responsible for the acts or omissions of Tenant, any other tenant, or any third party that may interfere with Tenant's use and enjoyment of the Premises.

B. Rent/Payment/Security Deposit

5. **Base Rent**. Tenant shall pay to Landlord, at the address stated in the Basic Lease Provisions or at such other place as Landlord shall designate in writing to Tenant, annual base rent ("**Base Rent**") in the amounts set forth in the Basic Lease Provisions. The term "**Lease Year**", as used in the Basic Lease Provisions and throughout this Lease, shall mean each and every consecutive twelve (12) month period during the Term of this Lease, with the first such twelve (12) month period commencing on the Commencement Date; provided, however, that if the Commencement Date occurs other than on the first day of a calendar month, the first Lease Year shall be that partial month plus the first full twelve (12) months thereafter.

6. **Rent Payment**. The Base Rent for each Lease Year shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant and shall be applied to the first month's Base Rent, and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Commencement Date during the Term hereof (provided, that if the Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to that partial calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment). Tenant shall pay, as "**Additional Rent**", all other sums due from Tenant under this Lease (the term "**Rent**", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord). Notwithstanding the foregoing, and provided no default by Tenant under this Lease shall have then occurred, Tenant's obligation to pay Base Rent for months 2 through 4 of the initial Term shall be abated. Notwithstanding the foregoing, Tenant shall remain responsible for payment of the full amount of any Additional Rent due Landlord during such period of rental abatement.

7. **Operating Expenses/Taxes/Electricity Costs**.

(a) Tenant agrees to reimburse Landlord throughout the Term, as Additional Rent hereunder, for Tenant's Share (as defined below) of: (i) the annual Operating Expenses (as defined below) in excess of the Operating Expenses for the Operating Expense Base Year set forth in the Basic Lease Provisions (hereinafter called the "**Base Year Expense Amount**"); and (ii) the annual Taxes (as defined below) in excess of the Taxes for the Tax Base Year set forth in the Basic Lease Provisions (hereinafter called the "**Base Year Tax Amount**"). The term "**Tenant's Share**" as used in this Lease shall mean the percentage determined by dividing the rentable square footage of the Premises by the rentable square footage of the Building. Landlord and Tenant hereby agree that Tenant's Share with respect to the Premises initially demised by this Lease is the percentage amount set forth in the Basic Lease Provisions. Tenant's Share of excess Operating Expenses and excess Taxes for any calendar year shall be appropriately prorated for any partial year occurring during the Term.

(b) "**Operating Expenses**" shall mean all of those expenses of operating, servicing, managing, maintaining and repairing the Property, Building, and all parking areas and all related common areas (as well as the reasonable allocation by Landlord of Project Operating Expenses (as defined below) and any expenses incurred and related to facilities located on other property but serving the Property and the Project). Operating Expenses shall include, without limitation, the following: (1) insurance premiums and deductible amounts, including, without limitation, for commercial general liability, "**special form**" property, rent loss and other coverages carried by Landlord on the Building and Property, including, without limitation flood insurance, in such amounts and in such form as Landlord has reasonably determined is necessary or appropriate and/or as is required by Landlord's lender; (2) all costs related to the providing of water, heating, lighting, ventilation, sanitary sewer, air conditioning and other utilities in the Building (collectively, "**Utility Charges**"), including Electricity Costs (defined below) but specifically excluding electricity or other Utility Charges actually paid separately by Tenant, including, without limitation, pursuant to Section 8 or by any other tenants of the Building; (3) janitorial and maintenance expenses, including: (a) janitorial services and janitorial supplies and other materials used in the operation and maintenance of the Building; and (b) the cost of maintenance and service agreements on equipment, window cleaning, grounds maintenance, pest control, security, trash and snow removal, and other similar services or agreements, but specifically excluding the costs of janitorial services actually paid separately by Tenant, including, without limitation, pursuant to Section 8 or any other tenants of the Building; (4) management fees or a charge equal to fair market management fees if Landlord provides its own management services (subject during the initial Term of the Lease to a maximum charge for each Lease Year of three percent (3%) of annual Rent for such Lease Year); (5) the costs, including interest, amortized over the applicable useful life, of any capital improvement made to the Building by or on behalf of Landlord which is required under any governmental law or regulation (or any judicial interpretation thereof) that was not applicable to the Building as of the date of this Lease, and of the acquisition and installation of any device or equipment designed to improve the operating efficiency of any system within the Building which is reasonably intended to reduce Operating Expenses or which is acquired to improve the safety of the Building or Property; (6) all services, supplies, repairs, replacements or other expenses directly and

reasonably associated with servicing, maintaining, managing and operating the Building, including, but not limited to the lobby, vehicular and pedestrian traffic areas and other common use areas; (7) wages and salaries of Landlord's employees (not above the level of Building or Property Manager or whatever title represents the on-site management representative primarily responsible for management of the Building) engaged in the maintenance, operation, repair and services of the Building, including taxes, insurance and customary fringe benefits; (8) legal and accounting costs reasonably incurred by Landlord in the ordinary course of operating the Building (but not including legal costs incurred in collecting delinquent rent from any occupants of the Property); (9) costs to maintain and repair the Building and Property; (10) landscaping and security costs unless Landlord hires a third party to provide such services pursuant to a service contract and the cost of that service contract is already included in Operating Expenses as described above; (11) if the Building is part of a multi-building project, the Building's allocated share (as reasonably determined by Landlord) of those expenses incurred on a project-wide basis benefiting the Building and/or Property including, without limitation, costs in connection with (i) landscaping, (ii) utility and road repairs, (iii) security, and (iv) signage installation, replacement and repair.

Operating Expenses shall specifically further exclude, however, the following: (i) costs of alterations of tenant spaces (including all tenant improvements to such spaces); (ii) costs of capital improvements (including but not limited to ADA compliance items), except as provided in the preceding paragraph, which costs shall be amortized as provided therein; (iii) depreciation, interest and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) payments to affiliates of the Landlord for goods and/or services in excess of what would be paid to non-affiliated parties for such goods and/or services in an arm's length transaction; (vi) costs or other services or work performed for the singular benefit of another tenant or occupant (which shall not operate to exclude costs incurred in connection with common areas of the Project); (vii) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing or amending leases with existing tenants or occupants of the Building; (viii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building; (ix) any expense for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants or any other source; (x) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (xi) all expenses in connection with the installation, operation and maintenance of any observatory, broadcasting facilities, luncheon club, athletic or recreation club, cafeteria, dining facility, or other facility not generally available to all office tenants of the Building, including Tenant; (xii) Taxes; (xiii) rental under any ground or underlying lease or leases; and (xiv) costs incurred pursuant to Section 23 below.

(c) "**Taxes**" shall mean all taxes and assessments of every kind and nature which Landlord shall become obligated to pay with respect to each calendar year of the Term or portion thereof because of or in any way connected with the ownership, leasing, and operation of the Building and the Property, subject to the following: (i) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included in Taxes shall be the amount required to be paid for any calendar year, notwithstanding that such Taxes are assessed for a different calendar year (the amount of any tax refunds received by Landlord during the Term of this Lease shall be deducted from Taxes for the calendar year to which such refunds are attributable); (ii) the amount of special taxes and special assessments to be included

shall be limited to the amount of the installments (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment payable for the calendar year in respect of which Taxes are being determined; (iii) the amount of any tax or excise levied by the State or the City where the Building is located; any political subdivision of either, or any other taxing body, on rents or other income from the Property (or the value of the leases thereon) to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Taxes are being determined had the income received by Landlord from the Building [excluding amounts payable under this subparagraph (iii)] been the sole taxable income of Landlord for such calendar year; (iv) there shall be excluded from Taxes all income taxes [except those which may be included pursuant to the preceding subparagraph (iii) above], excess profits taxes, franchise, capital stock, and inheritance or estate taxes; (v) if any portion of the Taxes in the Tax Base Year includes an assessment which is no longer payable in a subsequent calendar year, the Taxes for the Tax Base Year shall be adjusted to eliminate the amount of the annual assessment originally included therein; and (vi) Taxes shall also include Landlord's reasonable costs and expenses (including reasonable attorneys' fees) in contesting or attempting to reduce any Taxes assessed for a different calendar year.

(d) "**Electricity Costs**" shall mean all of those costs and expenses of every kind and nature whatsoever which Landlord shall incur in connection with providing various electricity and power services to the Building, or any portion thereof; or to the tenant spaces located therein, including the Premises, with respect to each calendar year of the Term or portion thereof, but specifically excluding electricity or power charges actually paid by Tenant or other tenants of the Building to Landlord or directly to the provider of such services, including, without limitation, pursuant to Section 8.

(e) "**Project Operating Expenses**" shall mean all direct costs of operation and maintenance of all common areas and parking facilities of the Project as are, from time to time, installed, constructed or designated by Landlord, and all costs, fees or other amounts payable by Landlord as Landlord's pro rata share of expenses to any owners association under the CC&Rs (defined below) applicable to the Project. Project Operating Expenses shall be equitably and reasonably allocated to the Building by Landlord in the exercise of its reasonable discretion.

(f) Landlord shall, on or before the Commencement Date and as soon as reasonably possible after the commencement of each calendar year thereafter, provide Tenant with a statement of the estimated monthly installments of Tenant's Share of excess Operating Expenses and excess Taxes which will be due for the remainder of the calendar year in which the Commencement Date occurs or for the next ensuing calendar year, as the case may be. Landlord agrees to keep books and records showing the Operating Expenses in accordance with generally accepted accounting principles (as modified for office buildings in a manner comparable to other similar buildings in the commercial area where the Building is located) and practices consistently maintained on a year-to-year basis in compliance with such provisions of this Lease as may affect such accounts, and Landlord shall deliver to Tenant after the close of each calendar year (including the calendar year in which this Lease terminates), a statement ("**Landlord's Statement**") containing the following: (1) a statement that the books and records covering the operation of the Building have been maintained in accordance with the requirements in this subparagraph (e); (2) the amount of any increases in the Operating Expenses for such calendar

year in excess of the Operating Expenses for the Operating Expense Base Year; and (3) the amount of any increases in the Taxes for such calendar year in excess of the Taxes for the Tax Base Year. Upon reasonable prior written request given not later than thirty (30) days following the date Landlord's Statement is delivered to Tenant, Landlord will provide Tenant detailed documentation to support such Landlord's Statement or provide Tenant with the opportunity to review such supporting information. If Tenant does not notify Landlord of any objection to Landlord's Statement within sixty (60) days after the later of delivery of Landlord's Statement or such requested supporting documentation, Tenant shall be deemed to have accepted Landlord's Statement as true and correct and shall be deemed to have waived any right to dispute the excess Operating Expenses and/or Taxes due pursuant to that Landlord's Statement.

(A) Tenant shall pay to Landlord, together with its monthly payment of Base Rent as provided in Section 5 above, as Additional Rent hereunder, the estimated monthly installment of Tenant's Share of the excess Operating Expenses and Taxes for the calendar year in question. At the end of any calendar year, if Tenant has paid to Landlord an amount in excess of Tenant's Share of excess Operating Expenses and Taxes for such calendar year, Landlord shall reimburse to Tenant within thirty (30) days any such excess amount (or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Additional Rent due hereunder, at the option of Landlord). At the end of any calendar year if Tenant has paid to Landlord less than Tenant's Share of excess Operating Expenses and Taxes for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days after Tenant receives the annual statement.

(B) For the calendar year in which this Lease terminates and is not extended or renewed, the provisions of this Section shall apply, but Tenant's Share for such calendar year shall be subject to a pro rata adjustment based upon the number of days prior to the expiration of the Term of this Lease. Tenant shall make monthly estimated payments of the pro rata portion of Tenant's Share for such calendar year (in the manner provided above) and when the actual prorated Tenant's Share for such calendar year is determined, Landlord shall send Landlord's Statement to Tenant for such year and if such Statement reveals that Tenant's estimated payments for the prorated Tenant's Share for such calendar year exceeded the actual prorated Tenant's Share for such calendar year, Landlord shall include a refund for that amount along with the Statement (subject to offset in the event Tenant is in default hereunder). If Landlord's Statement reveals that Tenant's estimated payments for the prorated Tenant's Share for such calendar year were less than the actual prorated Tenant's Share for such calendar year, Tenant shall pay the shortfall to Landlord within thirty (30) days after the date of receipt of Landlord's Statement. If Tenant's estimated payments exceed the actual prorated Tenant's Share, the amount of such excess shall be applied to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Additional Rent due hereunder.

(C) If the Building is less than ninety-five percent (95%) occupied at any time during any calendar year of the Term or the Operating Expense Base Year, then the actual Operating Expenses for the calendar year in question (including, if applicable, the Operating Expenses for the Operating Expense Base Year) which vary with occupancy levels in the Building (e.g. elevator maintenance, management fees) shall be increased to the amount of Operating Expenses which Landlord reasonably determines would have been incurred during that calendar year if the Building had been at least 95% occupied throughout such calendar year.

If the provisions of this subsection are applied in any calendar year, the Base Expense Amount shall likewise be adjusted to reflect such level of occupancy.

(D) Within sixty (60) days after Landlord furnishes Landlord's Statement for any calendar year (the "**Audit Election Period**"), Tenant may, at its expense, elect to audit Landlord's Operating Expenses for such calendar year only, subject to the following conditions: (1) there is no uncured event of default under this Lease; (2) the audit shall be prepared by an independent certified public accounting firm of recognized regional or national standing; (3) in no event shall any audit be performed by a firm retained on a "contingency fee" basis; (4) the audit shall commence within thirty (30) days after Landlord makes Landlord's books and records available to Tenant's auditor and shall conclude within sixty (60) days after commencement (provided, however, such audit by Tenant shall be completed not later than one hundred twenty (120) days from the date Landlord first furnishes Landlord's Statement for such calendar year to Tenant); (5) the audit shall be conducted during Landlord's normal business hours at the location where Landlord maintains its books and records and shall not unreasonably interfere with the conduct of Landlord's business; (6) Tenant and its accounting firm shall treat any audit in a confidential manner and shall each execute Landlord's commercially reasonable confidentiality agreement for Landlord's benefit prior to commencing the audit; and (7) the accounting firm's audit report shall, at no charge to Landlord, be submitted in draft form for Landlord's review and comment before the final approved audit report is delivered to Landlord, and any reasonable comments by Landlord shall be incorporated into the final audit report. Notwithstanding the foregoing, Tenant shall have no right to conduct an audit if Landlord furnishes to Tenant an audit report for the calendar year in question prepared by an independent certified public accounting firm of recognized standing (whether originally prepared for Landlord or another party). This paragraph shall not be construed to limit, suspend, or abate Tenant's obligation to pay Rent when due, including estimated excess Operating Expenses. Landlord shall credit any overpayment determined by the final approved audit report against the next Rent due and owing by Tenant or, if no further Rent is due, refund such overpayment directly to Tenant within thirty (30) days of determination. Likewise, Tenant shall pay Landlord any underpayment determined by the final approved audit report within thirty (30) days of determination. The foregoing obligations shall survive the expiration or termination of this Lease. If Tenant does not give written notice of its election to audit Landlord's Operating Expenses during the Audit Election Period, Landlord's Operating Expenses for the applicable calendar year shall be deemed approved for all purposes, and Tenant shall have no further right to review or contest the same. The right to audit granted hereunder is personal to the initial Tenant named in this Lease and shall not be available to any subtenant under a sublease of the Premises.

8. **Utility and Janitorial Costs**.

(a) In addition to Base Rent and Tenant's Share of increases in Operating Expenses and Taxes, Tenant shall pay the Premises Utility Costs (defined below), Premises Electricity Costs (defined below), and the cost of providing janitorial service to the Premises ("**Janitorial Costs**") as described below (collectively, "**Premises Use Expenses**"). "**Premises Utility Costs**" means the cost payable to the provider of services to the Premises for water, sanitary sewer, gas and other utilities to the Premises, as the same are separately metered to the Building. "**Premises Electricity Costs**" means the cost payable to the provider of electricity and power services to the Premises, including heating, lighting, ventilation, and air conditioning, as

the same shall be separately metered to the Building. To the extent that any Premises Utility Costs, Premises Electricity Costs, and Janitorial Costs are not separately metered to the Premises or cannot otherwise be allocated to the Premises by separate invoice or separate line item within an invoice or similar document, then Landlord will make an allocation of such Costs to the Premises based on Landlord's reasonable business judgment taking into account, among other things, the square footage of the Premises, the average number of persons using the Premises on a daily basis, and the type and intensity of use of the Premises. So long as Tenant is not in default under this Lease, Tenant shall directly contract with the provider of any service that results in any Janitorial Costs, Premises Utility Costs, or Premises Electricity Costs. Any such direct contract shall be with a provider and on terms and conditions reasonably acceptable to Landlord. Upon any default by Tenant under this Lease, Landlord may, without prejudice to any other rights and remedies as to such default, require that all (or any) utilities or other services to the Premises be under direct contract with Landlord.

(b) During any period in which Tenant does not directly contract with the provider of utilities or other services to the Premises, as provided under Section 8(a) above, Landlord shall, on or before the Commencement Date and as soon as reasonably possible after the commencement of each calendar year thereafter, provide Tenant with a statement of the estimated monthly installments of Premises Use Expenses which will be due for the remainder of the calendar year in which the Commencement Date occurs or for the next ensuing calendar year, as the case may be. Landlord agrees to keep books and records showing the Premises Use Expenses in accordance with generally accepted accounting principles (as modified for office buildings in a manner comparable to other similar buildings in the commercial area where the Building is located) and practices consistently maintained on a year-to-year basis in compliance with such provisions of this Lease as may affect such accounts, and Landlord shall deliver to Tenant after the close of each calendar year (including the calendar year in which this Lease terminates), a statement ("**Use Expense Statement**") containing the following: (1) a statement that the books and records covering the operation of the Building have been maintained in accordance with the requirements in this subparagraph (b); and (2) the amount of Premises Use Expenses for such calendar year. Upon reasonable prior written request given not later than thirty (30) days following the date the Use Expense Statement is delivered to Tenant, Landlord will provide Tenant detailed documentation to support such Use Expense Statement or provide Tenant with the opportunity to review such supporting information. If Tenant does not notify Landlord of any objection to the Use Expense Statement within ninety (90) days after the later of delivery of the Use Expense Statement or such requested supporting documentation, Tenant shall be deemed to have accepted the Use Expense Statement as true and correct and shall be deemed to have waived any right to dispute the Premises Use Expenses or the Use Expense Statement.

(c) During any period in which Tenant does not directly contract with the provider of utilities or other services to the Premises, as provided under Section 8(a) above, Tenant shall pay to Landlord, together with its monthly payment of Base Rent as provided in Section 5 above, as Additional Rent hereunder, the estimated monthly installment of Premises Use Expenses for the calendar year in question. At the end of any calendar year, if Tenant has paid to Landlord an amount in excess of the Premises Use Expenses attributable to the Premises for such calendar year, Landlord shall reimburse to Tenant any such excess amount (or shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment or installments of Additional Rent due hereunder, at the option of Landlord). At the end of any calendar year if Tenant has paid to Landlord less than the Premises

Use Expenses attributable to the Premises for such calendar year, Tenant shall pay to Landlord any such deficiency within thirty (30) days after Tenant receives the annual statement.

(d) For the calendar year in which this Lease terminates and is not extended or renewed, except to the extent Tenant has directly contracted with the provider of utilities to the Premises as provided under Section 8(a) above, Premises Use Operating Expenses shall be subject to adjustment to reflect the actual Premises Use Expense payable by Tenant for the period prior to the expiration of the Term of this Lease. Tenant shall make monthly estimated payments during such calendar year (in the manner provided above) and when the actual amount of Premises Use Expenses for such calendar year is determined, Landlord shall send the Use Expense Statement to Tenant for such year and if such Statement reveals that Tenant's estimated payments of Premises Use Expenses for such calendar year exceeded the actual amount of Premises Use Expenses for such calendar year, Landlord shall include a refund for that amount along with the Use Expense Statement (subject to offset in the event Tenant is in default hereunder). If the Use Expense Statement reveals that Tenant's estimated payments of Premises Use Expenses for such calendar year were less than the actual amount of Premises Use Expenses for such calendar year, Tenant shall pay the shortfall to Landlord within thirty (30) days after the date of receipt of the Use Expense Statement.

(e) Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for any failure to furnish or delay in furnishing any service (including telephone and telecommunication services) by any provider of such service, or for any diminution in the quality or quantity thereof; and no such failures or delays or diminution shall be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Section 8. Landlord may comply with voluntary controls or guidelines promulgated by any governmental entity relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions without creating any liability of Landlord to Tenant under this Lease.

9. **Late Charge**. Other remedies for non-payment of Rent notwithstanding, if any monthly installment of Base Rent or Additional Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the tenth (10th) day following the date Tenant was invoiced, a late charge of ten percent (10%) of such past due amount shall be immediately due and payable as Additional Rent and interest shall accrue on all delinquent amounts from the date past due until paid at the lower of a rate of one and one-half (1-1/2%) percent per month or fraction thereof from the date such payment is due until paid (Annual Percentage Rate = 18%), or the highest rate permitted by applicable usury law.

10. **Partial Payment**. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

11. **Security Deposit**. Concurrently with Tenant's execution of this Lease, the Security Deposit, and all right and interest in it, associated with the Lease at 11010 Roselle Street, Suite 120 (the "Original Security Deposit") shall be transferred on Tenant's behalf to the Lease at 3560 Dunhill Street, Suite 120. In addition, Tenant shall deposit with Landlord an amount equal to the difference between the Security Deposit outlined in Section 8 of the Basic Lease Provisions above and the Original Security Deposit. Together, these two amounts shall constitute a security deposit (the "**Security Deposit**") in accordance with the requirements of this Section 11, in the form of immediately available funds, as evidence of good faith on the part of Tenant in the fulfillment of the terms of this Lease. The Security Deposit will be held by the Landlord during the Term of this Lease as security for Tenant's performance of its obligations under this Lease. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exists on the day Tenant vacates the Premises, but this right shall not be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. If there are no payments to be made from the Security Deposit as set out in this paragraph, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or such balance thereof remaining, will be refunded to the Tenant within fifteen (15) days after fulfillment by Tenant of all obligations hereunder (including payment of the balance of any year-end reconciliation). In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. In the event of an act of bankruptcy by or insolvency of Tenant, or the appointment of a receiver for Tenant or a general assignment for the benefit of Tenant's creditors, then the Security Deposit shall be deemed immediately assigned to Landlord. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds. Tenant hereby waives the provisions of California Civil Code Section 1950.7 to the extent of any conflict between such provisions and the provisions of this Section 11.

C. Use/Laws/Rules

12. **Use of Premises**.

(a) Tenant shall use and occupy the Premises for general office purposes of a type customary for office buildings of the same type and quality as the Building and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body or any CC&Rs (defined below), nor in any manner to create any nuisance or trespass, nor in any manner which will void the insurance or increase the rate of insurance on the Premises or the Building, nor in any manner inconsistent with the first-class nature of the Building.

(b) Tenant shall not cause or permit the receipt, storage, use, location or handling on the Property (including the Building and Premises) of any product, material or merchandise which is explosive, highly inflammable, or a "hazardous or toxic material," as that term is hereafter defined. "**Hazardous or toxic material**" shall include all materials or substances which have been determined to be hazardous to health or the environment and are regulated or subject to all applicable laws, rules and regulations from time to time, including, without limitation hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos and radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder (collectively, "**Environmental Laws**"). Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of minor amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general office use (e.g., copying machine chemicals and kitchen cleansers).

(c) Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend (with counsel approved by Landlord) and hold Landlord, its partners, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (the "**Indemnified Parties**") harmless from any and all claims, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown, contingent or otherwise (including, without limitation, attorneys' fees, litigation, arbitration and administrative proceedings costs, expert and consultant fees and laboratory costs, as well as damages arising out of the diminution in the value of the Premises or any portion thereof, damages for the loss of the Premises, damages arising from any adverse impact on the marketing of space in the Premises, and sums paid in settlement of claims), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any hazardous or toxic materials, in, on, under, from or about the Premises due to Tenant's acts or omissions, on or about the Premises, except to the extent that such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the negligence or willful misconduct of any of the Indemnified Parties.

(d) Landlord hereby represents and warrants to Tenant that, to Landlord's actual knowledge without duty of investigation or inquiry, as of the date of execution of this Lease, the Building and the Premises does not currently contain any Hazardous Materials in violation of existing applicable Environmental Laws, except as described in the Environmental Reports (as defined below), copies of which have been delivered by Landlord to Tenant. Landlord further covenants that during the Lease Term, Landlord shall comply with all Environmental Laws with respect to Landlord's activities in and around the Building and Premises, and in connection therewith, Landlord shall not cause any Hazardous Materials to be introduced in, on or under the Building or Project by Landlord, its agents, employees or contractors in violation of Environmental Laws in effect at the time of such introduction. As used in this Section 12(d), the term "Environmental Reports" collectively refers to the following report(s) prepared with respect to the Project: Phase I Environmental Site Assessment, dated December 15, 2006 by SCS Engineers (Project No. 01205520.02). Landlord shall indemnify,

defend and hold Tenant harmless from and against, and Operating Expenses shall not include, the cost of remediation of any Hazardous Materials to the extent (A) existing in the Building or Premises, and/or (B) resulting from Landlord's breach of its representations and/or covenants set forth above in this Section 12(d). For purposes hereof, "costs of remediation" shall mean the costs associated with the investigation, testing, monitoring, containment, removal, remediation, cleanup and/or abatement of any release of any such Hazardous Materials described in the immediately preceding sentence as necessary to comply with any applicable Environmental Laws.

13. **Compliance with Laws**. Tenant and Landlord shall operate the Premises and Building respectively in compliance with all applicable federal, state, and municipal laws, ordinances and regulations (including, without limitation, the ADA) and shall not knowingly, directly or indirectly, make any use of the Premises or Building which is prohibited by any such laws, ordinances or regulations.

14. **Waste Disposal**.

(a) Subject to Section 8, all normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the janitorial service.

(b) Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant agrees to separate and mark appropriately all waste to be removed and disposed of through the janitorial service pursuant to (a) above and hazardous, infectious or special waste to be removed and disposed of by Tenant pursuant to this subparagraph (b). Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

15. **Rules and Regulations**. The rules and regulations in regard to the Building, a copy of which is attached hereto as Exhibit "D", and all reasonable rules and regulations and modifications thereto which Landlord may hereafter from time to time adopt and promulgate after notice thereof to Tenant, for the government and management of the Building, are hereby made a part of this Lease and shall during the Term be observed and performed by Tenant, its agents, employees and invitees.

D. Services/Tenant Buildout

16. **Services**. Tenant shall be solely responsible for its own services within the Premises, and shall have control over the operation of all air conditioning, heating and ventilation systems serving the Premises. In no event shall Tenant's use of Building systems or equipment result in excess wear, or diminution of the remaining useful life, of any such systems and equipment. Landlord reserves the right to charge Tenant as Additional Rent hereunder a reasonable sum as reimbursement for any such excessive wear or diminution of the remaining useful life of such systems and equipment, as the same has been determined to exist in Landlord's reasonable discretion.

17. **Telephone and Data Equipment**. Landlord shall have no responsibility for providing to Tenant any telephone equipment, including wiring, within the Premises or for providing telephone service or connections from the utility to the Premises, except as required by law. Tenant shall not alter, modify, add to or disturb any telephone or data wiring in the Premises or elsewhere in the Building without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. Tenant shall be liable to Landlord for any damage to the telephone or data wiring in the Building due to the act, negligent or otherwise, of Tenant or any employee, contractor or other agent of Tenant. Tenant shall have no access to the telephone closets within the Building, except in the manner and under procedures established by Landlord. Tenant shall promptly notify Landlord of any actual or suspected failure of telephone or data service to the Premises. All costs incurred by Landlord for the installation, maintenance, repair and replacement of telephone wiring within the Building due to failure to maintain same in accordance with Tenant's obligations under this Lease, or due to Tenant's negligence or intentional misconduct shall be promptly reimbursed by Tenant upon demand by Landlord. Landlord shall not be liable to Tenant and Tenant waives all claims against Landlord whatsoever, whether for personal injury, property damage, loss of use of the Premises, or otherwise, due to the interruption or failure of telephone services to the Premises. Tenant hereby holds Landlord harmless from and against any liability for any damage, loss or expense due to any failure or interruption of telephone or data service to the Premises for any reason. Tenant agrees to obtain loss of rental insurance adequate to cover any damage, loss or expense occasioned by the interruption of telephone or data service. To the extent Tenant installs any telecommunications, fiber optic or similar cable in the Premises, Tenant shall be responsible for the full cost of removal for such cable upon the expiration or sooner termination of this Lease.

18. **Signs**. Tenant shall be entitled to have Tenant's professional name listed, at Tenant's sole cost and expense, (a) on the exterior of the Building at the main entrance to Tenant's Premises, and (b) on a monument sign located at the Project, to the extent monument signage is available. The size, design, color and other physical aspects of any and all signs shall be subject to (i) Landlord's signage criteria, as may be reasonably amended from time to time by Landlord, (ii) Landlord's written approval prior to installation of Tenant's requested signage, which approval shall not be unreasonably withheld, (iii) any covenants, conditions or restrictions ("**CC&Rs**") governing the Premises and/or the Property in effect at the time Tenant desires to install such signage, and (iv) any applicable municipal or governmental rules, regulations, permits and approvals. Tenant will be solely responsible for all costs for installation, maintenance, repair and removal of any Tenant identification sign(s). If Tenant fails to remove Tenant's sign(s) upon expiration or earlier termination of this Lease and repair any damage caused by such removal, Landlord may do so at Tenant's sole cost and expense. Except as set forth above, Tenant has no right to install Tenant identification signs in any other location in, on or about the Premises or the Building, and shall not display or erect any other signs, displays or other advertising materials that are visible from the exterior of the Building or from within the Building in any interior or exterior common areas. Any sign rights granted to Tenant under this Lease are personal to Tenant and may not be assigned, transferred or otherwise conveyed without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Landlord shall not charge Tenant any supervision or approval fees in connection with the exercise by Tenant of its signage installation rights granted under this Section 18.

19. **Parking**. Tenant shall be entitled to use its proportional share of the total number of parking spaces for the Project, as determined by Landlord in its reasonable discretion, which shall be at no additional charge during the initial Term or any extension term thereafter. Landlord's initial determination of Tenant's proportional share of such parking spaces is set forth in the Basic Lease Provisions in the parking facilities located on the Property. All parking spaces provided to Tenant shall be unreserved and are to be used by Tenant, its employees and invitees in common with the other tenants of the Building and their employees and invitees. Landlord reserves the right to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time. Notwithstanding the foregoing, in the event Landlord develops a revised parking plan affecting the Building, and as a result of such reconfiguration, additional parking becomes available to the Building, Landlord will equitably apportion any such increased spaces to Tenant for its use during Term in accordance with the above. Notwithstanding the foregoing, Landlord reserves the right to allocate areas of the Project parking for the specific use of tenants in the Project and to require that Tenant's parking be restricted to specific areas of the Project's parking facilities, provided that Tenant shall be entitled to its proportionate share of Project parking.

20. **Alteration of Building and Project**. Landlord reserves and shall at any and all times have the right to alter the Building, Project, including, without limitation, any Project common areas, and the parking facilities serving the Building, or to add thereto, and may for that purpose erect scaffolding and all other necessary structures, and Tenant shall not, in that event, claim or be allowed, or paid, any damage for any injury or inconveniences occasioned thereby nor shall there be any abatement in rent. Landlord also reserves the right to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment which are located within the Premises or outside the Premises. All such work by Landlord shall be performed in good and workmanlike manner.

21. **Build-out Allowance and Tenant Finishes**.

(a) Landlord shall complete the Landlord Work as described in the Description of Landlord Work at Landlord's sole cost and expense; provided, however, in the event Tenant requests, and Landlord approves, in its sole discretion, any changes to Landlord's Work, all costs of, or associated with, such changes shall be paid to Landlord by Tenant in advance as a condition to such change being incorporated into Landlord's Work.

(b) The Description of Landlord Work attached hereto as Exhibit "B" and executed by Landlord and Tenant, is hereby made a part of this Lease, and its provisions shall control in the event of a conflict with the provisions contained in this Lease.

22. **Force Majeure**. In the event of a strike, lockout, labor trouble, civil commotion, an act of God, or any other event beyond Landlord's control (a "**force majeure event**") which results in the Landlord being unable to timely perform its obligations hereunder to repair the Premises, provide services, or complete the Landlord Work (as provided in Exhibit "B"), so long

as Landlord diligently proceeds to perform such obligations after the end of such force majeure event, Landlord shall not be in breach hereunder, this Lease shall not terminate, and Tenant's obligation to pay any Base Rent, Additional Rent, or any other charges and sums due and payable shall not be excused.

E. Repairs/Alterations/Casualty/Condemnation

23. **Repairs By Landlord**. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. In no event shall Tenant be entitled to compensation or any other damages or any other remedy against Landlord in the event the Premises are not deemed suitable for Tenant's use. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as set forth in this Lease. Except for damage caused by casualty and condemnation (which shall be governed by Section 26 and 27 below), and subject to normal wear and tear, Landlord shall maintain in good repair, the cost of which shall not be included in Operating Expenses, the structural walls, foundations, concrete subflooring, and underground utilities owned by Landlord servicing the Building, provided such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant. Landlord shall also maintain the roof, non-structural aspects of all exterior walls, parking areas and common areas of the Project, and the Building's mechanical, electrical, plumbing and HVAC systems, provided the cost of such maintenance shall be included in Operating Expenses.

24. **Repairs By Tenant**. Except as described in Section 23 above, Tenant shall, at its own cost and expense, maintain the Premises and in good repair and in a neat and clean, first-class condition, including making all necessary repairs and replacements. Tenant shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the Building caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, and (ii) the moving of any property into or out of the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, upon prior reasonable notice to Tenant (except in an emergency) make the required repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

25. **Alterations and Improvements**. Except for minor, decorative alterations which do not affect the Building structure or systems, are not visible from outside the Premises and do not cost in excess of $10,000.00 in the aggregate, Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which consent may be granted or withheld in Landlord's sole discretion if the alterations will affect the Building structure or systems or will be visible from outside the Premises, but which consent shall not be unreasonably withheld if the alterations will not affect the Building structure or systems and will not be visible from outside the Premises. Upon Landlord's request, Tenant will deliver to Landlord plans and specifications for any proposed alterations, additions or improvements and shall reimburse Landlord for Landlord's reasonable cost to review such plans. Any alterations, physical additions or improvements shall at once become the property of Landlord; provided,

however, that Landlord, at its option, may require Tenant to remove any alterations, additions or improvements in order to restore the Premises to the condition existing on the Commencement Date (if Landlord notified Tenant at the time of Landlord's consent to any such alterations, additions or improvements that Landlord will require the removal thereof). All costs of any such alterations, additions or improvements shall be borne by Tenant. All alterations, additions or improvements shall be made in a good, first-class, workmanlike manner and in a manner that does not disturb other tenants (i.e., any loud work must be performed during non-business hours) and Tenant must maintain appropriate liability and builder's risk insurance throughout the construction. Tenant does hereby indemnify and hold Landlord harmless from and against any and all claims for damages or death of persons or damage or destruction of property arising out of or relating to the performance of any such alterations, additions or improvements made by or on behalf of Tenant (excluding the Landlord Work). Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions or renewals thereof, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord (which approval will not be unreasonably withheld or delayed). Landlord agrees to assign to Tenant any rights Landlord may have against the contractor of the Premises with respect to any work performed by such contractor in connection with improvements made by Landlord at the request of Tenant.

26. **Destruction or Damage**.

(a) If the Building or the Premises are totally destroyed by storm, fire, earthquake, or other casualty, or damaged to the extent that, in Landlord's reasonable opinion, the damage cannot be restored within one hundred eighty (180) days of the date Landlord provides Tenant written notice of Landlord's reasonable estimate of the time necessary to restore the damage, or if the damage is not covered by standard "**special form**" property insurance, or if the Landlord's lender requires that the insurance proceeds be applied to its loan, Landlord shall have the right to terminate this Lease effective as of the date of such destruction or damage by written notice delivered to Tenant on or before thirty (30) days following Landlord's notice described in the next sentence and Rent shall cease to accrue and shall be accounted for as between Landlord and Tenant as of that date. Landlord shall provide Tenant with written notice no later than sixty (60) days following the date of such damage of the estimated time needed to restore, whether the loss is covered by Landlord's insurance coverage and whether or not Landlord's lender requires the insurance proceeds be applied to its loan.

(b) If the Premises are damaged by any such casualty or casualties but Landlord is not entitled to or does not terminate this Lease as provided in subparagraph (a) above, this Lease shall remain in full force and effect, Landlord shall notify Tenant in writing no later than sixty (60) days after the date of such damage that such damage will be restored (and will include Landlord's good faith estimate of the date the restoration will be complete), in which case Rent shall abate as to any portion of the Premises which is not usable for the period of such untenantability, and Landlord shall promptly commence to diligently restore the Premises to substantially the same condition as before such damage occurred as soon as practicable, whereupon full Rent shall recommence.

(c) If such damage occurs within the last twelve (12) months of the Term, either party shall have the right, upon delivery of written notice to the other party within thirty (30) days following such damage, to cancel and terminate this Lease as of the date of such damage, provided, however, that Tenant may not elect to terminate this Lease if such damage was caused by the intentional act of Tenant, its agents, servants, employees or invitees.

(d) Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, or Tenant's right to terminate as above set forth in this Section 26, shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate the Lease by reason of damage to the Premises or Property, including, without limitation, any rights Tenant may have under California Civil Code Sections 1932(2) and 1933(4). If prior to any such election to terminate Tenant has elected to extend the Term pursuant to the provisions of this Lease and such election may not then according to its terms be rescinded or terminated, then for purposes of this Section 26 the Term shall be deemed to expire on Term as extended by the Option Period.

27. **Eminent Domain**. If the whole of the Building or Premises, or such portion thereof as will make the Building or Premises unusable in the reasonable judgment of Landlord for their intended purposes, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of such events, this Lease shall terminate and the Term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall cease to accrue and shall be accounted for as between Landlord and Tenant as of such date. If a portion of the Building or Premises is so taken, but not such amount as will make the Premises unusable in the reasonable judgment of Landlord for the purposes herein leased, or if this Lease has not terminated, this Lease shall continue in full force and effect and the Rent shall be reduced pro rata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord, provided however that Tenant shall have the right to pursue any separate award for loss of its equipment and trade fixtures, loss of goodwill and for moving expenses so long as such action does not reduce the award to which Landlord is entitled. Tenant expressly waives the benefits of any statute now or hereafter in effect which would permit Tenant to terminate or seek termination of this Lease in the event of a condemnation, including, without limitation, California Code of Civil Procedure Sections 1265.110, 1265.120, and 1265.130.

28. **Damage or Theft of Personal Property**. All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, to the extent caused by the negligent or willful act of the Landlord, its employees and agents (but subject to the insurance and waiver of subrogation provisions set forth in Section 29 below). Tenant hereby acknowledges that Landlord has informed Tenant that the Building lies in a flood plain and Tenant assumes all risk and liability for, and fully releases Landlord from and against, any damage to Tenant's personal property, or injury to Tenant's employees, invitees or vendors arising from such natural hazard, or any other natural hazard affecting the Property, including, but not limited to, earthquake and brushfire.

F. Insurance/Indemnities/Waiver/Estoppel

29. **Insurance; Waivers.**

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(1) Commercial General Liability ("**CGL**") Insurance written on an occurrence basis, covering the Premises and all operations of the Tenant in or about the Premises against claims for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant's indemnification obligations under this Lease, to be in combined single limits of not less than $2,000,000 each occurrence for bodily injury and property damage, $1,000,000 for products/completed operations aggregate, $2,000,000 for personal injury, and to have general aggregate limits of not less than $4,000,000 (per location). The general aggregate limits under the Commercial General Liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect. The certificate of insurance evidencing the CGL form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

(2) Insurance covering all of the items included in Tenant's leasehold improvements, heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by Tenant pursuant to Section 25, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "special form" fire and casualty insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Section 26 of this Lease.

(3) Workers' Compensation and Employer's Liability insurance affording statutory coverage and containing statutory limits with the Employer's Liability portion thereof to have minimum limits of $500,000.00.

(4) Business Interruption Insurance equal to not less than fifty percent (50%) of the estimated gross earnings (as defined in the standard form of business interruption insurance policy) of Tenant at the Premises which insurance shall be issued on a "special form" basis (or its equivalent).

(b) All policies of the insurance provided for in Section 29(a) above shall be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A-VIII in the most current available "**Best's Insurance Reports**", and licensed to do business in the state in which the Building is located. Each and every such policy:

(1) shall name Landlord as an additional insured (as well as any mortgagee of Landlord and any other party reasonably designated by Landlord to Tenant by notice in the manner provided under this Lease), except with respect to the insurance described in Section 29(a)(3) above;

(2) shall (and a certificate thereof shall be delivered to Landlord at or prior to the execution of the Lease) be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within five (5) days after the inception (or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(3) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing (and ten days in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(4) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Any insurance provided for in Section 29(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(1) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(2) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and

(3) the requirements set forth in this Section 29 are otherwise satisfied.

(d) During the Term hereof, Landlord shall in a manner comparable to other comparable office buildings in the commercial market where the Building is located keep in effect (i) commercial property insurance on the Building, its fixtures and equipment, and rent loss insurance for a period and amount of not less than one (1) year of rent (such commercial property insurance policy shall, at a minimum, cover the perils insured under the ISO special causes of loss form which provides "special form" coverage, and include replacement cost coverage and flood insurance for the Property), and (ii) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building and Property; provided, however, no policies of insurance carried by Landlord shall insure any of Tenant's personal property, fixtures and/or equipment and Tenant shall be solely responsible for insuring against loss or damage to same from any cause.

(e) Notwithstanding anything to the contrary set forth hereinabove, Landlord and ‘Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by “special form” property insurance of the type described in Section 29(a)(2) and Section 29(d)(i) above. Each party shall also be responsible for the payment of any deductible amounts required to be paid under the applicable “special form” fire and casualty insurance carried by the party whose property is damaged. These waivers shall apply if the damage would have been covered by a customary “special form” insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by “special form” insurance of the type described in Section 29(a)(2) and Section 29(d)(i). Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable “special form” fire and casualty insurance policy.

30. **Indemnities**. Tenant does hereby indemnify and save harmless Landlord against all claims for damages to persons or property which are caused anywhere in the Building or on the Property by the negligence or willful misconduct of Tenant, its agents or employees or which occur in the Premises (or arise out of actions taking place in the Premises) except to the extent that such damage is caused by the negligence or willful misconduct of Landlord, its agents, or employees. Landlord does hereby indemnify and hold Tenant harmless against all claims for damage to persons or property to the extent caused by the gross negligence or willful misconduct of Landlord, its agents or employees which occur on the Property or common areas of the Building except to the extent that such damage is caused by the negligence or willful misconduct of Tenant, its agents or employees. The indemnities set forth hereinabove shall include the application to pay reasonable expenses incurred by the indemnified party, including, without limitation, reasonable, actually incurred attorney’s fees. The indemnities contained herein do not override the waivers contained in Section 29(e) above.

31. **Acceptance and Waiver**. Except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents and employees (but subject to the insurance provisions in Section 29 above), Landlord shall not be liable to Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenance thereof, and Tenant by said act waives any and all defects therein; provided, however, that this Section shall not preclude Tenant from seeking recovery from any third party other than Landlord, its agents and employees responsible for such damage or injury or such third party’s insurance policy or policies providing coverage therefor.

32. **Tenant’s Estoppel**. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and whether Tenant has any offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant’s knowledge Landlord is in default hereunder (and if so, specifying

the nature of the default), and such other matters as Landlord shall reasonably request, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or assignee of any security deed upon Landlord's interest in the Premises.

G. Default/Remedies/Surrender/Holding Over

33. **Notices**. Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth in Paragraph 13 of the Basic Lease Provisions. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by fax and by electronic mail. Any such notice shall be deemed given on the earlier of two business days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by fax or electronic mail shall not be deemed to be delivery of notice hereunder. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 33. The initial notice addresses for each party are set forth in the Basic Lease Provisions.

34. **Abandonment of Premises**. Tenant agrees not to abandon or vacate the Premises during the Term of this Lease. If Tenant does abandon or vacate the Premises for more than ninety (90) consecutive days, Landlord may terminate this Lease, by written notice to Tenant at any time prior to Tenant reoccupying the Premises, but such termination shall not entitle Landlord to pursue any other remedies unless an uncured Default then exists, in which ease Landlord may pursue any and all remedies provided by this Lease, at law or in equity.

35. **Default**. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within three (3) days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such non-monetary default within thirty (30) days after written notice of such default is given to Tenant by Landlord, provided however that if such non-monetary default is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within thirty (30) days, then Tenant shall not be in default in such instance if Tenant promptly commences and diligently pursues the cure of such non-monetary default to completion as soon as possible and in all events within ninety (90) days after such initial notice; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after appointment thereof, or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future laws, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after such levy or attachment; or, if Tenant is an individual, in the event of the death of the individual and the failure of the executor, administrator or personal representative of the estate of the deceased individual to have assigned the Lease within three (3) months after such death to an assignee approved by Landlord; then, and in any of such events, Landlord, at its option, may exercise any or all of the remedies set forth in Section 36 below.

36. **Landlord's Remedies**. Upon the occurrence of any default set forth in Section 35 above which is not cured by Tenant within the applicable cure period provided therein, if any, Landlord may exercise all or any of the following remedies:

(a) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from tenant:

(1) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(2) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: Unreimbursed Leasehold Improvement Costs (as defined below); attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant's alterations, additions, leasehold improvements and any other items which Tenant is required under this Lease to remove but does not remove. As used herein, the term "**Unreimbursed Leasehold Improvement Costs**" shall mean the product when multiplying (i) the sum of any leasehold improvement allowance plus any other costs provided, paid or incurred by Landlord in connection with the design and construction of the initial leasehold improvements installed in the Premises, by (ii) the fraction, the numerator of which is the number of months of the Term not yet elapsed as of the date on which this Lease is terminated (excluding any unexercised extension or renewal option(s)), and the denominator of which is the total number of months of the Term (excluding any unexercised extension or renewal option(s)). For example, if the total costs paid or incurred by Landlord with respect to the initial leasehold improvements were $100,000.00, the Term were sixty (60) months, and the Lease were terminated by reason of Tenant's default at the end of twelve (12) months, the Unreimbursed Leasehold Improvement Costs would be equal to $80,000.00 (i.e., $80,000.00 equals $100,000.00 x 48/60).

(5) As used in Subsections (1) and (2) above, the "**worth at the time of award**" is computed by allowing interest at ten percent (10%) per annum. As used in Subsection (3) above, the "**worth at the time of award**" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Landlord shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 36(b), and no acceptance of surrender of the Premises or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord or unless the termination of this Lease is decreed by a court of competent jurisdiction.

(c) Landlord shall have the right to continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Premises. The foregoing remedy shall also be available to Landlord pursuant to California Civil Code Section 1951.4 (which provides that a landlord may continue a lease in effect after the tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet or assign, subject only to reasonable limitations) and any successor statute thereof in the event Tenant has abandoned the Premises. In the event Landlord elects to continue this Lease in full force and effect pursuant to this Section 36(c), then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Section 36(c) or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies.

(d) Without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or any portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof except to the extent required by applicable law). Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the Term of this Lease and Tenant shall pay any deficiency between the remaining Rent due hereunder and the amount received by such re-letting as and when due hereunder.

All rights, options and remedies of Landlord contained in this Section 36 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this Section 36 shall be deemed to limit or otherwise affect Tenant's indemnification of Landlord pursuant to any provision of this Lease.

37. **Service of Notice**. Except as otherwise provided by law, Tenant hereby appoints as its agent to receive the service of all unlawful detainer proceedings and notices, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service may be made by attaching the same to the front entrance of the Premises.

38. **Advertising**. Landlord may advertise the Premises as being "**For Rent**" at any time following a default by Tenant which remains uncured and at any time within one hundred eighty (180) days prior to the expiration, cancellation or termination of this Lease for any reason and during any such periods Landlord may exhibit the Premises to prospective tenants upon prior reasonable notice to Tenant.

39. **Surrender of Premises**. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Commencement Date hereof, natural wear and tear only excepted, and Tenant shall remove all of its personal property therefrom and shall, if directed to do so by Landlord (subject to the provisions of Section 25 above), remove all improvements and restore the Premises to its original condition prior to the construction of any improvements which have been made therein by or on behalf of Tenant, including any improvements made prior to the Commencement Date. Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be reasonably necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of the Term of this Lease. If the last day of the Term of this Lease or any renewal falls on a Saturday, Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

40. **Cleaning Premises**. Upon vacating the Premises, Tenant agrees to return the Premises to Landlord broom clean and in the same condition when Tenant's possession commenced, ordinary wear and tear excepted, regardless of whether any Security Deposit (as defined in Section 11 above) has been forfeited.

41. **Removal of Fixtures**. If Tenant is not in default hereunder, Tenant may, prior to the expiration of the Term of this Lease, or any extension thereof, remove any fixtures and equipment which Tenant has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant promptly repairs all damages to the Premises caused by such removal.

42. **Holding Over**. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or of any renewal term, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at the higher of 150% of the monthly Base Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term, or 150% of the then current fair market rental value of the Premises as the same would be adjusted pursuant to the provisions of Sections 7 and 8 hereof. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or any renewal term, without Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay rent for such period that Tenant holds over without written consent at the same rate provided in the previous sentence and shall also be liable for any and all other damages Landlord suffers as a result of such holdover including, without limitation, the loss of a prospective tenant for such space. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term hereof, or any renewal term.

43. **Attorneys' Fees**. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. In the event of any action, suit or proceeding brought by Landlord or Tenant to enforce any of the other's covenants and agreements in this Lease, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses and reasonable attorneys' fees incurred in connection with such action, suit or proceeding.

44. **Mortgagee's Rights.**

(a) Tenant agrees that this Lease shall be subject and subordinate (i) to any mortgage, deed of trust or other security interest now encumbering the Property and to all advances which may be hereafter made, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage, deed of trust or other security interest which any owner of the Property may hereafter, at any time, elect to place on the Property; (ii) to any assignment of Landlord's interest in the leases and rents from the Building or Property which includes the Lease which now exists or which any owner of the Property may hereafter, at any time, elect to place on the Property; and (iii) to any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Property which now exists or any owner of the Property may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (i), (ii) and (iii) above being hereafter collectively referred to as "**Security Documents**"). Tenant agrees upon request of the holder of any Security Documents ("**Holder**") to hereafter execute any documents which the counsel for Landlord or Holder may reasonably deem necessary to evidence the subordination of the Lease to the Security Documents. Within ten (10) days after request therefor, if Tenant fails to execute any such requested documents, Landlord or Holder is hereby empowered to execute such documents in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable.

(b) In the event of a foreclosure pursuant to any Security Documents, Tenant shall at the election of the Landlord, thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between the purchaser at such foreclosure ("**Purchaser**"), as landlord, and Tenant, as tenant, had been entered into for the remainder of the Term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

(c) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under the Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in the Lease, for the recovery of Rent or for any other default or event of default hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord. Any such Holder or Purchaser which succeeds to the interest of Landlord hereunder, shall not be (i) liable for any act

or omission of any prior Landlord (including Landlord) unless such act or omission is of a continuing nature; or (ii) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord); or (iii) bound by any Rent which Tenant might have paid for more than the current month to any prior Landlord (including Landlord); or (iv) bound by any amendment or modification of the Lease made without its consent.

(d) Notwithstanding anything to the contrary set forth in this Section 44, the Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that the Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that the Lease has been made superior and prior to the Security Documents.

H. Landlord Entry/Relocation/Assignment and Subletting

45. **Entering Premises**. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when reasonably possible (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, perform maintenance and provide other services described in Section 23 above (no prior notice is required to provide routine services) which Landlord is obligated to make to the Premises or the Building pursuant to the terms of this Lease or to the other premises within the Building pursuant to the leases of other tenants, if any; (b) to inspect the Premises in order to confirm that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; (d) to perform the Landlord Work; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction of Tenant. The Rent reserved herein shall not abate while such repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work. Unless any work would unreasonably interfere with Tenant's use of the Premises if performed during business hours, all such repairs, decorations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of Tenant to be done during any other hours, the Tenant shall pay all overtime and other extra costs.

46. **Relocation**. At any time or from time to time during the Term or any renewal thereof, Landlord shall have the unrestricted right to relocate Tenant from the Premises to any other space in the Building. Landlord shall provide Tenant at least ninety (90) days' prior written notice of any such relocation and Landlord shall reimburse Tenant for all reasonable expenses incurred by Tenant in connection with such relocation including moving expenses, telecommunications and data cabling and hookup and the cost of a reasonable supply of replacement stationery. Landlord shall, at its sole expense, renovate or construct improvements in the relocation space that are substantially similar to those in the Premises. Following any such relocation, Landlord and Tenant shall enter into an amendment to this Lease to reflect that the Premises consists of such relocation space. All other terms and conditions of the Lease shall remain unchanged following such relocation.

47. **Access to Premises**. Subject to all of the terms and conditions of this Lease, including the Rules and Regulations attached hereto as Exhibit "D" and all applicable laws, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

48. **Assignment and Subletting**. Tenant may not, without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or entity other than an individual, any transfer of a majority or controlling interest in Tenant (whether by stock transfer, merger, operation of law or otherwise) shall be considered an assignment for purposes of this paragraph and shall require Landlord's prior written consent. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder and, in the event of any default by Tenant under this Lease, Landlord may, at its option, but without any obligation to do so, elect to treat such sublease or assignment as a direct Lease with Landlord and collect rent directly from the subtenant. In addition, upon any request by Tenant for Landlord's consent to an assignment or sublease, Landlord may elect to terminate this Lease and recapture all of the Premises (in the event of an assignment request) or the applicable portion of the Premises (in the event of a subleasing request). If Tenant desires to assign or sublease, Tenant shall provide written notice to Landlord describing the proposed transaction in detail and providing all documentation (including detailed financial information for the proposed assignee or subtenant) reasonably necessary to permit Landlord to evaluate the proposed transaction. Landlord shall notify Tenant within fifteen (15) days after Landlord's receipt of such notice whether Landlord elects to exercise Landlord's recapture right and, if not, whether Landlord consents to the requested assignment or sublease. If Landlord fails to respond within such fifteen (15) day period, Landlord will be deemed not to have elected to recapture and to have consented to the assignment or sublease. If Landlord does consent or is deemed to have consented to any assignment or sublease request and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease, including but not limited to legal fees, brokerage commissions and tenant improvement costs, amortized in equal monthly installments over the then remainder of the Term), Tenant shall pay 50% of such excess to Landlord as and when the monthly payments are received by Tenant. Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully liable thereunder. Any subtenant or subtenants or assignee shall agree in a form reasonably satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord all reasonable out-of-pocket costs incurred by Landlord (including fees paid to consultants (as may be required) and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant.

I. Sale of Building; Limitation of Liability

49. **Sale**. In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

50. **Limitation of Liability**. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner or member of any partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease.

J. Brokers/Construction/Authority

51. **Broker Disclosure**. Landlord represents that Landlord has dealt with no broker on this transaction. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless from any such claim. Tenant represents that Tenant has dealt with no broker other than the broker(s) identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claim. Tenant will cause Tenant's broker to execute a customary lien waiver, adequate under applicable law, to extinguish any lien claims such broker may have in connection with this Lease.

52. **Definitions**. "**Landlord**," as used in this Lease, shall include the party named in the first paragraph hereof, its representatives, assigns and successors in title to the Premises. "**Tenant**" shall include the party named in the first paragraph hereof, its heirs and representatives, and, if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants, as to the Premises, or portion thereof, covered by such assignment or sublease. "**Landlord**" and "**Tenant**" include male and female, singular and plural, corporation, partnership, limited liability company (and the officers, members, partners, employees or agents of any such entities) or individual, as may fit the particular parties.

53. **Construction of this Agreement**. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence of this Lease.

54. **No Estate In Land**. This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a right of use, not subject to levy or sale, and not assignable by Tenant except with Landlord's consent. Tenant shall have no right to record this Lease or a short form or memorandum hereof in the Official Records of the County in which the Property is located, and any such recordation shall constitute an immediate default under this Lease with no obligation of notice or right of cure.

55. **Paragraph Titles; Severability**. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the paragraph to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

56. **Cumulative Rights**. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

57. **Waiver of Jury Trial**. To the extent permitted by applicable law, Landlord and Tenant shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any statutory remedy.

58. **Entire Agreement**. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

59. **Submission of Agreement**. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

60. **Authority**. If Tenant executes this Lease as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, limited partnership, limited liability company or other type of entity, that Tenant is qualified to do business in the state where the Building is located, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly and severally, liable as Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

61. **Guaranty**. [Not Applicable].

EXHIBIT "A"

PROPERTY

PARCELS 3 AND 4 OF PARCEL MAP NO. 6385, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 27, 1977.

APN: 310-120-28 & 29

EXHIBIT "A-1"

PREMISES

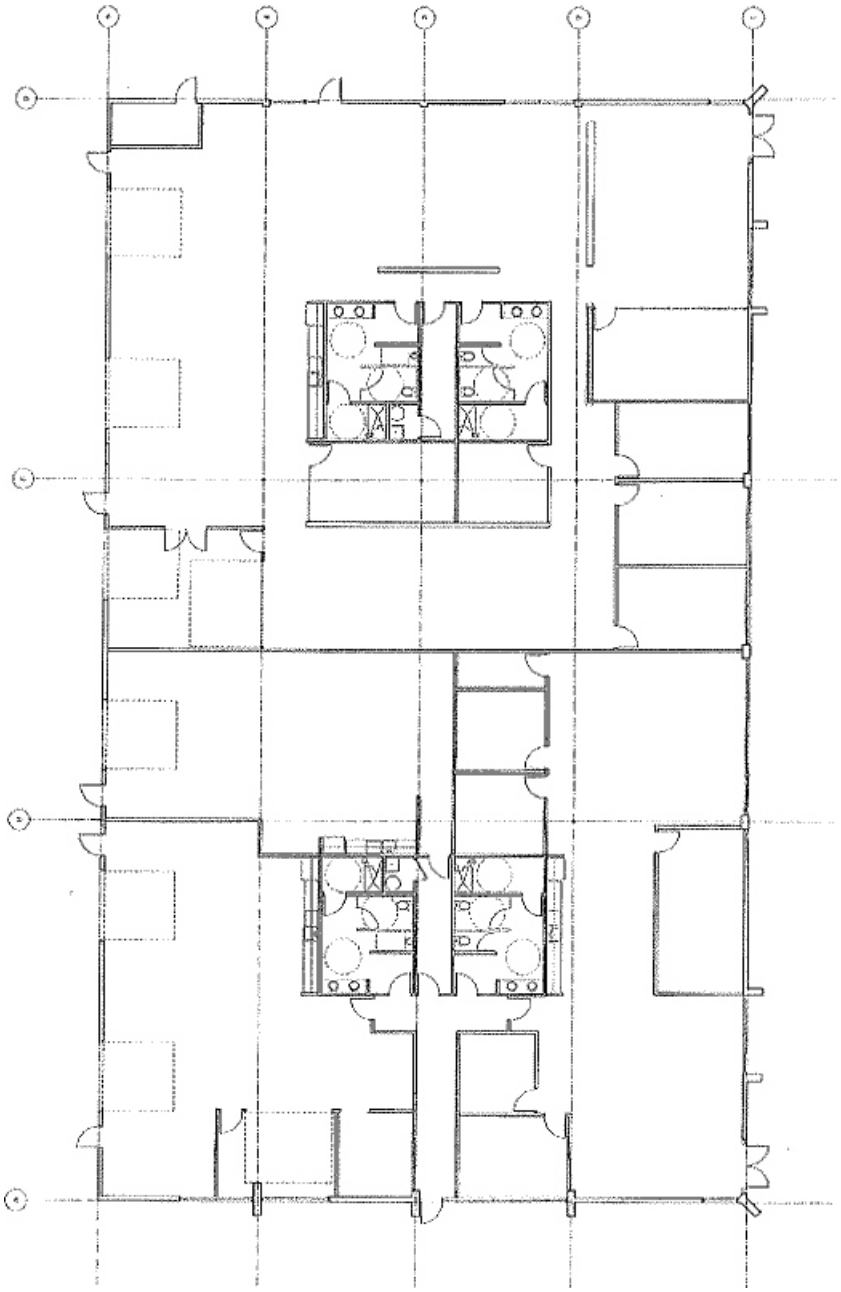


EXHIBIT "B"

DESCRIPTION OF THE LANDLORD WORK

1. **Landlord Work**. Landlord shall be responsible for constructing the tenant improvements in the Premises ("**Tenant Improvements**") in accordance with the scope of work (the "**Scope of Work**") and space plan (the "**Space Plan**") attached hereto as Exhibit "B-1" and Exhibit "B-2", respectively (the "**Landlord Work**"). Tenant hereby approves the Scope of Work and the Space Plan and Landlord shall develop plans and specifications for the completion of the Tenant Improvements in accordance with the Scope of Work and Space Plan. Landlord may make such changes and additions to such plans and specifications as is reasonably necessary to comply with applicable law, regulations or private restrictions to which the Property is subject, without the requirement of additional consent of Tenant, which shall not constitute a Change (defined below) for which Tenant is responsible unless made necessary as part of a Tenant-initiated Change.

2. **Tenant's Liability for Excess Costs**. In the event Tenant requests changes or additions ("**Changes**") to the Tenant Improvements described above, Landlord shall consider any such Change in its sole discretion. In the event Landlord agrees to incorporate any such Changes into the Tenant Improvements, Tenant shall be solely responsible for any increase in costs or expenses related to such Changes and shall deposit with Landlord the full amount reasonably determined by Landlord prior to Landlord undertaking construction of any such Change provided that Tenant shall remain liable for all costs and expenses incurred by Landlord in connection with such Change notwithstanding such deposit, all of which shall be payable to Landlord upon demand. In no event shall the Commencement Date be extended due to the incorporation any Changes into the Tenant Improvements at Tenant's request.

3. **Future Work**. Landlord does not covenant to perform any Landlord Work with respect to any additional space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Lease Term, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

EXHIBIT “B-1”

SCOPE OF WORK

“As-Is” with the following additional improvements:

- Emergency exit lighting as required
- 4 private offices
    - one moveable wall solution in one of the offices.
    - locks installed on 2 office doors. One brought from previous space, one purchased by Tenant.
- Kitchen / Break area with approximately 10’ of casework including one sink and required connections and space for a refrigerator
- IT closet
- Power
    - 2 each 110v convenience power in each office and 2 each 110v power boxes dropped from ceiling or wall feeds to cubicle/workstations
- Allowance of 15 ring and string for future data cable and device installation.
- Paint
    - outside of private offices Tenant selected color (as depicted in space plan)
    - one wall in each of (3) offices shall be cork in lieu of painting. Cork and installation materials shall be purchased at Tenant’s expense
- Kitchen / Lounge area separation wall
    - Approximately 20 linear feet of 5 foot tall architectural wall (as depicted in space plan)
- 1 Roll-Up Door
- Ceiling Fans
    - installation of 3 ceiling fans, fans purchased by Tenant.
    - installation of 1 ceiling fan in each of 1 private office, fans purchased by Tenant.
- Window Coverings
    - window coverings for interior offices transferred from existing space installed in new space.
- Interior Lighting
    - Landlord and Tenant to agree that lighting is sufficient to conduct business.

EXHIBIT “B-2”

APPROVED SPACE PLAN

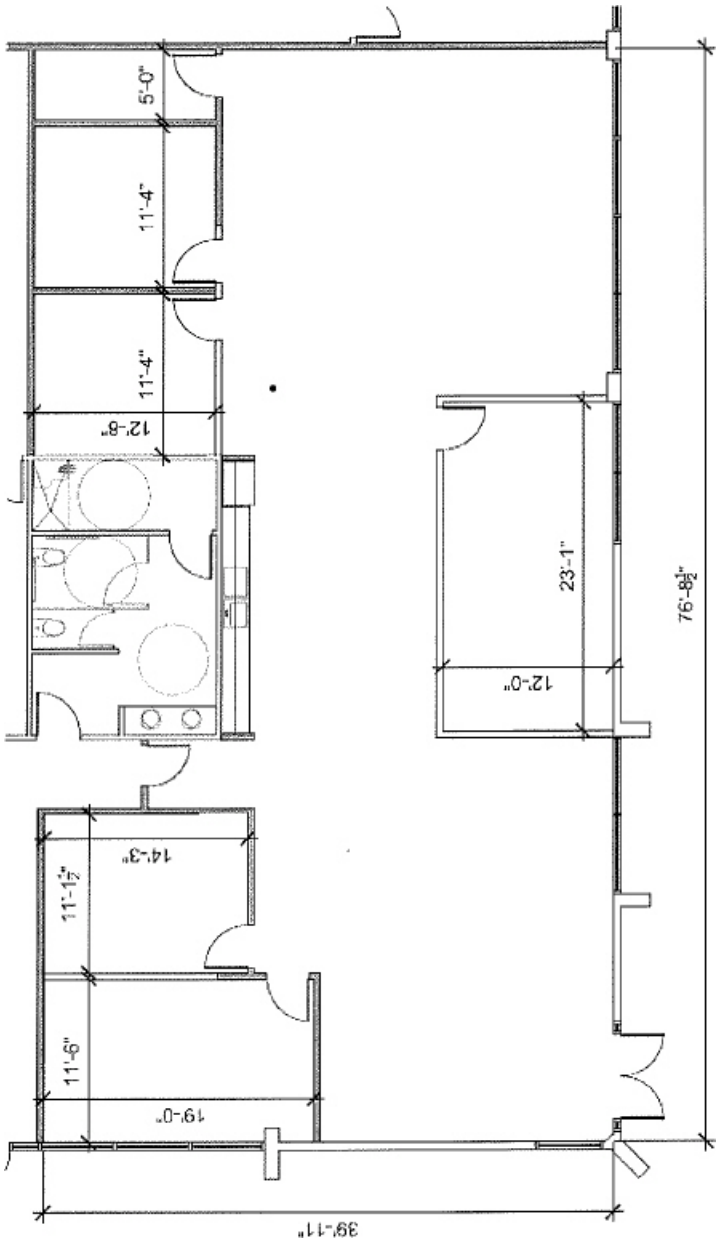


EXHIBIT "C"

SUBSTANTIAL COMPLETION/ACCEPTANCE LETTER

Date _____

Re: Lease dated as of _____, _____, by and between Landlord, and _____, as Tenant, for _____ rentable square feet on the _____ floor of the Building located at _____.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Term of the Lease is _____;

2. The Termination Date of the Term of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

_____
Property Manager

Agreed and Accepted:

Tenant: _____

By: _____
Name: _____
Title: _____
Address: _____
_____
_____

FIRST AMENDMENT TO LEASE

3560 Dunhill Street, Suite 120, San Diego, CA 92121

This First Amendment to Lease (this "**First Amendment**") is made as of the 19th day of February, 2014 (the "**Effective Date**"), by and between ROIM, INC., a Delaware corporation ("**Tenant**"), and ROSELLE-DUNHILL LLC, a California limited liability company ("**Landlord**"), with reference to the following recitals:

WHEREAS, Landlord and Tenant previously entered into that certain Office Lease Agreement dated as of October 8, 2010 (the "**Lease**"), pursuant to which Landlord leased to Tenant 3,302 square feet located at 3560 Dunhill Street, Suite 120, San Diego, CA 92121 (the "**Premises**"), as further described in the Lease;

WHEREAS, the initial Term of the Lease commenced December 1, 2010 and ends February 28, 2014;

WHEREAS, Landlord and Tenant desire to amend and modify the Lease as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Unless otherwise defined in this First Amendment, all capitalized terms of this First Amendment (including the above recitals, which are incorporated and made a part of this First Amendment) shall have the meaning ascribed to such terms in the Lease.

2. Extension of Lease. The existing Lease Term shall be extended for a period of fifty-two (52) months (the "**Extended Term**"). As of the Effective Date, Tenant has no additional Extension Options to extend the Lease Term.

3. Landlord's Work. Tenant acknowledges that Tenant, pursuant to the terms of the Lease, accepts the Premises on an "AS-IS" condition, subject, however, to the completion of Landlord's Work as provided in the attached Exhibit A. Landlord will use all commercially reasonable efforts to complete Landlord's Work in a timely manner, provided, however, that Landlord shall not be liable for any delay in the completion of the Landlord Work due to a Tenant Delay.

4. Base Rent. During the Extended Term, the monthly Base Rent for the Premises shall be as set forth on the chart below; provided that so long as Tenant is not in default under this Lease, Landlord shall grant Tenant four (4) months of rental abatement in an amount equal to the monthly Base Rent (or $7,759.70/month) to occur during months two (2) through five (5) of the Extended Term:

Extended Term Period	Rent PSF	Monthly Base Rent
Months 1-12	$ 2.35	$ 7,759.70
Months 13-24	$ 2.42	$ 7,992.49
Months 25-36	$ 2.49	$ 8,232.27
Months 37-48	$ 2.57	$ 8,479.23
Months 49-52	$ 2.64	$ 8,733.61

5. Lease Incentives. Without limiting any other provisions of this Lease, if Tenant is in monetary or material default under this Lease past any applicable notice and cure periods at any time

during the Lease Term, including the Extended Term, and if Landlord has given Tenant any lease incentives or other inducements or consideration in connection with this Lease ("**Incentives**"), including without limitation, any abatement of rent provided for in Section 4 above, then the Incentives will terminate and Landlord may recover from Tenant the value of all such Incentives received by Tenant in addition to all other damages recoverable by Landlord pursuant to the provisions of this Lease.

6. Counterparts. This First Amendment may be executed in multiple counterparts and by facsimile transmission which, taken together, shall constitute a single document.

7. Tenant Certification. By execution of this First Amendment, Tenant hereby certifies that as of Effective Date, and to the best of Tenant's knowledge, Landlord is not in default of the performance of its obligations pursuant to the Lease, and Tenant has no claim, defense, or offset with respect to the Lease.

8. Incorporation. Except as modified by this First Amendment, all other terms and conditions of the Lease between the parties above described shall continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the Effective Date.

LANDLORD:

ROSELLE-DUNHILL LLC,
a California limited liability company

By: /s/ Dennis Cruzan
Name: Dennis Cruzan
Title: Member

TENANT:

ROIM, INC.,
a Delaware corporation

By: /s/ Dane Bustrum
Name: Dane Bustrum
Title: Vice President, Operations

EXHIBIT A

DESCRIPTION OF THE LANDLORD WORK

1. **Landlord Work**. Landlord shall be responsible for constructing the Tenant Improvements in accordance with the scope of work (the "**Scope of Work**") and space plan (the "**Space Plan**") attached hereto as Exhibit A-l and Exhibit A-2, respectively (the "**Landlord Work**"); provided, however that any additional costs incurred by Landlord in excess of maximum or "not to exceed" amount identified for any items of work on Exhibit A-1 to complete the applicable Tenant Improvements shall be payable by Tenant upon completion of the Tenant Improvements. Tenant hereby approves the Scope of Work and the Space Plan and Landlord shall develop plans and specifications for the completion of the Tenant Improvements in accordance with the Scope of Work and Space Plan. Landlord may make such changes and additions to such plans and specifications as is reasonably necessary to comply with applicable law, regulations or private restrictions to which the Property is subject, without the requirement of additional consent of Tenant, which shall not constitute a Change (defined below) for which Tenant is responsible unless made necessary as part of a Tenant-initiated Change.

2. **Tenant's Liability for Changes**. In addition, in the event Tenant requests changes or additions ("**Changes**") to the Tenant Improvements described above, Landlord shall consider any such Change in its sole discretion. In the event Landlord agrees to incorporate any such Changes into the Tenant Improvements, Tenant shall be solely responsible for any increase in costs or expenses related to such Changes and shall deposit with Landlord the full amount reasonably determined by Landlord prior to Landlord undertaking construction of any such Change provided that Tenant shall remain liable for all costs and expenses incurred by Landlord in connection with such Change notwithstanding such deposit, all of which shall be payable to Landlord upon demand.

EXHIBIT A-1

SCOPE OF WORK

"AS-IS" with the following additional improvements, utilizing Building standard materials, finishes and quantities, and in accordance with the Space Plan:

(1) New Dishwasher and Millwork (subject to NTE $4,000);

(2) New Sink Faucet in Kitchen;

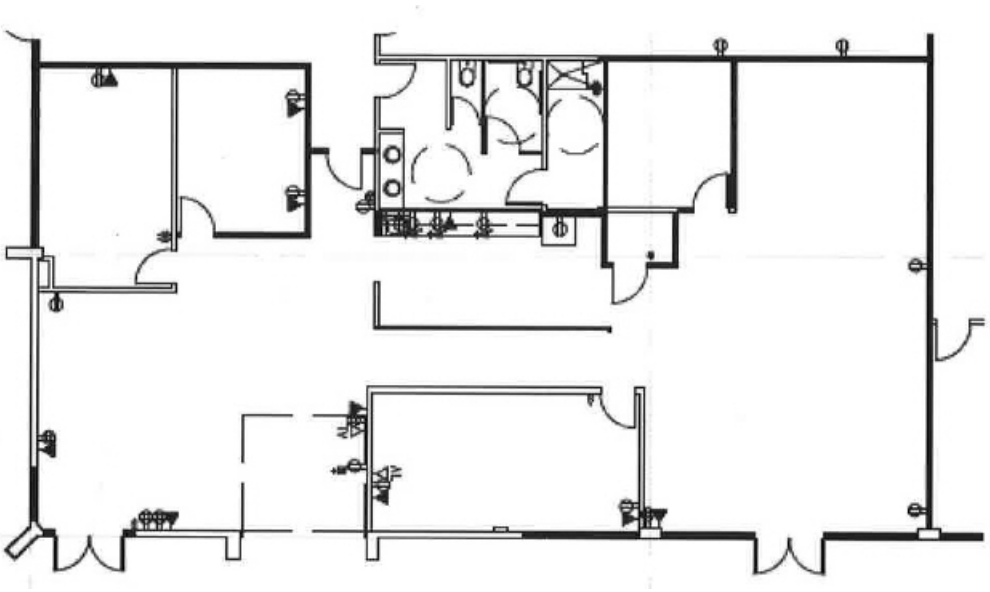
(3) Soundproofing Carpet Tiles in Conference Room;

(4) HVAC Review of Second Interior Office (*Subject to a site visit by MSC);

(5) Paint (One Color) of Three Walls.

EXHIBIT A-2

APPROVED SPACE PLAN



3560 Dunhill Street, Suite 120

EXHIBIT B

SUBSTANTIAL COMPLETION/ACCEPTANCE LETTER

Date: _____, 2014

Re: Lease dated October 8, 2010, as amended by the First Amendment thereto dated January 31, 2014, by and between ROIM, INC., as Tenant, for the Premises located at 3560 Dunhill Street, Suite 120, San Diego, CA 92121

Dear Tenant:

In accordance with the terms and conditions of the above-referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Extended Term of the Lease is_____, 2014.

2. The Termination Date of the Extended Term of the Lease is_____, 2014.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) counterparts of this Commencement Letter in the space provided and returning two (2) executed counterparts to my attention.

Sincerely,

_____
Dennis Cruzan

Agree and Accepted:

ROIM, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "C"

SUBSTANTIAL COMPLETION/ACCEPTANCE LETTER

Date: December 1, 2010

Re: Lease dated as of October 8, 2010, by and between Landlord, and ROIM, Inc., as Tenant, for the Premises located at 3560 Dunhill Street, Suite 120, San Diego, CA 92121.

Dear Tenant:

In accordance with the terms and conditions of the above-referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is December 1, 2010;

2. The Termination Date of the Lease is February 28, 2014;

3. Under Item 2 of the Basic Lease Provisions, Rentable Square Feet shall read 3,302;

4. Item 4 of the Basic Lease Provisions, Base Rent, is hereby amended as follows:

Lease Year	Monthly Rate per RSF	Monthly Installment
12/l/l0 – 12/31/10	$ 1.85	$ 6,108.70
1/1/11 – 3/31/11	$ 0.00	$ 0.00
4/1/11 – 11/30/11	$ 1.85	$ 6,108.70
12/1/11 – 11/30/12	$ 1.91	$ 6,291.96
12/1/12 – 11/30/13	$ 1.96	$ 6,480.72
12/1/13 – 2/28/14	$ 2.02	$ 6,675.14

5. Item 7 of the Basic Lease Provisions, Tenant's Share, is hereby amended to read 23.42%;

6. Item 8 of the Basic Lease Provisions, Security Deposit, shall be amended to read $6,675.14. Pursuant to Section 11 of the Lease, Tenant's Original Security Deposit has been applied towards the Security Deposit. Tenant has paid an additional $722.41 to total $6,675.14.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) counterparts of this Commencement Letter in the space provided and returning two (2) executed counterparts to my attention.

Sincerely,

/s/ Cindy Jacob
Cindy Jacob
Property Manager

Agreed and Accepted:

ROIM, Inc.

By: /s/ Patrick Lennon
Name: Patrick Lennon
Title: Co-Ceo

SECOND AMENDMENT TO LEASE

3560 Dunhill Street, Suite 120, San Diego, CA 92121

This Second Amendment to Lease (this "**Second Amendment**") is made effective as of the 24st day of April, 2014 (the "**Effective Date**"), by and between ROIM, INC., a Delaware corporation ("**Tenant**"), and ROSELLE-DUNHILL LLC, a California limited liability company ("**Landlord**"), with reference to the following recitals:

WHEREAS, Landlord and Tenant previously entered into that certain Office Lease Agreement dated as of October 8, 2010 (the "**Original Lease**"), as amended by the First Amendment thereto dated February 19, 2014 (the "**First Amendment**" and together with the Original Lease, the "**Lease**"), pursuant to which Landlord leased to Tenant 3,302 square feet located at 3560 Dunhill Street, Suite 120, San Diego, CA 92121 (the "**Existing Premises**"), as further described in the Lease;

WHEREAS, Tenant desires to expand the Existing Premises to include an additional 1,598 square feet in the Building currently known as Suite 150 (the **Expansion Space**). Accordingly, Landlord and Tenant desire to amend and modify the Lease as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Unless otherwise defined in this Second Amendment, all capitalized terms of this Second Amendment (including the above recitals, which are incorporated and made a part of this Second Amendment) shall have the meaning ascribed to such terms in the Lease.

2. Term for Expansion Space. The Lease Term for the Expansion Space shall commence on May 1, 2014 (the "**Expansion Effective Date**") and shall otherwise be coterminous with the Extended Term of the Existing Premises.

3. Expansion of Premises. As of the Expansion Effective Date, the "**Premises**" under the Lease is hereby amended and increased to include the Expansion Space and the term "Premises" shall refer to the Existing Premises and the Expansion Space, collectively, consisting of 4,900 rentable square feet. The Premises shall be designated as Suite 120 of the Building.

4. Landlord's Work. Tenant acknowledges that Tenant, pursuant to the terms of the Lease, accepts the Expansion Space on an "AS-IS" condition, subject, however, to the completion of Landlord's Work as provided in the attached Exhibit A. Landlord will use all commercially reasonable efforts to complete Landlord's Work in a timely manner, provided, however, that Landlord shall not be liable for any delay in the completion of the Landlord's Work due to a Tenant Delay.

5. Prior Landlord's Work Under the First Amendment. Landlord and Tenant acknowledge that as of the Effective Date certain "Landlord's Work" as described in the First Amendment (the "**Prior Work**") has not been completed and that such failure to complete the

Prior Work has not been due to a Tenant Delay nor any negligence or willful misconduct by Landlord. By the execution of this Second Amendment, (i) Tenant waives all right, remedies, or claims against Landlord in connection with the foregoing Prior Work, and (ii) Landlord and Tenant further acknowledge and agree that the Landlord's Work pursuant to the attached Exhibit A shall constitute all the currently existing Tenant Improvements in connection with the Lease.

6. Base Rent. The Base Rent per square foot for the Expansion Space shall be the same as provided for with respect to the Existing Premises under the First Amendment, provided, however, that for the first twelve (12) months following the Expansion Effective Date such Base Rent for the Expansion Space shall be $2.45 per rentable square foot. Accordingly, following the Expansion Effective Date, Tenant shall pay Base Rent with respect to the Premises as follows:

Lease Term Period	Rent PSF	Monthly Base Rent
Existing Premises		
May 1, 2014 – Feb 28, 2015	$ 2.35	$ 7,759.70
March 1, 2015 – April 30, 2015	$ 2.42	$ 7,992.49
Expansion Space		
May l, 2014 – April 30, 2015	$ 2.45	$ 3,915.10
Premises (Combined Existing Premises and Expansion Space)		
May l, 2015 – Feb. 29, 2016	$ 2.42	$ 11,858.00
March 1, 2016 – Feb 28, 2017	$ 2.49	$ 12,216.26
March 1, 2017 – Feb 28, 2018	$ 2.57	$ 12,582.75
March 1, 2018 – June 30, 2018	$ 2.64	$ 12,960.23

7. Rent Abatement. Provided that Tenant is not in default under the Lease, Landlord shall grant Tenant, in addition to the rent abatement provided for under the First Amendment, two (2) months of rent abatement in the amount equal to the monthly Base Rent of the Expansion Space (or $3,867.16/month) to occur during the thirteenth (13th) and fourteenth (14th) month following the Expansion Effective Date (the "**Rent Abatement**"). Notwithstanding the Rent Abatement, Tenant shall be responsible for all utilities and operating expenses due under the Lease during the abatement period. If Tenant defaults under the Lease prior to the Lease Term, Tenant shall be responsible to repay Landlord for any unamortized portion of the Rent Abatement.

8. Tenant's Share. Tenant's Share commencing with the Expansion Effective Date shall be 17.23%.

9. Early Access to Expansion Space. Tenant, along with its contractors, subcontractors, agents, etc., shall be permitted to enter the Expansion Space prior to the anticipated Expansion Effective Date, with no obligation to pay rent, utilities, or operating expenses with respect to the Expansion Space (but subject to all other terms and provisions of the Lease) solely for the purpose of installing furniture, fixtures, equipment, and leasehold improvements approved by Landlord. Such prior access shall not interfere with or delay the completion of the Tenant Improvements specified herein, or result in additional costs to the Landlord.

10. Additional Security Deposit. Tenant has previously deposited with Landlord $7,272.00 as a Security Deposit under the Lease. Concurrently with Tenant's execution of this Second Amendment, Tenant shall deposit with Landlord an additional $5,688.23 for a total Security Deposit under the Lease, as amended herein, of $12,960.23.

11. Counterparts. This Second Amendment may be executed in multiple counterparts and by facsimile transmission which, taken together, shall constitute a single document.

12. Tenant Certification. By execution of this Second Amendment, Tenant hereby certifies that as of Effective Date, and to the best of Tenant's knowledge, Landlord is not in default of the performance of its obligations pursuant to the Lease, and Tenant has no claim, defense, or offset with respect to the Lease.

13. Incorporation. Except as modified by this Second Amendment, all other terms and conditions of the Lease between the parties above described shall continue in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the Effective Date.

LANDLORD:

ROSELLE-DUNHILL LLC,
a California limited liability company

By: /s/ Dennis Cruzan
Name: Dennis Cruzan
Title: Member

TENANT:

ROIM, INC.,
a Delaware corporation

By: /s/ Patrick Lennon
Name: Patrick Lennon
Title: CEO

EXHIBIT A

DESCRIPTION OF THE LANDLORD WORK

1. **Landlord Work**. Landlord shall be responsible for constructing the Tenant Improvements in accordance with the scope of work (the "**Scope of Work**") attached hereto as Exhibit A-1, respectively (the "**Landlord's Work**"); provided, however that any additional costs incurred by Landlord in excess of maximum or "not to exceed" amount identified for any items of work on Exhibit A-1 to complete the applicable Tenant Improvements shall be payable by Tenant upon completion of the Tenant Improvements. Tenant hereby approves the Scope of Work and Landlord shall develop plans and specifications for the completion of the Tenant Improvements in accordance with the Scope of Work. Landlord may make such changes and additions to such plans and specifications as is reasonably necessary to comply with applicable law, regulations or private restrictions to which the Property is subject, without the requirement of additional consent of Tenant, which shall not constitute a Change (defined below) for which Tenant is responsible unless made necessary as part of a Tenant-initiated Change.

2. **Tenant's Liability for Chances**. In addition, the event Tenant requests changes or additions ("**Changes**") to the Tenant Improvements described above, Landlord shall consider any such Change in its sole discretion. In the event Landlord agrees to incorporate any such Changes into the Tenant Improvements, Tenant shall be solely responsible for any increase in costs or expenses related to such Changes and shall deposit with Landlord the full amount reasonably determined by Landlord prior to Landlord undertaking construction of any such Change provided that Tenant shall remain liable for all costs and expenses incurred by Landlord in connection with such Change notwithstanding such deposit, all of which shall be payable to Landlord upon demand.

EXHIBIT A-1

SCOPE OF WORK

"AS-IS" with the following additional improvements, utilizing Building standard materials, finishes and quantities, and in accordance with the Space Plan:

- Demolish wall to open into adjacent Suite 150.
- Demolish millwork in Suite 150.
- Replace metal wall with alternate material, not to exceed an aggregate cost of $500.
- Supply power to new workstations, locations to be determined by Tenant. Tenant to provide power poles.
- Provide ring and strings for data, tenant to provide locations and cabling.
- Modify casework to accommodate new dishwasher.
- Paint three existing orange walls red; Tenant to provide specific color.
- Installation of carpet for existing conference room.
- Touch up paint and floor sealant in Expansion Space (Suite 150).

CONSENT TO ASSIGNMENT

This CONSENT TO ASSIGNMENT (this "***Consent***"), dated as of July 7, 2014, is made by Roselle-Dunhill LLC, a California limited liability company ("***Landlord***"), to and for the benefit of ROIM, Inc., a Delaware corporation ("***ROIM***"), ROIM Acquisition Corporation, a Delaware corporation ("***RAC***"), and Veritone Delaware, Inc., a Delaware corporation (" ***Veritone***").

WHEREAS, Landlord and ROIM are parties to that certain Office Lease Agreement, dated October 8, 2010 (the ***Original Lease***"), as amended by a First Amendment to Lease dated February 19, 2014 and a Second Amendment to Lease dated April 24, 2014 (together with the Original Lease, the "***Lease***");

WHEREAS, ROIM is currently a wholly-owned subsidiary of Brand Affinity Technologies, Inc., a Delaware corporation ("***BAT***"), and BAT intends to sell to RAC 100% of the issued and outstanding shares of capital stock of ROIM (the "***Stock Sale***"), and thereafter RAC intends to merge with and into Veritone, pursuant to which ROIM will become a wholly-owned subsidiary of Veritone (the "***Merger***"); and

WHEREAS, under Section 48 of the Original Lease, a transfer of a majority or controlling interest in ROIM is deemed to an assignment of the Lease which requires the prior written consent of Landlord.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONSENT. Landlord hereby acknowledges and consents to the deemed assignments of the Lease by ROIM to RAC and to Veritone (the "***Assignment***") subject to the terms and conditions of this Consent. Landlord hereby waives any notice rights (including any applicable time periods for such notice), rights to terminate the Lease, and recapture rights relating to the Assignment only; provided, however, nothing herein shall be deemed a waiver of any of Landlord's rights under the Lease relating to any subsequent sublease or assignment of the Lease. Landlord hereby consents to the Assignment on the following terms and conditions (which terms and conditions are hereby approved by ROIM, RAC and Veritone by virtue of their execution of this Consent):

(a) ROIM shall remain liable for the payment and performance of all obligations of the tenant under the Lease, including, without limitation, the payment of all rent and other sums specified therein;

(b) Nothing contained in this Consent shall be construed to modify or amend the Lease in any manner or be deemed a waiver by Landlord of any terms or conditions of the Lease, including, without limitation, Landlord's right to approve any subsequent assignment or subletting of the Lease or the Premises (as defined in the Lease);

(c) Within thirty (30) days after Landlord's delivery of an invoice therefor, ROIM shall reimburse Landlord for all reasonable out-of-pocket costs incurred by Landlord (including fees paid to any consultants and attorneys) in connection with the Assignment as provided in Section 48 of the Original Lease; and

(d) Within sixty (60) days after the date hereof, ROIM and Veritone shall each provide to Landlord updated financial statements certified by officers of each respective company, and Landlord reserves the right to increase the Security Deposit in light of (i) such financial statements or (ii) ROIM or Veritone failing to timely provide such financial statements.

2. VALIDITY. Each party hereto agrees and acknowledges that the Lease (i) is valid, (ii) is in full force and effect and (iii) will continue to be valid, in full force and effect, without modification of any terms or conditions, following the closing of the Stock Sale and the Merger and the Assignment, and each party confirms and agrees that (a) there is no fact or circumstance which, with the giving of notice or the passage of time or both, would constitute a breach or default of the Lease by any party, and (b) no default under the Lease will exist as of result of the Stock Sale, Merger or the Assignment.

3. MISCELLANEOUS.

(a) This Consent shall be binding on and inure to the benefit of each party's successors, heirs and assigns.

(b) ROIM, RAC and Veritone each covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Assignment and this Consent, and ROIM, RAC and Veritone agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including, but not limited to, attorney's fees) incurred by Landlord in resisting any claim for any such brokerage commission.

(c) If any term, provision or condition contained in this Consent shall, to any extent, be invalid or unenforceable, the remainder of this Consent, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Consent shall be valid and enforceable to the fullest extent possible permitted by law.

(d) If either party commences litigation against the other relating to this Consent for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree that the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

(e) The terms and provisions of this Consent shall be construed in accordance with and governed by the laws of the State of California.

(f) This Consent may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. This Consent may be executed by a party's signature transmitted by fax or email, and copies of this Consent executed and delivered by means of faxed or emailed copies of signatures shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed or emailed signatures as if such signatures were original wet

signatures. All parties hereto agree that a faxed or emailed signature page may be introduced into evidence in any proceeding arising out of or related to this Consent as if it were an original wet signature page.

IN WITNESS WHEREOF, the parties have caused this Consent to be executed by their respective authorized representatives as of the date set forth above.

LANDLORD:

ROSELLE-DUNHILL LLC,
a California limited liability company

By: /s/ Dennis Cruzan
Name: Dennis Cruzan
Title: Member

ROIM:

ROIM, INC.,
a Delaware corporation

By: _____
Its:
Title:

RAC:

ROIM ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Its:
Title:

VERITONE:

VERITONE DELAWARE, INC.,
a Delaware corporation

By: _____
Its:
Title:

Exhibit 10.9

EXECUTION VERSION

INVESTMENT AGREEMENT

by and between

ACACIA RESEARCH CORPORATION

and

VERITONE, INC.

Dated as of August 15, 2016

INVESTMENT AGREEMENT

This INVESTMENT AGREEMENT, dated as of August 15, 2016 (this "*Agreement*"), is entered into by and between Acacia Research Corporation, a Delaware corporation ("*Acacia*"), and Veritone, Inc., a Delaware corporation (the "*Company*" and, together with Acacia, collectively, the "*Parties*" and each, a "*Party*").

W I T N E S S E T H

WHEREAS, the Parties wish to (a) cooperate in efforts to facilitate the consummation of a Public Offering by the Company, and (b) provide for the investment by Acacia in the Company of an aggregate of up to Fifty Million Dollars ($50,000,000), in the case of clause (a) and (b), upon the terms and subject to the conditions set forth in this Agreement and the Primary Warrant (as defined below);

WHEREAS, concurrently with the execution and delivery of this Agreement, Acacia has extended to the Company a senior secured loan with available borrowing capacity of up to Twenty Million Dollars ($20,000,000) in aggregate principal amount (the "*Acacia Loan*") pursuant to a Secured Promissory Note, in the form attached as Exhibit A and dated as of the date hereof (the "*Secured Promissory Note*"), issued by the Company to Acacia, and has funded the First Tranche Loan (as defined therein) in the principal amount of Ten Million Dollars ($10,000,000);

WHEREAS, in connection with the extension of the Acacia Loan and the funding of the First Tranche Loan by Acacia to the Company, concurrently with the execution and delivery of this Agreement, the Company has issued to Acacia a certain common stock purchase warrant, in the form attached as Exhibit B and dated as of the date hereof (the "*First Tranche Warrant A*"), in respect of an initial Warrant Amount (as defined therein) of Seven Hundred Thousand Dollars ($700,000), exercisable for the exercise price and upon the terms and subject to the conditions set forth in the First Tranche Warrant A;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company has issued to Acacia that certain primary common stock purchase warrant in respect of shares of common stock, par value $0.001 per share, of the Company (the "*Common Stock*"), in the form attached as Exhibit C and dated as of the date hereof (the "*Primary Warrant*"), exercisable for the exercise price and upon the terms and subject to the conditions set forth in the Primary Warrant;

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement, the certificate of incorporation of the Company has been amended by that certain Amended and Restated Certificate of Incorporation of Veritone, Inc. filed with the Secretary of State of the State of Delaware on August 15, 2016 (the "*Restated Certificate*"), pursuant to which certain rights of the holders of shares of Company Preferred Stock have been suspended during the period commencing on the date hereof and ending on August 15, 2018;

WHEREAS, Company Stockholders holding in the aggregate shares representing at least (i) a majority of the issued and outstanding shares of Common Stock, (ii) 65% of the issued and outstanding shares of Series A Preferred Stock, and (iii) 67% of the issued and outstanding shares of Series B Preferred Stock have approved the transactions contemplated by this Agreement (the "*Company Stockholder Approval*") and have waived certain rights available to the Company Stockholders under the Series B Preferred Stock Agreements; and

WHEREAS, the Board of Directors of the Company has determined that, as of the date of this Agreement, it is in the best interests of the Company and its stockholders to prepare for, and, if market conditions are appropriate, embark upon a Public Offering of the Common Stock, and has authorized the officers and employees of the Company to take appropriate actions in furtherance of such preparations.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION

Section 1.1 Certain Definitions. Unless the context otherwise requires, the following terms, when used in this Agreement, will have the respective meanings given to them below:

"*10% Warrant*" will have the meaning ascribed to it in the Primary Warrant.

"*Acacia*" will have the meaning set forth in the preamble hereof.

"*Acacia Loan*" will have the meaning set forth in the recitals hereto.

"*Action*" will mean any demand, action, claim, charge, grievance, complaint, arbitration, mediation, proceeding, inquiry, review, audit, hearing, investigation, litigation, suit or countersuit of any nature, whether civil, criminal, administrative, investigative, regulatory or informal, commenced, brought or heard by or before any Governmental Authority.

"*Affiliate*" will mean, when used with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For the purposes of this definition, "control", when used with respect to any Person, will mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise.

"*Agreement*" will have the meaning set forth in the preamble hereof.

"*Audited Balance Sheet*" will have the meaning set forth in Section 4.5(a)(i).

"*Audited Financial Statements*" will have the meaning set forth in Section 4.5(a)(i).

"*Business*" will mean the business and operations of the Company and its Subsidiaries, taken as a whole, as conducted as of the date hereof.

"*Business Day*" will mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York or California.

"*Closing*" will have the meaning set forth in Section 2.1.

"*Closing Date*" will have the meaning set forth in Section 2.1.

"*Common Stock*" will have the meaning set forth in the recitals hereto.

"*Company*" will have the meaning set forth in the preamble hereof.

"*Company Equity Interests*" will have the meaning set forth in Section 4.4(b).

"*Company Material Adverse Effect*" will mean any effect, change or circumstance, individually or in the aggregate, that is, or would reasonably be expected to be, materially adverse to (x) the Company and its Subsidiaries, taken as a whole, the Business or the financial condition or results of operations of the Business, including without limitation the termination, whether voluntary or involuntary, of Chad Steelberg's service to the Company as an officer, director or other service provider, or (y) the ability of the Company to consummate the Transactions and to perform its obligations under this Agreement and the Transaction Agreements; provided, however, that none of the following will be deemed to constitute, and none of the following will be taken into account in determining whether there has occurred, a Company Material Adverse Effect: any adverse effect, change or circumstance, individually or in the aggregate, arising from or relating to (i) general business or economic conditions, including any such conditions as they relate to the Company, and matters generally affecting the industries in which the Company operates, (ii) national or international political or social conditions, including the engagement by the U.S. in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S., or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S., (iii) financial, banking or securities markets, (iv) changes in GAAP, (v) changes in any Laws, (vi) the negotiation or execution of this Agreement or any of the Transaction Agreements, any actions that are required to be taken by this Agreement or the Transaction Agreements or the pendency or announcement of the Transactions (except that this clause (vi) will be disregarded for purposes of clause (y) above); provided, that, in the case of clauses (i), (ii), (iii), (iv) and (v), such effects, changes or circumstances will be taken into account in determining whether a Company Material Adverse Effect exists or would reasonably be expected to exist, but only if the Company and its Subsidiaries are disproportionately affected thereby compared to other operators in the industries in which the Business operates.

"*Company Stock Plan*" will mean the Veritone, Inc. 2014 Stock Option/Stock Issuance Plan, as amended.

"*Company Stockholder Approval*" will have the meaning set forth in the recitals hereof.

"*Confidentiality Agreement*" will mean the Non-Disclosure Agreement by and between Acacia and the Company, dated as of March 30, 2016, as it may be amended from time to time.

"*Contract*" will mean any written or oral agreement, arrangement, sale order, purchase order, commitment, contract, indenture, mortgage, note, bond, instrument, evidence of indebtedness, real estate or other lease, license, memorandum of understanding, letter of intent, undertaking, or other document in effect as of the date hereof to which any Person is a party or that is binding on any Person or its capital stock, assets or business, in each case, including all amendments, modifications and supplements thereto and waivers and consents thereunder as of the date hereof.

"*Encumbrances*" will mean all liens (statutory or otherwise), security interests, hypothecations, easements, pledges, bailments (in the nature of a pledge or for purposes of security), mortgages, deeds of trusts, charges (including any conditional sale or other title retention agreement or lease in the nature thereof), options, encumbrances or other similar restrictions.

"*Financial Statements*" will have the meaning set forth in Section 4.5(a)(ii).

"*First Tranche Warrant A*" will have the meaning set forth in the recitals hereto.

"*First Tranche Warrant B*" will have the meaning ascribed to it in the Secured Promissory Note.

"*Fully Diluted Basis*" shall mean the total number of shares of Common Stock issued and outstanding as of the applicable date, calculated to include conversion of all issued and outstanding securities then convertible into Common Stock and the exercise of all then outstanding options and warrants to purchase shares of Common Stock, based upon the treasury stock method.

"*GAAP*" will mean United States generally accepted accounting principles.

"*Governmental Authority*" will mean any foreign, federal, state or local court, administrative agency, official board, bureau, governmental or quasi-governmental entities having competent jurisdiction over Acacia, the Company or any of their respective Subsidiaries, and any other tribunal or commission or other governmental department, authority or instrumentality or any subdivision, agency, mediator, commission or authority of competent jurisdiction.

"*HSR Act*" will mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"*Interim Balance Sheet*" will have the meaning set forth in Section 4.5(a)(ii).

"*Investment*" will have the meaning set forth in Section 2.1.

"Investor Rights Agreement" will mean that certain Investor Rights Agreement, dated as of July 15, 2014, by and among the Company and certain stockholders.

"*Knowledge*" will mean, with respect to the Company and its Subsidiaries, the actual knowledge of Chad Steelberg, John Markovich and Mydung Tran Nachman.

"*Law*" will mean any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation, agency requirement, or treaty of any Governmental Authority.

"*Liability*" or "*Liabilities*" will mean all debts, liabilities, obligations, losses, interest and penalties of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising.

"*License*" will mean any license, authorization, permit, certificate, variance, exemption, consent, franchise or approval from any Governmental Authority, domestic or foreign.

"*Maturity Date*" will have the meaning ascribed to it in the Secured Promissory Note.

"*Order*" will mean any decision or award, decree, injunction, judgment, order, quasi judicial decision or award, settlement, ruling, restriction, charge or writ of any Governmental Authority, whether temporary, preliminary or permanent.

"*Party*" and "*Parties*" will have the meanings set forth in the preamble hereof.

"*Person*" or "*person*" will mean a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company or other entity, including a Governmental Authority.

"*Primary Warrant*" will have the meaning set forth in the recitals hereto.

"*Public Offering*" will have the meaning ascribed to it in the Secured Promissory Note.

"*Public Trading Market*" will mean the Nasdaq Capital Market or any other nationally recognized U.S. securities exchange.

"*Registration Statement*" will have the meaning set forth in Section 5.3(a).

"*Related Parties*" will mean, with respect to any Person, such Person's present, former and future Representatives and each of their respective heirs, executors, successors and assigns.

"*Representative*" will mean, with respect to any Person, any of such Person's directors, managers or persons acting in a similar capacity with such Person's approval on its behalf, officers, employees, agents, consultants, financial and other advisors, accountants, attorneys and other representatives.

"*Restated Certificate*" will have the meaning set forth in the recitals hereto.

"*Restricted Share*" will mean each share of Common Stock granted under the Company Stock Plan that is then subject to vesting, repurchase rights by the Company or other restrictions.

"*SEC*" will mean the U.S. Securities and Exchange Commission.

"*Second Tranche Warrant*" will have the meaning ascribed to it in the Secured Promissory Note.

"*Secured Promissory Note*" will have the meaning set forth in the recitals hereto.

"*Securities*" will have the meaning set forth in Section 3.4.

"*Securities Act*" will mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Security Agreement*" will have the meaning ascribed to it in the Secured Promissory Note.

"*Series A Preferred Stock*" will mean the Series A Preferred Stock of the Company, par value $0.001 per share.

"*Series B Preferred Stock*" will mean the Series B Preferred Stock of the Company, par value $0.001 per share.

"*Series B Preferred Stock Agreements*" will mean (i) the Investor Rights Agreement, dated as of July 15, 2014, as amended, by and among the Company and certain of its existing stockholders and other Persons party thereto (the "*IRA*"), (ii) the Voting Agreement, dated as of July 15, 2014, as amended, by and among the Company and certain of its stockholders and (iii) the Right of First Refusal and Offer and Co-Sale Agreement, dated as of July 15, 2014, by and among the Company and certain of its stockholders and other Persons party thereto.

"*Stock Option*" will mean an option to purchase shares of Common Stock granted under the Company Stock Plan.

"*Subsidiary*" will mean, with respect to any Person, a corporation, partnership, association, limited liability company, trust or other form of legal entity in which such Person, a Subsidiary of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, has either (i) a majority ownership in (A) the equity or (B) the interest in the capital or profits thereof, (ii) the power to elect, or to direct the election of, a majority of the board of directors or other analogous governing body of such entity, or (iii) the title or function of general partner or manager, or the right to designate the Person having such title or function.

"*Transaction Agreements*" will mean, collectively, this Agreement, the Secured Promissory Note, the Security Agreement (as defined in the Secured Promissory Note), the First Tranche Warrant A, the First Tranche Warrant B and Second Tranche Warrant (each as defined in the Secured Promissory Note, and in the form attached thereto), the Primary Warrant, and the 10% Warrant (as defined in the Primary Warrant and in the form attached thereto) and the Voting Agreement (as defined in the Primary Warrant).

"*Transactions*" will mean, collectively, the Investment and the other transactions contemplated by this Agreement and the other Transaction Agreements.

"*Voting Agreement*" will have the meaning ascribed to it in the Primary Warrant.

ARTICLE 2.
THE INVESTMENT

Section 2.1 The Closing of the Investment. Unless this Agreement has been terminated or has terminated pursuant to Section 7.1, in the event that Acacia or the Company, as the case may be, is entitled to elect, and elects, in accordance with Sections 2 and 3(a) of the Primary Warrant, the Exercise (as defined in the Primary Warrant) by Acacia of the Primary Warrant, and Acacia is required to Exercise the Primary Warrant in accordance with Sections 2 and 3(a) thereof (such Exercise, the "*Investment*"), and provided the Exercise by Acacia is for the full amount of the Primary Warrant, the closing of such Exercise (the "*Closing*") will take place at 10:00 a.m., New York time, on a date to be specified by the Parties, which will be no later than the fifteenth (15th) Business Day after the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in ARTICLE 6 (other than those conditions that by their nature cannot be satisfied prior to the Closing, but subject to the satisfaction or waiver of those conditions at the Closing) (the "*Closing Date*"), at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166, unless another date or place is agreed to in writing by the Parties.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF ACACIA

Acacia hereby represents and warrants to the Company as follows:

Section 3.1 Due Organization, Good Standing, Corporate Power and Subsidiaries. Acacia is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Acacia has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. Acacia is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the property owned, leased or operated or the nature of the business conducted by it makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so qualified or licensed or to be in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, operations, property or financial condition of Acacia and its Subsidiaries, taken as a whole.

Section 3.2 Authorization and Validity of Agreement. Acacia has all necessary corporate power and authority to execute and deliver this Agreement and the other Transaction Agreements, to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution, delivery and performance of this Agreement and the other Transaction Agreements by Acacia and the consummation by Acacia of the Transactions, have been duly and validly authorized and unanimously approved by the Board of Directors of Acacia, and no other corporate or other action on the part of Acacia or its Board of Directors or stockholders is necessary to authorize the execution, delivery and performance of this Agreement and the other Transaction Agreements or the consummation of the Transactions. This Agreement and the other Transaction Agreements have been (or will be, at the time of their execution) duly and validly executed and delivered by Acacia and, assuming due and valid authorization, execution and delivery hereof and thereof by the Company, each is (or will be, at the time of its execution) a valid and binding obligation of Acacia and enforceable against Acacia in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 3.3 Corporate Authority Relative to this Agreement; No Violation. Assuming the filings required under the HSR Act (if applicable) are made and the waiting periods thereunder (if applicable) have been terminated or expired, the execution and delivery of this Agreement and the other Transaction Agreements by Acacia and the consummation by Acacia of the Transactions, do not and will not (w) conflict with or result in a breach of any provision of its certificate of incorporation or bylaws, (x) violate or conflict in any material respect with any Law or Order of any Governmental Authority applicable to Acacia or by which any of the assets or properties of Acacia may be bound, (y) require any filing with, or License, consent or approval of, or the giving of any notice to, any Governmental Authority, the failure of which to file or receive would be material, or (z) result in a material violation or breach of, constitute (with or without due notice or lapse of time or both) a material default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any material Encumbrance upon any of the properties or assets of Acacia or any of its Subsidiaries or give rise to any material obligation, right of termination, cancellation, acceleration or increase of any material obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Contract material to Acacia and its Subsidiaries, taken as a whole.

Section 3.4 Purchase Entirely for Own Account. This Agreement is made with Acacia in reliance upon Acacia's representation to the Company, which by Acacia's execution of this Agreement Acacia hereby confirms, that each of the Secured Promissory Note, the First Tranche Warrant A, the Primary Warrant, the First Tranche Warrant B, the Second Tranche Warrant, the 10% Warrant, and the securities of the Company for which the foregoing are or will be exercisable or convertible (collectively, the "*Securities*") will be acquired for investment for Acacia's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, except as expressly contemplated by this Agreement.

Section 3.5 Reliance upon Acacia's Representations. Acacia understands that the Securities are not, and will not be, registered under the Securities Act on the ground that the sale provided for in this Agreement and the issuance of the Securities hereunder are and will be exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof, and that reliance on such exemption is predicated on Acacia's representations set forth herein.

Section 3.6 Disclosure of Information. Acacia believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Securities. Acacia has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and the Company's business, properties, prospects and financial condition and to obtain additional information necessary to verify the accuracy of any information furnished to Acacia or to which Acacia had access.

Section 3.7 Investment Experience; Economic Risk. Acacia understands that the Company has a limited financial and operating history and that an investment in the Company involves substantial risks. Acacia represents to the Company that Acacia is an "accredited investor" (within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act), is experienced in evaluating and investing in private placement transactions of securities, and Acacia represents and acknowledges it is able to fend for itself. Acacia has such knowledge and experience in financial and business matters that Acacia is capable of evaluating the merits and risks of investment in the Securities, including the Investment. Acacia can bear the economic risk of investment in the Securities, including the Investment, and is able, without impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment. Acacia has not been organized for the purpose of acquiring the Securities.

Section 3.8 Restricted Securities. Acacia understands that the Securities are and will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such federal securities laws and applicable regulations such Securities may be resold without registration under the Securities Act only in certain limited circumstances. In connection therewith, Acacia represents that it is aware of the provisions of Rule 144 promulgated under the Securities Act, which permits limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the existence of a public market for the securities, the availability of certain current public information about the Company, the resale occurring not less than one (1) year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of securities being sold during any three (3)-month period not exceeding specified limitations, each as applicable.

Section 3.9 Brokers or Finders. The Company has not, and will not, incur, directly or indirectly, as a result of any action taken by Acacia, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Investment.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Acacia as follows:

Section 4.1 Due Organization, Good Standing, Corporate Power and Subsidiaries. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company and its Subsidiaries have all requisite corporate power and authority to own, lease and operate their properties and assets and to carry on its business as it is now being conducted. Each of the Company and its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the property owned, leased or operated or the nature of the business conducted by it makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so qualified or licensed or to be in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.2 Authorization and Validity of Agreement. The Company has all necessary corporate power and authority to execute and deliver this Agreement and the other Transaction Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the other Transaction Agreements by the Company and the consummation by the Company of the Transactions, have been (a) duly and validly authorized and unanimously approved by the Board of Directors of the Company and (b) approved by the Company Stockholder Approval, and no other corporate or other action on the part of the Company or its Board of Directors or stockholders is necessary to authorize the execution, delivery and performance of this Agreement and the Transaction Agreements or the consummation of the Transactions, except to the extent (a) the Board of Directors will be required to approve any corporate actions relating to a Public Offering and listing of the Common Stock in connection therewith and (b) the stockholders of the Company will be required to approve (i) any corporate actions to amend the Company's charter and bylaws in connection with a Public Offering and listing of the Common Stock and (ii) any Contracts regarding voting or other investor rights relating to the Company, to which any such stockholder is anticipated to be a party. This Agreement and the other Transaction Agreements have been (or will be, at the time of their execution) duly and validly executed and delivered by the Company and, to the extent it is a party thereto, assuming due and valid authorization, execution and delivery hereof and thereof by each of the other parties thereto, as applicable, each is (or will be, at the time of its execution) a valid and binding obligation of the Company and enforceable against the Company in accordance with their terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereinafter in effect, affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 4.3 Corporate Authority Relative to this Agreement; No Violation. Assuming (a) the filings required under the HSR Act (if applicable) are made and the waiting periods thereunder (if applicable) have been terminated or expired, (b) the applicable requirements under federal securities Laws and any applicable state securities or blue sky Laws are met, (c) the requirements of an applicable Public Trading Market in respect of the listing of the shares of Common Stock to be offered and sold in the Public Offering are met, and (d) the requirements, if any, of the Financial Industry Regulatory Authority, Cede & Co. and The

Depository Trust Corporation are met, the execution and delivery of this Agreement and the Transaction Agreements by the Company, and the consummation by the Company of the Transactions, do not and will not (w) conflict with or result in a breach of any provision of the certificate of incorporation or bylaws of the Company, (x) violate or conflict in any material respect with any Law or Order of any Governmental Authority applicable to the Company, (y) require any filing with, or License, consent or approval of, or the giving of any notice to, any Governmental Authority, the failure of which to file or receive would be material, or (z) as of the date hereof, result in a material violation or breach of, constitute (with or without due notice or lapse of time or both) a material default under, or give rise to any right of termination, cancellation or acceleration, or result in the creation of any material Encumbrance upon any of the properties or assets of the Company or any of its Subsidiaries or give rise to any material obligation, right of termination, cancellation, acceleration or increase of any material obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Contract material to the Company and its Subsidiaries, taken as a whole.

Section 4.4 Capitalization; Subsidiaries. As of the date of this Agreement:

(a) The authorized capital stock of the Company consists solely of (i) 38,500,000 shares of Common Stock and (ii) 11,500,000 shares of Company Preferred Stock, of which 3,914,697 shares are designated as Company Series A Preferred Stock, and 3,092,781 shares are designated as Series B Preferred Stock. As of the date hereof, (u) 4,116,618 shares of Common Stock are issued and outstanding, of which (1) 364,663 shares of Common Stock are Company Restricted Shares, and (2) 0 shares of Common Stock are held by the Company in its treasury, (v) 1,173,966 shares of Common Stock are subject to outstanding Stock Options; (w) 386,863 additional shares of Common Stock are reserved for issuance pursuant to the Company Stock Plan, (x) warrants issued by the Company in respect of 412,370 shares of Common Stock are outstanding, but unvested and performance-based, (y) 3,914,697 shares of Series A Preferred Stock are issued and outstanding and (z) 3,092,781 shares of Series B Preferred Stock are issued and outstanding. All of the issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued and are fully paid and non-assessable.

(b) Except as set forth in (i) award agreements granting Stock Options or Restricted Shares to employees or consultants of the Company or its Subsidiaries (the standard forms of which have been disclosed prior to the date hereof to Acacia), (ii) the Series B Preferred Stock Agreements, (iii) the certificate of incorporation or bylaws of the Company, and (iv) this Agreement and the other Transaction Agreements, in each of clause (i)-(iv), as they exist as of the date hereof, there are no (1) outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities, or other commitments, contingent or otherwise, relating to capital stock of the Company or any capital stock equivalent or other nominal interest in the Company or any of its Subsidiaries ("*Company Equity Interests*") pursuant to which the Company or any of its Subsidiaries is or may become obligated to issue shares of its capital stock or other equity interests or any securities convertible into or exchangeable for, or evidencing the right to subscribe for, any Company Equity Interests, (2) outstanding obligations of the Company to repurchase, redeem or otherwise acquire any outstanding securities of Company Equity Interests or (3) Contracts or commitments to which the Company or any of its Subsidiaries is a party relating to the issuance, sale, transfer or voting of any equity securities or other securities of the Company. Immediately prior to the commencement of the Public Offering, the issued and outstanding capital stock of the Company shall consist solely of shares of Common Stock.

(c) All outstanding Stock Options and Restricted Shares have been granted under the Company Stock Plan. The Company has made available to Acacia a true and complete list, as of the date hereof, of (i) all outstanding Stock Options and (ii) all Restricted Shares, including in each case where applicable, the name of the holder thereof, the number of shares of Common Stock subject to each such grant, the exercise price per share, the date of grant and the date of expiration for each such grant.

(d) Except for the Secured Promissory Note and any intercompany indebtedness, the Company and its Subsidiaries have no outstanding indebtedness for borrowed money and there are no outstanding guarantees by the Company or any of its Subsidiaries of indebtedness for borrowed money of any other Person. Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or, other than as referred to in this Section 4.4, other securities, the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter.

Section 4.5 Financial Statements,

(a) The financial statements, which have been delivered to Acacia, consist of:

(i) the audited consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2015 (the "*Audited Balance Sheet*") and December 31, 2014, and the related audited statements of operations, cash flows and stockholder's equity for the year ended December 31, 2015 and the period from inception through December 31, 2014, including the notes thereto, in each case, audited by Marcum LLP and Haskell & White LLP, respectively (collectively, the "*Audited Financial Statements*"); and

(ii) the unaudited consolidated interim balance sheet of the Company and its Subsidiaries as of March 31, 2016 (the "*Interim Balance Sheet*"), and the related unaudited consolidated interim consolidated statements of operations for the three months ended March 31, 2016 and March 31, 2015 (collectively, including the Interim Balance Sheet and together with the Audited Financial Statements, the "*Financial Statements*").

(b) The Financial Statements were prepared in accordance with GAAP, consistently applied, and present fairly, in all material respects, the financial position of the Business as of the dates thereof and the results of its operations and changes in cash flows or other information included therein for the periods or as of the dates then ended, in each case, and subject, where appropriate, to normal year-end audit adjustments, as of the dates thereof and for the periods covered thereby.

(c) Except as recorded as a Liability or otherwise reserved against in the Company's and its Subsidiaries' most recent audited consolidated balance sheet, or as described in a disclosure schedule delivered by the Company to Acacia prior to the Closing Date, to the Company's Knowledge, the Company and its Subsidiaries do not have any material Liabilities of any nature (whether accrued, absolute, contingent or otherwise) other than (i) Liabilities incurred in the ordinary course of business since the date of the Company's and its Subsidiaries' most recent audited consolidated balance sheet and (ii) Liabilities incurred under or in accordance with or as expressly permitted by this Agreement or in connection with the Transactions.

Section 4.6 Absence of Certain Changes or Events. In each case, as of the date of this Agreement, except (a) as specifically contemplated or permitted by this Agreement or the Transaction Agreements, (b) as set forth in the Audited Financial Statements, (c) for changes resulting from the announcement of this Agreement or the Transactions, since the date of the Interim Balance Sheet, and (d) entry into that agreement by and between WestwoodOne, Inc. and Veritone Enterprise, LLC. dated June 20, 2016, (i) the Business has been conducted, in all material respects, in the ordinary course of business, and (ii) there has not been any event (including any damage, destruction or loss, whether or not covered by insurance) that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

ARTICLE 5.
COVENANTS

Section 5.1 Conduct of the Business Pending the Closing. Following the date of this Agreement and until the earlier of the Closing or the termination of this Agreement, except as contemplated or permitted by this Agreement or the Transaction Agreements or to the extent that Acacia shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), the Company agrees, as to itself and its Subsidiaries, that the Company shall conduct its business in, and shall cause its Subsidiaries to conduct their businesses in, and the Company shall not take any action except in, the ordinary course of business, and shall use commercially reasonable efforts to operate its current business organization in such a manner that its goodwill and ongoing businesses are not impaired in any material respect as of the Closing.

Section 5.2 Directors.

(a) Promptly after the date hereof, the Company shall cause one (1) member of the Company Board of Directors designated by the holders of shares of Series B Preferred Stock (a "*Series B Designee*") to be replaced with an individual designated by Acacia (an "*Acacia Designee*") in accordance with the terms and conditions of the Series B Preferred Stock Agreements and the Company Stockholder Approval.

(b) The Company shall cause the initial members of the Company Board of Directors immediately prior to the consummation of a Public Offering to be elected in accordance with the Voting Agreement, and for such directors to serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Restated Certificate and the Bylaws, as amended, in each case to the full extent permitted by law.

Section 5.3 Public Offering.

(a) The Company will use commercially reasonable efforts to consummate, as soon as practicable after the date hereof, such form of a Public Offering as its Board of Directors shall determine is in the best interests of the Company; provided, that, the Company shall have up to five (5) years from the date of the Secured Promissory Note to (A) prepare and file with the SEC an offering circular or registration statement on Form S-1, Form 1-A, Form S-4, or another applicable form of offering circular or registration statement approved by the SEC for the nature of such Public Offering undertaken by the Company (as applicable, the "*Registration Statement*), (B) to the extent commercially practicable, consummate such Public Offering, and (C) as of the consummation of such Public Offering, become qualified to list the Common Stock with a Public Trading Market.

(b) Acacia will use commercially reasonable efforts to support and facilitate the efforts of the Company to consummate a Public Offering and become qualified for the listing of its Common Stock, as described in this Section 5.3.

(c) In furtherance of the Parties' respective covenants set forth in Sections 5.3(a) and (b), the Parties agree to that, soon after the date hereof, they will engage in discussions with potential underwriters regarding market conditions and other relevant factors in determining whether and when the Company should undertake a Public Offering and whether such Public Offering should be an initial public offering, a Regulation A Offering, or another permissible form of transaction within the definition of "Public Offering". Thereafter, the Company will use its commercially reasonable efforts, upon the approval of its Board of Directors, to prepare and file with the SEC the applicable Registration Statement approved by the Board of Directors of the Company, the offering circular or prospectus, as applicable, included therein, and each amendment and supplement thereto for such Public Offering as the Board of Directors of the Company determines to be in the best interests of the Company. Acacia will use its commercially reasonable efforts to cooperate with the Company in the preparation of such Registration Statement, including by furnishing all information concerning Acacia required to be included in such Registration Statement and by providing other assistance to the Company in connection with the preparation of such Registration Statement as the Company may reasonably request. The Company will use its commercially reasonable efforts to prepare, and Acacia shall use its commercially reasonable efforts to cooperate with the Company in the preparation of, all information required by the SEC to be included in such Registration Statement. The Company will use its commercially reasonable efforts, and Acacia will use its commercially reasonable efforts to cooperate with the Company, to have such Registration Statement declared effective or become qualified, as applicable, under the Securities Act on a date to be mutually agreed upon by Acacia and the Company and to keep such Registration

Statement effective as long as is necessary to consummate such Public Offering; provided, that such date is no earlier than the date on which the Company would be reasonably able to meet its obligations and requirements as a public company with securities listed with, or quoted on, a Public Trading Market and is otherwise reasonably prepared to operate as a standalone entity. The Parties hereby agree that any such Public Offering will be a primary offering of shares of Common Stock. The Company will not include in any such Registration Statement any shares of Common Stock or other securities held by any stockholder of the Company without the prior written consent of Acacia, which consent shall not be unreasonably withheld, conditioned or delayed; provided that to the extent that any such consent is granted by Acacia, it shall apply pro rata to all holders of Registrable Securities (as defined in the IRA) on an as converted to Common Stock basis.

Section 5.4 Listing Matters. The Company shall prepare and file, and shall use commercially reasonable efforts to have approved prior to the consummation of a Public Offering, an application for the listing on a Public Trading Market of the shares of Common Stock to be offered and sold in the Public Offering and shares of Common Stock to be reserved for issuance pursuant to any director or employee benefit plan or arrangement.

Section 5.5 Public Announcements. Until the earlier of the Closing or the termination of this Agreement, Acacia and the Company shall consult with each other prior to making any press release or public announcement relating to the Transactions and shall not issue any such press release or make any such public announcement prior to such consultation and without the consent of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned, except as (i) may be required by applicable Law, Order or by obligations pursuant to any listing agreement with any national securities exchange, in which case the Party proposing to issue such press release or make such public announcement shall use its reasonable best efforts to consult in good faith with, and accept reasonable comment from, the other Party a reasonable time before issuing any such press release or making any such public announcement or (ii) in the case of an oral statement, is substantially similar in content to previous written press releases, public disclosures or public statements made jointly by the Parties or in investor conference calls, SEC filings, Q&As or other documents approved by the Parties.

Section 5.6 Solicitation. During the period beginning on the date of the Secured Promissory Note and ending on the earlier of (x) the Maturity Date and (y) the date of the consummation of a Public Offering, the Company may solicit, negotiate with, execute documents (including, but not limited to, nondisclosure agreements, term sheets, letters of intent, and definitive agreements) with, engage in diligence regarding, and consummate transactions with Persons or groups of Persons in connection with (i) acquisitions of such Persons or of the businesses or assets of such Persons or groups of Persons, (ii) a Next Equity Financing, (iii) investments by strategic investors, and (iv) a Public Offering; provided that, with respect to any of the transactions set forth in clauses (i) through (iii) above, the Company shall have received the consent of Acacia (such consent not to be unreasonably withheld, delayed or conditioned) prior to consummating such transactions.

Section 5.7 Employee Option Pool . Prior to the consummation of the Public Offering, the Board of Directors of the Company shall take such action as may be necessary to establish an employee option pool (the "*Employee Option Pool*") to provide eligible employees and other individuals providing services to the Company or any of its Subsidiaries following the Closing with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Company as an incentive for them to continue such employment or service. The Board of Directors of the Company shall simultaneously reserve for the Employee Option Pool that number of shares of Common Stock representing 5.0% of the aggregate number of shares of Common Stock, on a Fully Diluted Basis immediately prior to the consummation of the Public Offering (including in such calculation (y) all shares of Common Stock reserved for the Employee Option Pool pursuant to this Section 5.7 and (z) all shares of Common Stock reserved or to be reserved for the conversion of the Secured Promissory Note and the Primary Warrant (to the extent exercised) but excluding any shares of Common Stock issued and sold pursuant to the Public Offering or in respect of any of the 10% Warrant, First Tranche Warrant A, First Tranche Warrant B and Second Tranche Warrant).

Section 5.8 Certain Information . During the period commencing on the date hereof and ending on the later to occur of (a) the Maturity Date and (b) such time as all outstanding principal balance under the Secured Promissory Note and all accrued interest thereon have been repaid in full by the Company or converted into shares of Common Stock in accordance therewith, the Company will furnish to Acacia the financial and other information that the Company is required to furnish to Qualifying Investors (as defined in the Investor Rights Agreement) pursuant to Section 3 of the Investor Rights Agreement, upon the terms and subject to the conditions set forth therein.

ARTICLE 6.
CLOSING CONDITIONS

Section 6.1 Conditions to the Obligations of Acacia. The obligations of Acacia to consummate the Investment are subject to the satisfaction, as of the Closing, of the following conditions, which may be waived, in whole or in part, by Acacia to the extent permitted by Law:

(a) The representations and warranties of the Company set forth in Article IV shall be true and correct in all respects, in each case at and as of the date hereof and at and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date). The Company shall have delivered to Acacia a certificate, dated as of the Closing Date, of an executive officer of the Company certifying the satisfaction by the Company of the conditions set forth in this Section 6.1(a).

(b) The Company shall have performed in all material respects its covenants and agreements contained in this Agreement required to be performed at or prior to the Closing Date.

(c) The Company and each of the Company Stockholders, as applicable, shall have entered into and delivered to Acacia the Transaction Agreements to which the Company, any of its Subsidiaries or such Company Stockholder, as applicable, is a party and that by their terms are to be delivered on or prior to the Closing Date, and such agreements shall be in full force and effect and with no default thereunder.

(d) Since the date of this Agreement, no event, occurrence, fact, condition, change, development or effect shall exist or have occurred or come to exist that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Company Material Adverse Effect.

(e) Except for Series B Preferred Stock Agreements that have been amended in connection with the execution of this Agreement, each of the Series B Preferred Stock Agreements shall have been terminated at or prior to the Closing pursuant to an agreement in form and substance reasonably satisfactory to Acacia, and Acacia shall have been provided with evidence of such termination reasonably satisfactory to it.

(f) Prior to the date of the Registration Statement, each of Chad Steelberg and Ryan Steelberg (each, an "*Executive*") shall have entered into an employment agreement with the Company, with a term of at least 36 months, and on other terms and conditions to be mutually agreed by Acacia and each Executive, and each such agreement shall not have been terminated and shall be in full force and effect as of the Closing Date.

Section 6.2 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Investment are subject to the satisfaction, as of the Closing, of the following conditions, which may be waived, in whole or in part, by the Company to the extent permitted by Law:

(a) The representations and warranties of Acacia set forth in Article 3 shall be true and correct in all respects, in each case at and as of the date hereof and at and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct as of the specified date).

(b) Acacia shall have performed in all material respects its covenants and agreements contained in this Agreement required to be performed at or prior to the Closing.

ARTICLE 7.
TERMINATION, AMENDMENT AND WAIVER

Section 7.1 Termination or Abandonment. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned, or may terminate automatically, at any time prior to the Closing, whether before or after any approval of the matters presented in connection with the Transactions by any stockholders required to approve the Transactions:

(a) by the mutual written consent of Acacia and the Company;

(b) automatically upon the close of business on August 15, 2021;

(c) automatically upon effectuation of the Exercise (as defined in the Primary Warrant) of the Primary Warrant in its entirety, whether in a single Exercise or a series of partial Exercises (including the Company's receipt of the aggregate Exercise Price in respect of the whole Primary Warrant);

(d) automatically upon the Primary Warrant becoming, at the Company's written election, null and void in accordance with Section 2 thereof;

(e) by the Company (so long as the Company is not then in material breach of any covenant, representation or warranty or other agreement contained herein which breach would cause the Closing conditions of Acacia not to be satisfied if the Closing were to occur at the time of termination, other than those conditions that by their nature cannot be satisfied prior to the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), if there has been a material breach by Acacia of any of its representations, warranties, covenants or agreements contained in this Agreement, or any such representation and warranty shall have become untrue in any material respect, in either case such that Section 6.2(a) or Section 6.2(b) hereof would be incapable of being satisfied, and such breach or condition has not been cured within thirty (30) days following receipt by Acacia of notice of such breach;

(f) by Acacia (so long as Acacia is not then in material breach of any covenant, representation or warranty or other agreement contained herein which breach would cause the Closing conditions of the Company not to be satisfied if the Closing were to occur at the time of termination, other than those conditions that by their nature cannot be satisfied prior to the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), if there has been a material breach by the Company of any of its representations, warranties, covenants or agreements contained in this Agreement, or any such representation and warranty shall have become untrue in any material respect, in either case such that Section 6.1(a) or Section 6.1(b) would be incapable of being satisfied, and such breach or condition has not been cured within thirty (30) days following receipt by the Company of notice of such breach; or

(g) by either Acacia or the Company if any Law or Order by any Governmental Authority preventing or prohibiting consummation of the Transactions shall have become final and non-appealable.

The Party desiring to terminate this Agreement pursuant to this Section 7.1 will give written notice of such termination to the other Party, specifying the provision pursuant to which such termination is effected.

Section 7.2 Effect of Termination. If this Agreement is terminated by Acacia or the Company pursuant to Section 7.1 hereof, then this Agreement shall become void and have no effect with no Liability on the part of the Parties, except to the extent that such termination results from a Party's intentional breach of, or fraud in respect of, any of its covenants or agreements set forth in this Agreement; provided, however, that the provisions of the Confidentiality Agreement, this ARTICLE 7 and ARTICLE 8 shall remain in full force and effect and shall survive any termination of this Agreement.

ARTICLE 8.
GENERAL PROVISIONS

Section 8.1 Survival of Representations and Warranties. The representations and warranties of Acacia and the Company contained in this Agreement will expire and be of no further force or effect as of the Closing.

Section 8.2 Notices. All notices, requests, claims, demands and other communications to be given or delivered under or by the provisions of this Agreement will be in writing and will be deemed given only (i) when delivered personally to the recipient, (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); provided, that confirmation of delivery is received, (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile or (iv) five (5) calendar days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications will be sent to the Parties at the following addresses (or at such address for a Party as will be specified by like notice):

if to Acacia, to:

Acacia Research Corporation
520 Newport Center Drive, 12th Floor
Newport Beach, CA 92660
Attention: Edward J. Treska, General Counsel
Facsimile: 949-480-8391

with a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attention: Dennis J. Block
Facsimile: 212-805-5555

with a copy (which will not constitute notice) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Mark L. Skaist
Facsimile: 949-725-4100

if to the Company, to:

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
Attention: John M. Markovich, Chief Financial Officer
Facsimile: (949) 209-0365

with a copy (which will not constitute notice) to:

Munger, Tolles & Olson LLP
355 S. Grand Avenue, 35th Floor
Los Angeles, California
Attention: Mary Ann Todd, Esq.
Katherine H. Ku, Esq.
Facsimile: (213) 687-3702

with a copy (which will not constitute notice) to:

Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Attention: Ellen S. Bancroft, Esq.
Facsimile: (714) 830-0700

Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; provided that such notification will only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 8.3 Counterparts; Delivery by Electronic Transmission. This Agreement may be executed in one or more counterparts each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) will be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 8.4 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any Person (other than Acacia, the Company and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no Person will be deemed a third party beneficiary under or by reason of this Agreement.

Section 8.5 Assignment. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by either Party (whether by operation of Law or otherwise) without the prior written consent of the other Party, and any purported assignment
without such consent will be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 8.6 Governing Law; WAIVER OF JURY TRIAL.

(a) This Agreement and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement (and all Exhibits hereto) will be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Laws of the State of Delaware will control the interpretation and construction of this Agreement (and all Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

(b) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.7 Jurisdiction and Service of Process. Any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or its successors or assigns, in each case, will be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Agreement (i) any claim that is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 8.7, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the Action in such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each Party further agrees that

neither Party to this Agreement will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.7 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The Parties hereby agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.2, or in such other manner as may be permitted by Law, will be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided.

Section 8.8 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance will be declared judicially to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 8.9 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 8.10 Amendment; Extension; Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

Section 8.11 Interpretation. When a reference is made in this Agreement to an Article, Section, or Exhibit, such reference will be to an Article, Section, or Exhibit of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms and any reference to the masculine, feminine or neuter gender will be deemed to include any gender or all three as appropriate. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

Unless the context otherwise requires, "or," "neither," "nor," "any," "either," and "or" will not be exclusive. Wherever and whenever in this Agreement there is a consent right of a Party or a reference to the "satisfaction" or "sole discretion" of a Party, such Party will be entitled to consider solely its own interests (and not the interests of any other Person) or, at its sole election, any such other interests and factors as such Party desires. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 8.12 Specific Performance; Limitation on Money Damages. The Parties agree that irreparable damage would occur in the event that the Company fails to consummate the Transactions in accordance with the terms of this Agreement and that Acacia shall be entitled to specific performance in such event, in addition to any other remedy at law or in equity. Each Party hereby waives, in any Action by the other Party for specific performance, the defense of adequacy of a remedy at law and the posting of any bond or other security in connection therewith. The Parties hereby agree that money damages will not be available to either Party from the other Party in connection with this Agreement or the Transactions, except to the extent that such damages result from a Party's intentional breach of, or fraud in respect of, any of its covenants or agreements set forth in this Agreement. In no event will any Representative of Acacia or the Company have any liability or obligation relating to or arising out of this Agreement or the Transactions. Except as provided in this Section 8.12 and Section 7.2, or in another Transaction Agreement, each Party hereby waives (on behalf of itself, its Affiliates and its stockholders) any and all claims against the other Party, whether arising as a matter of contract or tort Law or by virtue of any statute, regulation or other applicable Law or by any legal or equitable proceeding.

Section 8.13 References to Time. All references in this Agreement to times of the day will be to Los Angeles time, unless expressly stated otherwise.

Section 8.14 No Representations or Warranties.

(a) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT, ACACIA (ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS STOCKHOLDERS) ACKNOWLEDGES THAT NONE OF THE STOCKHOLDERS OF THE COMPANY, THE COMPANY OR ANY OF ITS SUBSIDIARIES MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT, ACACIA (ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS STOCKHOLDERS) FURTHER ACKNOWLEDGES THAT ALL OTHER REPRESENTATIONS OR WARRANTIES THAT THE COMPANY STOCKHOLDERS, THE COMPANY OR ANY OF ITS SUBSIDIARIES GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED, AND THAT NEITHER ACACIA NOR ANY OF ITS AFFILIATES OR STOCKHOLDERS HAS RELIED ON ANY SUCH REPRESENTATION OR WARRANTY. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT A CLAIM FOR FRAUD.

(b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT, THE COMPANY (ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS STOCKHOLDERS) ACKNOWLEDGES THAT NONE OF ACACIA OR ANY OF ITS SUBSIDIARIES MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR HEREIN OR IN ANY OTHER TRANSACTION AGREEMENT, THE COMPANY (ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS STOCKHOLDERS) FURTHER ACKNOWLEDGES THAT ALL OTHER REPRESENTATIONS OR WARRANTIES THAT ACACIA OR ANY OF ITS SUBSIDIARIES GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED, AND THAT NONE OF THE COMPANY OR ITS AFFILIATES OR STOCKHOLDERS HAS RELIED ON ANY SUCH REPRESENTATION OR WARRANTY. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT A CLAIM FOR FRAUD.

Section 8.15 Fees and Expenses. Except as otherwise provided in this Agreement or another Transaction Agreement, all fees and expenses incurred in connection with this Agreement, the Transaction Agreements and the transactions contemplated hereby and thereby will be paid by the party incurring such fees or expenses.

[Signature Page Follows]

In WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

ACACIA RESEARCH CORPORATION

By: /s/ Clayton J. Hayes
Name: Clayton J. Hayes
Title: CFO

VERITONE, INC.

By: /s/ John M. Markovich
Name: John M. Markovich
Title: Chief Financial Officer

EXHIBIT A

SECURED PROMISSORY NOTE

See Exhibit 10.10.

EXHIBIT B

FIRST TRANCHE WARRANT A

See Exhibit 10.12.

EXHIBIT C

PRIMARY WARRANT

See Exhibit 10.11.

Exhibit 10.10

EXECUTION VERSION

THIS SECURED PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE ISSUER OF AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

SECURED PROMISSORY NOTE

Up to $20,000,000.00

August 15, 2016
Newport Beach, California

FOR VALUE RECEIVED, the undersigned, **VERITONE, INC.,** a Delaware corporation (the "Borrower"), hereby promises to pay to the order of **ACACIA RESEARCH CORPORATION** (the "Lender"), in the lawful currency of the United States of America, the principal amount of each loan of the Lender outstanding from time to time in accordance with the provisions of this secured promissory note (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Secured Promissory Note"), plus interest thereon, and Lender Costs (as defined below) as provided herein, in each case, in the manner and upon the terms and conditions set forth below.

1. The Loan; Security.

(a) This Secured Promissory Note evidences (i) the loan made by the Lender to the Borrower on the date hereof in the principal amount of Ten Million Dollars ($10,000,000) (the "First Tranche Loan") and (ii) an additional loan in the principal amount of Ten Million Dollars ($10,000,000), which the Lender hereby agrees to extend and provide to the Borrower in immediately available U.S. funds within three (3) Business Days of delivery of a Draw Notice (as defined below) by the Borrower (the "Second Tranche Loan" and, together with the First Tranche Loan, the "Loan"), provided there is not a Loan Default in effect at the time such Draw Notice is delivered that remains uncured. The Borrower will specify in the Draw Notice the principal amount of the Second Tranche Loan that the Borrower wishes to draw and wire instructions for the account of the Borrower to which the Lender should direct funds. The parties hereto agree that the Borrower may issue a Draw Notice and borrow the Second Tranche Loan at any time prior to the initial 12-month Maturity Date, but once and only once, during the term of this Secured Promissory Note.

(b) The Borrower hereby authorizes the Lender to make or cause to be made a notation on the record annexed hereto as Exhibit A and constituting a part hereof (the "Record") reflecting disbursement of the First Tranche Loan and, if applicable, the Second Tranche Loan hereunder by the Lender and payments of principal thereof by the Borrower. The aggregate unpaid

amount set forth on the Record will be *prima facie* evidence of the principal amount of the Loan owing and unpaid to the Lender with respect to this Secured Promissory Note. The failure to record, or any error in so recording, any such amount on the Record will not affect the obligations of the Borrower hereunder to make payments of principal and interest when due; provided, that in no event will the Borrower be obligated to make payments of principal in excess of the amount actually loaned to the Borrower.

(c) Repayment of the Loan is secured by a security interest in substantially all of the assets of the Borrower pursuant to the Security Agreement.

2. Interest. The outstanding principal of the Loan will bear interest, beginning as of the date hereof and ending on and excluding the date on which all amounts owing hereunder have been paid in full, at 6.0% per annum, compounding annually. All interest hereunder will be calculated on the basis of a 365-day year and paid for the actual number of days elapsed.

3. [Intentionally omitted.]

4. Definitions. For purposes of this Secured Promissory Note, the capitalized terms below will have the respective meanings ascribed to them.

(a) "10% Warrant" means that certain common stock purchase warrant attached as Exhibit A to the Primary Warrant, to be issued by the Borrower to the Lender substantially in such form and on the terms and subject to the conditions set forth in the Primary Warrant, relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act.

(b) "Affiliate" means, when used with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.

(c) "Business Day" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by law to be closed in New York or California.

(d) "Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Borrower, as filed with the Secretary of State of the State of Delaware on July 15, 2014, as amended by the Charter Amendment.

(e) "Charter Amendment" means the Amendment to the Amended and Restated Certificate of Incorporation of Veritone, Inc., as filed with the Secretary of State of the State of Delaware on August 15, 2016.

(f) "Common Stock" means the Common Stock, par value $0.001 per share, of the Borrower.

(g) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract or otherwise, and "Controlled" and "Controls" have the correlative meanings.

(h) "Conversion Price" means:

(i) with respect to the First Tranche Loan, (i) if a Next Equity Financing has been completed by the Borrower prior to the Maturity Date, the lower of (x) $8.2394 (or, if in connection with a conversion of the entire Convertible Amount (as defined below), $8.1653) and (y) the price per Conversion Share in such Next Equity Financing, or (ii) if a Next Equity Financing has not been completed by the Borrower prior to the Maturity Date, $4.85; and

(ii) with respect to the Second Tranche Loan, (i) if a Next Equity Financing has been completed by the Borrower prior to the Maturity Date, the price per Conversion Share in such Next Equity Financing, or (ii) if a Next Equity Financing has not been completed by the Borrower prior to the Maturity Date, $4.85.

(i) "Conversion Shares" means, for purposes of determining the type of Equity Securities issuable upon conversion of this Secured Promissory Note, either (i) if a Next Equity Financing has been completed by the Borrower prior to the Maturity Date, shares of the Equity Securities issued in such Next Equity Financing, or (ii) if a Next Equity Financing has not been completed by the Borrower prior to the Maturity Date, shares of Series B Preferred (as defined in the Certificate of Incorporation).

(j) "Equity Securities" means (I) the Common Stock; (II) any securities conferring the right to purchase Common Stock; or (III) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Common Stock. Notwithstanding the foregoing, the following will not be considered "Equity Securities": (i) any security granted, issued or sold by the Borrower to any director, officer, employee, consultant or adviser of the Borrower for the primary purpose of soliciting or retaining their services; (ii) any security granted, issued or sold by the Borrower in a financing transaction with a strategic investor or in a strategic acquisition; (iii) any convertible promissory notes issued by the Borrower; or (iv) any warrants issued by the Borrower to the Lender.

(k) "Existing Voting Agreement" means that certain Voting Agreement, dated as of July 15, 2014, by and among the Company and certain of its stockholders, as amended.

(l) "First Tranche Warrant A" means that certain common stock purchase warrant in respect of an initial Warrant Amount (as defined therein) of $700,000, dated as of the date of this Secured Promissory Note and issued by the Borrower to the Lender, relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act.

(m) "Investment Agreement" means that certain Investment Agreement, dated as of the date of this Secured Promissory Note, between the Borrower and the Lender.

(n) "Investor Rights Agreement" means that certain Investor Rights Agreement, dated as of July 15, 2014, by and among the Company and certain of its stockholders, as amended.

(o) "IRA Amendment" means that certain Amendment No. 1 to the Investor Rights Agreement, dated as of the date hereof, by and among the Company and certain of its stockholders.

(p) "Next Equity Financing" means the sale (or series of related sales) by the Borrower of Equity Securities in one or more bona fide offerings to third parties relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act, which sale or series of related sales yields aggregate gross proceeds to the Borrower of not less than Ten Million Dollars ($10,000,000), excluding, for the avoidance of doubt, the Convertible Amount (except to the extent such Convertible Amount is utilized in respect of the Lender's entitlement, if applicable, to participate in a Next Equity Financing pursuant to Section 6(b)(i) hereof) and any proceeds from the exercise of warrants issued by the Borrower to the Lender.

(q) "Person" means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company or other entity.

(r) "Primary Warrant" means that certain primary common stock purchase warrant in respect of shares of Common Stock, dated as of the date of this Secured Promissory Note and issued by the Borrower to the Lender, relying on Section 4(a)(2) of the Securities Act or Regulation D thereunder for exemption from the registration requirements of Section 5 of the Securities Act.

(s) "Public Offering" means (a) an initial public offering of the Company's Common Stock pursuant to a Registration Statement; (b) an offering of the Common Stock, relying on Regulation A under the Securities Act for exemption from the registration requirements of Section 5 thereof (a "**Regulation A Offering**"); (c) a distribution of equity securities of the Company or its successor in connection with a Registration Statement; or

(d) the issuance of equity securities in exchange for the Company's equity securities in connection with the Company's merger or reverse merger with another corporation, company, partnership, limited partnership, limited liability company or any other entity, provided that, in the case of clauses (a)-(d), such offering, distribution or issuance results in the Common Stock or equity securities, as the case may be, being held by at least three hundred (300) round lot stockholders and the Common Stock or equity securities, as the case may be, shall be approved for listing or quotation on a national securities exchange or quotation service in the United States, and provided further that, in the case of clauses (a) and (b), such offering, distribution or issuance results in gross proceeds to the Company of at least Fifteen Million Dollars ($15,000,000).

(t) "Registration Statement" means an offering circular or registration statement on Form S-1, Form 1-A, Form S-4, or another applicable form of offering circular or registration statement approved by the Securities and Exchange Commission for the nature of the Public Offering undertaken by the Company.

(u) "Regulation A Offering" has the meaning set forth in the definition of "Public Offering".

(v) "Securities Act" means the Securities Act of 1933, as amended.

(w) "Security Agreement" means that certain Security Agreement, dated as of the date of this Secured Promissory Note, by and between the Borrower and the Lender.

(x) "Subsidiary" means, with respect to any Person, a corporation, partnership, association, limited liability company, trust or other form of legal entity in which such Person, a Subsidiary of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, has either (i) a majority ownership in (A) the equity or (B) the interest in the capital or profits thereof, (ii) the power to elect, or to direct the election of, a majority of the board of directors or other analogous governing body of such entity, or (iii) the title or function of general partner or manager, or the right to designate the Person having such title or function.

(y) "Transaction Agreements" means this Secured Promissory Note, the Security Agreement, the Investment Agreement, the First Tranche Warrant A, the First Tranche Warrant B, the Second Tranche Warrant, the Primary Warrant, the 10% Warrant, and the Voting Agreement.

(z) "Uncured Material Breach" means a material breach by the Lender or the Borrower of any Transaction Agreement, which, if curable, the Lender or the Borrower, as applicable, has failed to cure within (i) thirty (30) days after receipt of a written notice from the other party that specifies, in

reasonable detail, the nature of the material breach of the applicable Transaction Agreement or (ii) such lesser period following receipt of such notice that remains before a date on which such Uncured Material Breach is relevant to the rights and obligations of the parties hereunder.

(aa) "Voting Agreement" means that certain Voting Agreement, dated as of the date hereof, by and between the Borrower, the Lender and the other parties thereto.

5. Warrants. As consideration for the extension of this Loan by the Lender to the Borrower:

(a) Concurrently with the execution and delivery of the Investment Agreement, the issuance of this Secured Promissory Note and the funding of the First Tranche Loan, the Borrower has issued to the Lender the First Tranche Warrant A and the Primary Warrant.

(b) If (i) the Lender extends and funds the Second Tranche Loan, if elected by the Borrower, such that the Maturity Date of this Secured Promissory Note is extended pursuant to Section 8(b) of this Secured Promissory Note, and (ii) the Lender is not then in Uncured Material Breach under any Transaction Agreement, the Borrower will issue to the Lender one common stock purchase warrant in respect of an initial Warrant Amount (as defined therein) of $700,000 (the "First Tranche Warrant B") and another common stock purchase warrant in respect of an initial Warrant Amount (as defined therein) of $700,000 (the "Second Tranche Warrant"), each substantially in the form of Exhibit B attached hereto.

6. Conversion; Transfer Restrictions.

(a) Conversion. The outstanding principal balance and any accrued but unpaid interest thereon under this Secured Promissory Note (the "Convertible Amount") will be convertible, in whole or in part, at the election of the Lender in its sole discretion into Conversion Shares provided, that in the event the Borrower completes a Next Equity Financing before the Maturity Date, the Lender may convert the Convertible Amount into Conversion Shares only on the date of closing of such Next Equity Financing (the "Next Equity Financing Closing Date"); and provided, further, that in the event the Borrower does not complete a Next Equity Financing prior to the Maturity Date, the Lender may convert the Convertible Amount into Conversion Shares only on the Maturity Date. The Borrower will provide the Lender with written notice of any Next Equity Financing, and the Lender will be required to provide written notice of its election to convert on the Next Equity Financing Closing Date within ten (10) Business Days of its receipt of such written notice from the Borrower. In the event that a Next Equity Financing is not completed before the Maturity Date and the Lender wishes to convert the Convertible Amount into Conversion Shares, the Lender will provide the Borrower with written notice of such election not less than ten (10) Business Days prior to the Maturity Date.

(i) The number of Conversion Shares issuable to the Lender upon conversion of the Convertible Amount, whether pursuant to Section 6(a), 6(b)(i) or 6(b)(ii), will equal the sum of (A) the quotient resulting from dividing (x) the Convertible Amount in respect of the First Tranche Loan by (y) the applicable Conversion Price and (B) the quotient resulting from dividing (x) the Convertible Amount in respect of the Second Tranche Loan by (y) the applicable Conversion Price. In any event of conversion, no fractional shares of Conversion Shares will be issuable in respect of the Convertible Amount, and the Borrower will instead pay the Lender cash in lieu of any fractional shares based upon the applicable Conversion Price pursuant to Section 6(c).

(ii) If there is at any time an Uncured Material Breach of any Transaction Agreement on the part of the Lender, any conversion of the Convertible Amount (including pursuant to Section 6(b)(i)), whether in whole or in part, will be at the election of the Borrower in its sole discretion, and not at the election of the Lender, except as otherwise provided in Section 6(b)(ii).

(b) Participation in Next Equity Financing; Public Offering

(i) If (x) a Next Equity Financing is completed by the Borrower prior to the Maturity Date, and (y) the Lender was not in Uncured Material Breach of any Transaction Agreement at any time at or prior to the consummation of such Next Equity Financing, the Lender will have the option (but not the obligation) to participate in such Next Equity Financing for up to twenty-five percent (25%) of the total amount of such Next Equity Financing (the "Participation Cap"), including, if the Lender is entitled to convert the Convertible Amount, by electing by written notice to the Borrower delivered within ten (10) Business Days of the Lender's receipt of written notice of such Next Equity Financing from the Borrower, in the Lender's sole discretion, to convert all or any portion of the Convertible Amount into Conversion Shares on Next Equity Financing Closing Date (with the aggregate amount (if any) of principal and accrued but unpaid interest under the First Tranche Loan and/or the Second Tranche Loan, as applicable, that the Lender is electing to convert into Conversion Shares specified in such written election notice as the "Elected Conversion Amount"); provided, further, that if the percentage of such Next Equity Financing represented by the Elected Conversion Amount (the "Elected Conversion Percentage") is greater than the Percentage Cap, the Elected Conversion Percentage will be the Percentage

Cap; and, provided, further, that, to the extent the Lender desires to participate in such Next Equity Financing through conversion of the Convertible Amount, the Borrower will reserve the applicable number of Conversion Shares for issuance, so that such conversion may take place at the Next Equity Financing Closing Date. Such written notice from the Lender will also include, if applicable, the portion of the Next Equity Financing to which the Lender is committed to acquire in addition to the Elected Conversion Amount, and such written notice will, upon delivery to the Borrower, constitute the irrevocable obligation of the Lender to participate in such Next Equity Financing for all amounts to be invested (including the Elected Conversion Amount) specified therein. The Borrower shall deliver a written notice of any Next Equity Financing to the Lender not later than ten (10) Business Days prior to the anticipated Next Equity Financing Closing Date.

(ii) Notwithstanding anything to the contrary herein, the Convertible Amount will automatically convert, immediately prior to or immediately after the consummation of a Public Offering (as elected by the Company in its sole discretion) into that number of shares of Common Stock determined by dividing the Convertible Amount by the lesser of (i) $8.1653, or (ii) the Public Offering per share price.

(c) Repayment of Remaining Amount. On the Maturity Date, the Borrower will pay the Lender any principal and accrued but unpaid interest remaining under this Secured Promissory Note following conversion of the Convertible Amount and, as contemplated by Section 6(a)(i), amounts due in cash in lieu of fractional shares.

(d) "Market Stand-Off" Agreement.

(i) IPO. The Lender (which will include Affiliates of the Lender for purposes of this Section 6(d)(i)) hereby agrees that it will not, without the prior written consent of the managing underwriter(s), during the period commencing on the date of the final prospectus relating to the Borrower's first underwritten Public Offering (the "IPO") of its Common Stock under the Securities Act, and ending on the date specified by the Borrower and the managing underwriter(s) (such period not to exceed one hundred eighty (180) days, or such other period as may be requested by the Borrower or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions) (the "Lock-Up Period"): (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of,

directly or indirectly, any shares of the Common Stock, or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Lender or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. Notwithstanding anything herein to the contrary (including, for the avoidance of doubt, Section 12), the underwriters in connection with the IPO are intended third-party beneficiaries of this Section 6(d)(i) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Lender further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with this Section 6(d)(i) or that are necessary to give further effect thereto.

(ii) Regulation A Offering. The Lender (which will include Affiliates of the Lender for purposes of this Section 6(d)(ii)) hereby agrees that it will not, without the prior written consent of the Borrower or, in the case of an underwritten offering, without the prior written consent of the managing underwriters(s), during the period commencing on the date of the offering statement relating to the Borrower's Regulation A Offering, and ending on the date specified by the Borrower (such period not to exceed one hundred eighty (180) days): (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of the Common Stock, or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Lender or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The Lender further agrees to execute such agreements as may be reasonably requested by the Borrower in connection with the Regulation A Offering that are consistent with this Section 6(d)(ii) or that are necessary to give further effect thereto, so long as the terms and conditions of such agreements are consistent in all material respects with the terms and conditions of any agreements requested to be executed by other significant stockholders of the Company in connection with such Regulation A Offering.

(iii) The provisions set forth in Sections 6(d)(i) and 6(d)(ii), mutatis mutandis, will apply, and be binding upon the Lender, in the case of any other form of Public Offering consummated by the Borrower in accordance with the terms of the Investment Agreement.

(e) Transfer Restrictions. In order to enforce the covenants in Section 6(d), the Borrower may impose stop transfer instructions with respect to the Lender's securities of the Borrower (including the shares of the Borrower's capital stock issuable upon conversion thereof, but excluding this Secured Promissory Note, the "Securities") and this Secured Promissory Note until the end of the Lock-Up Period or the 180-day period specified in Section 6(d)(ii), as applicable. The Lender agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Securities and this Secured Promissory Note:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF ARE SUBJECT TO LOCK-UP PERIODS BEGINNING ON THE EFFECTIVE DATE OF THE ISSUER'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR IN CONNECTION WITH THE ISSUER'S REGULATION A OFFERING, IN EACH CASE AS SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(f) Further Limitations on Disposition. The Lender agrees not to make any disposition of all or any portion of the Securities unless and until (i) the transferee has agreed in writing for the benefit of the Borrower to make such representations and warranties as are reasonable and customary in a private placement of securities and the undertakings set out in Section 6(d) and (ii) the Lender has (A) notified the Borrower of the proposed disposition, (B) furnished the Borrower with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if requested by the Borrower, furnished the Borrower with an opinion of counsel reasonably satisfactory to the Borrower that such disposition will not require registration under the Securities Act. The Lender agrees not to make any disposition of any of the Securities to (I) any of the Borrower's competitors, as determined in good faith by the Borrower, or (II) without the prior consent of the Board of Directors of the Borrower (not to be unreasonably withheld), any Person or group of Persons who has filed a

Schedule 13D or would, as a result of acquiring any Securities from the Lender, be required to file under Schedule 13D. Any disposition of any Securities in violation of the terms and conditions of this Secured Promissory Note, including the immediately preceding sentence of this Section 6(f), will be null and void ab initio.

(g) Legends. The Lender understands and acknowledges that the Securities may bear the following legend:

THIS SECURITY AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE ISSUER OF AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE ACT.

(h) Terms of Next Equity Financing. In the event that this Secured Promissory Note is converted into Conversion Shares in accordance with Section 6(b) hereof and the Equity Securities issued in the relevant Next Equity Financing are subject to different or additional terms and conditions than the terms and conditions of Sections 6(d)-(h) hereof, the Conversion Shares issued upon such conversion will be subject to the same terms and conditions as are applicable to the Equity Securities issued in the Next Equity Financing.

7. Lender Costs. The Borrower will promptly pay the Lender, on demand, for any and all costs and expenses incurred by the Lender in connection with the enforcement of this Secured Promissory Note ("Lender Costs"), including reasonable attorneys' fees and expenses.

8. Loan Payments; Maturity; Acquisition of Borrower; Next Equity Financing.

(a) [Intentionally omitted.]

(b) Maturity. The Loan will mature, and all amounts owed hereunder will become due and payable in full, on the twelve (12)-month anniversary of the date of issuance of this Secured Promissory Note (the "Maturity Date"), provided, that, if the Borrower delivers a Draw Notice in accordance with Section 1(a), Loan, the Maturity Date will automatically be extended until the twelve (12) month-anniversary of the date of such delivery. Each payment made in respect of the Loan, regardless of whether such payment is a payment on the Maturity Date or otherwise, will be applied in the following order of priority:

(i) first, against Lender Costs then outstanding, until all such Lender Costs have been paid in full;

(ii) second, against accrued and unpaid interest on the First Tranche Loan, until all such accrued and unpaid interest has been paid in full;

(iii) third, against accrued and unpaid interest on the Second Tranche Loan, until all such accrued and unpaid interest has been paid in full;

(iv) fourth, against the then outstanding principal of the First Tranche Loan, until all such outstanding principal has been paid in full; and

(v) last, against the then outstanding principal of the Second Tranche Loan, until all such outstanding principal has been paid in full.

(c) Acquisition of Borrower. Notwithstanding anything to the contrary in this Secured Promissory Note, all obligations of the Borrower hereunder will (to the extent not already due and payable) immediately and automatically become due and payable in full prior to the Maturity Date upon the consummation of any transaction, or a series of related transactions, in which the Borrower, directly or indirectly, (A) consummates a stock sale to, or effects any merger, consolidation or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (A), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Borrower, or (B) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets. For purposes of this Section 8(c), "outstanding shares of capital stock of the Borrower" means, as of a given date, the sum of the number of shares of capital stock of the Borrower (excluding treasury shares, if any) outstanding.

(d) Payments. All payments in respect of the Loan will be made by wire transfer of immediate funds to a bank account designated by the Lender in writing for such purpose.

9. Events of Default. It will constitute an "Event of Default" if any one or more of the following will occur for any reason:

(a) the Borrower fails to pay any amount required to be paid hereunder in full when due, and such failure continues for five (5) Business Days after the Lender's written notice to the Borrower;

(b) the Borrower breaches, in any material respect, any of the provisions of this Secured Promissory Note or fails to perform timely, in any material respect, its obligations hereunder (other than the obligation to pay all amounts required to be paid hereunder in full when due, which shall be subject to Section 9(a) hereof), and such failure continues for thirty (30) days after the Lender's written notice to the Borrower;

(c) [Intentionally omitted.]

(d) any of the Certificate of Incorporation, the Existing Voting Agreement or the Investor Rights Agreement is amended prior to the consummation of a Public Offering such that the amendments effected by the Charter Amendment, the Voting Agreement Amendment or the IRA Amendment, as applicable, are no longer in effect other than in connection with a Public Offering or a Next Equity Financing;

(e) the Borrower makes an assignment for the benefit of its creditors or commences any proceeding, under any bankruptcy, reorganization, moratorium or insolvency law or any other law for the relief of, or relating to, debtors now or hereafter in effect, (i) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (ii) seeking appointment of a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) to take possession, custody or control of any asset or property of the Borrower; or

(f) there is commenced against the Borrower any proceeding of a nature referred to in clause (i) or (ii) of Section 9(e) above, which results in the entry of an order for relief or any such adjudication or appointment, and such order is not dismissed, vacated or reversed within ninety (90) days after its entry.

For so long as an Event of Default has occurred and is continuing, the Lender may declare, by written notice to the Borrower, the Loan to be in default (a "Loan Default"), and upon such a declaration of a Loan Default, (x) all the obligations of the Borrower hereunder will (to the extent not already due and payable) immediately and automatically become due and payable in full and (y) the Lender will be entitled to exercise at any time, and from time to time, in its sole discretion, any and all rights and remedies available to the Lender under applicable law.

10. Cumulative Remedies. No delay or omission of the Lender under this Secured Promissory Note or otherwise in respect of the Loan will exhaust or impair any right or power of the Lender hereunder or prevent the exercise of any right or power of the Lender hereunder during the continuance of any other Event of Default or Loan Default. No waiver by the Lender of any Event of Default or Loan Default, whether such waiver be full or partial, will extend to or affect any subsequent Event of Default or Loan Default, or impair the rights resulting therefrom, except as may otherwise be provided herein. The remedies provided in this Secured Promissory Note are cumulative and are not exclusive of any remedies provided by applicable law. No forbearance on the part of the Lender, and no extension of time for the payment of the whole or any portion of the Borrower's obligations hereunder or any other indulgence given by the Lender to the Borrower, will operate to release or in any manner affect the liability of the Borrower to pay its obligations hereunder.

11. Certain Waivers. Except as may otherwise be provided in this Secured Promissory Note, the Borrower waives notice (including notice of protest, notice of dishonor, notice of intent to accelerate and notice of acceleration), demand, presentment for payment, protest, diligence in collection and bringing suit, and the filing of suit for the purpose of fixing liability, in each case to the fullest extent permitted by applicable law, in respect of this Secured Promissory Note.

12. Third-Party Rights; Assignment. This Secured Promissory Note will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Borrower nor the Lender will assign any of its rights or obligations under this Secured Promissory Note without the prior written consent of the other party (such consent not to be unreasonably withheld), and any purported assignment without such consent will be void; provided, that the Lender may assign its rights and obligations under this Secured Promissory Note without the written consent of the Borrower to any Affiliate of Acacia Research Corporation ("Acacia") (i) which is Controlled by Acacia and (ii) at least a majority of the equity securities of which Acacia owns, directly or indirectly, and any such transferee may transfer this Secured Promissory Note only to an Affiliate of Acacia (I) which is Controlled by Acacia and (II) at least a majority of the equity securities of which Acacia owns, directly or indirectly, in each case so long as Acacia remains primarily responsible therefor; provided, further, that the Borrower may assign its rights and obligations under this Secured Promissory Note without the written consent of the Lender to any purchaser of all or substantially all of Borrower's assets or capital stock, so long as Veritone, Inc. remains primarily responsible therefor.2

13. Governing Law. This Secured Promissory Note will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Laws of the State of Delaware will control the interpretation and construction of this Secured Promissory Note, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

14. Jurisdiction; Service of Process. Any action with respect to this Secured Promissory Note or the Loan will be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). The Borrower and the Lender each hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such action, (a) any claim that is not personally subject to the jurisdiction of the above named courts for any reason other than the failure of service, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the

fullest extent permitted by applicable law, any claim that (i) the action in such court is brought in an inconvenient forum, (ii) the venue of such action is improper or (iii) this Secured Promissory Note, or the Loan, may not be enforced in or by such courts.

15. Severability; Obligations Absolute. If any provision of this Secured Promissory Note is held to be invalid or unenforceable, such invalidity or unenforceability will not invalidate this Secured Promissory Note as a whole, but this Secured Promissory Note will be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable, and the rights and obligations of the parties hereto hereunder will be construed and enforced only to such extent as will be permitted by applicable law. Notwithstanding the foregoing, the obligations of the Borrower hereunder will be absolute, unconditional and irrevocable, and will be performed strictly in accordance with the terms hereof, under all circumstances whatsoever, including the following circumstances: (a) any lack of validity or enforceability of this Secured Promissory Note; (b) any amendment or waiver of, or any consent to or departure from, this Secured Promissory Note; and (c) the existence of any claim, defense or other right which the Borrower may have at any time against the Lender or any other person or entity, whether in connection with this Secured Promissory Note, the Loan or otherwise. The Borrower understands and agrees that no payment by the Borrower under any other agreement, arrangement or document (whether voluntary or otherwise) will constitute a defense to its obligations hereunder.

16. Amendment. This Secured Promissory Note will not be amended or modified, in each case, except by a written agreement signed by the Borrower and the Lender.

17. Notices. Any notice, consent, payment, demand, or communication required or permitted to be given by any provision of this Secured Promissory Note will be in writing and will be (a) delivered personally to the applicable person or entity (or to an officer of such entity) to whom the same is directed, or b) sent by recognized overnight courier service or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i) if to the Borrower, then to:

Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
Attention: John M. Markovich, Chief Financial Officer
Facsimile: (949) 209-0365

with a copy (which will not constitute notice) to:

Munger, Tolles & Olson LLP
355 S. Grand Avenue, 35th Floor
Los Angeles, California
Attention: Mary Ann Todd, Esq.
Katherine H. Ku, Esq.
Facsimile: (213) 687-3702

with a copy (which will not constitute notice) to:

Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Attention: Ellen S. Bancroft, Esq.
Facsimile: 714-830-0700

(ii) if to the Lender, then to:

Acacia Research Corporation
520 Newport Center Drive, 12th Floor
Newport Beach, CA 92660
Attention: Edward J. Treska, General Counsel
Facsimile: 949-480-8391

with a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attention: Dennis J. Block
Facsimile: 212-805-5555

with a copy (which will not constitute notice) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Mark L. Skaist
Facsimile: 949-725-4100

Any such notice will be deemed to be delivered, given and received for all purposes as of (x) the date so delivered, if delivered personally, (y) upon receipt, if sent by courier service, or (z) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed.

18. Further Assurances. The Borrower and the Lender will execute and deliver such additional documents and instruments, and perform such additional acts, in each case, as the other party may reasonably request to effectuate, carry out and perform the provisions and intent of this Secured Promissory Note.

19. Specific Performance. The Borrower and Lender agree that irreparable damage would occur in the event of a breach of this Secured Promissory Note, including a failure to extend and fund the Second Tranche Loan hereunder, and that each of them shall be entitled to specific performance in the event of a breach by the other, in addition to any other remedy at law or in equity. Each of Borrower and Lender hereby waives, in any action by the other for specific performance, the defense of adequacy of a remedy at law and the posting of any bond or other security in connection therewith.

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IN WITNESS WHEREOF, the Borrower has executed this Secured Promissory Note in favor of the Lender as of the date first written above.

VERITONE, INC.,
a Delaware corporation

By: _____

AGREED AND ACCEPTED BY THE LENDER:

ACACIA RESEARCH CORPORATION

By: _____

EXHIBIT A

RECORD

See attached.

Date	Principal Amount of Loan Made	Notation Made By
August 15, 2016	$10,000,000.00	Edward J. Treska

EXHIBIT B

FORM OF FIRST TRANCHE WARRANT B AND SECOND TRANCHE WARRANT

See attached.

Exhibit 10.11

EXECUTION VERSION

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH MUST BE REASONABLY ACCEPTABLE TO THE COMPANY.

PRIMARY COMMON STOCK PURCHASE WARRANT

VERITONE, INC.

Warrant Amount Date of Issuance: August 15, 2016

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, Veritone, Inc., a Delaware corporation (the "Company"), hereby grants to Acacia Research Corporation, a Delaware Corporation (the "Holder"), subject to the terms and conditions set forth herein, the right to purchase up to a number of shares of common stock, par value $0.001 per share, of the Company (the "Common Stock") equal to the quotient that results from dividing the Warrant Amount by the then applicable Exercise Price (as defined in Section 3(b)) (the "Warrant Shares"). The "Warrant Amount" means Fifty Million Dollars ($50,000,000) less all Convertible Amount(s) (i) then outstanding under the Secured Promissory Note (as defined below), (ii) repaid by the Company at any time following a Next Equity Financing, or (iii) previously converted into Conversion Shares as of the time of any Exercise, as adjusted from to time to time pursuant to the terms and conditions hereof. At the time of any exercise of this Warrant in accordance with Section 3(a) (each, an "Exercise"), the purchase price of one (1) share of Common Stock under this Warrant shall be equal to the then applicable Exercise Price.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in (i) that certain Investment Agreement, dated as of the date hereof (the "Investment Agreement"), by and between Acacia Research Corporation ("Acacia") and the Company, or (ii) that certain secured promissory note (the "Secured Promissory Note"), dated as of the date hereof, by and between Acacia and the Company, as the case may be.

Section 2. Term. The Holder is entitled, at any time on or after the date hereof and at or prior to the close of business on the fifth anniversary of the date hereof (the "Termination Date") but not thereafter, to subscribe for and purchase all or any portion of the Warrant Shares from the Company, upon the terms and subject to the conditions set forth herein; provided, that, Holder may not Exercise (as defined below) this Warrant for Warrant Shares until the earlier of (i) the date that is twelve (12) months from the date hereof and (ii) the date of consummation of a

Public Offering. Notwithstanding the foregoing, if the Company consummates a Public Offering and at any time prior to the Termination Date the closing price of the Common Stock on the applicable Public Trading Market is equal to or greater than the then applicable Exercise Price (the "Put Floor"), the Company will be entitled to elect, by written notice to the Holder delivered within one Business Day of such Put Floor being satisfied (the "Put Notice"), that the Holder Exercise this Warrant and purchase all remaining Warrant Shares for the then applicable Exercise Price (the "Company Put Right"), and the Holder hereby agrees to undertake and complete such Exercise and purchase all remaining Warrant Shares within fifteen (15) Business Days of delivery of such Put Notice by the Company; provided, however, that, notwithstanding the foregoing, if (i) a Company Material Adverse Effect has occurred and is continuing as of the date on which the Holder receives such Put Notice from the Company, (ii) any of the conditions to the obligations of Acacia set forth in Section 6.1 of the Investment Agreement has not been satisfied, or (iii) the Company is otherwise in Uncured Material Breach (as defined in the Secured Promissory Note) of any of the Transaction Agreements, in each case, then the Holder shall not be obligated to Exercise this Warrant for Warrant Shares pursuant to the Company Put Right. Notwithstanding anything to the contrary herein, upon an Uncured Material Breach of any of the Transaction Agreements by Acacia or the Holder, this Warrant will be, at the Company's written election, null and void *ab initio.*

Section 3. Exercise.

a) Exercise of the purchase rights represented by this Warrant may be made in whole or in part, at any time or times on or after the date hereof and on or before the Termination Date, by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (a "Notice of Exercise"); provided, that, Holder may not Exercise this Warrant for Warrant Shares until the earlier of (i) the date that is twelve (12) months from the date hereof and (ii) the date of consummation of a Public Offering; and provided, further, that upon an exercise by the Company of the Company Put Right that satisfies the conditions set forth in Section 2 above, the Holder hereby agrees to Exercise this Warrant and purchase all remaining Warrant Shares for the then applicable Exercise Price in the manner set forth in Section 2 above. Within three (3) Business Days following the date of a Notice of Exercise, or within fifteen (15) Business Days of the delivery of a Put Notice by the Company, as the case may be, the Holder shall deliver to the Company (i) the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise or Company Put Notice, by wire transfer or cashier's check drawn on a United States bank, and (ii) this Warrant and/or any certificate or certificates representing this Warrant. Partial Exercises of this Warrant resulting in purchases of a portion of the Warrant Amount available at the time of such Exercise shall have the effect of lowering the Warrant Amount by such portion. The Holder and the Company shall maintain records showing the portions of the Warrant Amount purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be (i) if this Warrant is exercised in full, either (1) $8.1653 if the entire Convertible Amount from inception of the Secured Promissory Note has not been

converted in full into Conversion Shares or (2) $7.9817 if the entire Convertible Amount from inception of the Secured Promissory Note has been converted in full into Conversion Shares or (ii) if this Warrant is not exercised in full, either (1) $8.1653 if the entire Convertible Amount from inception of the Secured Promissory Note has been converted in full into Conversion Shares or (2) $8.2394 if the entire Convertible Amount from inception of the Secured Promissory Note has not been converted in full into Conversion Shares, in each case as determined at the time of delivery of the applicable Notice of Exercise or Put Notice and subject to adjustment as provided in Section 4 (the "Exercise Price").

c) [Intentionally omitted.]

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. (a) Subject to the receipt (I) by the Company of a completed Notice of Exercise, the aggregate Exercise Price in cash in accordance with Section 3(b), any supporting documents (including, without limitation, a stockholder representation letter) reasonably requested by the Company from the Holder in the event the transfer agent for the company, if any (the "Transfer Agent"), requires a letter of instruction or legal opinion to complete conversion, in whole or in part, of the Warrant and movement of any Warrant Shares, and the Warrant and/or any certificate or certificates representing this Warrant, and (II) by the Company or the Transfer Agent of any documents or paperwork required or requested by the Transfer Agent in connection with the exercise of the Warrant (including, without limitation, an instruction letter or letters prepared, executed and medallion-guaranteed by the Holder's brokers and/or custodians) and (b) assuming the Company has not objected to the Notice of Exercise in accordance with Section 3(a), evidence of the Warrant Shares purchased hereunder shall be transmitted by the Company or the Transfer Agent, as applicable, to the Holder by (x) by book-entry in the books and records of the Company, or (y) otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise, in the case of each of clause (x) and (y) of this sentence, by the date that is three (3) Business Days after the delivery of the last of the items and payment of the aggregate Exercise Price set forth above described in clause (a) of this sentence (such date, the "Warrant Share Delivery Date"). Such Warrant Shares shall be deemed to have been issued, and Holder or any other person designated as the recipient thereof in the Notice of Exercise shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the then applicable Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 3(d)(vi) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the evidence representing the issued Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Amount called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant and, if such Warrants are certificated, a new certificate or certificates representing the new Warrant.

iii. [Intentionally omitted.]

iv. [Intentionally omitted.]

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the then applicable Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder (in accordance with and subject to the provisions of Section 5), this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 4. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company (x) upon exercise of this Warrant or (y) pursuant to a stock option plan or any similar employee compensation plan that is approved by the Company's board of directors), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each such case, at the time of any Exercise, the then applicable Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the then applicable Warrant Amount shall remain unchanged. Any adjustment made pursuant to this Section 4(a) shall become effective immediately after the effective date or payment date, as applicable, of such dividend, distribution, subdivision, or combination.

b) [Intentionally omitted.]

c) [Intentionally omitted.]

d) Fundamental Transaction. If a Fundamental Transaction occurs at any time while this Warrant is outstanding, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the consummation of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

For purposes hereof, "Fundamental Transaction" means the consummation of any transaction, or a series of related transactions, in which the Company, directly or indirectly, (i) consummates a stock sale to, or effects any merger, consolidation or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (i), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Company, (ii) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets or (iii) effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, provided that in no event shall a Public Offering be deemed a Fundamental Transaction.

e) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock or capital stock of the Company, as applicable, deemed to be outstanding as of a given date shall be the sum of the number of shares of Common Stock or, for purposes of the definition of "Fundamental Transaction", capital stock of the Company (excluding treasury shares, if any) outstanding.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever there occurs an event that would require adjustment of the Exercise Price pursuant to any provision of this

Section 4, the Company shall promptly mail to the Holder a notice setting forth the then applicable Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares then issuable and setting forth a brief statement of the facts requiring such adjustment. For purposes hereof, a notice delivered within ten (10) calendar days of an event resulting in an adjustment shall be deemed to have been timely delivered.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered to the Holder at its last address or facsimile number as it shall appear upon the Warrant Register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivering thereof shall not affect the validity of the corporate action required to be specified in such notice. If the Company is subject to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, at the time of any notice provided hereunder, to the extent that such notice constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to Exercise this Warrant (and the Company, if entitled to elect Exercise by the Holder, shall remain so entitled) during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 5. Transfer of Warrant.

a) Transferability. The Holder shall not, in whole or in part, directly or indirectly, transfer, assign, sell, gift-over, hedge, pledge, hypothecate or otherwise dispose of this Warrant and all rights hereunder, or, prior to the Company's first Public Offering, the Warrant

Shares (a "Transfer"), unless (i) the Holder shall have received the prior written consent of the Company (such consent not to be unreasonably withheld) or (ii) the transferee is an Affiliate of Acacia (i) which is Controlled by Acacia and (ii) at least a majority of the equity securities of which Acacia owns, directly or indirectly. The Holder further agrees not to make any disposition of all or any portion of the Warrant Shares unless and until (i) the transferee has agreed in writing for the benefit of the Company to make such representations and warranties as are reasonable and customary in a private placement of securities and the undertakings set out in Section 6(d) of the Secured Promissory Note, mutatis mutandis, and (ii) the Holder has (A) notified the Company of the proposed disposition, (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act. The Holder agrees not to make any disposition of any of the Warrant Shares to (I) any of the Company's competitors, as determined in good faith by the Company, or (II) without the prior consent of the board of directors of the Company (not to be unreasonably withheld), any Person or group of Persons who has filed a Schedule 13D or would, as a result of acquiring any Warrant Shares from the Holder, be required to file under Schedule 13D. Any Transfer of this Warrant or any Warrant Shares in violation of the terms and conditions of this Warrant, including the immediately preceding provisions of this Section 5(a), will be null and void *ab initio*. Subject to compliance with applicable federal and state security laws, any Transfer permitted under thisSection 5(a) shall occur upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. In connection with any such Transfer (if made other than pursuant to an effective registration statement under the Securities Act), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such Transfer does not require registration of such transferred securities under the Securities Act. Upon (i) such surrender, (ii) if required, such payment, and (iii) if required, such opinion, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 5(a), as to any Transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 6. Representations and Warranties of the Holder

a) Purchase for Own Account. This Warrant and the Warrant Shares will be acquired for investment for the Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Securities Act and the Holder has no present intention, and upon exercise or conversion will have no intention, of selling or engaging in any public distribution of the same except pursuant to a registration or exemption. The Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Warrant Shares.

b) Disclosure of Information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and the Warrant Shares. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and the Warrant Shares and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

c) Investment Experience. The Holder understands that the purchase of this Warrant and the Warrant Shares involves substantial risk. The Holder acknowledges that the Holder can bear the economic risk of such Holder's investment in this Warrant and the Warrant Shares and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and the Warrant Shares.

d) Accredited Investor Status. The Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

e) The Securities Act. The Holder understands that this Warrant and the Warrant Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. The Holder understands that this Warrant and the Warrant Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. The Holder further understands that settlement of this Warrant is to be made in shares of Common Stock and, for the elimination of doubt, the fact that the shares of Common Stock delivered on exercise of this Warrant will not be registered under the Securities Act (as defined below) will not in any way require the Company to

settle this Warrant otherwise than in shares of Common Stock, including, without limitation, that there is no circumstance that would require the Company to settle this Warrant in cash.

Section 7. Covenants.

a) 10% Warrant. As soon as reasonably practicable following effectuation of the Exercise of this Warrant for the entire Warrant Amount, whether in a single Exercise or a series of partial Exercises (including the Company's receipt of the aggregate Exercise Price in respect of the entire Warrant Amount), the Company will issue to Acacia a common stock purchase warrant (the "10% Warrant") in respect of its Common Stock, substantially in the form attached hereto asExhibit A.

b) Voting Agreement. Contingent upon effectuation of the Exercise of this Warrant for the entire Warrant Amount, whether in a single Exercise or a series of partial Exercises (including the Company's receipt of the aggregate Exercise Price in respect of the entire Warrant Amount), the Voting Agreement, entered into as of the date hereof by and among the Company, Acacia and the principal stockholders of the Company party thereto (the "Voting Agreement"), will take effect as provided therein.

Section 8. Miscellaneous.

a) Legends. All certificates evidencing the Warrant Shares shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

b) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 3(d)(i).

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, the posting by the Holder of a bond in customary amount as the Company may reasonably require as indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Authorized Shares.

i. The Company covenants that, to the extent reasonably practicable, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Public Trading Market. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (A) not increase the par value of any Warrant Shares above the amount payable therefor upon exercise immediately prior to such exercise of which the Company has received a Notice of Exercise, (B) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (C) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, in each case pursuant to Section 4, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All disputes concerning the construction, validity, enforcement and interpretation of this Warrant shall be resolved in accordance with Section 14 of the Secured Promissory Note, mutatis mutandis.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered pursuant to an effective registration statement, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of any of the Transaction Agreements, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with Section 17 of the Secured Promissory Note, mutatis mutandis.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. Each of the Holder and the Company, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its respective rights under this Warrant, and each party agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws and compliance withSection 5(a), this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The Company may assign its rights and obligations under this Warrant without the written consent of any Holder or holder of Warrant Shares to any purchaser of all or substantially all of the Company's assets or capital stock or another acquirer of the Company or its business through a Fundamental Transaction. The provisions of this Warrant are intended to be for the benefit of any permitted Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant 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 provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Confidential Information. The Holder (which, for purposes of this Section 8(o) will include Acacia, even if a permitted assign thereof becomes the Holder) agrees to keep confidential and not disclose, divulge or use for any purpose (other than to monitor its investment in the Company or to enforce its rights under any of the Transaction Agreements) any information obtained from the Company or any of its Subsidiaries (including notice of the Company's intention to file a registration statement) that the Company believes to be confidential information, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 8(o) by the Holder, (ii) is or has been independently developed or conceived by the Holder or any of its Subsidiaries without use of the Company's confidential information or (iii) has been made known or disclosed to the Holder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided that the Holder may disclose confidential information (A) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company or to enforce its rights under any of the Transaction Agreements, (B) to any wholly owned Subsidiary of the Holder in the ordinary course of business; provided, that, with respect to the foregoing clauses (A) and (B), the Holder informs such Persons of the proprietary interest and nature of such confidential information and of the recipient's obligations, as applicable, to keep such information confidential, or (C) to the extent that disclosure of such confidential information is compelled by judicial or administrative process or by other requirements of applicable law, provided that, to the extent permitted by applicable law, the Holder promptly notifies the Company of any such request or requirement, discloses only that portion of the confidential information that its legal counsel advises in writing is required to be disclosed and reasonably cooperates with any efforts by the Company to obtain an appropriate protective order or confidential treatment of such confidential information that is or is proposed to be disclosed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Company:

VERITONE, INC.

By: /s/ John M. Markovich
Name: John M. Markovich
Title: Chief Financial Officer

Holder:

ACACIA RESEARCH CORPORATION

By: /s/ Clayton J. Hayes
Name: Clayton J. Hayes
Title: CFO

[Signature Page to Form of Warrant]

NOTICE OF EXERCISE

TO: **VERITONE, INC.**

(1) The undersigned hereby elects to exercise $_____ of the Warrant Amount for Warrant Shares of the Company pursuant to the terms of the attached Warrant, and tenders herewith payment of the aggregate exercise price in full in cash for such exercise, together with all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered (a) by book-entry in the books and records of the Company, or (b) by physical delivery of a certificate to the following address:

_____

_____

_____

Name of Investing Entity: **ACACIA RESEARCH CORPORATION**

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

VERITONE, INC.

FOR VALUE RECEIVED, [____] all of or [_____] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____ .

_____

Dated: _____ , _____

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT A

FORM OF 10% WARRANT

See attached.

FORM OF 10% WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH MUST BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

VERITONE, INC.

Warrant Shares: _____ Date of Issuance: _____, [20XX]

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, Veritone, Inc., a Delaware corporation (the "Company"), hereby grants to Acacia Research Corporation, a Delaware corporation (the "Holder"), subject to the terms and conditions set forth herein, the right to purchase up to 1,349,001 shares (the "Warrant Shares") of common stock, par value $0.001 per share, of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 3(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in (i) that certain Investment Agreement, dated as of the date hereof (the "Investment Agreement"), by and among the Holder and the Company, or (ii) that certain Secured Promissory Note, dated as of the date hereof (the "Secured Promissory Note"), by and among the Holder and the Company, as the case may be.

Section 2. Vesting Schedule; Term.

a) Vesting Schedule. The Warrant Shares shall vest as follows: (i) 674,501 Warrant Shares will vest and become exercisable on the date hereof (the "Initial Exercise Date"); and (ii) the remaining 674,500 Warrant Shares shall vest and become exercisable on the one-year anniversary of the date hereof (the "Second Exercise Date" and, together with the Initial Exercise Date, each, an "Exercise Date").

b) Term. The Holder is entitled, at any time on or after each respective Exercise Date and at or prior to the close of business on the fifth anniversary of the date hereof (the "Termination Date") but not thereafter, to subscribe for and purchase all or any portion of

the then Exercisable Warrant Shares from the Company, upon the terms and subject to the conditions set forth herein. For purposes hereof, "Exercisable Warrant Shares" means, as of any date, any and all Warrant Shares (or other securities to which the Holder is entitled pursuant to Section 4) that have vested and become exercisable prior to such date in accordance with Section 2(a).

Section 3. Exercise.

a) Exercise of the purchase rights represented by this Warrant may be made with respect to any then Exercisable Warrant Shares, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (a "Notice of Exercise"). Within three (3) Business Days following the date of exercise as aforesaid, the Holder shall deliver to the Company (i) the aggregate Exercise Price for the Exercisable Warrant Shares specified in the applicable Notice of Exercise, by wire transfer or cashier's check drawn on a United States bank (unless the cashless exercise procedure specified in Section 3(c) below is specified in the applicable Notice of Exercise), and (ii) this Warrant and/or any certificate or certificates representing this Warrant. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the number of Warrant Shares purchasable hereunder by an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be $8.0542, subject to adjustment as provided inSection 4 (the "Exercise Price").

c) Cashless Exercise. This Warrant may be exercised with respect to any then Exercisable Warrant Shares, in whole or in part, at any time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B)*(X)] by (A), where:

(A) = the Market Value on the Business Day immediately preceding the date on which Holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

For purposes hereof, "Market Value" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted

on a Public Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Public Trading Market on which the Common Stock is then listed or quoted, as reported by Bloomberg L.P. (based on a Business Day from 9:30 a.m., New York time, to 4:02 p.m., New York time); (b) in the event that this Warrant is exercised in connection with a Public Offering, the per share offering price to the public of the Public Offering, or (c) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Company's board of directors and reasonably acceptable to the Holder, the fees and expenses of which shall be paid fifty percent (50%) by the Company and fifty percent (50%) by the Holder.

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. (a) Subject to the receipt (I) by the Company of a completed Notice of Exercise, the aggregate Exercise Price in cash in accordance with Section 3(b) (unless the Holder is exercising on a cashless basis in accordance withSection 3(c)), any supporting documents (including, without limitation, a stockholder representation letter) reasonably requested by the Company from the Holder in the event the transfer agent for the company, if any (the "Transfer Agent"), requires a letter of instruction or legal opinion to complete conversion, in whole or in part, of the Warrant and movement of any Warrant Shares, and the Warrant and/or any certificate or certificates representing this Warrant, and (II) by the Company or the Transfer Agent of any documents or paperwork required or requested by the Transfer Agent in connection with the exercise of the Warrant (including, without limitation, an instruction letter or letters prepared, executed and medallion-guaranteed by the Holder's brokers and/or custodians) and (b) assuming the Company has not objected to the Notice of Exercise in accordance with Section 3(a), evidence of the Warrant Shares purchased hereunder shall be transmitted by the Company or the Transfer Agent, as applicable, to the Holder by (x) crediting the account of the Holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC"), for which the account number is specified in the Notice of Exercise, if the Company is then a participant in such system and this Warrant is being exercised via cashless exercise following the required holding period under Rule 144 promulgated under the Securities Act of 1933, as amended ("Rule 144"), (y) by book-entry in the books and records of the Company, or (z) otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise, in the case of each of clause (x), (y) and (z) of this sentence, by the date that is three (3) Business Days after the delivery of the last of the items and payment of the aggregate Exercise Price set forth above (including by cashless exercise, if permitted) described in clause (a) of this sentence (such date, the "Warrant Share Delivery Date"). The then Exercisable Warrant Shares shall be deemed to have been issued, and Holder or any other person designated as the recipient thereof in the Notice of Exercise shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price (or by cashless exercise, if permitted) and all taxes required to be paid by the Holder, if any, pursuant to Section 3(d)(vi) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the evidence representing the issued Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant and, if such Warrants are certificated, a new certificate or certificates representing the new Warrant.

iii. [Intentionally omitted.]

iv. [Intentionally omitted.]

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of certificates for Exercisable Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder (in accordance with and subject to the provisions of Section 5), this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 4. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company (x) upon exercise of this Warrant or (y) pursuant to a stock option plan or any similar employee compensation plan that is approved by the Company's board of directors), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, , then in each such case the Exercise Price shall be

multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 4(a) shall become effective immediately after the effective date or payment date, as applicable, of such dividend, distribution, subdivision, or combination.

b) [Intentionally omitted.]

c) [Intentionally omitted.]

d) Fundamental Transaction. If a Fundamental Transaction occurs at any time while this Warrant is outstanding, then (i) all unvested Warrant Shares shall vest and become Exercisable Warrant Shares immediately prior to the consummation of the Fundamental Transaction (except in the case of a Fundamental Transaction that is described in clause (iii) of the definition thereof and that does not result in a change in control of the Company), and (ii) upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the consummation of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

For purposes hereof, "Fundamental Transaction" means the consummation of any transaction, or a series of related transactions, in which the Company, directly or indirectly, (i) consummates a stock sale to, or effects any merger, consolidation or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (i), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Company, (ii) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets or (iii) effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, provided that in no event shall a Public Offering be deemed a Fundamental Transaction.

e) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock or capital stock of the Company, as applicable, deemed to be outstanding as of a given date shall be the sum of the number of shares of Common Stock or, for purposes of the definition of "Fundamental Transaction", capital stock of the Company (excluding treasury shares, if any) outstanding.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever there occurs an event that would require adjustment of the Exercise Price pursuant to any provision of this Section 4, the Company shall promptly mail to the Holder a notice setting forth the then applicable Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares then issuable and setting forth a brief statement of the facts requiring such adjustment. For purposes hereof, a notice delivered within ten (10) calendar days of an event resulting in an adjustment shall be deemed to have been timely delivered.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered to the Holder at its last address or facsimile number as it shall appear upon the Warrant Register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivering thereof shall not affect the validity of the corporate action required to be specified in such notice. If the Company is subject to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, at the time of any notice provided hereunder, to the extent that such notice constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall

simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 5. Transfer of Warrant.

a) Transferability. The Holder shall not, in whole or in part, directly or indirectly, transfer, assign, sell, gift-over, hedge, pledge, hypothecate or otherwise dispose of this Warrant and all rights hereunder, or, prior to the Company's first Public Offering, the Warrant Shares (a "Transfer"), unless (i) the Holder shall have received the prior written consent of the Company (such consent not to be unreasonably withheld) or (ii) the transferee is an Affiliate of Acacia Research Corporation ("Acacia") (i) which is Controlled by Acacia and (ii) at least a majority of the equity securities of which Acacia owns, directly or indirectly. The Holder further agrees not to make any disposition of all or any portion of the Warrant Shares unless and until (i) the transferee has agreed in writing for the benefit of the Company to make such representations and warranties as are reasonable and customary in a private placement of securities and the undertakings set out in Section 6(d) of the Secured Promissory Note, mutatis mutandis, and (ii) the Holder has (A) notified the Company of the proposed disposition, (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act. The Holder agrees not to make any disposition of any of the Warrant Shares to (I) any of the Company's competitors, as determined in good faith by the Company, or (II) without the prior consent of the board of directors of the Company (not to be unreasonably withheld), any Person or group of Persons who has filed a Schedule 13D or would, as a result of acquiring any Warrant Shares from the Holder, be required to file under Schedule 13D. Any Transfer of this Warrant or any Warrant Shares in violation of the terms and conditions of this Warrant, including the immediately preceding provisions of this Section 5(a), will be null and void *ab initio.* Subject to compliance with applicable federal and state security laws, any Transfer permitted under this Section 5(a) shall occur upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. In connection with any such Transfer (if made other than pursuant to an effective registration statement under the Securities Act), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such Transfer does not require registration of such transferred securities under the Securities Act. Upon (i) such surrender, (ii) if required, such payment, and (iii) if required, such opinion, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 5(a), as to any Transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 6. Representations and Warranties of the Holder

a) Purchase for Own Account. This Warrant and the Warrant Shares will be acquired for investment for the Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Securities Act and the Holder has no present intention, and upon exercise or conversion will have no intention, of selling or engaging in any public distribution of the same except pursuant to a registration or exemption. The Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Warrant Shares.

b) Disclosure of Information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and the Warrant Shares. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and the Warrant Shares and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

c) Investment Experience. The Holder understands that the purchase of this Warrant and the Warrant Shares involves substantial risk. The Holder acknowledges that the Holder can bear the economic risk of such Holder's investment in this Warrant and the Warrant Shares and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and the Warrant Shares.

d) Accredited Investor Status. The Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

e) The Securities Act. The Holder understands that this Warrant and the Warrant Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. The Holder understands that this Warrant and the Warrant Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. The Holder further understands that settlement of this Warrant is to be made in shares of Common Stock and, for the elimination of doubt, the fact that the shares of Common Stock delivered on exercise of this Warrant will not be registered under the Securities Act (as defined below) will not in any way require the Company to settle this Warrant otherwise than in shares of Common Stock, including, without limitation, that there is no circumstance that would require the Company to settle this Warrant in cash.

Section 7. Miscellaneous.

a) Legends. All certificates evidencing the Warrant Shares shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

b) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 3(d)(i).

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, the posting by the Holder of a bond in customary amount as the Company may reasonably require as indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Authorized Shares.

i. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Public Trading Market. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (A) not increase the par value of any Warrant Shares above the amount payable therefor upon exercise immediately prior to such exercise of which the Company has received a Notice of Exercise, (B) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (C) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, in each case pursuant to Section 4, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All disputes concerning the construction, validity, enforcement and interpretation of this Warrant shall be resolved in accordance with Section 14 of the Secured Promissory Note, mutatis mutandis.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered pursuant to an effective registration statement and if the Holder does not utilize cashless exercise of this Warrant, will have restrictions upon resale imposed by state and federal securities laws and may have restrictions on resale in certain instances even if the Holder does utilize cashless exercise.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of any of the Transaction Agreements, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with Section 17 of the Secured Promissory Note, mutatis mutandis.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws and compliance withSection 5(a), this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The Company may assign its rights and obligations under this Warrant without the written consent of the Holder or any holder of Warrant Shares to any purchaser of all or substantially all of the Company's assets or capital stock or another acquirer of the Company or its business through a Fundamental Transaction. The provisions of this Warrant are intended to be for the benefit of any permitted Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant 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 provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Company:

VERITONE, INC.

By: _____
Name:
Title:

Holder:

ACACIA RESEARCH CORPORATION

By: _____
Name:
Title:

[Signature Page to Form of Warrant]

NOTICE OF EXERCISE

TO: **VERITONE, INC.**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] [if permitted] the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 3(c) of this Warrant, to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in Section 3(c).

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered (a) to the following DWAC Account Number, (b) by book-entry in the books and records of the Company, or (c) by physical delivery of a certificate to the following address:

_____

_____

_____

Name of Investing Entity: **ACACIA RESEARCH CORPORATION**

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant,
execute this form and supply required information.
Do not use this form to exercise the warrant.)

VERITONE, INC.

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____whose address is

_____

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT B

FORM OF FIRST TRANCHE WARRANT B AND SECOND TRANCHE WARRANT

See attached.

FORM OF [FIRST TRANCHE WARRANT B] [SECOND TRANCHE WARRANT]

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH MUST BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

VERITONE, INC.

Warrant Amount Date of Issuance: [●], 20[●]

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, Veritone, Inc., a Delaware corporation (the "Company"), hereby grants to Acacia Research Corporation, a Delaware corporation (the "Holder"), subject to the terms and conditions set forth herein, the right to purchase up to a number of shares of common stock, par value $0.001 per share, of the Company (the "Common Stock") equal to the quotient that results from dividing the Warrant Amount by the then applicable Exercise Price (as defined in Section 3(b)) (the "Warrant Shares"). The "Warrant Amount" means Seven Hundred Thousand Dollars ($700,000), as adjusted from to time to time pursuant to the terms and conditions hereof. At the time of any exercise of this Warrant in accordance with Section 3(a) (each, an "Exercise"), the purchase price of one (1) share of Common Stock under this Warrant shall be equal to the then applicable Exercise Price.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain secured promissory note (the "Secured Promissory Note"), dated as of [●], 2016, by and among Acacia Research Corporation ("Acacia") and the Company.

Section 2. Term. The Holder is entitled, at any time on or after the date hereof and at or prior to the close of business on the fourth anniversary of the date hereof (the "Termination Date") but not thereafter, to subscribe for and purchase all or any portion of the Warrant Shares from the Company, upon the terms and subject to the conditions set forth herein. Notwithstanding anything to the contrary herein, upon an Uncured Material Breach of any of the Transaction Agreements by Acacia, this Warrant will be, at the Company's written election, null and void *ab initio.*

Section 3. Exercise.

a) Exercise of the purchase rights represented by this Warrant may be made in whole or in part, at any time or times on or after the date hereof and on or before the Termination Date, by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (a "Notice of Exercise"). Within three (3) Business Days following the date of Exercise as aforesaid, the Holder shall deliver to the Company (i) the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise, by wire transfer or cashier's check drawn on a United States bank, and (ii) this Warrant and/or any certificate or certificates representing this Warrant. Partial Exercises of this Warrant resulting in purchases of a portion of the Warrant Amount available at the time of such Exercise shall have the effect of lowering the Warrant Amount by such portion. The Holder and the Company shall maintain records showing the portions of the Warrant Amount purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be, if such Exercise occurs (i) after the Maturity Date, and a Next Equity Financing was not consummated, and the Company has not made an initial filing of a Registration Statement, at or prior to the Maturity Date, $4.85, (ii) if a Next Equity Financing was consummated at or prior to the Maturity Date, during the period beginning on the date of closing of such Next Equity Financing (or, if such Next Equity Financing occurred prior to the funding of the Second Tranche Loan under the Secured Promissory Note, the date hereof), and ending on (and including) the date on which the Company initially files a Registration Statement with the Securities and Exchange Commission for a Public Offering (such date, the "Filing Date"), the price per share of the Equity Securities issued in such Next Equity Financing, or (iii) at any other time, (x) $8.2394 (or, if such Exercise occurs following the conversion of the entire Convertible Amount (from inception of the Secured Promissory Note) into Conversion Shares, $8.1653), in each case subject to adjustment as provided in Section 4 (the "Exercise Price").

c) [Intentionally omitted.]

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. (a) Subject to the receipt (I) by the Company of a completed Notice of Exercise, the aggregate Exercise Price in cash in accordance with Section 3(b), any supporting documents (including, without limitation, a stockholder representation letter) reasonably requested by the Company from the Holder in the event the transfer agent for the company, if any (the "Transfer Agent"), requires a letter of instruction or legal opinion to complete conversion, in whole or in part, of the Warrant and movement of any Warrant Shares, and the Warrant and/or any certificate or certificates representing this Warrant, and (II) by the Company or the Transfer Agent of any documents or paperwork required or requested by the Transfer Agent in connection with the exercise of the Warrant (including, without limitation, an instruction letter or letters prepared, executed and medallion-guaranteed by the Holder's

brokers and/or custodians) and (b) assuming the Company has not objected to the Notice of Exercise in accordance with Section 3(a), evidence of the Warrant Shares purchased hereunder shall be transmitted by the Company or the Transfer Agent, as applicable, to the Holder by (x) by book-entry in the books and records of the Company, or (y) otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise, in the case of each of clause (x) and (y) of this sentence, by the date that is three (3) Business Days after the delivery of the last of the items and payment of the aggregate Exercise Price set forth above described in clause (a) of this sentence (such date, the "Warrant Share Delivery Date"). Such Warrant Shares shall be deemed to have been issued, and Holder or any other person designated as the recipient thereof in the Notice of Exercise shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the then applicable Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 3(d)(vi) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the evidence representing the issued Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Amount called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant and, if such Warrants are certificated, a new certificate or certificates representing the new Warrant.

iii. [Intentionally omitted.]

iv. [Intentionally omitted.]

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the then applicable Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder (in accordance with and subject to the provisions of Section 5), this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 4. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company (x) upon exercise of this Warrant or (y) pursuant to a stock option plan or any similar employee compensation plan that is approved by the Company's board of directors), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each such case, at the time of any Exercise, the then applicable Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the then applicable Warrant Amount shall remain unchanged. Any adjustment made pursuant to this Section 4(a) shall become effective immediately after the effective date or payment date, as applicable, of such dividend, distribution, subdivision, or combination.

b) [Intentionally omitted.]

c) [Intentionally omitted.]

d) Fundamental Transaction. If a Fundamental Transaction occurs at any time while this Warrant is outstanding, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the consummation of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

For purposes hereof, "Fundamental Transaction" means the consummation of any transaction, or a series of related transactions, in which the Company, directly or indirectly, (i) consummates a stock sale to, or effects any merger, consolidation or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (i), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Company, (ii) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets or (iii) effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, provided that in no event shall a Public Offering be deemed a Fundamental Transaction.

e) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/l00th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock or capital stock of the Company, as applicable, deemed to be outstanding as of a given date shall be the sum of the number of shares of Common Stock or, for purposes of the definition of "Fundamental Transaction", capital stock of the Company (excluding treasury shares, if any) outstanding.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever there occurs an event that would require adjustment of the Exercise Price pursuant to any provision of this Section 4, the Company shall promptly mail to the Holder a notice setting forth the then applicable Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares then issuable and setting forth a brief statement of the facts requiring such adjustment. For purposes hereof, a notice delivered within ten (10) calendar days of an event resulting in an adjustment shall be deemed to have been timely delivered.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered to the Holder at its last address or facsimile number as it shall appear upon the Warrant Register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption,

rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivering thereof shall not affect the validity of the corporate action required to be specified in such notice. If the Company is subject to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, at the time of any notice provided hereunder, to the extent that such notice constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

iii. Notice of Filing Date. The Company shall provide Acacia with not less than fifteen (15) Business Days' advance notice of any Filing Date.

Section 5. Transfer of Warrant.

a) Transferability. The Holder shall not, in whole or in part, directly or indirectly, transfer, assign, sell, gift-over, hedge, pledge, hypothecate or otherwise dispose of this Warrant and all rights hereunder, or, prior to the Company's first Public Offering, the Warrant Shares (a "Transfer"), unless (i) the Holder shall have received the prior written consent of the Company (such consent not to be unreasonably withheld) or (ii) the transferee is an Affiliate of Acacia (i) which is Controlled by Acacia and (ii) at least a majority of the equity securities of which Acacia owns, directly or indirectly. The Holder further agrees not to make any disposition of all or any portion of the Warrant Shares unless and until (i) the transferee has agreed in writing for the benefit of the Company to make such representations and warranties as are reasonable and customary in a private placement of securities and the undertakings set out in Section 6(d) of the Secured Promissory Note, mutatis mutandis, and (ii) the Holder has (A) notified the Company of the proposed disposition, (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act. The Holder agrees not to make any disposition of any of the Warrant Shares to (I) any of the Company's competitors, as determined in good faith by the Company, or (II) without the prior consent of the board of directors of the Company (not to be unreasonably withheld), any Person or group of Persons who has filed a Schedule 13D or would, as a result of acquiring any Warrant Shares from the Holder, be required to file under Schedule 13D. Any Transfer of this Warrant or any Warrant Shares in violation of the terms and conditions of this Warrant, including the immediately preceding provisions of this Section 5(a), will be null and void *ab initio.* Subject to compliance with applicable federal and state security laws, any Transfer permitted under this Section 5(a) shall occur upon surrender of this Warrant at the principal office of the Company or

its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. In connection with any such Transfer (if made other than pursuant to an effective registration statement under the Securities Act), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such Transfer does not require registration of such transferred securities under the Securities Act. Upon (i) such surrender, (ii) if required, such payment, and (iii) if required, such opinion, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 5(a), as to any Transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 6. Representations and Warranties of the Holder

a) Purchase for Own Account. This Warrant and the Warrant Shares will be acquired for investment for the Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Securities Act and the Holder has no present intention, and upon exercise or conversion will have no intention, of selling or engaging in any public distribution of the same except pursuant to a registration or exemption. The Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Warrant Shares.

b) Disclosure of Information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and the Warrant Shares. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and

the Warrant Shares and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

c) Investment Experience. The Holder understands that the purchase of this Warrant and the Warrant Shares involves substantial risk. The Holder acknowledges that the Holder can bear the economic risk of such Holder's investment in this Warrant and the Warrant Shares and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and the Warrant Shares.

d) Accredited Investor Status. The Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

e) The Securities Act. The Holder understands that this Warrant and the Warrant Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. The Holder understands that this Warrant and the Warrant Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. The Holder further understands that settlement of this Warrant is to be made in shares of Common Stock and, for the elimination of doubt, the fact that the shares of Common Stock delivered on exercise of this Warrant will not be registered under the Securities Act (as defined below) will not in any way require the Company to settle this Warrant otherwise than in shares of Common Stock, including, without limitation, that there is no circumstance that would require the Company to settle this Warrant in cash.

Section 7. [Intentionally omitted.]

Section 8. Miscellaneous.

a) Legends. All certificates evidencing the Warrant Shares shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

b) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 3(d)(i).

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, the posting by the Holder of a bond in customary amount as the Company may reasonably require as indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Authorized Shares.

i. The Company covenants that, to the extent reasonably practicable, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the applicable Public Trading Market. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (A) not increase the par value of any Warrant Shares above the amount payable therefor upon exercise immediately prior to such exercise of which the Company has received a Notice of Exercise, (B) take all such action as may be

necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (C) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, in each case pursuant to Section 4, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All disputes concerning the construction, validity, enforcement and interpretation of this Warrant shall be resolved in accordance with Section 14 of the Secured Promissory Note, mutatis mutandis.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered pursuant to an effective registration statement, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of any of the Transaction Agreements, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with Section 17 of the Secured Promissory Note, mutatis mutandis.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant, and the Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws and compliance with Section 5(a), this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The Company may assign its rights and obligations under this Warrant without the written consent of the Holder or any holder of Warrant Shares to any purchaser of all or substantially all of the Company's assets or capital stock or another acquirer of the Company or its business through a Fundamental Transaction. The provisions of this Warrant are intended to be for the benefit of any permitted Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant 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 provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Confidential Information. Acacia (which for purposes of this Section 8(o) will include any other permitted Holder hereof) agrees to keep confidential and not disclose, divulge or use for any purpose (other than to monitor its investment in the Company or to enforce its rights under any of the Transaction Agreements) any information obtained from the Company or any of its Subsidiaries (including notice of the Company's intention to file a registration statement) that the Company believes to be confidential information, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 8(o) by Acacia), (ii) is or has been independently developed or conceived by Acacia or any of its Subsidiaries without use of the Company's confidential information or (iii) has been made known or disclosed to Acacia by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided that Acacia may disclose confidential information (A) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company or to enforce its rights under any of the Transaction Agreements, (B) to any wholly owned Subsidiary of Acacia in the ordinary course of business; provided, that, with respect to the foregoing clauses (A) and (B), Acacia informs such Persons of the proprietary interest and nature of such confidential information and of the recipient's obligations, as applicable, to keep such information confidential, or (C) to the extent that disclosure of such confidential information is compelled by judicial or administrative process or by other requirements of applicable law, provided that, to the extent permitted by applicable law, Acacia promptly notifies the Company of any such request or requirement, discloses only that portion of the confidential information that its legal counsel advises in writing is required to be disclosed and reasonably cooperates with any efforts by the Company to obtain an appropriate protective order or confidential treatment of such confidential information that is or is proposed to be disclosed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Company:

VERITONE, INC.
By: _____
Name:
Title:

Holder:

ACACIA RESEARCH CORPORATION
By: _____
Name:
Title:

[Signature Page to Form of Warrant]

NOTICE OF EXERCISE

TO: **VERITONE, INC.**

(1) The undersigned hereby elects to exercise $_____ of the Warrant Amount for Warrant Shares of the Company pursuant to the terms of the attached Warrant, and tenders herewith payment of the aggregate exercise price in full in cash for such exercise, together with all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered (a) by book-entry in the books and records of the Company, or (b) by physical delivery of a certificate to the following address:

_____

_____

_____

Name of Investing Entity: **ACACIA RESEARCH CORPORATION**

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant,
execute this form and supply required information.
Do not use this form to exercise the warrant.)

VERITONE, INC.

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____whose address is

_____

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Exhibit 10.12

EXECUTION VERSION

FIRST TRANCHE WARRANT A

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH MUST BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

VERITONE, INC.

Warrant Amount Date of Issuance: August 15, 2016

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, Veritone, Inc., a Delaware corporation (the "Company"), hereby grants to Acacia Research Corporation, a Delaware corporation (the "Holder"), subject to the terms and conditions set forth herein, the right to purchase up to a number of shares of common stock, par value $0.001 per share, of the Company (the "Common Stock") equal to the quotient that results from dividing the Warrant Amount by the then applicable Exercise Price (as defined in Section 3(b)) (the "Warrant Shares"). The "Warrant Amount" means Seven Hundred Thousand Dollars ($700,000), as adjusted from to time to time pursuant to the terms and conditions hereof. At the time of any exercise of this Warrant in accordance with Section 3(a) (each, an "Exercise"), the purchase price of one (1) share of Common Stock under this Warrant shall be equal to the then applicable Exercise Price.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain secured promissory note (the "Secured Promissory Note"), of even date herewith, by and among Acacia Research Corporation ("Acacia") and the Company.

Section 2. Term. The Holder is entitled, at any time on or after the date hereof and at or prior to the close of business on the fourth anniversary of the date hereof (the "Termination Date") but not thereafter, to subscribe for and purchase all or any portion of the Warrant Shares from the Company, upon the terms and subject to the conditions set forth herein. Notwithstanding anything to the contrary herein, upon an Uncured Material Breach of any of the Transaction Agreements by Acacia, this Warrant will be, at the Company's written election, null and void *ab initio.*

Section 3. Exercise.

a) Exercise of the purchase rights represented by this Warrant may be made in whole or in part, at any time or times on or after the date hereof and on or before the Termination Date, by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (a "Notice of Exercise"). Within three (3) Business Days following the date of Exercise as aforesaid, the Holder shall deliver to the Company (i) the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise, by wire transfer or cashier's check drawn on a United States bank, and (ii) this Warrant and/or any certificate or certificates representing this Warrant. Partial Exercises of this Warrant resulting in purchases of a portion of the Warrant Amount available at the time of such Exercise shall have the effect of lowering the Warrant Amount by such portion. The Holder and the Company shall maintain records showing the portions of the Warrant Amount purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be, if such Exercise occurs (i) after the Maturity Date, and a Next Equity Financing was not consummated, and the Company has not made an initial filing of a Registration Statement with the Securities and Exchange Commission for a Public Offering, at or prior to the Maturity Date, $4.85, (ii) if a Next Equity Financing was consummated at or prior to the Maturity Date, during the period beginning on the date of closing of such Next Equity Financing, if any, and ending on (and including) the date on which the Company initially files a Registration Statement with the Securities and Exchange Commission for a Public Offering (such date, the "Filing Date"), the lower of (1) (x) $8.2394 (or, if such Exercise occurs following the conversion of the entire Convertible Amount (from inception of the Secured Promissory Note) into Conversion Shares, $8.1653) and (2) the price per share of the Equity Securities issued in such Next Equity Financing, or (iii) at any other time, (x) $8.2394 (or, if such Exercise occurs following the conversion of the entire Convertible Amount (from inception of the Secured Promissory Note) into Conversion Shares, $8.1653), in each case subject to adjustment as provided in Section 4 (the "Exercise Price").

c) [Intentionally omitted.]

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. (a) Subject to the receipt (I) by the Company of a completed Notice of Exercise, the aggregate Exercise Price in cash in accordance with Section 3(b), any supporting documents (including, without limitation, a stockholder representation letter) reasonably requested by the Company from the Holder in the event the transfer agent for the company, if any (the "Transfer Agent"), requires a letter of instruction or legal opinion to complete conversion, in whole or in part, of the Warrant and movement of any Warrant Shares, and the Warrant and/or any certificate or certificates representing this Warrant, and (II) by the Company or the Transfer Agent of any documents or paperwork required or requested by the Transfer

Agent in connection with the exercise of the Warrant (including, without limitation, an instruction letter or letters prepared, executed and medallion-guaranteed by the Holder's brokers and/or custodians) and (b) assuming the Company has not objected to the Notice of Exercise in accordance with Section 3(a), evidence of the Warrant Shares purchased hereunder shall be transmitted by the Company or the Transfer Agent, as applicable, to the Holder by (x) by book-entry in the books and records of the Company, or (y) otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise, in the case of each of clause (x) and (y) of this sentence, by the date that is three (3) Business Days after the delivery of the last of the items and payment of the aggregate Exercise Price set forth above described in clause (a) of this sentence (such date, the "Warrant Share Delivery Date"). Such Warrant Shares shall be deemed to have been issued, and Holder or any other person designated as the recipient thereof in the Notice of Exercise shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the then applicable Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 3(d)(vi) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the evidence representing the issued Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Amount called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant and, if such Warrants are certificated, a new certificate or certificates representing the new Warrant.

iii. [Intentionally omitted.]

iv. [Intentionally omitted.]

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the then applicable Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder (in accordance with and subject to the provisions of Section 5), this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 4. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company (x) upon exercise of this Warrant or (y) pursuant to a stock option plan or any similar employee compensation plan that is approved by the Company's board of directors), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each such case, at the time of any Exercise, the then applicable Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the then applicable Warrant Amount shall remain unchanged. Any adjustment made pursuant to this Section 4(a) shall become effective immediately after the effective date or payment date, as applicable, of such dividend, distribution, subdivision, or combination.

b) [Intentionally omitted.]

c) [Intentionally omitted.]

d) Fundamental Transaction. If a Fundamental Transaction occurs at any time while this Warrant is outstanding, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the consummation of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

For purposes hereof, "Fundamental Transaction" means the consummation of any transaction, or a series of related transactions, in which the Company, directly or indirectly, (i) consummates a stock sale to, or effects any merger, consolidation or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with, another Person or group of Persons, whereby, in the case of any transaction(s) under this clause (i), such other Person or group of Persons acquires more than 50% of the total voting power of the then outstanding shares of capital stock of the Company, (ii) effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets or (iii) effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, provided that in no event shall a Public Offering be deemed a Fundamental Transaction.

e) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock or capital stock of the Company, as applicable, deemed to be outstanding as of a given date shall be the sum of the number of shares of Common Stock or, for purposes of the definition of "Fundamental Transaction", capital stock of the Company (excluding treasury shares, if any) outstanding.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever there occurs an event that would require adjustment of the Exercise Price pursuant to any provision of this Section 4, the Company shall promptly mail to the Holder a notice setting forth the then applicable Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares then issuable and setting forth a brief statement of the facts requiring such adjustment. For purposes hereof, a notice delivered within ten (10) calendar days of an event resulting in an adjustment shall be deemed to have been timely delivered.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered to the Holder at its last address or facsimile number as it shall appear upon the

Warrant Register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivering thereof shall not affect the validity of the corporate action required to be specified in such notice. If the Company is subject to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, at the time of any notice provided hereunder, to the extent that such notice constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

iii. Notice of Filing Date. The Company shall provide Acacia with not less than fifteen (15) Business Days' advance notice of any Filing Date.

Section 5. Transfer of Warrant.

a) Transferability. The Holder shall not, in whole or in part, directly or indirectly, transfer, assign, sell, gift-over, hedge, pledge, hypothecate or otherwise dispose of this Warrant and all rights hereunder, or, prior to the Company's first Public Offering, the Warrant Shares (a "Transfer"), unless (i) the Holder shall have received the prior written consent of the Company (such consent not to be unreasonably withheld) or (ii) the transferee is an Affiliate of Acacia (A) which is Controlled by Acacia and (B) at least a majority of the equity securities of which Acacia owns, directly or indirectly. The Holder further agrees not to make any disposition of all or any portion of the Warrant Shares unless and until (i) the transferee has agreed in writing for the benefit of the Company to make such representations and warranties as are reasonable and customary in a private placement of securities and the undertakings set out in Section 6(d) of the Secured Promissory Note, mutatis mutandis, and (ii) the Holder has (A) notified the Company of the proposed disposition, (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act. The Holder agrees not to make any disposition of any of the Warrant Shares to (I) any of the Company's competitors, as determined in good faith by the Company, or (II) without the prior consent of the board of directors of the Company (not to be unreasonably withheld), any Person or group of Persons who has filed a Schedule 13D or would, as a result of acquiring any Warrant Shares from the Holder, be required to file under Schedule 13D. Any Transfer of this Warrant or any Warrant Shares in violation of the terms and conditions of this Warrant, including the

immediately preceding provisions of this Section 5(a), will be null and void *ab initio.* Subject to compliance with applicable federal and state security laws, any Transfer permitted under this Section 5(a) shall occur upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. In connection with any such Transfer (if made other than pursuant to an effective registration statement under the Securities Act), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such Transfer does not require registration of such transferred securities under the Securities Act. Upon (i) such surrender, (ii) if required, such payment, and (iii) if required, such opinion, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 5(a), as to any Transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 6. Representations and Warranties of the Holder

a) Purchase for Own Account. This Warrant and the Warrant Shares will be acquired for investment for the Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Securities Act and the Holder has no present intention, and upon exercise or conversion will have no intention, of selling or engaging in any public distribution of the same except pursuant to a registration or exemption. The Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Warrant Shares.

b) Disclosure of Information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed

investment decision with respect to the acquisition of this Warrant and the Warrant Shares. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and the Warrant Shares and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

c) Investment Experience. The Holder understands that the purchase of this Warrant and the Warrant Shares involves substantial risk. The Holder acknowledges that the Holder can bear the economic risk of such Holder's investment in this Warrant and the Warrant Shares and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and the Warrant Shares.

d) Accredited Investor Status. The Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

e) The Securities Act. The Holder understands that this Warrant and the Warrant Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. The Holder understands that this Warrant and the Warrant Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. The Holder further understands that settlement of this Warrant is to be made in shares of Common Stock and, for the elimination of doubt, the fact that the shares of Common Stock delivered on exercise of this Warrant will not be registered under the Securities Act (as defined below) will not in any way require the Company to settle this Warrant otherwise than in shares of Common Stock, including, without limitation, that there is no circumstance that would require the Company to settle this Warrant in cash.

Section 7. Covenants.

a) [Intentionally omitted.]

b) Solicitation. During the period beginning on the date of the Secured Promissory Note and ending on the earlier of (x) the Maturity Date and (y) the date of the consummation of a Public Offering, the Company may solicit, negotiate with, execute documents (including, but not limited to, nondisclosure agreements, term sheets, letters of intent, and definitive agreements) with, engage in diligence regarding, and consummate transactions with Persons or groups of Persons in connection with (i) acquisitions of such Persons or of the businesses or assets of such Persons or groups of Persons, (ii) a Next Equity Financing, (iii) investments by strategic investors, and (iv) a Public Offering; provided that, with respect to any of the transactions set forth in clauses (i) through (iii) above, the Company shall have received the consent of Acacia (such consent not to be unreasonably withheld, delayed or conditioned) prior to consummating such transactions.

Section 8. Miscellaneous.

a) Legends. All certificates evidencing the Warrant Shares shall bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

b) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 3(d)(i).

c) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, the posting by the Holder of a bond in customary amount as the Company may reasonably require as indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

d) Authorized Shares.

i. The Company covenants that, to the extent reasonably practicable, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the applicable Public Trading Market. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon

exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

ii. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (A) not increase the par value of any Warrant Shares above the amount payable therefor upon exercise immediately prior to such exercise of which the Company has received a Notice of Exercise, (B) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (C) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

iii. Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, in each case pursuant to Section 4, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All disputes concerning the construction, validity, enforcement and interpretation of this Warrant shall be resolved in accordance with Section 14 of the Secured Promissory Note, mutatis mutandis.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered pursuant to an effective registration statement, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of any of the Transaction Agreements, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with Section 17 of the Secured Promissory Note, mutatis mutandis.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant, and the Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws and compliance withSection 5(a), this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The Company may assign its rights and obligations under this Warrant without the written consent of the Holder or any holder of Warrant Shares to any purchaser of all or substantially all of the Company's assets or capital stock or another acquirer of the Company or its business through a Fundamental Transaction. The provisions of this Warrant are intended to be for the benefit of any permitted Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant 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 provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Confidential Information. The Holder (which, for purposes of thisSection 8(o) will include Acacia, even if a permitted assign thereof becomes the Holder hereof) agrees to keep confidential and not disclose, divulge or use for any purpose (other than to monitor its investment in the Company or to enforce its rights under any of the Transaction Agreements) any information obtained from the Company or any of its Subsidiaries (including notice of the Company's intention to file a registration statement) that the Company believes to be confidential information, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 8(o) by the Holder), (ii) is or has been independently developed or conceived by the Holder or any of its Subsidiaries without use of the Company's confidential information or (iii) has been made known or disclosed to the Holder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided that Acacia may disclose confidential information (A) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company or to enforce its rights under any of the Transaction Agreements, (B) to any wholly owned Subsidiary of the Holder in the ordinary course of business; provided, that, with respect to the foregoing clauses (A) and (B), the Holder informs such Persons of the proprietary interest and nature of such confidential information and of the recipient's obligations, as applicable, to keep such information confidential, or (C) to the extent that disclosure of such confidential information is compelled by judicial or administrative process or by other requirements of applicable law, provided that, to the extent permitted by applicable law, the Holder promptly notifies the Company of any such request or requirement, discloses only that portion of the confidential information that its legal counsel advises in writing is required to be disclosed and reasonably cooperates with any efforts by the Company to obtain an appropriate protective order or confidential treatment of such confidential information that is or is proposed to be disclosed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Company:

VERITONE, INC.

By: /s/ John M. Markovich
Name: John M. Markovich
Title: Chief Financial Officer

Holder:

ACACIA RESEARCH CORPORATION

By: /s/ Clayton J. Hayes
Name: Clayton J. Hayes
Title: CFO

[Signature Page to First Tranche Warrant A]

NOTICE OF EXERCISE

TO: **VERITONE, INC.**

(1) The undersigned hereby elects to exercise $ of the Warrant Amount for Warrant Shares of the Company pursuant to the terms of the attached Warrant, and tenders herewith payment of the aggregate exercise price in full in cash for such exercise, together with all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered (a) by book-entry in the books and records of the Company, or (b) by physical delivery of a certificate to the following address:

_____

_____

_____

Name of Investing Entity: **ACACIA RESEARCH CORPORATION**

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

VERITONE, INC.

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____ .

_____

Dated: ,

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made, and executed and entered into as of April 22, 2015 (the "**Execution Date**"), by and among Brand Affinity Technologies, Inc., debtor and debtor in possession ("**Seller**"), and Veritone, Inc., a Delaware corporation ("**Buyer**") (each a "**Party**" and, collectively, the "**Parties**"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Appendix attached hereto (which appendix is incorporated herein by this reference).

RECITALS

A. On December 15, 2014 (the "**Petition Date**"), Seller filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Seller's case is currently pending before the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "**Bankruptcy Court**") as Case No. 8:14-bk-17244 SC (the "**Bankruptcy Case**").

B. Seller is engaged in the business of providing services and a platform for image capturing (e.g., photography), image e-commerce, and digital content aggregation, management, sharing and distribution ("**Business**").

C. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in and to the assets described in Section 1.1 of this Agreement (the "**Transaction**"). The Transaction is subject to approval by the Bankruptcy Court.

D. A condition precedent for Buyer to enter into the Transaction is that Buyer shall receive a full release in the form set forth in Sections 1.6 and 1.7 below, effective upon the Closing of the Transaction.

NOW, THEREFORE, based upon the foregoing Recitals, and in consideration of the mutual promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and subject to the terms and conditions of this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE I.

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets and Properties. Subject to the terms and conditions of this Agreement, including, without limitation, approval of the Bankruptcy Court, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of Liens other than Permitted Liens, pursuant to section 363(f) of the Bankruptcy Code, and Buyer shall purchase, assume and accept from Seller, all of Seller's right, title and interest in and to all of the assets, properties, interests and rights of Seller, wherever located, set forth in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the **"Purchased Assets**").

1.2 Excluded Assets. The Parties hereby **acknowledge** and agree that, by this Agreement, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, assume and accept from Seller, only the Purchased Assets set forth in Exhibit "A" and no other

assets, properties, interests or rights of Seller. Without limiting the generality of the foregoing, the Purchased Assets do not include, Buyer shall not acquire (nor assume any liability related to), and Seller shall retain all right, title and interest in and to the following assets and properties of Seller (collectively, "**Excluded Assets**"):

1.2.1 Organizational Documents. All minute books, seals, stock books, charter documents and other books and records pertaining to the existence, organization or governance of Seller (collectively, "**Organizational Documents**").

1.2.2 Accounts Receivable. All of Seller's trade accounts receivable and other rights to payment from customers, licensees, or other third parties to the extent arising out of the operation of the Business ("**Accounts Receivable**").

1.2.3 Cash. All cash, cash equivalents, investments, accounts and notes receivable, and funds payable to Seller under pending credit and debit card transactions.

1.2.4 Refunds and Deposits. All deposits, including, without limitation, utility or leasehold deposits, rights to refunds, including, without limitation, insurance or tax or assessment refunds, unused retainer payments, rebates, returns and pre-paid expenses and all similar assets or properties of Seller, attributable to or based upon the period through the Closing Date, and any claims for such deposits, refunds, retainer payments, rebates, returns, pre-paid expenses or similar payments.

1.2.5 Bank Accounts. All bank accounts and investment accounts maintained by or for Seller.

1.2.6 Nonassignable Assets. All governmental permits and governmental licenses, rights, registrations, variances, waivers, consents, authorizations, approvals, contracts or agreements, and all other permits, licenses, rights, variances, registrations, waivers, consents, authorizations, approvals, contracts or agreements, including without limitation, all Intellectual Property Agreements, which either (i) require the consent of any party other than Seller for the transfer or assignment thereof to Buyer, or (ii) the Bankruptcy Court does not authorize Seller to transfer or to assign to Buyer (collectively, **"Nonassignable Assets"**); provided, however, that any Contract of Seller which Buyer proposes that Seller assume and assign to Buyer, as identified expressly in Exhibit "B" hereof ("**Assumed Contracts**"), shall not constitute a Nonassignable Asset.

1.2.7 Warranty Claims Relating to Excluded Assets. All claims and rights under warranties and indemnities and all similar rights against third parties, to the extent relating to or attributable to any Excluded Asset or Excluded Liability.

1.2.8 Insurance Claims Relating to Excluded Assets. All insurance policies of Seller, and all rights, claims, refunds, recoveries, payments from or proceeds of insurance policies, to the extent relating to or attributable to any Excluded Asset or Excluded Liability.

1.2.9 Claims and Causes of Action. Except only as set forth expressly to the contrary inExhibit "C" herein, all claims and causes of action of Seller, whether or not such claims or causes of action are the subject of an Action pending as of the Closing Date, including, without limitation, claims for relief, rights or recovery, rights of set-off, rights of contribution, rights of recoupment, counter-claims, cross-claims and defenses of Seller, and all preference, fraudulent transfer, or other avoidance claims and actions of Seller,

including, without limitation, all such claims and actions arising under sections 510, 544, 545, 547, 548, 549 and/or 550 of the Bankruptcy Code.

1.2.10 Contract Not Designated as Assumed Contract. Any Contract, including, without limitation, any Intellectual Property Agreement, not designated as an Assumed Contract on Exhibit "B" hereto.

1.2.11 Assets Scheduled for Exclusion by Buyer. Any asset or property that otherwise would be a Purchased Asset that Buyer elects specifically not to acquire from Seller as set forth in Exhibit "D" hereto.

1.2.12 Rights of Seller Under This Agreement. All rights of Seller under this Agreement or any agreement entered into in connection with this Agreement or the Transaction contemplated hereby.

Buyer shall acquire absolutely no interest in or benefit from any Excluded Assets, all of which shall remain the sole property of Seller.

1.3 Purchase Price. The purchase price for the Purchased Assets ("**Purchase Price**") shall be as follows:

1.3.1 Cash. Buyer shall pay $1,419,000 cash for the Purchased Assets.

1.3.2 [Intentionally omitted].

1.3.3 Assumed Liabilities. The Purchase Price shall reflect the Assumed Liabilities, as defined in and as set forth in Article II of this Agreement.

1.4 Payment of Purchase Price. In addition to Buyer's assumption of the Assumed Liabilities as set forth in Article II, Buyer shall pay the Purchase Price to be paid hereunder to Seller as follows:

1.4.1 Purchase Deposit. Buyer has heretofore delivered to Seller a cash deposit in the amount of $709,500 ("**Purchase Deposit**"). The Purchase Deposit shall be held in the trust account of Seller's general insolvency counsel, Winthrop Couchot Professional Corporation, pending the Closing of the Transaction and shall be disbursed only in accordance with the terms and conditions of this Agreement, or upon the entry of an order of the Bankruptcy Court authorizing the disposition thereof.

1.4.2 Closing Date Cash Payment. At the Closing, the Purchase Deposit shall be disbursed to Seller, and Buyer shall pay, in cash by wire transfer of immediately available funds, to an account designated by Seller the amount of the Cash Consideration, less the amount of the Purchase Deposit ("**Closing Date Cash Payment**").

1.5 Allocation of Purchase Price. On the Closing Date, Buyer shall provide to Seller written notice of Buyer's allocation of the Purchase Price among the Purchased Assets. Seller shall have the right to approve such allocation of the Purchase Price, which approval shall not be unreasonably withheld by Seller. Each Party shall report the Transaction for tax purposes and for all other purposes in accordance with such allocation of the Purchase Price.

1.6 General Release. Effective upon Buyer's payment of the full amount of the Purchase Price, Seller, on behalf of Seller and Seller's bankruptcy estate (the "**Estate**"), and the successors, legal representatives and assignees of Seller and the Estate (all of the foregoing are collectively referred to as the "**BAT Releasing Parties**" and indvidually as a "**BAT Releasing**

Party"), fully and forever release and discharge Buyer and ROIM Acquisition Corporation ("**RAC**"), and their respective past, present and future officers, principals, agents, attorneys, representatives, employees, officers, directors, stockholders, affiliates, as well as their respective predecessors, successors, predecessors in title, successors in title, legal representatives and assignees, and all other persons and entities to whom any of the foregoing would be liable if such persons or entities were found to be liable to any BAT Releasing Party (collectively, the "**Veritone Releasees**") with respect to any and all claims, liabilities, causes of action, demands, charges, rights, and damages, costs, attorneys' fees, penalties, and causes of action, of every nature, kind, and description, in law, equity, or otherwise, which have arisen, occurred, or existed at any time prior to the Execution Date, whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may hereafter accrue against any of the Veritone Releasees, including, without limitation: (i) claims that arise out of, or relate to: (a) the transfer of Seller's property to RAC in exchange for the Shares (including, without limitation the shares of capital stock of ROI Media, Inc. and certain intellectual property), and (b) RAC's subsequent merger into Buyer or (c) either of the foregoing and (ii) claims that are asserted, or could be asserted, pursuant to: (a) Bankruptcy Code section 548, (b) Bankruptcy Code section 544 and applicable non-bankruptcy law including, without limitation, the Uniform Fraudulent Transfer Act or the Uniform Fraudulent Conveyance Act (as they may have been adopted in any jurisdiction), or any other statute or rule of common law relating to creditor's rights, and (c) any of the foregoing (collectively, the "**Veritone Released Claims**"). Notwithstanding the foregoing, the Veritone Released Claims shall not include any claims by the Estate pursuant to Bankruptcy Code Section 547 against Ryan Steelberg and Mydung Tran.

1.7 Release of Unknown Claims. It is the intention of the Parties that the release provided for in this Agreement shall be effective as a full and final accord and satisfaction and release of each and every Released Claim. In furtherance of this intention, the Parties, and each of them, acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor**.

Effective as of Buyer's payment of the full amount of the Purchase Price, the Parties, and each of them, hereby waive and relinquish all of the rights and benefits which any of them has, or may have, under Section 1542 of the Civil Code of the State of California (as well as any similar rights and benefits which they may have by virtue of any statute or rule of law in any other state or territory of the United States). The Parties, and each of them, hereby acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of the Released Claims, but that notwithstanding the foregoing, it is their intention hereby, effective upon Buyer's payment of the full amount of the Purchase Price, to fully, finally, completely and forever settle and release each, every and all Released Claims, and that in furtherance of such intention, the releases herein given shall be and remain in effect as full and complete general releases, notwithstanding the discovery or existence of any such additional or different facts.

ARTICLE II.

ASSUMPTION OF LIABILITIES

Buyer shall assume and pay, perform and discharge, as and when due, only the following liabilities and obligations of Seller (collectively, "**Assumed Liabilities"**):

2.1 Liabilities Under Assumed Contracts. All liabilities and obligations of Seller becoming due after the Closing Date pursuant to any Assumed Contracts.

2.2 Permitted Liens. All Permitted Liens.

2.3 Scheduled Liabilities. All liabilities and obligations of Seller set forth onExhibit "E" hereto.

ARTICLE III.

EXCLUDED LIABILITIES

Other than the Assumed Liabilities and Buyer's obligations under Article XV hereof, Buyer shall not assume, pay or perform, nor shall Buyer defend, indemnify or hold harmless Seller, its successors or assigns, from or against, or have any responsibility whatsoever for, any liabilities, debts or obligations of Seller of any nature or description, whether arising in contract, tort or otherwise, whether accrued, absolute, contingent or otherwise, whether asserted before or after the Closing, including, without limitation, any of the following liabilities all of which shall remain the exclusive responsibility of Seller ("**Excluded Liabilities**"):

3.1 Governmental Liabilities. Liabilities of Seller to any Governmental Entity, including, without limitation, for unpaid Taxes of any type or description, or penalties or interest, on account of any Tax, arising by reason of the ownership, use and/or operation of the Purchased Assets prior and up to the Closing, or arising on account of income of Seller.

3.2 Business Liabilities. Liabilities of Seller incurred or arising out of events occurring at or prior to the Closing, including but not limited to, liabilities of Seller to Seller's creditors, lienholders, customers, suppliers, employees, independent contractors, employee benefit plans as defined in the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and trustees of ERISA plans.

3.3 Litigation. Liabilities of Seller resulting from any Action pending prior to the Closing or relating to occurrences or events occurring at or before the Closing, including, without limitation, any pending or threatened Action for unpaid liabilities of Seller or regarding Seller's employment practices.

ARTICLE IV.

RISK OF LOSS

Risk of loss to the Purchased Assets shall not pass to Buyer until the Closing. In the event that any material destruction or damage of any Purchased Assets associated with the Business occurs prior to the Closing, Seller shall provide promptly to Buyer written notice thereof. Within ten (10) days of Seller's giving to Buyer any such notice, Buyer shall elect, by written notice given to Seller, either: (i) to terminate this Agreement in which event this Agreement shall be of no further force or effect, and neither Party shall have any rights against the other Party by reason of

this Agreement or such termination of this Agreement; or (ii) to accept any insurance proceeds otherwise payable to Seller to cover the loss associated with the destruction or damage to the Purchased Assets associated with the Business. Seller agrees to support any modification of this Agreement that has been bargained for and agreed to in good faith by Seller and Buyer as a result of any such destruction or damage of Purchased Assets, and, as needed, to promptly seek Bankruptcy Court approval of such modification.

ARTICLE V.

COVENANTS OF SELLER

Seller hereby covenants and agrees that it will act as follows:

5.1 Seller's Reasonable Efforts to Consummate Agreement. From the Execution Date until the Closing, subject to the terms and conditions of this Agreement, Seller shall use commercially reasonable efforts to take, or cause to be taken, all acts on its part as may be advisable to consummate and to make effective the Transaction.

5.2 Consents of Seller. From the Execution Date until the Closing, Seller shall use commercially reasonable efforts to obtain, or cause to be obtained, all appropriate releases, consents, waivers and approvals as may be advisable to consummate and to make effective the Transaction.

5.3 Transactions Regarding Purchased Assets/Preservation of Purchased Assets From the Execution Date until the Closing, except as may be first approved in writing by Buyer or as is otherwise permitted or contemplated by this Agreement, Seller shall use commercially reasonable efforts to conduct all transactions with respect to the Purchased Assets only in the ordinary course of business consistent with Seller's past practice, and to care for and preserve the Purchased Assets, subject to the constraints associated with Seller's financial distress and the limitations imposed upon Seller by the Bankruptcy Code.

5.4 No Sale of Assets Outside of Ordinary Course of Business. From the Execution Date until the Closing, Seller shall make no sale of Purchased Assets other than in the ordinary course of business consistent with Seller's past practice.

5.5 Access to Information and Premises. From the Execution Date until the Closing, Seller shall afford to representatives of Buyer reasonable access to Seller's premises, upon written prior notice and appointment, for the purposes of inspecting the Purchased Assets and examining the Books and Records and contracts of Seller pertaining to the Purchased Assets; provided, however, that any such inspection shall be conducted in a manner that is not disruptive to the operation of the Business.

5.6 Sale Order. Seller shall use its commercially reasonable efforts to obtain from the Bankruptcy Court an order, in a form mutually acceptable to Seller and Buyer, approving Seller's sale and assignment to Buyer of the Purchased Assets in accordance with the terms of this Agreement ("**Sale Order**"). The Sale Order shall provide, in part, as follows: the Purchased Assets shall be transferred to Buyer free and clear of all Liens (except for the Permitted Liens); any Assumed Contracts shall be assigned to Buyer pursuant to section 365 of the Bankruptcy Code; Buyer is found to be a buyer in good faith within the meaning of section 363(m) of the Bankruptcy Code; and the stay of the effectiveness of the Sale Order pursuant to Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure ("**Federal Bankruptcy Rules**") shall be waived; provided, however, that, if notwithstanding Seller's commercially reasonable efforts, the

Bankruptcy Court does not authorize the assignment to Buyer of an Assumed Contract (including, without limitation, an Intellectual Property Agreement), such lack of assignment of such Assumed Contract shall not constitute a breach of Seller's obligations under this Agreement, but may authorize Buyer to exercise any rights that it may have under Section 11.1 hereof. If an appeal of the Sale Order is filed timely pursuant to Rule 8002 of the Federal Bankruptcy Rules ("**Appeal**"), Seller shall use commercially reasonable efforts to defend such Appeal.

5.7 Confidentiality. Seller acknowledges and agrees that it has had access to or contributed to information and materials of a highly sensitive nature (including Confidential Information) relating to the Purchased Assets. Seller agrees that, unless Seller first obtains the written consent of an authorized officer of Buyer, Seller shall not disclose to any other Person any Confidential Information regarding the Purchased Assets except to the extent that such Person has executed and delivered to Seller a confidentiality agreement in a form reasonably acceptable to Buyer, or such disclosure is required by law or order of any Governmental Entity (in which event Seller shall, to the extent practicable, inform Buyer in advance of any such required disclosure, shall cooperate with Buyer in all reasonable ways in obtaining a protective order or other protection in respect of such required disclosure, and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). Seller shall use all reasonable care to safeguard Confidential Information regarding the Purchased Assets and to protect it against disclosure, misuse, espionage, loss and theft. Promptly after the Closing, Seller shall deliver to Buyer, or shall destroy, all Confidential Information relating to the Purchased Assets in Seller's possession and control, in whatever form or medium. If Buyer requests, Seller shall provide promptly written confirmation and certification that Seller has returned or destroyed all such materials.

5.8 No Covenants Regarding Assignment of Nonassignable Assets. Seller hereby makes no representation, warranty, covenant or agreement to assign to Buyer, and Seller shall not be obligated hereunder to cause to be assigned to Buyer, any Nonassignable Asset.

ARTICLE VI.

COVENANTS OF BUYER

Buyer hereby covenants and agrees that, from the Execution Date until the Closing, it will act as follows:

6.1.1 Buyer's Reasonable Efforts to Consummate Agreement. From the Execution Date until the Closing, subject to the terms and conditions of this Agreement, Buyer shall use commercially reasonable efforts to take, or cause to be taken, all acts on its part as may be advisable to consummate and to make effective the Transaction. Without limiting the generality of the foregoing:

6.1.2 Entry of Sale Order. Buyer shall take promptly such actions as are reasonably requested by Seller or ordered by the Bankruptcy Court to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer under any Assumed Contracts, as required by section 365(b)(1)(C) of the Bankruptcy Code, including, without limitation, furnishing affidavits, non-confidential financial information, confidential information subject to a reasonable form of confidentiality agreement, or other documents or information for filing with the Bankruptcy Court, and shall make its

employees and representatives available to be interviewed by Seller's attorneys and to testify before the Bankruptcy Court in connection with the foregoing.

6.1.3 Objection to Sale Motion. If any party files a written objection to the Sale Motion that, if upheld, would prohibit or otherwise prevent the Closing from occurring pursuant to the terms of this Agreement, Buyer shall use commercially reasonable efforts to have such objection overruled.

6.1.4 Appeal of Sale Order. If any party timely files an Appeal of the Sale Order, Buyer shall use commercially reasonable efforts to defend such Appeal.

6.2 Consents of Buyer. Buyer shall use commercially reasonable efforts to obtain, or cause to be obtained, all appropriate releases, consents, waivers and approvals as may be advisable to consummate and to make effective the Transaction.

ARTICLE VII.

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that:

7.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

7.2 Power and Authority. Subject to the approval of the Bankruptcy Court, Seller has all requisite power and authority to enter into this Agreement and to carry out all of its obligations under this Agreement. The individual who shall execute and deliver this Agreement on behalf of Seller shall have been duly authorized to do so by all requisite action on the part of Seller. Subject to the approval of the Bankruptcy Court, this Agreement is a valid and binding obligation of Seller and is enforceable against Seller, in accordance with the terms of this Agreement.

7.3 Title. Seller is the sole record and beneficial owner of the Purchased Assets and has not transferred, sold encumbered or otherwise assigned the Purchased Assets, or any of them, or any interest therein, nor has Seller entered into any agreement to sell, encumber or otherwise assign the Purchased Assets, or any of them, or any interest therein.

7.4 No Conflicts. Neither the execution nor the performance of this Agreement by Seller will conflict materially with or result in any material violation of or constitute any material default under (i) Seller's Organizational Documents; (ii) any Assumed Contract; (iii) any statute, law, rule or regulation of any Governmental Entity; or (iv) any material stipulation, judgment, writ, injunction, decree or order of any court or other Governmental Entity relating to Seller.

7.5 No Brokers or Finders. Except only for GlassRatner Advisory & Capital Group, LLC, no person or entity has, or as a result of the Transaction will have, as a result of any commitment of Seller, any right, interest or valid claim for any commission, fee or other compensation as a broker, finder or attorney or for acting in any similar capacity.

7.6 Pending Actions. To the best of Seller's knowledge, there are no Actions pending or threatened against or affecting Seller that might reasonably be expected to affect Seller's ability to consummate this Agreement, and Seller is not aware of any circumstances that might result in any such Action.

7.7 Consents. Except for the entry of the Sale Order, any consents that may be required in connection with an assignment to Buyer of an Assumed Contract, and as otherwise provided by

this Agreement, no consent, approval, authorization, permit, order, filing, registration or qualification of or with any court, Governmental Entity or third person is required to be obtained by Seller in connection with the execution and delivery by Seller of this Agreement or the consummation by Seller of the Transaction.

7.8 No Other Representations. Except as set forth expressly to the contrary in this Article VII, Seller hereby makes no representation or warranty, expressed or implied, to Buyer and hereby disclaims any representation or warranty, express or implied, with respect to the Business, the Purchased Assets, or any other matter, including any representation or warranty as to merchantability or fitness for a particular purpose of the Purchased Assets or as to the future results of the Business. Without limiting the generality of the foregoing, Buyer hereby acknowledges and agrees that it is purchasing the Purchased Assets on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis. Without limiting the generality of the foregoing, Seller makes no representation or warranty of any nature whatsoever regarding any claims or causes of action that may be Purchased Assets hereunder, including, without limitation, any representation or warranty regarding the validity or value thereof.

ARTICLE VIII.

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants that:

8.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

8.2 Power and Authority. Buyer has all requisite power and authority to enter into this Agreement and to carry out all of its obligations under this Agreement. The individual who shall execute and deliver this Agreement on behalf of Buyer shall have been duly authorized to do so by all requisite action on the part of Buyer. Subject to the approval of the Bankruptcy Court, this Agreement is a valid and binding obligation of Buyer and is enforceable against Buyer, in accordance with the terms of this Agreement.

8.3 No Conflicts. Neither the execution nor the performance of this Agreement by Buyer will conflict materially with or result in any material violation of or constitute a material default under: (i) Buyer's organizational documents; (ii) any material arrangement, agreement, mortgage, indenture, license, permit, lease, instrument or other Contract to which Buyer is a party or by which Buyer is bound; (iii) any statute, law, rule or regulation of any Governmental Entity; or (iv) any material stipulation, judgment, writ, injunction, decree or order of any court or other Governmental Entity relating to Buyer.

8.4 No Brokers or Finders. No person or entity has, or as a result of the Transaction will have, as a result of any commitment of Buyer, any right, interest or valid claim against Seller for any commission, fee or other compensation as a broker, finder or attorney or for acting in any similar capacity.

8.5 Pending Actions. To the best of Buyer's knowledge, there are no Actions pending or threatened against or affecting Buyer that might reasonably be expected to affect Buyer's ability to consummate this Agreement, and Buyer is not aware of any circumstances that might result in any such Action.

8.6 Consents. Except for the entry of the Sale Order, no consent, approval, authorization, permit, order, filing, registration or qualification of or with any court, Governmental Entity or third person is required to be obtained by Buyer in connection with the execution and delivery by Buyer of this Agreement or the consummation by Buyer of the Transaction.

8.7 Buyer's Investigation. Buyer has made such investigation as it has deemed appropriate in connection with the decision to enter into this Agreement. Buyer has had the opportunity to inspect the Purchased Assets, visit with Seller and meet with Seller's representatives to discuss the Business. Buyer is relying on the results of such investigation and the advice of its own advisors and has not relied upon any statement or representation made by Seller or any director, officer, employee, agent, representative, attorney, accountant, or affiliate of Seller, other than the covenants, representations and warranties of Seller set forth in this Agreement.

8.8 Buyer's Financial Condition.

8.8.1 Solvency. As of the Closing Date and immediately after consummating the Transaction contemplated by this Agreement, Buyer will not (i) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the fair value of its assets will be less than the amount required to pay its probable liabilities as they become due and payable), (ii) have unreasonably small capital with which to engage in its business, or (iii) have incurred or planned to incur debts beyond its ability to repay such debts as they mature.

8.8.2 Availability of Funds. As of the Closing, Buyer will have cash and working capital available to Buyer that will be sufficient to enable Buyer to pay the Purchase Price and any other amounts required hereunder and to consummate the Transaction contemplated hereby. Buyer acknowledges that its obligation to consummate this Agreement and the Transaction contemplated hereby is not subject to any financing contingency.

ARTICLE IX.

CLOSING OF THE TRANSACTION

9.1 The Closing. Unless this Agreement has been terminated pursuant to Section 13.1 of this Agreement, the closing of the Transaction contemplated by this Agreement ("**Closing**") shall be held within two (2) business days after the satisfaction of all conditions set forth in Sections 11.1 and 11.2 hereof, or on such other date as Buyer and Seller mutually agree in writing ("**Closing Date**"). The Closing shall take place at the law office of Winthrop Couchot Professional Corporation, or at such other location as Buyer and Seller mutually agree in writing.

9.2 Seller's Obligations at Closing. At the Closing, Seller shall take the following acts:

9.2.1 Possession of the Purchased Assets. Seller shall relinquish and deliver to Buyer immediate possession of the Purchased Assets.

9.2.2 Closing Documents from Seller. Seller shall execute and deliver to Buyer the following documents: (i) a Bill of Sale in substantially the form ofExhibit "G" hereto ("**Bill of Sale**"); (ii) the stock assignments separate from certificate to give effect to the transfer of the Shares to Buyer, in substantially the form ofExhibit "G"; (iii) Stock Certificates C-12 and PA-1-9 evidencing the Shares; and (iv) such other documents as may be reasonably requested by Buyer in connection with the consummation of the Transaction.

9.3 Buyer's Obligations at Closing. At the Closing, Buyer shall take the following acts:

9.3.1 Payment of Purchase Price. Buyer shall authorize the Purchase Deposit to be released and delivered to Seller, and shall pay to Seller the Closing Date Cash Payment.

9.3.2 Closing Documents from Buyer. Buyer shall execute and deliver to Seller the following documents: (i) copies, certified by the appropriate governmental official of the state in which Buyer is organized, of Buyer's organizational documents, and all amendments thereto; (ii) a certificate, satisfactory to Seller, relating to Buyer's having taken all acts under its organizational documents appropriate for authorizing the Transaction; and (iii) such other documents as may be reasonably requested by Seller in connection with the consummation of the Transaction.

9.4 Effectiveness of Agreement. This Agreement, and all of the terms and conditions hereof, shall be effective and binding upon the Parties upon the satisfaction or waiver of the conditions set forth in Sections 11.1 and 11.2 hereof; provided, however, that the following provisions of this Agreement shall be effective upon the Execution Date: Article IV; Article V; Article VI; Article VII; Article VIII; Article XI; Article XIII and Article XVI.

ARTICLE X.

DELIVERY AND CONDITION OF THE PURCHASED ASSETS

10.1 Transfer of Purchased Assets. Immediately as of the Closing, Seller shall be deemed to have fully and completely transferred to Buyer all of Seller's rights, title and interests, if any, in, as well as possession, custody and control of, the Purchased Assets. Seller shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Purchased Assets from and after the Closing. Without limiting the generality of the foregoing, in accordance with the provisions of section 365(k) of the Bankruptcy Code, Seller shall have no liability arising from and after the Closing pursuant to any Assumed Contracts.

10.2 As Is, Where Is. Buyer acknowledges and agrees that it is purchasing, and shall take possession of, the Purchased Assets in their "AS IS, WHERE IS" and "WITH ALL FAULTS" condition and that it has previously been given the opportunity to conduct, and has conducted, such investigations and inspections of the Purchased Assets as it has deemed necessary or appropriate for the purposes of this Agreement.

10.3 No Warranties Regarding Purchased Assets. OTHER THAN AS EXPLICITLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, STATEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE CONDITION, QUANTITY OR QUALITY OF ANY OR ALL OF THE PURCHASED ASSETS OR CONCERNING THE PAST, PRESENT OR FUTURE PROFITABILITY OR VIABILITY OF THE BUSINESS, AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED HEREBY BY SELLER.

ARTICLE XI.

CONDITIONS PRECEDENT TO CLOSING

11.1 Buyer's Conditions to Closing. The obligation of Buyer to proceed with the Closing of this Agreement is subject to the satisfaction of all of the conditions set forth in this Section 11.1.

11.1.1 Title to Purchased Assets. In accordance with the provisions of the Sale Order, title to the Purchased Assets shall be delivered to Buyer at the Closing free and clear of all Liens, except only for any Permitted Liens, and any Assumed Contracts listed on Exhibit "B" hereto, shall be assigned to Buyer.

11.1.2 Bill of Sale. Buyer shall have received the Bill of Sale, in a form materially the same as that set forth inExhibit "G" hereto, or otherwise in a form acceptable to Buyer and to its counsel.

11.1.3 Stock Powers. Buyer shall have received a form of stock assignment separate from certificate to give effect to the transfer of the Shares to Buyer, in a form reasonably acceptable to Buyer.

11.1.4 No Proceedings Adverse to Buyer. On the Closing Date, other than an appeal from the Sale Order, no Action including any Action of a Governmental Entity, shall be pending before any court, regulatory entity or other Governmental Entity that seeks to restrain or to prohibit the consummation of the Transaction, or to obtain from Buyer damages or other material relief in connection with this Agreement or the consummation of the Transaction.

11.1.5 Seller's Covenants, Agreements and Conditions. Seller shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions that it is required by this Agreement to perform, satisfy or comply with, before or at the Closing.

11.1.6 Seller's Representations and Warranties. All representations and warranties made by Seller pursuant to this Agreement shall be true in all material respects as of the Closing Date as though such representations and warranties were made on and as of that date.

11.1.7 Seller's Authorization. The execution and delivery of this Agreement by Seller, and the performance of Seller's covenants and obligations under this Agreement, shall have been duly authorized by all necessary action by Seller, and Buyer shall have received copies of all resolutions pertaining to that authorization.

11.1.8 Sale Order Acceptable to Buyer. The Bankruptcy Court shall have entered the Sale Order on terms acceptable to Buyer, which acceptance shall not be unreasonably withheld by Buyer, and no Appeal or motion for reconsideration of the Sale Order is filed timely pursuant to the Federal Bankruptcy Rules, or if an Appeal or motion for reconsideration is filed timely, an order has been entered denying any motion for reconsideration that may have been filed and no stay of the Sale Order or order denying a motion for reconsideration of the Sale order ("**Stay**") is issued pending resolution of the Appeal. Absent a Stay, the lack of any pending Appeal of the Sale Order shall not be a

condition of the Closing, provided that the Bankruptcy Court makes a finding that Buyer is a buyer in good faith within the meaning of section 363(m) of the Bankruptcy Code.

11.1.9 No Material Adverse Effect. There shall not have occurred any Material Adverse Effect from and after the Execution Date.

11.2 Seller's Conditions to Closing. The obligations of Seller to proceed with the Closing of this Agreement are subject to the satisfaction of all of the conditions set forth in this Section 11.2.

11.2.1 No Proceedings Adverse to Seller. On the Closing Date, other than an appeal from the Sale Order, no Action, including any Action of a Governmental Entity, shall be pending before any court, regulatory entity or other Governmental Entity that seeks to restrain or to prohibit the consummation of the Transaction, or to obtain from Seller damages or other material relief in connection with this Agreement or the consummation of the Transaction.

11.2.2 Buyer's Covenants, Agreements and Conditions. Buyer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions that it is required by this Agreement to perform, satisfy or comply with, before or at the Closing, including, without limitation, payment of the Purchase Price.

11.2.3 Buyer's Representations and Warranties. All representations and warranties made by Buyer pursuant to this Agreement shall be true in all material respects as of the Closing Date as though such representations and warranties were made on and as of that date.

11.2.4 Buyer's Authorization. The execution and delivery of this Agreement by Buyer, and the performance of Buyer's covenants and obligations under this Agreement, shall have been duly authorized by all necessary action by Buyer, and Seller shall have received copies of all resolutions pertaining to that authorization.

11.2.5 Sale Order Acceptable to Seller. The Bankruptcy Court shall have entered the Sale Order on terms acceptable to Seller, which acceptance shall not be unreasonably withheld by Seller, and no Appeal is filed timely, or if an Appeal is filed timely, no Stay is issued pending the resolution of the Appeal. Absent a Stay, the lack of any pending Appeal of the Sale Order shall not be a condition to the Closing.

11.3 Waiver of Conditions. Any or all of the foregoing conditions may be waived in whole or in part by a prior writing executed by the Party on whose behalf such condition is included herein.

11.4 Buyer's Obtaining Nonassignable Assets. Buyer hereby acknowledges and agrees that (i) Seller hereby makes no representation or warranty of any nature whatsoever regarding Seller's ability to transfer and assign to Buyer any interest of Seller in any Nonassignable Asset, and (ii) Buyer's obtaining an assignment of Seller's interest under any such Nonassignable Asset is not a condition to Buyer's obligation to proceed with the Closing of the Transaction.

11.5 Buyer's Obtaining Financing. Buyer hereby acknowledges and agrees that Buyer's obtaining financing to fund the payment of all or a portion of the Purchase Price is not a condition to Buyer's obligation to proceed with the Closing of the Transaction.

ARTICLE XII.

EMPLOYEES

Upon written request made by Buyer, on or as soon as practicable after the Execution Date, Buyer shall provide to Seller a list of all employees of Seller whom Buyer desires to employ. Buyer may interview such employees during normal business hours of Seller, after given reasonable prior written notice to Seller, and without causing any disruption to the operation of the Business. Seller hereby makes no representation or warranty of any nature whatsoever regarding whether any such employees of Seller whom Buyer desires to employ will agree to be employed by Buyer or regarding the terms and conditions of any such employment. Buyer shall have no obligation to employ, after the Closing Date, any employee of Seller.

ARTICLE XIII.

TERMINATION OF THIS AGREEMENT

13.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

13.1.1 Buyer's Termination of Agreement Under Article IV. By Buyer, at its option, if Buyer elects to terminate this Agreement in accordance with the provisions of Article IV hereof.

13.1.2 Breach by Seller. By Buyer, at its option, if there is a material breach by Seller of any representation or warranty of Seller set forth herein or any covenant or agreement to be complied with or performed by Seller pursuant to the terms of this Agreement, or a failure by Seller to satisfy a condition set forth in Section 11.1 hereof (and such condition is not waived in writing by Buyer), or the occurrence of any event which results or would result in the failure of a condition set forth in Section 11.1 hereof.

13.1.3 Breach by Buyer. By Seller, at its option, if there is a material breach by Buyer of any representation or warranty of Buyer set forth herein or of any covenant or agreement to be complied with or performed by Buyer pursuant to the terms of this Agreement, or a failure by Buyer to satisfy a condition set forth in Section 11.2 hereof (and such condition is not waived in writing by Seller), or the occurrence of any event which results or would result in the failure of a condition set forth in Section 11.2 hereof, including, without limitation, Buyer's failure to pay timely the Purchase Price.

13.1.4 Mutual Consent. By mutual written consent of Buyer and Seller.

13.1.5 Order Restraining Consummation of Transaction. By either Buyer or Seller, if a court of competent jurisdiction or other Governmental Entity shall have issued a non-appealable final order, decree or ruling or taken any other action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Transaction, except, if the Party relying on such order, decree or ruling or other action has not complied with its obligations with respect thereto under this Agreement.

13.1.6 Alternate Transaction. By Buyer or Seller, if pursuant to the Sale Order, the Bankruptcy Court approves another transaction regarding a sale of the Purchased Assets (or any significant portion thereof), or another similar acquisition of the Business, and such transaction thereafter closes ("**Alternate Transaction**"). Buyer hereby acknowledges and

agrees that no "break-up fee" or other fee or payment shall be payable to Buyer as a result of or in connection with the Closing of any Alternate Transaction.

13.2 Effect of Termination. In the event of any termination of this Agreement as permitted by Section 13.1 hereof, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Party under or by reason of this Agreement or the Transaction contemplated hereby, except for any breach of this Agreement occurring prior to or as a result of a termination of this Agreement, and except that Seller shall return to Buyer the Purchase Deposit, and each Party shall redeliver to the other Party all documents, work papers, and other materials of the other Party relating to the Transaction contemplated hereby, whether obtained by such Party before or after the execution hereof. Any termination of this Agreement shall not relieve any defaulting or breaching Party from any liability to the other Party as a result of such breach or default under this Agreement. In the event of any termination of this Agreement, any non-defaulting and non-breaching Party shall reserve all rights and remedies available under applicable law to such Party as a consequence of the other Party's breach or default under this Agreement; without limiting the generality of the foregoing, in the event of any breach or default by Buyer of any of its agreements, commitments, representations, warranties, covenants or obligations hereunder, Seller shall have the right to retain the Purchase Deposit and to pursue against Buyer all additional rights and remedies of Seller.

13.3 Extension; Waiver. At any time prior to the Closing Date, Buyer or Seller may (i) extend the time for the performance for its behalf of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties given by the other Party herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions contained for its behalf herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party.

13.4 Notice of Termination. Any Party terminating this Agreement pursuant to Section 13.1 hereof shall give immediate written notice of such termination to the other Party at the addresses to which notices must be provided pursuant to Section 16.13 hereof, specifying in the notice the provision of this Agreement pursuant to which the termination is made.

ARTICLE XIV.

SELLER'S OBLIGATIONS AFTER CLOSING

14.1 Seller's Further Assurances. Within thirty (30) days after the Closing, Seller shall cooperate fully with Buyer in the performance of this Agreement, without material expense to Seller, and shall execute such additional agreements, documents and instruments as may reasonably be required to carry out the intent of the Parties with respect to this Agreement. Seller shall have no further obligations hereunder to Buyer after thirty (30) days after the Closing.

ARTICLE XV.

BUYER'S OBLIGATIONS AFTER CLOSING

15.1 Proration. Buyer shall pay timely, from and after the Closing Date, all Assumed Liabilities and Buyer's portion, prorated as of the Closing Date, of Taxes and fees assessed against the Purchased Assets and all other costs, charges and expenses affecting the Purchased Assets arising from and after the Closing.

15.2 Buyer's Further Assurances. After the Closing, Buyer shall cooperate fully with Seller in the performance of this Agreement, and shall execute such additional agreements, documents or instruments as may be reasonably appropriate to carry out the intent of the Parties with respect to this Agreement.

15.3 Buyer's Indemnity. Buyer shall indemnify and hold harmless Seller and its officers, directors, shareholders, employees, principals, agents, attorneys and representatives (including, without limitation, the Examiner appointed in the Bankruptcy Case, Edward M. Wolkowitz) against, and in respect of, any and all claims, losses, expenses, costs, obligations, and liabilities (including, without limitation, any interest, penalties, charges, legal fees and costs and accountants' fees and costs) (collectively, **"Losses"**) incurred by any of them in connection with and in defending against any such Losses by reason of any of the following: (i) Buyer's breach, after the Closing Date, of any of its agreements, commitments, representations, warranties, covenants or obligations in this Agreement; (ii) the ownership and operation of any of the Purchased Assets at any time after the Closing; (iii) the Assumed Liabilities.

ARTICLE XVI.

MISCELLANEOUS

16.1 Modification. This Agreement may not be modified or amended, except by an instrument in writing signed by both of the Parties.

16.2 Waiver. Acceptance by a Party of any performance less than required hereunder shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

16.3 Counterparts; Facsimile or Electronic Signature. This Agreement may be signed in any number of counterparts with the same effect as if the signatures appeared on the same instrument, and all signed counterparts shall be deemed to be an original. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original.

16.4 Authorized Execution. Each individual executing this Agreement on behalf of a Party represents and warrants that (i) he is authorized to execute this Agreement for such Party, and (ii) such Party shall be bound in all respects hereby.

16.5 Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees and costs arising from or related to the negotiation and execution of this Agreement. In the event of any Action to enforce, modify, interpret, construe, invalidate, rescind, or set aside any term or provision of this Agreement, however, the prevailing Party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees and costs, incurred as a result of such Action, including any appeals resulting therefrom.

16.6 Governing Law; Choice of Forum. This Agreement shall be construed and enforced according to the laws of the State of California, without reference to conflicts of law principles. Any Action brought to enforce, modify, interpret, construe, invalidate, rescind or set aside any of the terms or provisions of this Agreement may be brought only in the Bankruptcy Court (subject only to the right of appeal). Each of the Parties hereby consents to the exclusive jurisdiction of the Bankruptcy Court to enforce the provisions of this Agreement and for all such matters, and hereby waives any objection that it may have to such jurisdiction. Notwithstanding the

foregoing, in the event that the Bankruptcy Case should be closed or dismissed, any Action to enforce, modify, interpret, construe, invalidate, rescind or set aside any of the terms or provisions of this Agreement shall be brought only in the state courts of California sitting in Orange County, California.

16.7 Severability. If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.

16.8 Free and Voluntary Act. The Parties hereby acknowledge and agree that they have read carefully this Agreement, know the contents thereof, have discussed them with legal counsel or have decided not to consult with legal counsel, and sign the same of their own free and voluntary act with the intent to be legally bound thereby.

16.9 No Construction against any Party; Headings for Convenience Only. The Parties have cooperated in the drafting and preparation of this Agreement. In any construction of this Agreement, or of any of its terms and provisions, the same shall not be construed against either Party. All headings in this Agreement are inserted for convenience of reference only, and shall not affect the construction or interpretation hereof.

16.10 Reliance on Representations. Each Party specifically acknowledges that it has not relied on any statement, representation, or promise of the other Party or of any of the other Party's agents, employees, attorneys, or representatives, in executing this Agreement, except as expressly set forth herein.

16.11 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter of this Agreement. No other promises or agreements shall be binding upon the Parties with respect to this subject matter unless contained in this Agreement or separately agreed to in writing and signed by an authorized representative of each Party.

16.12 Bankruptcy Court Approval. Each Party shall take any and all acts, and execute any and all further documents, that may be reasonably necessary or appropriate to obtain Bankruptcy Court approval of this Agreement.

16.13 Notices. All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be delivered by facsimile,e-mail transmission, or in person, or mailed by first class registered or certified mail, as follows:

If Directed to Seller:

Brand Affinity Technologies, Inc.
5001 Birch Street, Suite 29
Newport Beach, CA
Attn: Mydung Tran
Tel.: (949) 612-9533
Fax: (949) 242-7985
Email: mydung@brandaffinity.net

and

Edward M. Wolkowitz
Levene, Neale, Bender, Yoo & Brill LLP
800 South Figueroa Street, Suite 1260
Los Angeles, CA 90017
Tel.: (310) 229-1234
Fax: (310) 861-1992
Email: EMW@lnbyb.com

With a copy to:

Winthrop Couchot Professional Corporation
660 Newport Center Drive #400
Newport Beach, CA 92660
Attn: Robert E. Opera, Esq.
Tel.: (949) 720-4130
Fax: (949) 720-4111

If directed to Buyer:

Veritone, Inc.
3366 Via Lido
Newport Beach, California 92663
Attn: John M. Markovich, Chief Financial Officer
Tel.: (858) 945-4611
Email: jmarkovich@veritone.com

With a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, California 92626
Attn: Ellen S. Bancroft
Tel.: (949) 399-7000

If delivered by facsimile, by e–mail transmission, or personally, the date on which the notice, request, demand or other communication is delivered, and a copy thereof is sent by first class mail, postage prepaid, addressed to the addresses required by this Section 16.13, shall be the date on which such delivery is made. If such notice, request, demand or other communication is delivered by first class mail, the date on which such notice, request, demand or other communication is received shall be the date of delivery. A Party may designate in writing a different address to which any notice, request, demand or other communication is to be given hereunder to such Party. Telephone numbers are listed for convenience purposes only and not for the purpose of giving notice pursuant to this Agreement.

16.14 Interpretation. Wherever in this Agreement the context so requires, reference to the neuter, masculine or feminine shall be deemed to include each of the others, and reference to either the singular or the plural shall be deemed to include the other.

16.15 Further Assurances. Except as set forth expressly to the contrary in this Agreement, each Party, at the request of the other Party, shall execute and deliver to the requesting Party all such further documents, and shall take such further acts, as may be reasonably necessary or appropriate in order to confirm or carry out the provisions of this Agreement.

16.16 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

16.17 Survival. Except as set forth expressly to the contrary in Section 5.7, Article XIV and Article XV hereof, the representations, warranties and covenants contained herein shall not survive the Closing.

16.18 Time of Essence. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

16.19 Parties in Interest. Other than as provided in Articles 1.6 and 1.7, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and any of their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation of any third persons to a Party, nor shall any provision hereof give any third persons any right of subrogation or action over against a Party.

16.20 Schedules and Exhibits. All schedules and exhibits are a part of this Agreement as if fully set forth herein. All references to sections, articles, schedules and exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Disclosure of any fact or item in any exhibit hereto referenced by a particular section in this Agreement shall, should the existence of the fact or item of its contents be relevant to any other section, be deemed to be disclosed with respect to that other section whether or not an explicit cross-reference thereto appears. Any reference in this Agreement to an exhibit, schedule or to another document means such exhibit, schedule or other document as it has been, or may be, amended, modified, restated or supplemented as of the Closing, and any such exhibit, schedule or other document shall be deemed to be included in this Agreement regardless of when it is prepared or attached hereto.

16.21 Solicitation. Buyer hereby acknowledges and agrees that Seller and its representatives, consistent with Seller's duties as debtor-in-possession in the Bankruptcy Case, shall have the right to enter into, solicit, initiate or continue any discussions or negotiations with, and/or encourage or respond to any inquiries or proposals by, or participate in any negotiations with or provide any information to, or otherwise cooperate in any manner with, any person or entity other than Buyer and its representatives concerning any sale of all or any portion of the Purchased Assets, or of any shares of stock of Seller, or any merger, consolidation or similar transaction involving Seller.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SELLER:
BRAND AFFINITY TECHNOLOGIES, INC.

/s/ Mydung Tran
By: Mydung Tran
Its: Chief Financial Officer

/s/ Edward M. Wolkowitz
Edward M. Wolkowitz, solely in his capacity as Examiner of Brand Affinity Technologies, Inc.

BUYER:
VERITONE, INC.

By: /s/ John M. Markovich
John M. Markovich,
Chief Financial Officer

Appendix

The definitions of the capitalized terms used in this Agreement shall be as follows:

"**Accounts Receivable**" has the meaning set forth in Section 1.2.2 of this Agreement.

"**Action**" means any action, arbitration, cause of action, charge, claim, complaint, demand, grievance, hearing, inquiry, investigation, prosecution, proceeding or suit by or before any Governmental Entity or before any arbitrator, including, without limitation, any adversary proceeding filed in the Bankruptcy Court.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Alternate Transaction**" has the meaning set forth in Section 13.1.7 of this Agreement.

"**Appeal**" has the meaning set forth in Section 5.6 of this Agreement.

"**Assumed Contracts**" has the meaning set forth in Section 1.2.6 of this Agreement.

"**Assumed Liabilities**" has the meaning set forth in Article II of this Agreement.

"**Bankruptcy Case**" has the meaning set forth in Recital A to this Agreement.

"**Bankruptcy Court**" has the meaning set forth in Recital A to this Agreement.

"**Bill of Sale**" has the meaning set forth in Section 9.2.2 of this Agreement.

"**Books and Records**" means all books and records of Seller, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research, client files maintained by Seller's attorneys that relate to the Business, the Purchased Assets or the Assumed Liabilities, and files and records relating to any Owned IP and the Intellectual Property Agreements being sold, assigned, transferred or conveyed to Buyer; provided, however, that the foregoing shall not include any personnel records or other information which Seller, in the exercise of its sole and absolute discretion, determines that it may not disclose to Buyer under applicable law.

"**Business**" has the meaning set forth in Recital B to this Agreement.

"**Business Day**" means each day of the week except Saturdays, Sundays and days on which banking institutions are authorized by law to close in the State of California.

"**Buyer**" has the meaning set forth in the preamble to this Agreement.

"**Cash Consideration**" means $1,419,000.00.

"**Closing**" has the meaning set forth in Section 9.1 of this Agreement.

"**Closing Date**" has the meaning set forth in Section 9.1 of this Agreement.

"**Closing Date Cash Payment**" has the meaning set forth in Section 1.4.2 of this Agreement.

"**Confidential Information**" means all information (whether or not specifically identified as confidential), in any form or medium, that is disclosed to, or developed or learned by, Seller or that relates to the business, products, services or research of Seller or including, without limitation: (a) internal business information of Seller (including, without limitation, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (b) identities of, individual requirements of, specific contractual arrangements with, and information about, Seller and its customers and their respective confidential information; (c) any confidential or proprietary information of any third party that Seller has a duty to maintain confidentiality of, or use only for certain limited purposes; (d) industry research compiled by, or on behalf of Seller, including, without limitation, identities of potential target companies, management teams, and transaction sources identified by, or on behalf of, Seller; (e) compilations of data and analyses, processes, methods, track and performance records, data and data bases relating thereto; and (f) information related to Intellectual Property of Seller and updates of any of the foregoing; provided, however, that "Confidential Information" shall not include any information that Buyer can demonstrate has become generally known to and widely available for use within Seller's industry other than as a result of the acts or omissions of Buyer or a Person that Buyer has direct control over to the extent such acts or omissions are not authorized by Seller.

"**Contract**" means any agreement, contract, instrument, commitment, lease, guaranty, mortgage, deed of trust, permit, indenture, license, or other arrangement or understanding (and all amendments, side letters, modifications and supplements thereto) between parties or by one party in favor of another party, whether written or oral.

"**ERISA**" has the meaning set forth in Section 3.2 of this Agreement.

"**Excluded Assets**" has the meaning set forth in Section 1.2 of this Agreement.

"**Excluded Liabilities**" has the meaning set forth in Article III of this Agreement.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Federal Bankruptcy Rules**" has the meaning set forth in Section 5.6 of this Agreement.

"**Governmental Entity**" means any (a) province, region, state, territory, county, city, town, village, district or other jurisdiction; (b) federal, provincial, regional, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, department or other entity and any court or other tribunal including the Bankruptcy Court); (d) multinational organization; (e) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature; or (f) official of any of the foregoing.

"**Infringe**" means infringe, dilute, tarnish, pass off, conduct an act of unfair competition with respect to, misappropriate, cybersquat with respect to, or otherwise violate any Intellectual Property right. The foregoing definition applies to any verbal variations of Infringe used in this Agreement, including Infringing and Infringed.

"**Infringement**" means any infringement of, dilution of, tarnishment of, passing off of, acts of unfair competition with respect to, misappropriation of, cybersquatting with respect to, or other violation of any Intellectual Property right.

"**Intellectual Property**" means all domestic and foreign intellectual property and proprietary rights including, but not limited to: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, and all reissues, reexaminations, continuations in whole or in part, and rights in respect of utility models; (b) all Marks (whether or not registered), and all applications and registrations in connection therewith; (c) all copyrights and copyrightable works (whether or not published), and all website content, and all applications and registrations in connection therewith; (d) all mask works, industrial designs and protectible designs, and all applications and registrations in connection therewith; (e) all trade secrets and, whether or not confidential, all business information (including ideas, concepts, research and development information, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals); (f) all Software; (g) all data, databases and data collections, including customer and website visitor data and information, email addresses and other personally identifiable information; and (h) all internet domain names.

"**Intellectual Property Agreements**" means all licenses, sublicenses, covenants not to sue, non-assertion agreements, co-existence agreements, first or last rights of refusal, first or last rights of negotiation, options, rights to purchase or license, escrow agreements, or other Contracts relating to the development, ownership, transfer, licensing or use of any Intellectual Property.

The term "**knowledge**" means, with respect to any Person, the actual knowledge after reasonable inquiry of any director, governing body member or executive officer of such Person.

"**Lien**" means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge, encumbrance or other similar arrangement or interest in real or personal property.

"**Losses**" has the meaning set forth in Section 15.4 of this Agreement.

"**Mark**" means any trademark, service mark, trade dress, logo, slogan, brand name, trade name, corporate name or other indicia of origin.

"**Material Adverse Effecf**" means any change, event, occurrence or circumstance that, individually or in the aggregate with all other changes, events, occurrences and circumstances, results in, or could reasonably be expected to result in, a material adverse effect on the Purchased Assets or on

the ability of Buyer or Seller to perform their respective obligations hereunder or to consummate the Transaction.

"**Nonassignable Asset**" has the meaning set forth in Section 1.2.6 of this Agreement.

The term "**ordinary course of business**" means the ordinary course of business consistent with past custom and practice, including as to frequency and amount.

"**Organizational Documents**" has the meaning set forth in Section 1.2.1 of this Agreement.

"**Owned IP**" means all Intellectual Property that Seller owns.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Party**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Liens**" means the following: liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice, which are not, individually or in the aggregate, material to the Purchased Assets

"**Person**" has the meaning set forth by section 101(41) of the Bankruptcy Code.

"**Petition Date**" has the meaning set forth in Recital A to this Agreement.

"**Purchased Assets**" has the meaning set forth in Section 1.1 of this Agreement.

"**Purchase Deposit**" has the meaning set forth in Section 1.4.1 of this Agreement.

"**Sale Order**" has the meaning set forth in Section 5.6 of this Agreement.

"**Seller**" has the meaning set forth in the preamble to this Agreement.

"**Shares**" has the meaning set forth on Exhibit "A" hereto.

"**Software**" means (a) software, firmware, middleware and computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code, executable code or binary code, (b) descriptions, flow-charts and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, and (c) all documentation, including programmers' notes and source code annotations, user manuals and training materials relating to any of the foregoing, including any translations thereof.

"**Stay**" has the meaning set forth in Section 11.1.7 of this Agreement.

"**Tax**" means any federal, state, local, or foreign income, gross receipts, license; payroll, employment, excise, severance, escheatment, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, branch, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add on minimum, estimated, or other tax, levy, impost,

deduction, charge, compulsory loan, withholding or duty of any kind whatsoever, including any interest, penalty, charge, fine or fee, or addition thereto, whether disputed or not, and any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person.

"**Transaction**" has the meaning set forth in Recital C to this Agreement.

EXHIBIT "A"

PURCHASED ASSETS

(Section 1.1)

1. All of Seller's right, title and interest in any shares of capital stock in Veritone, Inc., a Delaware corporation or its predecessor, ROIM Acquisition Corporation, (collectively, the "**Shares**") including but not limited to the following: (i) 852,030 shares of Common Stock of Veritone, Inc.; and (ii) 1,704,060 shares of Series A-1 Preferred Stock of Veritone, Inc.

2.` All of Seller's rights under that certain Right of First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 by and among Veritone, Inc., certain existing holders of capital stock of Veritone, Inc. and certain new investors in Veritone, Inc.

EXHIBIT "B"

ASSUMED CONTRACTS

(Section 1.2.6)

None.

EXHIBIT "C"

PURCHASED CLAIMS AND CAUSES OF ACTION

(Section 1.2.9)

None.

EXHIBIT "D"

ASSETS SCHEDULED FOR EXCLUSION

(Section 1.2.11)

None.

EXHIBIT "E"

SCHEDULED ASSUMED LIABILITIES

(Section 2.3)

None.

EXHIBIT "F"

OWNED IP

(Section 7.7.1)

None.

[SELLER DISCLOSES THAT:

(1) CBS INTERACTIVE, INC. ("CBS") HAS ASSERTED IN THE LIGHTBOURNE ACTION CLAIMS THAT SELLER HAS INFRINGED RIGHTS OF CBS, AND HAS MADE DEMANDS THAT SELLER INDEMNIFY CBS

(2) SELLER HAS AGREED TO INDEMNIFY CERTAIN CUSTOMERS WITH RESPECT TO CLAIMS OF INFRINGEMENT IN CONNECTION WITH SERVICES PROVIDED BY SELLER TO SUCH CUSTOMERS.]

EXHIBIT "G"

FORM OF BILL OF SALE AND STOCK POWERS

(Section 9.2.2)

[Bill of Sale to be provided]

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned, Brand Affinity Technologies, Inc. and its bankruptcy estate, do hereby assign and transfer unto Veritone, Inc., a Delaware corporation (the "***Company***"), Eight Hundred Fifty-Two Thousand Thirty (852,030) shares of the Company's Common Stock, standing in his name on the books of the Company represented by Certificate Number C-12 herewith; and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact to transfer said shares on the books of the Company with full power of substitution in the premises.

Dated: _____, 2015

BRAND AFFINITY TECHNOLOGIES, INC.

By: _____
Print Name: _____
Title _____

/s/ Edward M. Wolkowitz
Edward M. Wolkowitz,
solely in his capacity as Examiner
of Brand Affinity Technologies, Inc.

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned, Brand Affinity Technologies, Inc. and its bankruptcy estate, do hereby assign and transfer unto Veritone, Inc., a Delaware corporation (the "***Company***"), One Million Seven Hundred Four Thousand Sixty (1,704,060) shares of the - Company's Series A-1 Preferred Stock, standing in his name on the books of the Company represented by Certificate Number PA-1-9 herewith; and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact to transfer said shares on the books of the Company with full power of substitution in the premises.

Dated: _____, 2015

BRAND AFFINITY TECHNOLOGIES, INC.

By: _____
Print Name: _____
Title _____

/s/ Edward M. Wolkowitz
Edward M. Wolkowitz,
solely in his capacity as Examiner
of Brand Affinity Technologies, Inc.

Exhibit 10.19

STOCK ISSUANCE AGREEMENT

This STOCK ISSUANCE AGREEMENT (this "***Agreement***") is made on April 5, 2016 by and between Veritone, Inc., a Delaware corporation (the "***Company***"), and NCI Investments, LLC, a Delaware limited liability company (the "***Investor***").

WITNESSETH:

WHEREAS, the Company desires to issue to Investor, and Investor desires to purchase, shares of the Company's Common Stock, par value $0.001 (the "***Common Stock***"), in consideration of services previously rendered to the Company by Chad Steelberg and Ryan Steelberg (the "***Founders***").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

SALE OF SECURITIES

1.1 Sale and Purchase of Shares. Subject to the terms and conditions stated herein, Investor hereby agrees to purchase from the Company, and the Company agrees to issue and sell to Investor, an aggregate of 1,603,059 shares of the Company's Common Stock (the "***Shares***"). The Company's Board of Directors has determined that the fair market value per share of the Company's Common Stock as of the date hereof is $0.90, and the Founders and NCI agree with such determination. The consideration for the issuance of the Shares shall consist of services previously rendered to the Company by the Founders, who have directed that the Company issue the Shares directly to Investor pursuant to the terms of this Agreement.

1.2 Closing. The closing of the sale and purchase of the Shares (the "***Closing***") shall take place as of the Effective Date of that certain Confidential Settlement and Indemnification Agreement, dated as of March 28, 2016, among the Company, Investor, the Founders and certain other parties (the "***Settlement Agreement***"), and shall be effected remotely by the exchange of counterpart signature pages and documents, simultaneously with the execution and delivery of this Agreement, by all of the parties hereto unless another time is mutually agreed upon by the Company and Investor.

Closing Deliverables. On or prior to the Closing, Investor shall deliver to the Company, a duly executed copy of each of the Settlement Agreement and this Agreement and such other deliveries required to be given by Investor to the Company hereunder and pursuant to the Settlement Agreement. Upon receipt of the required deliveries hereunder from the Investor, the Company shall deliver to Investor a stock certificate evidencing all of the Shares.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF INVESTOR

Investor represents and warrants to the Company as follows:

2.1 Organization; Authority. Investor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the requisite power and authority to execute and deliver this Agreement and the Settlement Agreement, and to perform its obligations under this Agreement and the Settlement Agreement.

2.2 Binding Agreement. The execution, delivery and performance by the Investor of the Agreement and the Settlement Agreement have been duly authorized by all requisite action on the part of the Investor and its members. Each of this Agreement and the Settlement Agreement have been duly executed and delivered by Investor and each such agreement is a valid and binding obligation of Investor, enforceable against Investor in accordance with its terms, subject to (i) judicial principles limiting availability of specific performance, injunctive relief, and other equitable remedies; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights generally.

2.3 Purchase for Own Account for Investment. Investor is purchasing the Shares for Investor's own account, not as a nominee or agent, for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act of 1933, as amended (the "***Securities Act***"). Investor has no present intention of selling or otherwise disposing of all or any portion of the Shares, other than the contribution of some or all of such Shares to another limited liability company beneficially owned by Investor. Investor represents to the Company that Investor was not formed for the specific purpose of acquiring the Shares.

2.4 Understanding of Risks. Investor is aware of the speculative nature of the investment in the Shares and understands that there is no public market for the Shares at this time, and there can be no assurance that such a market will ever develop for the Shares. As such, the Investor acknowledges that Investor may be required to hold the Shares for an indefinite period.

2.5 Investor's Qualifications. Investor has a preexisting personal or business relationship with the Company and/or certain of its officers and/or directors of a nature and duration sufficient to make Investor aware of the character, business acumen and general business and financial circumstances of the Company and/or such officers and directors. By reason of Investor's business or financial experience, Investor is capable of and experienced with evaluating the merits and risks of this investment, has the ability to protect Investor's own interests in this transaction and is financially capable of bearing the economic risks of this investment. Investor is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

2.6 No General Solicitation. At no time was Investor presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Shares.

2.7 Compliance with Securities Laws. Investor understands and acknowledges that, in reliance upon the representations and warranties made by Investor herein, the Shares are not being registered with the Securities and Exchange Commission ("***SEC***") under the Securities Act, and such Shares have not been qualified under the California Corporate Securities Law of 1968, as amended (the "***Law***"), but instead are being issued under an exemption or exemptions from the registration and qualification requirements of the Securities Act and the Law or other applicable state securities laws which impose certain restrictions on Investor's ability to transfer the Shares.

2.8 Restrictions on Transfer. Investor understands that Investor may not transfer any Shares unless such Shares are registered under the Securities Act and qualified under the Law or other applicable state securities laws or unless exemptions from such registration and qualification requirements are available. Investor understands that only the Company may file a registration statement with the SEC or the California Commissioner of Corporations or other applicable state securities commissioners and that the Company is under no obligation to do so with respect to the Shares. Investor has also been advised that exemptions from registration and qualification may not be available or may not permit Investor to transfer all or any of the Shares in the amounts or at the times proposed by Investor.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF COMPANY

The Company represents and warrants to Investor as follows:

3.1 Organization; Authority. The Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to execute and deliver this Agreement and the Settlement Agreement and to perform the Company's obligations thereunder. The Company has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted.

3.2 Binding Agreement. This Agreement and the Settlement Agreement have been duly executed and delivered by the Company and each constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to (i) judicial principles limiting availability of specific performance, injunctive relief, and other equitable remedies; and (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights generally. The execution, delivery and performance by the Company of this Agreement and the Settlement Agreement and the authorization, issuance and delivery of the Shares by the Company have been duly authorized by all requisite corporate action on the part of the Company and its stockholders.

3.3 Capitalization.

(a) Immediately prior to the Closing, the authorized capital of the Company shall consist of: (i) 28,500,000 shares of Common Stock; (ii) 11,500,000 shares of Preferred Stock, 5,666,667 of which have been designated as Series A Preferred Stock, 2,666,667, of which have been designated as Series A-1 Preferred Stock, and 3,092,781 of which have been designated Series B Preferred Stock. Immediately prior to the initial Closing (and excluding the 177,367 shares of Common Stock to be concurrently issued to 125 Media Holdings, L.L.C.), the following shares will be issued and outstanding: 2,174,589 shares of Common Stock, 3,000,000 shares of Series A Preferred Stock, 914,697 shares of Series A-1 Preferred Stock, and 3,092,781 shares of Series B Preferred Stock. As of the date of the Closing, each outstanding share of Series A Preferred Stock, Series A-1 Preferred Stock and Series B Preferred Stock is currently convertible into 1.08 shares of Common Stock. All of the issued and outstanding shares of Common Stock and Preferred Stock have been duly authorized, fully paid and are non-assessable, and were issued in compliance with all applicable federal and state securities laws. The rights, privileges and preferences of the Preferred Stock are as stated in the Company's Amended and Restated Certificate in effect as of the date hereof (the "***Restated Certificate***").

(b) Other than as provided for in the Restated Certificate or the Ancillary Agreements (as defined below), there are no outstanding options, warrants, rights (including conversion, preemptive rights, rights of first refusal or similar rights), obligations (contingent or otherwise) or agreements, orally or in writing, for the purchase or acquisition from the Company of any of its securities except the (i) Common Stock reserved by the Company that is issuable upon conversion of the Preferred Stock, and (ii) 1,722,432 shares of Common Stock issuable by the Company upon exercise of outstanding options under the Company's 2014 Stock Option/Stock Issuance Plan (the "***Option Plan***") or reserved for future grant under the Option Plan.

(c) Other than pursuant to the Option Plan or addenda issued pursuant to the Option Plan, no stock plan, stock purchase agreement, stock option agreement or other agreement or understanding between the Company and any holder of any equity securities or rights to purchase equity securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of any merger, consolidated sale of stock or assets, change in control or any other transaction(s) by the Company.

(d) Except as provided in the IRA (as defined below), the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the knowledge of the Company, except as contemplated in the Voting Agreement (as defined below), no holder of capital stock of the Company has entered into any agreements with respect to the voting of capital stock of the Company.

3.4 Valid Issuance. The Shares being issued by the Company to Investor hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and non-assessable, and will be free and clear from all liens and restrictions on transfer other than restrictions on

transfer (i) under applicable state and federal securities laws and (ii) as may apply to the Shares under the Ancillary Agreements. Assuming that the representations and warranties of the Investor as set forth in ARTICLE 2 above are true and correct, the offer, sale and issuance of the Shares will be issued in compliance with, and exempt from registration or qualification under, all applicable federal and state securities laws.

3.5 Conflicts. Neither the execution and delivery by the Company of this Agreement or the Settlement Agreement nor the issuance of the Shares will breach, conflict with, or result in a violation of or default under (a) the Ancillary Agreements, (b) any instrument, judgment, order, writ, decree or contract to which the Company is a party or by which it is bound or (c) any provision of the Company's Certificate of Incorporation or Bylaws, both as amended as of the date hereof.

ARTICLE 4

EXISTING AGREEMENTS; SECURITIES LAWS; RESTRICTIONS ON TRANSFER

4.1 Ancillary Agreements. The Company is a party to each of the following agreements with certain of its stockholders (the "***Ancillary Agreements***"): (a) the Right of First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 (the "***ROFR Agreement***"); (b) the Voting Agreement dated July 15, 2014 (the "***Voting Agreement***") and (c) the Investor Rights Agreement dated July 15, 2014 (the "***IRA***"). As a condition to the issuance of the Shares hereunder, Investor is entering into a Joinder Agreement pursuant to which Investor shall become a party to the ROFR Agreement and Voting Agreement, and shall be subject to the market stand-off provision set forth in Section 1.14 of the IRA. Investor acknowledges that the Shares shall be subject to the terms, conditions and restrictions contained in each of the Ancillary Agreements to the extent such terms, conditions and restrictions apply to shares of Common Stock held by Investor. The Company and Investor agree that the Shares may be transferred by Investor only in accordance with the Ancillary Agreements, including, without limitation, the restrictions on transfer set forth in Section 1.2 of the IRA.

4.2 COMPLIANCE WITH CALIFORNIA SECURITIES LAWS. THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS AGREEMENT, IF NOT YET QUALIFIED WITH THE CALIFORNIA COMMISSIONER OF CORPORATIONS AND NOT EXEMPT FROM SUCH QUALIFICATION, IS SUBJECT TO SUCH QUALIFICATION, AND THE ISSUES, AND THE RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL UNLESS THE SALE IS EXEMPT. THE RIGHTS OF THE PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED UNLESS THE SALE IS EXEMPT FROM QUALIFICATION.

4.3 Legends. The Investor understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificates evidencing the Shares, together with any other legends that may be required by state or federal securities laws, the Company's Certificate of Incorporation or Bylaws, the Ancillary Agreements or any other agreement between Investor and the Company:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN THE INVESTORS RIGHTS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES, THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL OF THE PROVISIONS OF SAID VOTING AGREEMENT.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL, OFFER AND CO-SALE AGREEMENT AMONG THE HOLDER OF THE SECURITIES, THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

ARTICLE 5

MISCELLANEOUS

5.1 Negotiations. The parties agree that the consideration, transactions, covenants and agreements set forth in this Agreement were agreed upon as the result of an arms' length, good faith negotiation between the parties.

5.2 Entire Agreement. This Agreement, the Settlement Agreement and the Ancillary Agreements constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect such subject matter.

5.3 Amendment; Waivers. This Agreement may be amended or waived only with the prior written consent of all of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

5.4 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors, heirs, and permitted assigns.

5.5 Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts of laws principles. Courts of competent authority located in Orange County, California shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action. Each party consents to personal jurisdiction of such courts.

5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same instrument.

5.7 Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited by or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

5.8 **Legal Counsel. Investor understands and acknowledges that Morgan, Lewis & Bockius LLP is representing only the Company in connection with this Agreement and the Settlement Agreement, the transactions contemplated hereby and thereby, and Investor hereto agrees and acknowledges they have been afforded the opportunity to consult with its own legal counsel and tax advisors.**

5.9 Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Stock Issuance Agreement as of the day and year first above written.

COMPANY:

VERITONE, INC.

By: /s/ John M. Markovich
John M. Markovich,
Chief Financial Officer

INVESTOR:

NCI Investments, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

ACKNOWLEDGED AND AGREED:

FOUNDERS:

/s/ Chad Steelberg
Chad Steelberg

/s/ Ryan Steelberg
Ryan Steelberg

JOINDER AGREEMENT

This Joinder Agreement (this "***Agreement***") is made and entered into among Veritone, Inc., a Delaware corporation (the "***Company***"), BV16, LLC, a Delaware limited liability company (the "***SPIV***") and NCI Investments, LLC, a Delaware limited liability company ("***NCI***"). In connection with the issuance of shares of the Company's Common Stock by the Company to NCI and the transfer of shares of the Company's Common Stock by NCI to the SPIV, the parties hereto agree as follows:

1. Ancillary Agreements. The Company and certain stockholders of the Company entered into the following agreements dated July 15, 2014 (collectively, the "***Ancillary Agreements***"): (a) the Right of First Refusal, Offer and Co-Sale Agreement (the "***ROFR Agreement***"); and (b) the Voting Agreement (the "***Voting Agreement***"). By execution of this Agreement, the parties agree that each of the SPIV and NCI will become a party to each of the Ancillary Agreements in the capacity of (i) a "Restricted Holder" under the ROFR Agreement, and (ii) a "Stockholder" under the Voting Agreement, as such terms are defined in the respective Ancillary Agreement). In such capacities, each of the SPIV and NCI agrees to be bound by and subject to all the terms and conditions of each of the Ancillary Agreements. In furtherance of the foregoing, each of the SPIV and NCI agrees to execute the signature pages to each of the Ancillary Agreements substantially in the forms attached hereto as Exhibit A (the "***Signature Pages***"). The Signature Pages shall, with immediate effect upon execution, be incorporated into the respective Ancillary Agreements such that each Ancillary Agreement and the applicable Signature Page, when taken together, shall be deemed to constitute one and the same instrument.

2. Amendment Approval. The addition of the SPIV and NCI as parties to each of the Ancillary Agreements as set forth in Section 1 above has been approved by the Company and other parties to each of the Ancillary Agreements holding (i) at least 65% of the Company's outstanding Series A-1 Preferred Stock and Series A Preferred Stock voting together as a class on an as converted to Common Stock basis; and (ii) at least 67% of the Company's outstanding Series B Preferred Stock.

3. Market Stand-off Agreement. Each of the SPIV and NCI agrees to be bound by and subject to all the terms and conditions of Section 1.14 of the Investor Rights Agreement dated as of July 15, 2014 by and among the Company and certain stockholders, as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, as if each of the SPIV and NCI were a "Holder" thereunder.

4. Legends. Each of the SPIV and NCI understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificates evidencing the Common Stock, together with any other legends that may be required by state or federal securities laws, the Company's certificate of incorporation or bylaws, the Restrictive Agreements or any other agreement between SPIV and the Company:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, OR PLEDGED IN THE ABSENCE OF

SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN THE INVESTORS RIGHTS AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

THERE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES, THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL OF THE PROVISIONS OF SAID VOTING AGREEMENT.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL, OFFER AND CO-SALE AGREEMENT AMONG THE HOLDER OF THE SECURITIES, THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

5. Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts of laws principles. Courts of competent authority located in Orange County, California shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action. Each party consents to personal jurisdiction of such courts

6. Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors, heirs, and permitted assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same instrument.

8. Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement in favor of the Company and the other parties to the Ancillary Agreements as of the date first set forth above.

Dated: April 5, 2016

NCI INVESTMENTS, LLC,
a Delaware limited liability company

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Dated: April 5, 2016

BV16, LLC,
a Delaware limited liability company

By: NCI Investments, LLC, Manager

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Dated: April 5, 2016

VERITONE, INC.,
a Delaware corporation

By: /s/ John M. Markovich
John M. Markovich,
Chief Financial Officer

EXHIBIT A

Signature Pages to Ancillary Agreements
(attached hereto)

VERITONE, INC.

BV16, LLC JOINDER SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL, OFFER AND CO-SALE AGREEMENT

As of the date set forth below, the undersigned, BV16, LLC, is acquiring from NCI Investments, LLC ("***NCI***") 1,603,059 shares of the Common Stock of Veritone, Inc. (the "***Company***"). By execution of this Joinder Signature Page, the undersigned hereby agrees to become a party to that certain Right of First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 by and between the Company and certain of the stockholders (as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms (the "***ROFR Agreement***")) in the capacity of a "Restricted Holder," with all of such rights and obligations as set forth in the ROFR Agreement. The undersigned agrees to be bound by and subject to all the terms and conditions of the ROFR Agreement. For the purposes of clarity, the Shares shall be included as "Common Stock issued" and "Shares" for all purposes of the ROFR Agreement).

Dated: April 5, 2016

BV16, LLC,
a Delaware limited liability company

By: NCI Investments, LLC, Manager

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Address: 514 30th Street
Newport Beach, CA 92660

VERITONE, INC.

NCI INVESTMENTS, LLC JOINDER SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL, OFFER AND CO-SALE AGREEMENT

As of the date set forth below, the undersigned, NCI Investments, LLC, is acquiring from Veritone, Inc. (the "***Company***") 1,603,059 shares of the Company's Common Stock. By execution of this Joinder Signature Page, the undersigned hereby agrees to become a party to that certain Right of First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 by and between the Company and certain of the stockholders (as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms (the "***ROFR Agreement***")) in the capacity of a "Restricted Holder," with all of such rights and obligations as set forth in the ROFR Agreement. The undersigned agrees to be bound by and subject to all the terms and conditions of the ROFR Agreement. For the purposes of clarity, the Shares shall be included as "Common Stock issued" and "Shares" for all purposes of the ROFR Agreement).

Dated: April 5, 2016

NCI INVESTMENTS, LLC,
a Delaware limited liability company

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Address: 514 30th Street
Newport Beach, CA 92660

VERITONE, INC.

BV16, LLC JOINDER SIGNATURE PAGE TO VOTING AGREEMENT

As of the date set forth below, the undersigned, BV16, LLC, is acquiring from NCI Investments, LLC ("***NCI***") shares of the Common Stock of Veritone, Inc. (the "***Company***"). By execution of this Joinder Signature Page, the undersigned hereby agrees to become a party to that certain Voting Agreement dated July 15, 2014, by and between the Company and certain other stockholders of the Company (as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms (the "***Voting Agreement***")), in the capacity of a "Stockholder" as defined in the Voting Agreement, with all of such rights and obligations as set forth in the Voting Agreement. The undersigned agrees to be bound by and subject to all the terms and conditions of the Voting Agreement.

Dated: April 5, 2016

BV16, LLC,
a Delaware limited liability company

By: NCI Investments, LLC, Manager

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Address: 514 30th Street
Newport Beach, CA 92660

VERITONE, INC.

NCI INVESTMENTS, LLC JOINDER SIGNATURE PAGE TO VOTING AGREEMENT

As of the date set forth below, the undersigned, NCI Investments, LLC, is acquiring from Veritone, Inc. (the "***Company***") shares of the Company's Common Stock. By execution of this Joinder Signature Page, the undersigned hereby agrees to become a party to that certain Voting Agreement dated July 15, 2014, by and between the Company and certain other stockholders of the Company (as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms (the "***Voting Agreement***")), in the capacity of a "Stockholder" as defined in the Voting Agreement, with all of such rights and obligations as set forth in the Voting Agreement. The undersigned agrees to be bound by and subject to all the terms and conditions of the Voting Agreement.

Dated: April 5, 2016

NCI INVESTMENTS, LLC,
a Delaware limited liability company

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Address: 514 30th Street
Newport Beach, CA 92660

CONFIDENTIAL SETTLEMENT AND INDEMNIFICATION AGREEMENT

THIS CONFIDENTIAL SETTLEMENT AND INDEMNIFICATION AGREEMENT (this "***Agreement***"), dated as of March 28, 2016, is entered into by and among Veritone, Inc., a Delaware corporation (the "***Company***"), Chad Steelberg, an individual, Ryan Steelberg, an individual, NCI Investments, LLC ("***NCI***") and 125 Media Holdings, L.L.C. ("***125 Media***"). Chad Steelberg and Ryan Steelberg are collectively referred to herein as the "***Founders***" and individually as a "***Founder***."

WHEREAS, there exists a dispute between the parties, and the parties desire to enter into this Agreement to settle this dispute amicably;

WHEREAS, the Company desires to issue 1,603,059 shares of the Company's Common Stock (the "***NCI Shares***") to NCI, a Delaware limited liability company that is entirely beneficially owned by the Founders, as compensation to the Founders for services they previously rendered to the Company, pursuant to and in accordance with the terms of the stock issuance agreement in substantially the form attached hereto as Exhibit A (the "***NCI Issuance***");

WHEREAS, the Company's Board of Directors has concluded that the current fair market value of the Company's Common Stock is $0.90 per share, after carefully considering all information available to the Board concerning the Common Stock's value, including, but not limited to, the Company's current business, operations, prospects, recent stock repurchases, as well as the latest valuation of the Company's Common Stock prepared by an independent valuation firm and the large amount of Preferred Stock of the Company outstanding with rights senior and in preference to the Common Stock;

WHEREAS, (a) NCI may subsequently transfer all or a portion of the NCI Shares to BV16, LLC, a Delaware limited liability company (the "***SPIV***"), the entirety of which, as of the date hereof, is beneficially owned by NCI, and (b) NCI and/or the SPIV may sell, distribute, issue or otherwise transfer, in one or more transactions, up to fifty percent of the equity interests in the SPIV to officers, directors or employees of the Company or to any other individuals or entities that the Founders designate, in their sole discretion, in each case in accordance with Section 1(c) hereof (any such sale, distribution, issuance or transfer by NCI and/or the SPIV in (a) or (b) above are each referred to as a "***Transfer***"); and

WHEREAS, the parties hereto desire to resolve certain matters among the parties, as more fully set forth herein.

In consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. NCI Issuances and Transfers.

(a) The Company, NCI and the Founders agree that the consideration for the NCI Shares shall be the services previously rendered by the Founders to the Company. The Founders direct the Company to issue the NCI Shares directly to NCI, and agree that the Company shall issue a Form W-2, Wage and Tax Statement to the Founders reflecting income in the aggregate amount of $1,442,753.10, which amount shall be allocated between the Founders as the Founders direct the Company in writing. The Board of Directors of the Company has determined that the current fair market value of the Company's Common Stock is $0.90 per share. The Company shall be responsible for collecting and submitting the federal and state tax withholdings on such income (in such amounts as the Company reasonably deems necessary and appropriate) to the applicable taxing authorities.

(b) Subject in all respects to, and effective as of the latest to occur of, the satisfaction of each of the conditions set forth in Section 3(b) below, 125 Media hereby consents (the "***125 Media***

Consent") to the NCI Issuance, any Transfer made in accordance with the terms and conditions of this Agreement and the issuance of the Settlement Shares as defined below (collectively, the "***Transactions***"). For the avoidance of doubt, "Transfer" shall not include any transfer of any shares of stock of the Company other than the transfer of the NCI Shares to the SPIV and the subsequent Transfer of the membership units in the SPIV. For the further avoidance of doubt, such consent does not include any subsequent transfer of shares of the Company's Common Stock by the SPIV. 125 Media further agrees to execute and deliver to the Company its written consent of the Company's Preferred Stockholders in substantially the form attached hereto as Exhibit B (the "***Stockholder Consent***") in its capacity as a stockholder of the Company, such consent to be subject in all respects to, and effective as of the latest to occur of, the satisfaction of each of the conditions set forth in Section 3(b) below. For the avoidance of doubt, 125 Media's form of Stockholder Consent shall be modified appropriately to eliminate the release language contained in such Stockholder Consent. For avoidance of doubt, the modified form of Stockholder Consent for 125 Media is also attached hereto as Exhibit B-1.

(c) The parties agree that if NCI or the SPIV sells, distributes, issues or otherwise transfers any equity interest in the SPIV, to any person or entity (each, a "***New Investor***"), a condition to such sale, distribution, issuance or transfer shall be that such New Investor shall execute and deliver to the Company a release in substantially the form attached hereto as Exhibit C (a "***Release***"). The Founders further agree that, at all times, either or both of the Founders shall (x) serve as the Managers of the SPIV and NCI, and (y) and such Manager(s) will have voting control over NCI, the SPIV and the NCI Shares held by the SPIV and/or NCI. As a condition to the issuance of the NCI Shares and any transfer of any NCI Shares to the SPIV, each of the SPIV and NCI shall (i) become a party to the Voting Agreement dated July 15, 2014 by and among the Company and certain of its stockholders (the "***Voting Agreement***"), (ii) become a party to the Right of First Refusal, Offer and Co-Sale Agreement dated July 15, 2014 by and among the Company and certain stockholders (the "***ROFR Agreement***") as a Restricted Holder (as defined in the ROFR Agreement), and (iii) agree to be bound by a market stand-off provision substantially similar to that set forth in Section 1.14 of the Investor Rights Agreement dated as of July 15, 2014 by and among the Company and certain stockholders, as the same may be amended from time to time. The Company agrees that any purported transfer of the NCI Shares not made in compliance with the requirements of this Section 1(c) shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Any purported transfer of any NCI Shares in violation of this Section 1(c) shall be null and void *ab initio.*

2. Settlement. As consideration for the settlement of certain matters among the parties, the parties agree as follows:

(a) Settlement Shares. Pursuant to and in accordance with the terms of the stock issuance agreement in substantially the form attached hereto as Exhibit D (the "***125 Media Stock Issuance Agreement***"), on the Effective Date (as defined below), the Company shall issue to 125 Media 177,367 shares of the Company's Common Stock (the "***Settlement Shares***"), which the Board of Directors of the Company has determined to be valued at $0.90 per share. At the Effective Date, the Company shall deliver to 125 Media a stock certificate evidencing the Settlement Shares, and shall deliver by wire transfer to 125 Media an amount equal to $166,601.00, which represents the estimated amount of federal, state and city income taxes that 125 Media will owe in connection with the issuance of the Settlement Shares based on the fair market value of the Settlement Shares as determined by the Company's Board of Directors (the "***Tax Reimbursement***").

(b) Reimbursement for Expenses. At the Effective Date, the Company shall deliver by wire transfer to 125 Media an amount equal to $120,981.41, which represents reimbursement of legal fees and expenses incurred by 125 Media in connection with the (i) bankruptcy proceedings of BAT and (ii) the negotiation of and entry into this Agreement (the "***Expense Reimbursement***").

(c) Designated Bank Account. Any amounts to be paid to 125 Media pursuant to this Section 2 shall be wired at the Effective Date to the following bank pursuant to the instructions set forth below:

Name of Bank:	JP Morgan Chase Bank, N.A.
Address of Bank:	270 Park Avenue New York, NY 10017
Name on Account:	125 Media Holdings L.L.C.
Account Number:	
ABA Number:	

(d) Release and Waiver. In consideration for the issuance of the Settlement Shares, and the amounts to be paid by the Company under this Section 2, subject to and effective upon the satisfaction of the conditions set forth in Section 3 below, and except as set forth in the last sentence of this Section 2(d), 125 Media, (i) on behalf of itself and its members, managers, successors, legal representatives, affiliates and assignees (collectively, the "***Releasing Parties***"), agrees to release the Founders, NCI, the Company and the Company's past, present and future officers, employees, directors, subsidiaries, predecessors, attorneys and stockholders (the "***Releasees***") from any claims, liabilities, damages, costs and causes of actions, of every nature, in law, equity or otherwise, which relate to the sale by the bankruptcy estate of BAT of the shares of the Company's Common Stock and Series A-1 Preferred Stock held by BAT, and the Company's subsequent redemption of such shares (the "***BAT Shares Sale and Redemption***") and (ii) knowingly and voluntarily waives any and all rights or benefits that 125 Media may now have, or in the future may have, under the terms of Section 1542 of the Civil Code of the State of California, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

(the release and waiver set forth in the foregoing clauses (i) and (ii), the "***125 Media Release and Waiver***").

Notwithstanding the foregoing, nothing contained in this Section 2(d) shall in any way release, waive, relieve or otherwise affect (x) any of the parties' rights or obligations contained in this Agreement, including, without limitation, those arising out of Section 4 hereof or (y) 125 Media's ability to assert claims for contribution or indemnity against any of the Releasees for any third party claims asserted against 125 Media arising out of or relating to this Agreement or the Transactions or the BAT Shares Sale and Redemption.

3. Effectiveness.

(a) For the purposes of this Agreement, the "***Effective Date***" shall mean three (3) business days following the later of the following: (i) the Company's receipt of a fully executed copy of this Agreement by all of the parties hereto; and (ii) the Company's receipt of the Stockholder Consent from all of the holders of the Company's Series A Preferred Stock, Series A-1 Preferred Stock and Series B Preferred Stock (the "***Required Stockholder Consents***"). Notwithstanding the foregoing, the form of the Stockholder Consent for 730 Media Holdings, L.L.C., a holder of Series B Preferred Stock of the Company, shall be the same as the form for 125 Media attached as Exhibit B-1 hereto.

(b) Unless otherwise consented to in writing by each of the parties to this Agreement, the obligations of all of the parties under this Agreement are subject in all respects to, and shall not be effective until the latest to occur of, the satisfaction of each of the following conditions: (i) the due execution and delivery of this Agreement by each of the Company, NCI and the Founders; (ii) the Company's receipt of the Required Stockholder Consents; (iii) the issuance of the Settlement Shares to 125 Media; and (iv) the receipt by 125 Media of the Tax Reimbursement and the Expense Reimbursement.

4. Indemnification. The Company shall indemnify and hold harmless 125 Media and its past, present and future principals, and each of their officers, directors, managers, members, owners, employees, predecessors, successors in interest, assigns, attorneys and representatives (collectively, the "***Indemnitees***") from and against (a) any and all tax obligations or liabilities actually incurred by the Indemnitees relating to the Transactions in excess of the amount of the Tax Reimbursement paid hereunder, and (b) any and all losses, damages, liabilities, costs, charges, expenses (including attorneys' fees and expenses), payments and judgments, fines, penalties, demands and claims which are actually incurred by the Indemnitees and relate to or arise out of (i) this Agreement, including, without limitation, the Transactions, or (ii) the sale by the bankruptcy estate of BAT of the shares of the Company's Common Stock and Series A-1 Preferred Stock held by BAT and the Company's subsequent redemption of such shares.

5. Notices. Any and all notices or communications required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one business day after deposit with an express overnight courier for United States deliveries that guarantees next business day delivery, or two business days after such deposit with an express courier for deliveries outside of the United States that guarantees second business day delivery; or (c) four business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature page of this Agreement for such party, or at such other address as such other party may designate by one of the indicated means of notice herein to the other party hereto.

6. **Representation. The parties hereto understand and acknowledge that (a) Morgan, Lewis & Bockius LLP is representing only the Company in connection with this Agreement and the transactions contemplated hereby and thereby, and (b) each party hereto agrees and acknowledges they have been afforded the opportunity to consult with such party's own legal counsel and tax advisors.**

7. Confidentiality. The existence of this Agreement and the terms contained herein shall be held confidential by the parties hereto, and not disclosed to any third party, except (i) to the currently existing stockholders of the Company, (ii) potential investors in the Company that have executed customary confidentiality agreements with the Company (the terms of which contain appropriate restrictions to cover the non-disclosure and use of the existence and terms of this Agreement), (iii) the parties' counsel, accountants or financial advisors, and (iv) the Company's officers and Board of Directors, and (v) except as otherwise required by law. Notwithstanding the foregoing, any party may disclose this Agreement and the terms contained herein to the extent necessary to enforce the terms of this Agreement.

8. Miscellaneous. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement other than any provision(s) held invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of the NCI Shares not made in strict compliance with this Agreement). This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Any agreement made after the date of this Agreement is ineffective to modify or amend the terms of this Agreement, in whole or in part, unless that agreement is in writing, is signed by each of the parties to this Agreement. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed

counterparts together shall constitute one and the same document. This Agreement shall be binding upon the heirs, legal representatives, successors and permitted assigns of the parties hereto. In the event of a dispute between any of the parties hereto over the meaning of this Agreement, all parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply. This Agreement is made under, and shall be construed pursuant to, the internal laws of the State of California, without regard to the application of conflict of interest laws.

[*Remainder of page intentionally left blank*]

125 MEDIA ACKNOWLEDGES AND AGREES THAT 125 MEDIA HAS CAREFULLY READ, UNDERSTOOD, AND VOLUNTARILY SIGNED THIS AGREEMENT, THAT 125 MEDIA HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS CHOICE, AND THAT 125 MEDIA IS SIGNING THIS AGREEMENT WITH THE INTENT OF RELEASING THE RELEASEES FROM THE CLAIMS RELEASED ABOVE.

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the date first set forth above.

VERITONE, INC.

By: /s/ John M. Markovich
John M. Markovich,
Chief Financial Officer

Address:
Veritone, Inc.
3366 Via Lido
Newport Beach, CA 92663
Attn: Chief Financial Officer

/s/ CHAD STEELBERG
CHAD STEELBERG

Address:
Mr. Chad Steelberg
514 30th Street
Newport Beach, CA 92660

NCI INVESTMENTS, LLC

By: /s/ Chad Steelberg
Chad Steelberg, Manager

Address:
514 30th Street
Newport Beach, CA 92660
Attn: Chad Steelberg

125 MEDIA HOLDINGS, L.L.C.

By: /s/ Liza Garber
Liza Garber, Authorized Signatory

Address:
125 Media Holdings, L.L.C.
PO Box 1014
New York, NY 10021
Attn: Liza Garber

/s/ RYAN STEELBERG
RYAN STEELBERG

Address:
Mr. Ryan Steelberg
514 30th Street
Newport Beach, CA 92660

EXHIBIT A

Form of NCI Stock Issuance Agreement

(attached hereto)

EXHIBITS B AND B-1

Form of Action by Written Consent of the Preferred Stockholders of Veritone, Inc.
and modified Consent for 125 Media Holdings, L.L.C. and 730 Media Holdings, L.L.C.
(attached hereto)

EXHIBIT C

Form of Release for New Investors

(attached hereto)

EXHIBIT D

Form of 125 Media Stock Issuance Agreement

(attached hereto)

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Registration Statement of Veritone, Inc. on Form S-1, of our report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, dated March 15, 2017 with respect to our audits of the consolidated financial statements of Veritone, Inc. as of December 31, 2016 and 2015 and for the years then ended, which report appears in this Registration Statement. We also consent to the reference to our Firm under the heading "Experts" in this Registration Statement.

/s/ Marcum LLP

Marcum LLP
Irvine, California
March 15, 2017