

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between Veritone, Inc. (for itself and/or its subsidiaries), having a principal office located at 575 Anton Boulevard, Suite 100, Costa Mesa, CA 92626 (“Veritone”) and the entity listed under Licensee Information below (“Licensee”), with respect to license(s) to Veritone’s aiWARE Platform and related Services.

LICENSEE INFORMATION				
Agency Name:	Cheney Police Department		Billing Contact Information	
Agency Address:	215 G St, Cheney, WA 99004		Contact Name:	
Contact Name:	Mark Schuller		Contact Phone:	
Phone:	509-498-9235		Contact Email:	
Email:	mschuller@cityofcheney.org		Email for Invoices:	
LICENSE AND SERVICES DETAILS				
Term:	Start Date:	April 1, 2021	End Date:	March 31, 2022
No. of Users:	Unlimited Users		License Fee:	\$2,400
Services:	<ul style="list-style-type: none"> - Veritone aiWARE™ Platform Access - Veritone Redact Application - Cognitive Processing (detailed below) - Standard webinar training and onboarding; technical support via email and chat 			
Cognitive Processing:	License includes cognitive processing of up to twenty-four (24) hours of media uploaded by Licensee through the Redact Application during the Term. Additional processing over 24 hours will be charged at a rate of \$100.00 per hour of media uploaded to the Redact Application (“Additional Processing Fees”).			
TERMS AND CONDITIONS				

- Master License Terms and Conditions.** This Agreement is governed by the Veritone Master License Terms and Conditions (GLC) at <https://unlock.veritone.com/license-terms-glc> (the “Terms and Conditions”), which are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions contained in the Terms and Conditions, the provisions of this Agreement shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions.
- Redact Application and Cognitive Processing.** During the Term, Veritone will provide Licensee with access to the Redact Application and the cognitive processing specified above. Cognitive processing will be via an automated process within the Platform. Licensee will be responsible for uploading media in a format reasonably required by Veritone in order to ingest and process the media through the Redact Application. Licensee represents and warrants that it has the right to furnish to Veritone and to use such media in connection with Licensee’s use of the Platform and Services.
- Limitations.** Licensee acknowledges that the Redact Application is intended to be used by Licensee only as a tool to support review and redaction of video footage, and the Redact Application and the results generated therefrom should not be considered or relied upon as a substitute for Licensee’s customary review and redaction procedures. Licensee acknowledges that there are inherent limitations in artificial intelligence technologies, and Veritone makes no representations or warranties as to the accuracy, quality, sufficiency or usefulness of the results generated by the Redact Application. Licensee is solely responsible for verifying all results generated by the Redact Application as part of its customary review and redaction procedures.
- Payment Terms.** The License Fee will be invoiced upon execution of this Agreement and will be due and payable upon receipt of invoice. Thereafter, subject to credit approval, Veritone will submit invoices on a monthly basis for the Additional Processing Fees incurred during the previous month (if any), and such invoices will be due and payable by the first day of the month following the invoice date. Notwithstanding the foregoing, if the total Additional Processing Fees incurred during a calendar month are less than \$50.00, Veritone may, in its sole discretion, delay invoicing of such Additional Processing Fees until the total Additional Processing Fees incurred but not yet invoiced exceed \$50.00. All amounts are payable in U.S. dollars.
- Authority.** The person executing this Agreement on behalf of each party represents and warrants that he or she has full authority to execute the same on behalf of such party, and that no other actions or approvals are required for such party to enter into this Agreement and perform its obligations hereunder.

ACCEPTED AND AGREED BY:	
VERITONE, INC.	LICENSEE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: