

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 9)*

VERITONE, INC.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

92347M100

(CUSIP Number)

Ryan Steelberg
c/o Veritone, Inc., 1615 Platte Street, 2nd Floor
Denver, CO, 80202
(888) 507-1737

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

06/30/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 92347M100

1	Name of reporting person Ryan Steelberg
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,712,806.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,712,806.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,712,806.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 10.0 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

Item 1. Security and Issuer

- (a) Title of Class of Securities:
Common Stock, par value \$0.001 per share
- (b) Name of Issuer:
VERITONE, INC.
- (c) Address of Issuer's Principal Executive Offices:
1615 PLATTE STREET, 2ND FLOOR, DENVER, COLORADO , 80202.

Item 1 Comment:

This Amendment No. 9 (this "Amendment No. 9" or this "Schedule 13D/A") amends and supplements the statement on Schedule 13D originally filed with the Securities and Exchange Commission (the "SEC") on October 3, 2017, as amended by Amendment No. 1 on March 20, 2018, Amendment No. 2 on May 16, 2018, Amendment No. 3 on April 24, 2020, Amendment No. 4 on June 29, 2020, Amendment No. 5 on September 30, 2020, Amendment No. 6 on January 15, 2021, and Amendment No. 7 on March 3, 2021, jointly by (i) Chad Steelberg, an individual and (ii) Ryan Steelberg, an individual and further amended by Amendment No. 8 on July 3, 2024 only with respect to Ryan Steelberg (collectively, the "Schedule 13D"). Unless otherwise defined herein, capitalized terms used in this Amendment No. 9 shall have the meanings ascribed to them in the Schedule 13D. Unless amended or supplemented below, the information in the Schedule 13D remains unchanged.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Statement is hereby amended and supplemented as follows:

Steelberg Purchase Agreement

On June 30, 2025, the Issuer entered into a securities purchase agreement (the "June 2025 RDO Purchase Agreement") with the purchasers named therein (the "June 2025 Purchasers"), pursuant to which (i) the Issuer agreed to issue and sell to the June 2025 Purchasers, in a registered direct offering (the "June 2025 Registered Direct Offering"), 6,452,293 shares of the Issuer's common stock, \$0.001 par value per share, and pre-funded warrants to purchase up to an aggregate of 1,804,587 shares of the Issuer's common stock.

On June 30, 2025, in connection with the June 2025 Registered Direct Offering, the Issuer entered into a securities purchase agreement with the RSS Trust (the "Steelberg Purchase Agreement") pursuant to which the RSS Trust agreed to purchase from the Issuer, and the Issuer agreed to issue and sell to the RSS Trust, shares of the Issuer's common stock for a gross aggregate offering price of \$1.0 million, at a price per share equal to the greater of (i) \$1.41 (representing the consolidated closing bid price of the Issuer's common stock on June 27, 2025) and (ii) the consolidated closing bid price of the Issuer's common stock on the date that is the second full trading day after the date on which the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 ("Q2 Form 10-Q") is filed with the SEC (such transaction, the "Steelberg Private Placement" and such shares, the "Steelberg Private Placement Shares").

The Steelberg Private Placement is expected to close on the third full trading day after the filing of the Issuer's Q2 Form 10-Q with the SEC, subject to satisfaction of certain closing conditions. The Steelberg Private Placement Shares will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered pursuant to the exemption from registration provided in Section 4(a)(2) of the Securities Act and Rule 506(b) promulgated thereunder.

The foregoing description of the Steelberg Purchase Agreement does not purport to be complete and is qualified in its entirety by the full text of the form of Steelberg Purchase Agreement, a copy of which is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

- (a) Rows 11 and 13 of the Reporting Person's cover page to this Schedule 13D/A set forth the aggregate number of shares of common stock and percentages of the shares of common stock beneficially owned by the Reporting Person and are incorporated by reference. The percentage set forth in row 13 is based upon the sum of 47,552,742 shares of common stock outstanding as of June 27, 2025 and 6,452,293 shares of common stock issued in the June 2025 Registered Direct Offering, as disclosed in the Issuer's prospectus supplement dated June 30, 2025 filed with the SEC on June 30, 2025 as adjusted pursuant to SEC Rule 13d-3.
- The Reporting Person's ownership of the Issuer's securities consists of (i) 215,174 shares of common stock and 21,550 shares of common stock issuable upon the exercise of immediately exercisable warrants directly held by the RSS Trust; (ii) 2,003,349 shares of common stock held directly by RVH, LLC; (iii) 480,065 shares of common stock and 2,992,668 vested stock options held by the Reporting Person. The Reporting Person is the trustee of the RSS Trust and the sole member and manager of RVH, LLC. Because the number of shares to be issued in the Steelberg Private Placement is currently not determinable, the Steelberg Private Placement Shares are not considered beneficially owned by the Reporting Person as of the date of this Schedule 13D/A.
- (b) Rows 7 through 10 of the Reporting Person's cover page to this Schedule 13D set forth the number of shares of common stock as to which the Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition and are incorporated by reference.
- (c) Except as set forth herein, the Reporting Person has not effected any transactions with respect to the securities of the Issuer during the past sixty days.
- (d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the Shares beneficially owned by the Reporting Person.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Statement is hereby amended and supplemented as follows:

Steelberg Purchase Agreement

The description of the Steelberg Purchase Agreement included in Item 3 of this Schedule 13D/A is incorporated herein by reference.

Lock Up Agreement

In connection with the June 2025 Registered Direct Offering, each of the Issuer's directors and executive officers, including the Reporting Person, entered into a customary lock-up agreement prohibiting, subject to certain limited circumstances, the sale or other disposition of the common stock or other securities convertible into or exercisable or exchangeable for the common stock of the Issuer without the prior written consent of the placement agent for the June 2025 Registered Direct Offering and Esousa Group Holdings, LLC, for a period of 75 days after July 2, 2025, the closing date of the June 2025 Registered Direct Offering.

The foregoing description of the Lock-up Agreement is not complete and is qualified in its entirety by reference to the full text of the form of the lock-up agreement attached hereto as Exhibit 99.2 and incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 Form of Securities Purchase Agreement, by and between Veritone, Inc. and The RSS Living Trust dated April 6, 2012, dated June 30, 2025 (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K, filed with the SEC on June 30, 2025).

Exhibit 99.2 Form of Lock-up Agreement for Officers and Directors.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Ryan Steelberg

Signature: /s/ Ryan Steelberg

Name/Title: Ryan Steelberg

Date: 07/02/2025

**Lock-Up Agreement
for
Officers and Directors**

June 30, 2025

Esousa Group Holdings, LLC (“Esousa”)
211 East 43rd Street
Suite 402
New York, NY 10017
Attn: Michael Wachs

CPMF Situations I LLC
7724 Girard Avenue, Third Floor
La Jolla, CA 92037

D. Boral Capital LLC, acting as placement agent for certain investors
590 Madison Ave., 39th floor
New York, NY 10022

Re: Registered Direct Offering of Common Stock and Pre-Funded Warrants to Purchase Common Stock

Ladies and Gentlemen:

The undersigned, an officer and/or director of Veritone, Inc., a Delaware corporation (the “**Company**”), understands that you are the purchasers (each a “**Purchaser**” and, collectively, the “**Purchasers**”) who are party to that certain Securities Purchase Agreement, dated as of June 30, 2025, by and among the Company and the Purchasers (the “**Purchase Agreement**”) providing for the registered direct offering (the “**Offering**”) of shares of common stock of the Company, par value \$0.001 per share (the “**Common Stock**”) and/or pre-funded warrants to purchase shares of Common Stock (each, a “**Warrant**” and together with the Common Stock, the “**Securities**”) pursuant to the Purchase Agreement.

In consideration of each Purchaser’s agreement to enter into the Purchase Agreement and to proceed with the Offering, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Undersigned hereby agrees, for the benefit of the Company and such Purchaser that, without the prior written consent of each of Esousa and D. Boral Capital LLC, acting in its capacity as placement agent for certain Purchasers in the Offering (the “**Placement Agent**”), the Undersigned will not, during the period commencing on the date of this Lock-up Agreement and continuing and including the date that is seventy-five (75) days after the Closing Date (as that term is defined in the Purchase Agreement) (the “**Lock-Up Period**”), unless otherwise provided herein, directly or indirectly (a) offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, encumber, assign, borrow or otherwise dispose of (each a “**Transfer**”) any Relevant Security (as defined below) or otherwise publicly disclose the intention to do so, or (b) establish or increase any “put equivalent position” or liquidate or decrease any “call equivalent position” with respect to any Relevant Security (in each case within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations thereunder) with respect to any Relevant Security or otherwise enter into any swap, derivative or other transaction or arrangement that Transfers to another, in whole or in part, any economic consequence of ownership of a Relevant Security, whether or not such transaction is to be settled by the delivery of Relevant Securities, other securities, cash or other consideration, or otherwise publicly disclose the intention to do so. As used herein, the term “**Relevant Security**” means any share of Common Stock (“**Share**”), any unit, any warrant to purchase Shares or any other security of the Company or any other entity that is convertible into, or exercisable or exchangeable for, Shares or any other equity security of the Company, in each case owned beneficially or otherwise by the Undersigned on the on the date of this Lock-up Agreement or acquired by the Undersigned during the Lock-Up Period.

The restrictions in the foregoing paragraph shall not apply to:

- (a) any exercise (including a cashless exercise or broker-assisted exercise and payment of tax obligations), vesting or settlement, as applicable, by the Undersigned of options or warrants to purchase Shares, restricted stock units representing the right to receive Shares or other equity awards pursuant to any Approved Stock Plan (as defined in the Purchase Agreement); provided that any Shares received by the Undersigned upon such exercise, conversion, exchange, vesting or settlement will be subject to the restrictions on Transfer set forth in this Lock-Up Agreement;
- (b) any establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the Transfer of Shares (a “**Trading Plan**”); provided that (i) the Trading Plan shall not provide for or permit any Transfers, sales or other dispositions of Shares during the Lock-Up Period, (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of the Undersigned or the Company regarding the establishment of such Trading Plan, such announcement or filing shall include a statement to the effect that no transfer or disposition of Shares may be made under such Trading Plan during the Lock-Up Period and (iii) no such announcement or filing is voluntarily made;
- (c) any Transfer of Shares acquired in open market transactions following the Closing Date, provided the Transfer would not require any filing under Section 16(a) of the Exchange Act and no such filing is voluntarily made;
- (d) the Transfer of the Undersigned’s Shares or any security convertible into or exercisable or exchangeable for Common Stock to the Company in connection with the termination of the Undersigned’s service with the Company or pursuant to contractual arrangements under which the Company has the option to repurchase such Shares, provided that any filing or public report required to be made by any party under the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause, and provided, further, no public announcement shall be made voluntarily in connection with such transfer;
- (e) the conversion of any outstanding Relevant Security into Shares, provided that any such Shares received upon such conversion shall be subject to the restrictions on Transfer set forth in this Lock-Up Agreement; or

- (f) the Transfer of Shares or any security convertible into or exercisable or exchangeable for Shares pursuant to a *bona fide* third-party tender offer for securities of the Company, merger, consolidation or other similar transaction that is approved by the board of directors of the Company, made to all holders of Common Stock involving a change of control (as defined below), provided that all of the Undersigned's Relevant Securities subject to this Lock-Up Agreement shall remain subject to the restrictions on Transfer set forth in this Lock-Up Agreement. For purposes of this Lock-Up Agreement, "**change of control**" means any *bona fide* third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions, the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of affiliated persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% or more of the total voting power of the voting stock of the Company (or the surviving entity).

2

Further, the restrictions on Transfer set forth in this Lock-Up Agreement shall not apply to Transfers of the Undersigned's Relevant Securities:

- (i) as a *bona fide* gift or gifts, including for estate planning purposes and charitable contributions;
- (ii) to any immediate family member of the Undersigned, or to any trust, partnership, limited liability company or other legal entity commonly used for estate planning purposes which is established for the direct or indirect benefit of the Undersigned or a member or members of the immediate family of the Undersigned, or to a trust or beneficiary of the trust or other estate planning vehicle or to the estate of a beneficiary of such trust or other estate planning vehicle in a transaction not including a disposition for value;
- (iii) to any corporation, partnership, limited liability company or other entity of which the Undersigned or the immediate family of the Undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
- (iv) if the Undersigned holds such Relevant Securities through a corporation, partnership, limited liability company, trust or other business entity, (1) to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect Affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the Undersigned, (2) to the partners, limited liability company members or stockholders of such corporation, partnership, limited liability company, trust or other business entity, or (3) in connection with a sale, merger or transfer of all or substantially all of the assets of, or any other change of control of, such corporation, partnership, limited liability company, trust or other business entity, not undertaken for the purpose of avoiding the restrictions imposed by this Lock-Up Agreement;
- (v) if the Undersigned is a trust, to the trustee or beneficiary of such trust or to the estate of a beneficiary of such trust;
- (vi) upon death of the Undersigned, including by testate or intestate succession, to his or her executors, legatees or beneficiaries;
- (vii) by operation of law or pursuant to an order of a court or regulatory agency, including pursuant to a qualified domestic order or in connection with a divorce settlement;

3

- (viii) the withholder of Shares by, or surrender of Shares to, the Company pursuant to a "net" or "cashless" exercise feature to cover taxes due upon or the consideration required in connection with the exercise or settlement of securities issued under an equity incentive plan or stock purchase plan of the Company; or
- (ix) the withholder of Shares by, or surrender of Shares to, the Company in connection with the vesting or settlement of restricted stock units, for the payment of tax withholdings or remittance payments due as a result of the vesting or settlement of such restricted stock units, and/or if the Undersigned is not an officer or director at the time of vesting or settlement, any transfer of Shares necessary to generate such amount of cash needed for the payment of taxes, including estimated taxes, due as a result of the vesting or settlement of restricted stock units;

provided, in the case of clauses (i)-(vii), that (A) such transfer shall not involve a disposition for value, (B) the transferee agrees in writing with such Purchaser and the Company to be bound by the terms of this Lock-Up Agreement, and (C) any filing or public report required to be made by any party under the Exchange Act in connection with such transfer shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in such clause, and provided, further, no such filing is voluntarily made.

For purposes of this Lock-Up Agreement, "**immediate family**" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin.

If the Undersigned is an officer or director of the Company, (i) each of Esousa and the Placement Agent agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a Transfer of Shares, each of Esousa and the Placement Agent will notify the Company of the impending release or waiver and (ii) the Company will announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Esousa and the Placement Agent hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if: (a) the release or waiver is effected solely to permit a transfer not for consideration, and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the Undersigned's obligations hereunder, the Undersigned hereby authorizes the Company during the Lock-Up Period to cause the transfer agent for the Relevant Securities to decline to Transfer, and to note stop transfer restrictions on the stock register and other records relating to, Relevant Securities for which the Undersigned is the record owner and the Transfer of which would be a violation of this Lock-Up Agreement and, in the case of the Relevant Securities for which the Undersigned is the beneficial owner but not the record owner, the Undersigned agrees that during the Lock-Up Period it will use its reasonable best efforts to cause the record owner to authorize the Company to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to such Relevant Securities to the extent such transfer would be a violation of this Lock Up Agreement.

The Undersigned understands that the Purchasers are entering into the Purchase Agreement and proceeding with the Offering in reliance upon this Lock-Up Agreement.

4

The Undersigned hereby represents and warrants that the Undersigned has full power and authority to enter into this Lock-Up Agreement and that this Lock-Up Agreement has been duly authorized (if the Undersigned is not a natural person) and constitutes the legal, valid and binding obligation of the Undersigned, enforceable in accordance with its terms. Upon request, the Undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the Undersigned shall be binding upon the successors and assigns of the Undersigned from the date of this Lock-Up Agreement.

The Undersigned understands that, if the Purchase Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities to be sold thereunder, then this Lock-Up Agreement shall automatically terminate and be void and of no further force or effect.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

This Lock-Up Agreement may be delivered by facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes or e-mail/pdf transmission shall be effective as the delivery of the original hereof.

[Remainder of Page Intentionally Blank]

In witness whereof, the Undersigned hereby agrees to the above on the date set forth above.

By: _____
Name: _____
Title: _____