



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: TMP-5989

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a 3-year agreement between the City of Huntsville and Clearview AI, Inc., for the purpose of providing law enforcement with a more effective and less expensive suspect recognition search engine.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000-

City Cost Amount: \$24,940.00 for the 1st year \$34,150.00 for the 2nd year \$49,375.00 for the 3rd year

Total Cost: \$108,465.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This unique suspect recognition search engine will provide NAMACC with greater insight and lead generation by allowing users to quickly search and compare a suspect's digital image to publicly available online images from public-only web sources to include mugshot websites and news media. Note: The identification of a possible match candidate is not considered a positive identification of a subject and shall be treated as an investigative lead only. Such identification, on its own, does not establish probable cause to make an arrest or obtain an arrest or search warrant, absent the development of corroborative information through additional

investigation by the assigned investigator.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Clearview AI, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Clearview AI Order Form for AL-Huntsville – Police Dept.,” consisting of twenty six (26) pages and the date of September 25, 2025 appearing on the margin of the forth page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September 2025.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 25th day of September 2025.

Mayor of the City of Huntsville,
Alabama



Clearview AI Order Form for

AL - Huntsville - Police Dept

CUSTOMER INFORMATION

Customer: AL - Huntsville - Police Dept
Address: 308 Fountain CircleHuntsvilleAlabama35804256-427-5000
Billing Contact: Email and phone number
Customer Billing Instructions: *If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement*

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name: Brandon Warner
Title: Administrator
E-mail: brandon.warner@huntsvilleal.gov

SUBSCRIPTION TERMS

Product: Clearview Search with Database
of Sworn: Authorized users at AL - Huntsville - Police Dept
Initial Term Length: 3 years
Initial Term Start Date: From Date of Full Execution by all parties
Initial Term End Date: 36 months from Full Execution

PRICING INFORMATION

The parties agree that if Customer's subscription to the Clearview Services described herein automatically renews as allowed under this Order Form, prior to any renewal term, Clearview will notify Customer of any changes to recurring Fees no later than forty-five (45) day prior to the start of the renewal term.

RECURRING SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CV1: Clearview AI SaaS Search - S&L	Agency	\$49,375.00	\$24,940.00 Intro Year 1
Total Recurring Fees		\$49,375.00	\$24,940.00

ONE TIME PROFESSIONAL SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
PC2: Product Configuration	n/a	\$5,000.00	\$WAIVED
PT1: Product Training (Virtual 1 Hr to Train-the-Trainer, 1 Session, Up to 15 Trainees)	n/a	\$500.00	\$WAIVED
Total One Professional Fees		\$5,500.00	\$0.00

PAYMENT SCHEDULE

Payment terms are Net-30. If Customer is required to terminate the Agreement due to lack of funding, as set forth in Section 5.1.4 of the Terms of Service, Customer must provide no less than ninety (90) days' advance written notice prior to the commencement of Year 2, Year 3 and/or the renewal term, with notice sent to renewals@clearview.ai

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Initial Term Start Date	\$24,940.00
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	\$34,150.00
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	\$49,375.00
Total Over Initial Term	\$108,465.00

By signing this Order form, I confirm that Customer has completed all required internal procurement procedures and approvals necessary to purchase this technology and I agree to the Clearview AI Terms of Service and User Code of Conduct, which can be found here: <https://www.clearview.ai/terms-of-service>

This order form, ("Order Form"), including any exhibits attached to it, is an agreement between Clearview AI, Inc. ("Clearview") and the customer listed above ("Customer" or "You"). It becomes effective when You sign it. By signing, You agree this order form is subject to Clearview's Terms of Service ("Terms"). The Terms become effective for You and Your Users either when You first start using Clearview's Services or Products, whether through a free trial or paid subscription, or when You make a payment under this order form, whichever is earlier. The Terms govern Your access to and use of Clearview's Services and Products. If You and Clearview execute a separate written agreement that modifies the Terms, that separate agreement will override the Terms where there is any conflict. Clearview may suspend Your access unless and until it receives payment from You.

Clearview AI W-9 2025.pdf [\[Download\]](#)

[Download: ACF4570E27A5F7B675972FC345197A78B24C2BFC2A16B3A5A17FA3A4028FE93C7](#)

Final - Sole Source Affidavit - Clearview v. March 2025.pdf [\[Download\]](#)

[Download: E1EFD1A7C6EA74002C19861C0A0B82D8F44C66B8D7A0CF99A28707FF6137812A7](#)

Participants

CLEARVIEW AI, INC. United States

Influencer

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Delivery channel: Email

Viewer

Randa Rhodes
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Delivery channel: Email

Signed with E-sign



09-10-2025 17:49:30 UTC

Signatory

Jai-Sun Lee
jaisun.lee@clearview.ai

Date

Delivery channel: Email
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Viewer

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09/25/25

Signatory

Tommy Battle
City Mayor
citymayor@huntsvilleal.gov

Date

Delivery channel: Email

09/25/25

Signatory

President of City Council
President of the City Council of the City of Huntsville, Alabama
presidentofcitycouncil@huntsvilleal.gov

Date

Delivery channel: Email

CLEARVIEW AI UNIQUE ATTRIBUTES / SOLE SOURCE - 2025

Clearview AI is a unique facial recognition search engine that enables users to search publicly available online images. Clearview AI's patented, proprietary technology enables a user to upload an image of a face and generate a set of search results that contains images of highly visually similar faces from images located across the internet. Clearview AI is the sole provider of the following combination of functionalities, features, and services.

EXCLUSIVE CAPABILITIES AND DATABASES

Clearview AI maintains a proprietary database of 50+ billion facial images sourced from the public internet, representing the largest and most comprehensive facial recognition database available to government agencies.

Unique attributes of Clearview AI's services include:

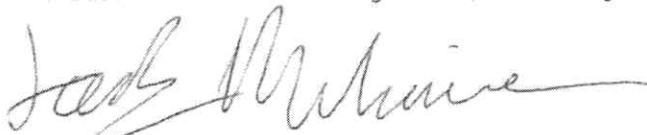
- **Largest Public Database:** Facial recognition searches of publicly accessible online facial imagery for supporting official, authorized work of government agencies.
- **Source Attribution:** Providing facial images alongside links to the webpages where they originally appeared.
- **Advanced Compliance & Oversight Tools:** Tools to facilitate system oversight, compliance with user agency policies, auditing, sharing and reporting features.
- **Unified Platform:** A unified platform of identity management, allowing for customized gallery image enrollments, still image extraction, public online imagery access, and facial recognition capability.
- **Multi-Database Architecture:** The only solution offering integrated access to public internet imagery, shared agency selected galleries, and agency-specific custom databases within a single platform.

CRITICAL DIFFERENTIATORS FROM ALTERNATIVE SOLUTIONS

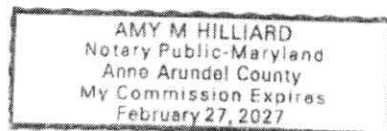
Vendors offering only mugshot database searches fundamentally cannot and do not provide equivalent functionality to Clearview AI's comprehensive solution due to Clearview AI's capability to additionally search public online images. Clearview AI participates in the National Institute of Standards and Technology's ("NIST") Face Recognition Vendor Test ("FRVT") and its algorithm has consistently achieved greater than 99% accuracy across all demographics.¹

Clearview AI also holds U.S. Patent No. 11,250,266, titled "Methods for Providing Information About a Person Based on Facial Recognition," granted by the U.S. Patent and Trademark Office in 2022. The patent protects Clearview AI's core capability to match images from publicly available sources across the internet using its proprietary algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.



JACK MULCAIRE
Chief Legal Officer
Clearview AI, Inc.



State of MD County of Anne Arundel

Subscribed and sworn to (or affirmed) before me on this

28th day of March, 2025 by

Jack Mulcaire proved to me on the basis

of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature [Signature]

¹ This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the 1:1 setting, as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the 1:N Investigative setting (as determined by testing conducted in June 2024)



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www.clearview.ai
info@clearview.ai

Last Updated: January 7, 2025

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES AND SUBSIDIARIES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING, OR BY USING THE CLEARVIEW PRODUCTS OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW PRODUCTS AND SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS.

This Agreement governs the access, use, and provisioning of the Products and Services provided by Clearview or through an Authorized Reseller and licensed to Customer. By ordering Products or Services or accessing or using the Products or Services, Customer agrees to be bound by these Terms. Clearview and Customer are sometimes referred to individually as "**party**", and collectively as "**parties**". If there is a conflict between the Order Form and this Agreement (as updated from time to time in accordance with Section 15 below), the Order Form will prevail. If You, as the Customer, already agreed to a Terms of Service or an End User License Agreement before the published/last updated date set forth in these Terms, any clauses in Your prior agreement pertaining to local laws or applicable to Your specific jurisdiction, including a Location Specific Addendum, will continue to be valid and enforceable. These local law specific provisions remain unchanged and will continue to apply to You after the published/last updated date of these Terms.

DISCLAIMER: As with any search engine, search results established through Clearview and its related systems and technologies are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Clearview's facial recognition algorithm has been tested by the National Institute of Standards and Technology's Facial Recognition Technology Evaluation program, and was found to be highly accurate, but its performance under real-world conditions can differ. The quality of a submitted probe image, the lack of online images of a depicted individual in Clearview's Database, and other factors can impact and potentially reduce the accuracy of the Clearview search results. A set of search results produced by the Clearview search engine may contain a mix of images of the person depicted in the probe image and images of other similar-looking individuals. Clearview is neither designed, nor intended, to search the internet for artificially-generated images of faces or to be used as a sole-source system for conclusively establishing or determining an individual's identity. It is the responsibility of the Customer to corroborate any identifying information or other data discovered on third party sites using any Clearview system or included in Clearview search results by conducting additional research.

The parties incorporate by this reference the above clauses, and agree as follows:

1. DEFINITIONS

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

- 1.1.** "Access Credentials" means the necessary security keys, secrets, tokens, and other credentials to access the Clearview APIs. The Access Credentials enable Clearview to associate Customer's API Program with Customer's use of the Clearview APIs.
- 1.2.** "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with Clearview, whereby control means owning 50% or more of Clearview's voting stock.

- 1.3. "APIs" means a set of Clearview application programming interfaces, software code, tools, unique access key or link assigned, documentation, information, or materials with the functions and procedures that allow the Customer to make use and access the features and algorithm of Clearview, Clearview's Products and Services, Database, Customer Equipment, other developer services, and associated software.
- 1.4. "Authorized Reseller" means an entity that is authorized by Clearview to market and sell Clearview's Products and Services to a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, military operations, law enforcement, public safety, public defender, or criminal investigative work. The relationship between Clearview and the Authorized Reseller will be pursuant to a separate agreement executed between Clearview and Authorized Reseller.
- 1.5. "Authorized User" means an individual who is employed by or under the legal direction of the Customer and is authorized to carry out official government tasks on behalf of the Customer. Any and all Authorized Users must be approved by the Executive User to access and use the Products and Services.
- 1.6. "Clearview", "We", or "Our" means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns.
- 1.7. "Clearview Confidential Information" means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, proprietary information, object and source code, know-how, business operations, proposed products and services, research and development, business forecasts, finances, Clearview-provided documents, and customer lists.
- 1.8. "Cloud Product" means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.
- 1.9. "Country of Concern" means (1) any foreign government determined by the U.S. Attorney General, with the concurrence of the Secretaries of State and Commerce, to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or the security and safety of U.S. persons; and (2) poses a significant risk of exploiting government-related data or bulk U.S. sensitive personal data to the detriment of the national security of the United States or security and safety of U.S. persons. As of December 27, 2024, this includes: China (including the Special Administrative Regions of Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.
- 1.10. "Covered Data Transaction" means any transaction that involves any access by a Country of Concern or Covered Person to any government-related data or bulk U.S. sensitive personal data and that involves: (1) Data brokerage; (2) a vendor agreement; (3) an employment agreement; or (4) an investment agreement.
- 1.11. "Covered Person" means (i) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern, or that is organized or has its principal place of business in a Country of Concern; (ii) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Covered Persons; (iii) any foreign person that is an individual who is an employee or contractor of a Country of Concern or of a Covered Person; (iv) any foreign person that is an individual who primarily resides in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the Attorney General to be owned or controlled by, subject to the jurisdiction or direction of, acting or likely to act for or on behalf of, or knowingly causing or directing or likely to cause or direct a violation of 28 C.F.R. § 202.101 (2025). The names of persons designated as a Covered Person are published in the Federal Register and incorporated into the National Security Division's Covered Persons List. The Covered Persons List is accessible through the following page on the National Security Division's website at <https://www.justice.gov/nsd>.

- 1.12. "Customer" or "You" means a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work; or any contractor or individual authorized to carry out such tasks on behalf of the foregoing entities who enters into or has entered into a legal relationship under an Order Form with Clearview or an Order Form that is submitted by an Authorized Reseller on behalf of Customer and is accepted and countersigned by Clearview.
- 1.13. "Customer Equipment" means any computing platforms, computer hardware, cloud computing environments, or other IT infrastructure that is owned, licensed or controlled by the Customer or a third party for use by Customer, and which is used to access or use any Clearview Product, application or service, including, but not limited to the Cloud Product or any Clearview APIs. This includes, but is not limited to, servers, computers, mobile devices, tablets, virtual machines, containers, cloud-based compute and storage services, or other equipment where the Customer has installed, deployed, hosted, or maintained the Clearview APIs.
- 1.14. "Database" means all images collected by Clearview and any data including facial vector data, produced by Clearview from such images and hosted in a cloud storage database. The Database does not include probe images or images contained in the Galleries Product.
- 1.15. "Debarred List" means a list maintained by the U.S. General Services Administration of parties excluded from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.
- 1.16. "Denied Persons List" means a list published by the U.S. Department of Commerce's Bureau of Industry and Security that identifies individuals and entities that have been denied export privileges.
- 1.17. "End User License Agreement" means the Clearview license agreement provided to the Customer for the purpose of licensing access and use to the Products and Services when the Customer purchases the Products and Services through an Authorized Reseller.
- 1.18. "Entity List" means a list published by the U.S. Department of Commerce's Bureau of Industry and Security of certain foreign persons, including businesses, research institutions, government and private organizations, and individuals, that ARE determined to be a potential risk for illegal exports.
- 1.19. "Executive User" or "Administrator" means the individual(s) designated by Customer who has administrative privileges over Customer's Clearview account, including search history, audit, approval, User management, and suspension capabilities over all Users associated with such Customer account.
- 1.20. "Fees" means all fees, charges, and applicable taxes payable by Customer to Clearview, or by Customer to an Authorized Reseller, for a license and right to use and access the Products and Services. In the event the Customer purchases the Clearview Products and Services through an Authorized Reseller, the payment terms shall be as outlined in the Reseller Forms and such payment terms will be provided by the Authorized Reseller to Clearview on a Clearview approved Order Form.
- 1.21. "Galleries Product" means a private image database comprised of images and Content uploaded, shared or provided by the Users in the Customer account, which Customer may search probe images against. Images uploaded into this product are not combined with the Clearview Database (as defined above).
- 1.22. "Intellectual Property" includes, without limitation, Clearview's Products and Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, metrics, analytics and data generated or processed by Clearview or Clearview's software or systems, whether pre-existing or created after the effective date of the Order

Form, and whether developed by Clearview or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).

- 1.23. "Location Specific Addendum" means additional legal terms that apply to the Customer's access and use of the Products and Services based on the jurisdiction of where the Customer is located. The Location Specific Addendum can be viewed in the Customer's Clearview account. In the event of a conflict between the Location Country Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.
- 1.24. "Order Form" means (i) an order placed by Customer for Products or Services through a Clearview on-line registration or e-signature page, a trial account, Clearview provided order form, or a form otherwise approved and signed by Clearview; or (ii) a mutually executed order form or similar ordering document signed by Clearview and Authorized Reseller describing commercial information and related terms for Customer's purchase of the Products and Services.
- 1.25. "Professional Services" means the configuration and provisioning, integration, support, and other professional services related to Customer's use and access to the Products that are specified in an Order Form.
- 1.26. "Reseller Forms" means additional agreements and forms Customer signs when purchasing Clearview Products and Services through an Authorized Reseller. If there is a conflict between the Reseller Forms, this Agreement or a Clearview End User License Agreement (if applicable), the order of precedence is the End User License Agreement, this Agreement, and then the Reseller Forms.
- 1.27. "Services" or "Products" means Clearview's mobile-accessible and web browser platform, Professional Services, facial imaging and search software, APIs, Database, Cloud Product, image indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.
- 1.28. "Specially Designated Nationals List" means a list published by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that identifies individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers.
- 1.29. "Subsidiary" means a company that is wholly or partially owned and controlled by Clearview AI.
- 1.30. "Unverified List" a list published by the Bureau of Industry and Security ("BIS") of foreign persons for whom BIS has been unable to verify end-use checks and other information related to exports.
- 1.31. "User" means the Authorized Users and the Executive User(s).

2. LICENSE TERMS.

Users may only use and access the Products and Services pursuant to these Terms. Customer is solely responsible for itself and its Users' access to and use of the Products and Services and shall abide by, and ensure compliance with, all applicable laws in connection with the Customer's and its Users' use of the Products and Services, including but not limited to, laws related to intellectual property, data privacy, export control, and any laws applicable to Customer's use of facial recognition technology. Use of the Products and Services is void where prohibited.

- 2.1. Subject to payment of all applicable Fees and Customer's adherence to these Terms, Clearview grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to install and run (to the extent applicable), access and use the Products and Services. This license is applicable to the

Customer and its authorized Users only. This right extends to any copies, corrections, bug fixes, enhancements, modification, or new versions of the Products and Services created by Clearview for the purpose of providing the Products and Services to Customer. Any and all information Customer or its Users submits to Clearview in order to register for and/or use certain Products and Services must be accurate. Customer is entirely responsible for maintaining the security of the login information of its Users and agrees its Users shall not disclose such information to any unauthorized third party. Clearview retains all rights, titles, and interests in the Products and Services (and any copy thereof), including all related Intellectual Property rights. Any attempt by You to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms is void. Clearview reserves all rights not expressly granted under these Terms with respect to the Products, Services, and otherwise.

3. USES.

3.1. Permitted Uses.

3.1.1. Before accessing the Clearview Products and Services, all Users must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct, and Principles. While Clearview provides training on the technical aspects of our Products and Services, it is the Customer's responsibility to develop additional internal policies, processes, and training. This further training should focus on ensuring proper, ethical, and legal usage in line with applicable laws. The Customer must ensure that their Users are fully informed and compliant with your own training requirements and guidelines, beyond the scope of Clearview's provided technical training. Customer will assign at least one Executive User to act as liaison between Customer and Clearview. The Executive User is responsible for providing and maintaining a list to Clearview of who is an Authorized User and overseeing the Authorized Users' use of the Products and Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Products and Services for official government purposes, all of which must be done in compliance and consistent with any local, state, federal, international, or other applicable law. Users shall not use the Products and Services for any purpose other than those within the scope of their authorized official government duties. Customer will comply with all applicable law, regulation, and third party rights (including, without limitation, laws regarding the import or export of data, biometric data, or software, privacy, and local laws).

3.1.2. Customer represents and warrants that it is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Customer's access may be terminated without warning if Clearview believes that Customer is otherwise ineligible.

3.1.3. Customer will only access (or attempt to access) an API by the means described in the documentation of that API. If Clearview assigns Customer Access Credentials (e.g. client IDs), Customer must use them with the applicable APIs. Customer will not misrepresent or mask its identity when using the APIs or developer accounts. The Clearview APIs are intended only for use within the Customer's organization. The Customer may not share access to the Clearview APIs with any third party or make them publicly available. The Clearview APIs can only be hosted on private platforms restricted to the Customer's internal Users. Public platforms, or other external-facing servers must not be given access to the Clearview APIs.

3.1.4. Clearview sets and enforces limits on Customer's use of the APIs (e.g. limiting the number of API requests that You may make or the number of Users it may serve), in our

sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API. If Customer would like to use any API beyond these limits, Customer must obtain Clearview's express consent (and Clearview may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Clearview API team for information.

3.2. Prohibited Uses.

3.2.1. Customer agrees that it will not, and ensure that its Users do not: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Products or Services; (ii) knowingly or negligently use the Products and Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Products or Services; (iii) use the Products or Services to engage in activity that is illegal, fraudulent, false, or misleading; (iv) **use the Products or Services to engage in activity that would discriminate against any person or violate any person's civil rights**; (v) use the Products or Services to transmit any material that it unlawfully possesses; (vi) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Products or Services; (vii) upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect performance of the Products or Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of the Products or Services; (viii) engage in any activity or use the Products or Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Products or Services, or any servers or networks connected to the Products or Services or Clearview's security systems; (ix) use the Products or Services in violation of this Agreement and any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties; and (x) permit multiple Users to access the Products or Services using a single email address and password or simultaneously access the Products or Services using the same login credentials.

3.2.2. With respect to the Products and Services, You and all Users are prohibited from engaging in the following acts: (i) using the Products or Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Products or Services; (iii) infringing on any known copyright discovered with or accessed by the Products or Services; (iv) permitting anyone other than an Authorized User or Executive User to use or access Your Clearview account or the Products or Services; (v) use of any automated systems or software to extract the whole or any part of the Products and Services, the information or data on or within the Products and Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Products and Services; (vi) research or identify any individuals known to be residing in the State of Illinois, U.S.A.; and (vii) bypass security protocols or attempt to log in with the same account credentials from two different locations at the same time.

3.2.3. Except for Your own internal authorized use, You are strictly prohibited from using the APIs, Customer Equipment, Products or Services to develop or create any products or services which compete with the Products and Services (Clearview AI, the open internet search engine for official government use). Except for an Authorized Reseller, You are prohibited from sublicensing, reselling, or distributing the Products, Services, and APIs. If a Product or Service has any defined limit or restriction on usage (such as a search count listed on an Order Form), and the Customer intentionally circumvents or manipulates that limit through any means, the User will be deemed in violation of this Agreement.

Clearview reserves the right to suspend or terminate the Customer's access to any and all Products and Services if such intentional circumvention is discovered.

3.3. Security

3.3.1. You are responsible for the activities of all Users who access or use the Products and Services through Your Account and You agree that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Users. If the Customer or the Executive User becomes aware of any violation of this Agreement in connection with its Users use of the Products or Services by any person, you must immediately contact the Clearview legal department at legal@clearview.ai. The Executive User acknowledges and agrees that it will cooperate with a member of the Clearview security or legal team for the purpose of completing its investigation of any alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User access.

If Clearview suspects or receives a report that the Customer or a User has misused the Products and Services, breached these Terms, or violated any applicable law, the Customer must cooperate with Clearview to perform an audit of the Customer's account to investigate the reported issue and/or ensure compliance with this Agreement. If such audit reveals that Customer or its Users provided unauthorized access to users not permitted under this Agreement, or used the Products or Services in violation of this Agreement, Clearview may (i) terminate this Agreement, (ii) suspend Customer access to the Clearview Products and Services, or (iii) suspend access to the Products and Services unless and until the Fees are adjusted to reflect the Customer's actual usage of the Clearview Products.

3.3.2. You will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the Clearview APIs, except to remove the Clearview APIs from a hardware, Customer Equipment, or computer of which You are an owner or authorized user in a manner permitted by these Terms. You may not violate or attempt to violate the security of the Clearview APIs. Clearview reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting Users who have participated in such violations.

You will ensure that the Customer Equipment is maintained, developed with, and contains protections that are adequate to keep secure and prevent the interception of any APIs transmitted to or from such Customer Equipment. You will ensure that the Customer Equipment transmits data with protocols that are at least as secure as those being used by the Clearview APIs, and in any event with protocols as secure as 128-bit SSL encryption. You will not attempt to circumvent any security measures or technical limitations of the APIs. You will immediately notify Clearview of any security deficiencies, vulnerabilities, or bugs that You discover, or suspect have resulted in or that reasonably may result in any theft, loss, misuse, or unauthorized access to or use of Clearview data or the APIs.

3.3.3. Access Credentials (such as passwords, keys, and client IDs) are intended to be used by You and identify Your Customer Equipment. You will keep Your Access Credentials confidential and Access Credentials may not be embedded in open source projects. If You do not log in to Your API account for six (6) or more months, or we receive a bounce back that Your email is no longer in service, we may treat Your account as "inactive" and permanently delete the account and all the data associated with it.

4. PAYMENT TERMS.

4.1. **Forms.** If You elect to pay Your Fees with a credit card, You agree that Clearview may charge the credit card or other payment mechanism selected by You and approved by Clearview ("Your Account") all amounts due and owing for the Products and Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or Clearview provided invoice. Except for an Order Form approved by Clearview from an Authorized Reseller, if You provide Clearview with Your own purchase order document, unless otherwise agreed to by the Clearview Chief Revenue Officer and Legal Team, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. **Monthly.** If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide on a monthly basis for the Products and Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for the Products and Services, You will have seven (7) days to provide new credit card information to pay for the Products and Services, otherwise Your access to the Products and Services may be terminated by Clearview in its sole discretion.

4.3. **Term.** If Your Account is for a specific term period, then You shall pay for the Products and Services as outlined on Your Order Form or Clearview invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off) or as instructed by the Authorized Reseller.

4.4. **Late Payments.** **This Section 4.4 will not apply to Customers where applicable law prohibits the Customer from contractually agreeing to late fees or interest.** To the extent the jurisdiction that You are located in allows You to incur late charges for failure to pay Fees in a timely manner, any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Products and Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

If applicable, if Clearview does not receive payment from an Authorized Reseller for the Products and Services outlined on the Order Form, Clearview may immediately suspend Customer's access to the Products and Services, this Agreement, or any Order Form by providing written notice to Customer. However, in Clearview's sole discretion, it may instead choose to directly collect Fees from the Customer in order to prevent any suspension in Customer's access to the Products and Services. Clearview reserves the right to directly pursue payment from the Customer if an Authorized Reseller fails to submit payment to Clearview as outlined on the Order Form.

4.5. **Price Changes.** Clearview reserves the right to change the pricing for Products and Services at any time, including those previously offered for free. However, the pricing listed on a Customer's Order Form shall govern over any pricing changes for the duration of the initial term period specified in the Order Form (this does not include automatic renewal periods). After the initial term period specified in the Order Form expires, Clearview will notify the Customer of any pricing changes applicable to renewed terms and give the Customer an opportunity to terminate access before being charged the new pricing. For Products or Services that were previously free, Clearview will not begin charging a fee during the initial term specified in the Order Form unless the Customer has been notified of the applicable fees in advance and has agreed to the pricing change. However,

Clearview reserves the right to revoke or limit the Customer's use and access to such previously free features at its sole discretion if it chooses to charge for them later.

4.6. Taxes.

4.6.1. If You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with proof of or an executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law. Notwithstanding the foregoing, if You are **not** tax exempt, then the Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Products and Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

5. TERM AND TERMINATION.

5.1. Term. This Agreement is effective on You and Your Users commencing on the day You first use the Products or Services, whether it be via a free trial or a paid subscription license. If You purchase the Products or Services for a specific term (as further set forth in Your Order Form), the termination will be effective on the last day of the then-current term, renewal term, or in the case of a month-to-month Agreement, upon written notice of Your desire to terminate the Agreement at the end of the applicable month. Either party may terminate any applicable renewal term by providing the other party with notice of non-renewal at least 30 days before the end of the applicable renewal term. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may immediately terminate (i) Your access to the Products and Services, (ii) an Order Form, or (iii) this Agreement, and retain any Fees previously paid by You. Upon the expiration of this Agreement, to the extent You continue to access and use the Products and Services, the terms of this Agreement will continue to apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You and Your Users must cease any further use of the Products and Services.

This Agreement may be terminated in the following ways:

5.1.1. By mutual agreement: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. By breach: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this section before terminating the Agreement. Clearview will not issue or provide any refund for Fees paid in advance if this Agreement is terminated due to your breach of the Agreement.

5.1.3. By impossibility of performance: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, war, flood or storm, strikes, or changes in an applicable statutory

regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. Lack of Funding – Government Agencies. If the necessary funds to fulfill the payment obligations under this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement.

5.2 Termination. Upon termination of these Terms, You will immediately stop using the Products, Services, associated APIs and Cloud Product. Clearview may independently communicate with any account owner whose account(s) are associated with Your Customer Equipment or API and Access Credentials to provide notice of the termination of Your right to use the Customer Equipment for an API. Upon termination or expiration of these Terms or of access to an API, or upon written request of Clearview, You shall (i) promptly destroy or return the APIs in whatever form they may be held by You, including the destruction or return of any and all documents and other materials associated with such APIs and Cloud Product and all copies thereof, and (ii) confirm in writing (in a form to be approved by Clearview) to Clearview that You have complied with the obligations set forth in this Section.

6. CONFIDENTIALITY.

6.1. To the extent legally permissible, Customer shall not disclose Clearview Confidential Information, or any part thereof, to any third party. Customer shall only use Clearview Confidential Information to exercise Customer's rights and obligations under this Agreement. Furthermore, Customer agrees to use the same degree of care to protect Clearview Confidential Information from accidental and/or unauthorized use and disclosure as Customer uses to protect Customer's own confidential information, but in no event shall such degree of care be less than a reasonable degree of care. Each User must have a need to access Clearview Confidential Information, be bound by confidentiality restrictions materially consistent with those set forth herein, and comply with the terms of this Agreement.

Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("FOIA") or a substantially similar law applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will **endeavor** to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

6.2. You or Your Users may provide, or Clearview may invite You to provide comments or ideas about the Products or Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied); (iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that You submit.

7. PROPRIETARY RIGHTS AND COPYRIGHT.

All rights not expressly licensed to Customer under this Agreement are reserved exclusively by Clearview, including, without limitation, all ownership, title, and proprietary rights in and to Clearview Intellectual Property. While You acknowledge that Clearview is engaged in the collection and processing of public images and facial recognition data on Your behalf and for Your benefit, under no circumstances shall any Products or Services provided by Clearview be deemed "works made for hire" by Clearview for the ownership of the Customer. Except as authorized by Customer in this Agreement, Customer retains sole and exclusive ownership to any and all Content, and Customer shall be responsible for the accuracy, quality, integrity and legality of Content and of the means by which it acquired the Content.

8. CUSTOMER REPRESENTATIONS.

- a. You represent and warrant that: (i) Your signatory on the Reseller Forms and any Order Form has the actual authority to contract with Clearview on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) Users are not on any Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List or any other lists published by the U.S. Government.
- b. By accessing and using the Products or Services, You represent and warrant that: (i) You and Your Users will use the Products and Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (ii) You have a legitimate interest to use the Products or Services to engage in data processing activities, and (iii) Your use of the Products or Services are in the public interest and are proportional to carry out that public function. You understand, acknowledge and agree that entering into this Agreement and accessing the Products and Services is for the purpose of Clearview cooperating with Customer to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender work, or criminal investigative work as authorized under applicable law.
- c. Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, Virginia or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview [Privacy Policy](#), Clearview does not knowingly sell or share information about consumers under the age of 16.
- d. Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, or (v) to help protect against the spread of Child Sexual Abuse Material ("CSAM"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("NCMEC"), Federal Bureau of Investigation ("FBI"), any federal law enforcement agency that is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency that has an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.
- e. This representation and warranty set forth in Section 8(e) shall not apply to: (i) transactions that are required or authorized by U.S. Federal law, (ii) an international agreement to which the United States is a party, as further listed under § 202.507 of 28 C.F.R. Part 202, or (iii) data transactions

undertaken for the official business of the United States Government. Specifically, it does not apply to activities conducted by United States Government employees, grantees, or contractors; or authorized activities of any United States Government department or agency, including those performed by Federal depository institutions or credit union supervisory agencies acting in the capacity of receiver or conservator; or transactions carried out under a grant, contract, or other agreement with the United States Government. Such activities must be undertaken pursuant to a grant, contract, or other agreement with the United States Government and directly further the official business of the United States Government. This exemption does not apply to activities outside the scope of official government business or to transactions conducted for any other purpose.

Customer represents and warrants on behalf of itself and its Users, that it is not a Covered Person, and agrees that it will not, under this Agreement, perform any services, engage in any transactions or activities, or use the Products and Services to engage in a Covered Data Transaction involving data brokerage with a Country of Concern or a Covered Person. Customer must promptly report any known or suspected violation of this Section 8(e) to legal-requests@clearview.ai within five (5) days of the known violation. The report must include detailed information regarding the nature, date, and circumstances of the violation, along with any supporting documentation. Customer shall fully cooperate with Clearview in any subsequent investigations, inquiries, or additional reporting obligations required by applicable laws or regulations. For avoidance of doubt, this representation and warranty prohibits Customer from engaging in certain transactions with Clearview search results, including, but not limited to, providing Clearview search results pertaining to U.S. residents to any person or entity, (i) residing in any Country of Concern, (ii) controlled by a person residing in a Country of Concern, or (iii) designated as a Covered Person.

For the purposes of Section 8(e), additional definitions are outlined in 28 C.F.R. § 202.101 (2025), Part 202—Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons. The full text of these regulations can be accessed in the Federal Register at: <https://www.federalregister.gov/d/2024-31486>.

9. USER CODE OF CONDUCT.

These Terms incorporate the Clearview User Code of Conduct by reference. You and all Users are required to abide by the Clearview User Code of Conduct, which is attached as Appendix 1. The User Code of Conduct outlines specific requirements for maintaining the security of individual accounts, using the Products and Services only for authorized government purposes as permitted by Your agency, and verifying and independently supporting all image search results. It is imperative that all Users adhere to the User Code of Conduct at all times while using the Clearview Products and Services.

10. COLLECTION AND SHARING OF DATA.

Subject to the terms of Clearview's [Privacy Policy](#), You and on behalf of Your Users expressly authorize Clearview to act as an agent and processor on Your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving and processing Content (as defined below) uploaded or provided to the Products and Services; (iii) producing, processing, and storing facial vectors from images collected from the Internet and from Content, provided by You, or shared by You with Clearview, for the purpose of providing the Products and Services to You, and (iv) cooperating with You to investigate conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations. Any publicly available image data collected by Clearview from the internet is collected and processed for the purpose of improving the function of its search engine, enabling Clearview to improve the Products and Services accessed by the Customer and provide a more effective investigative tool to the Customer.

By accessing and using the Products or Services, Users affirmatively consent and allow Clearview to collect several types of information for our business operations, including:

- **Individual or Agency Account Creation:** When creating an account, Users may be required to provide Your name, rank/title, contact information, and employer/agency name. In some cases, we may request reasonable additional information such as age or identity verification information. Please note that we reserve the right to reject any account application or activation for any reason.
- **Communications.** Clearview may provide Users with the option to communicate with the Clearview customer support team via telephone, SMS, or MMS messages. If You or a User provide a mobile number to Clearview, You consent to Clearview contacting You or the user via SMS text messages for business-related and customer service purposes, including but not limited to facilitating two-factor authentication for login to Clearview Products and Services, providing updates on orders, customer support services, responding to inquiries, and offering relevant information pertaining to Your account, the Products or the Services. By Users voluntarily providing a mobile phone number to Clearview and submitting a customer service inquiry, You agree that Clearview may contact such User by telephone, SMS, or MMS messages at that phone number, and consent to receiving such communications for transactional and informational purposes in response to customer service inquiries. You understand that such messages may be sent using an automatic telephone dialing system, and You are responsible for any fees that your phone service provider charges for SMS, data services, etc.
- **During Usage of the Products and Services:** Information related to Your use of our Products and Services, such as IP addresses, browser type and version, geographic location, search history within the Products and Services, records of User login history, and any other data that may be helpful for improving and enhancing our Products and Services. Clearview reserves the right to create, disclose, and use aggregated and/or anonymized data derived from your personal information and usage details for internal business purposes and compliance purposes.

By accessing and using the Products and Services, You and Your Users agree and consent to the sharing of certain types of personal data and information with third parties. Specifically, Users consent to:

- Sharing their name, title, contact information and written messages to Clearview and its employees with a third-party provider or service provider who provide us with certain services, such as cloud storage, customer service and support, software, payment, and customer relationship management tools.
- Sharing Content with other Clearview customers, including for the purposes of investigative deconfliction and image gallery sharing, only if the Executive User or a User consents to such sharing of the Content.
- Disclosure of personal data as may be required by laws and regulations.

For more information on how we handle personal data and protect privacy, please review our Privacy Policy [here](#).

11. USER CONTENT.

11.1. In connection with the Products and Services, Users may upload or share text, files, images, photos, videos, sounds or other materials (“**Content**”) with Clearview. You represent and warrant that You and Your Users: (i) have lawfully obtained and own the Content uploaded into the Products and Services, including the Galleries Product, or otherwise have the rights to grant the license set forth in this Section; (ii) the posting and use of Your Content does not violate the rights of any third party, including, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) uploading the Content does not result in

a breach of contract between You and a third-party. Except for Content owned or licensed by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for official government use, the protection of public security, and any other uses allowed under this Agreement.

11.2. You expressly authorize Clearview to perform technical functions necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow it to be uploaded, stored and used across Clearview's Products and Services. With respect to the Customer Equipment, we grant You a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the Clearview API, including any online or enclosed documentation, data distributed to Your computer for processing and any future programming fixes, updates and upgrades provided to You, onto a network server or computer workstation for Your sole use to install, interact with and utilize the Clearview APIs, including the content and features contained therein. For the Customer Equipment, this license may not be shared, transferred to or used concurrently on different servers or workstations, and Clearview may require You to install future programming fixes, updates and upgrades provided to You for the APIs. Clearview reserves the right to add additional features or functions to the Clearview Products and Services when installed on Your computer or via a Customer Equipment and the Clearview's APIs may periodically communicate with Clearview servers. All activities that occur using Your Access Credentials are Your responsibility.

11.3. In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Products and Services. Your Content, including that in the Galleries Product, will remain inaccessible to other Clearview Customers **unless** You or Your Users authorize it, or it becomes public through no confidentiality breach by Clearview. If You or Your Users elect to share Content uploaded by You with other Clearview customers, You represent and warrant that You have the lawful authority to share such Content with other Customers. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview may delete the Content, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer may be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform and will only maintain this data to the extent necessary to provide the Products and Services. Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. Customer retains all rights to the video Content and is solely responsible for backing up and archiving such Content.

11.4. Clearview Enhance. Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). If the feature is available to the Customer, Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative, not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search

results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

11.5. Development of Products and Services. We are constantly developing new technologies and features to improve our systems, facial recognition technology algorithm, Products and Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Products or Services, and/or start offering new Services or stop offering old ones. When a Product or Service requires or includes downloadable software, that software sometimes updates automatically on Your device once a new version or feature is available. Some services let You adjust Your automatic update settings. In addition, You acknowledge and agree that in connection with Clearview's continued work on its Products, Services and algorithm, such research and development is in furtherance of our provision of the Products and Services to You. If we make material changes that negatively impact Your use of our Services, we will provide You with reasonable advance notice (which may be via email), except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

11.6. Limited Rights. If data collection and crawling services ("CaaS Services") are performed by Clearview on behalf of the Customer, as further outlined on the Order Form, Customer understands that Clearview may prioritize completing these CaaS Services over other unrelated Services and Clearview is not developing or delivering any unique technical data set to Customer. Any and all data that Clearview may collect or generate during the performance of CaaS Services ("CaaS Content") shall remain the sole property of Clearview, subject to Clearview's unlimited rights. The Customer does not acquire any ownership rights or license to use any such CaaS Content after the Customer is no longer an active Customer of Clearview. To the extent applicable and if it is determined that any data produced by the Products, Services, or CaaS Services is "technical data", the Customer shall only receive the limited rights granted under DFARS 252.227-7013. This means the Customer does not have the right to release or disclose the data outside the Customer without written permission from Clearview, and the Customer acknowledges its limited rights to use, modify, reproduce, release, perform, display or disclose any such technical data. Clearview expressly disclaims granting the Customer any implied licenses in technical data under this Agreement beyond the limited rights (if applicable) expressly granted to the Customer as outlined above. The Customer does not have any rights to the technical data beyond what is stated in this disclaimer. Clearview is not obligated to provide any Professional Services beyond those set forth in the Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form.

11.7. The Products and Services (to the extent constituting software) are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, You receive only those rights with respect to any such Product or Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

12. NO WARRANTIES.

12.1. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES, REGARDING THE ACCURACY OR

RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR SERVICES OR THAT THE PRODUCTS OR SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS OR SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS OR SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS AND SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS OR SERVICES. USE IS AT YOUR OWN RISK.

12.2 Beta Services. The term "Products" or "Services" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("Beta Services"). Beta Services are experimental, trial applications and features that may be revoked by Clearview, "break" or cease to be available at any time. Clearview may remove or suspend access to Beta Services at any time. Beta Services are not required in order to use the Products and Services and are not part of the Products or Services, even if Customer elects to use them with the Products or Services. BETA SERVICES ARE AVAILABLE ONLY ON AN "AS IS" BASIS. CLEARVIEW MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY BETA SERVICES OR THE CONTENT MADE AVAILABLE THROUGH BETA SERVICES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE BETA SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. INDEMNIFICATION.

In no event shall Clearview nor its affiliates and their respective directors, officers, employees, and agents ("Clearview Parties") be liable for any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; (c) any security breach caused by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach, or (d) any administrative or legal inquiry by a third-party related to Customer's use of the Products and Services that is in no way related to a violation of law by Clearview ("Claims").

If Clearview receives a third-party subpoena related to the Customer or their use of the Clearview Products and Services, Clearview shall promptly notify Customer and provide copies of such subpoena. Customer shall provide qualified legal counsel, subject to Clearview's approval, which shall not be unreasonably withheld, to respond to the subpoena at the Customer's sole expense. Clearview and the Customer will reasonably cooperate with the legal counsel selected by the Customer in defending against the subpoena.

Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding (i) arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement, or (ii) alleging that data Clearview used to train its proprietary algorithm, which is part of the Products and Services violates third-party patent, trade secret, trademark, or copyright rights.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Products or Services; any content obtained from the Products or Services; or unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Products and Services giving rise to the claim.

15. MISCELLANEOUS

15.1. The parties agree to contract in the English language. If Clearview provides a translation of the Terms, we do so for Your convenience only and the English Terms will solely govern our relationship. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. This Agreement constitutes a legally binding contract between Clearview and Customer, regardless of any involvement by an Authorized Reseller. The Customer acknowledges that this Agreement governs their use of Products or Services and remains valid regardless of any Authorized Reseller transactions. Clearview reserves the right to directly enforce the terms of this Agreement against the Customer, regardless of the involvement of an Authorized Reseller.

Use of the Products and Services are subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting <https://www.clearview.ai/privacy-policy> and <https://www.clearview.ai/principles>, respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that if Clearview makes any material changes to these Terms that negatively and adversely affect the Customer's rights or obligations, such changes will only take effect if the Customer provides explicit consent to those specific modified Terms. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You and Your Users. If You do not agree with the changes, You should discontinue using the Products and Services. If You continue using the Products and Services after such 10-business-day period, You will be deemed to have accepted the changes to these Terms.

15.2. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the state or country where the Customer is headquartered. If the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described herein will not apply to such Customer. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by American Arbitration Association under its Mediation Rules.

15.4. Notices. Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Executive User and all notices to Clearview must be sent to legal-requests@clearview.ai. A notice will be deemed to have been duly given the day after

it is sent. The Customer or Clearview may change its email address for receipt of notice by notice to the other party in accordance with this Section 15.4. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Clearview AI, Inc. makes its technology and software tools available to government agencies and government contractors to carry out official government tasks, such as national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work. As a company, we are committed to the highest level of ethics, integrity and professionalism and take steps to ensure that our search tools are used correctly and lawfully. Our User Code of Conduct ensures that our customers use the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm that they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a specific email address and password for an Account on the Clearview Products and Services, referred to as, “User”, “Users”, or “Individual Users”) and to all User organizations (organizations which have an Agreement with Clearview, referred to here as “User Organization”, “User Organizations”, or “Organization”).

By registering a User Account with Clearview, and by using Clearview’s Products and Services, APIs, Cloud Product, mobile application and web browser application (found on the web at [Clearview.ai](https://clearview.ai)), facial imaging and search software, image Database, image indexing and search functionality, and its website (collectively, the “Clearview Platform”), Users and Organizations agree to be bound by this User Code of Conduct (this “Code”). Terms not otherwise defined in this Appendix 1 shall have those given to them in the Terms of Service above.

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activity that occurs under that User’s username and password. If a User experiences unauthorized use of their username or password or any other security breach, Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Sharing of Content from the Products and Services Information

- The “Share With” feature, or any substantially similar functionality within Clearview Products enables Customers to collaborate on investigations with other government or law enforcement agencies. If the “Share With” feature is enabled or provided, Users may be restricted from sharing results generated by the Products and Services with individuals from other government agencies. Specific permissions and limitations regarding the use of the “Share With” feature may be outlined in the Order Form.
- Customers are prohibited from using the “Share With” feature in a manner that allows other agencies to routinely conduct searches through the Customer’s account, effectively circumventing the need for their own direct account with Clearview AI. Any sharing must comply with applicable laws and regulations. It is the Customer’s responsibility to ensure that agencies receiving shared search results are authorized to lawfully access the information.

Independent Verification

- Search results obtained through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes significant steps to ensure the accuracy of its facial recognition software, but we cannot guarantee the accuracy of search results. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person within the Organization.

- The Clearview Platform is not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall **not** use it as such.
- Additionally, search results produced by the Clearview Platform are not intended or permitted to be used as admissible evidence in a court of law or any court filing. We recommend consulting with Your Organization's legal counsel for further guidance on this matter.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by government agencies and government contractors to carry out official governmental tasks, such as national security, public safety, or criminal investigative work. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User, who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a way that contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview [Privacy Policy](#), Clearview does not knowingly sell or share information about consumers under the age of 16.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age who is a resident in the State of Virginia, unless such Content (i) concerns an investigation on a matter related to public safety (as further outlined in Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.)), or (ii) concerns conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations (as further outlined in Va. Code § 59.1-582).
- Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, and (v) to help protect against the spread of Child Sexual Abuse Material ("CSAM"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("NCMEC"), Federal Bureau of Investigation ("FBI"), any federal law enforcement agency involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency with an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.
- Clearview reserves the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct.

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct sets out the expectations for our Users and Organizations in terms of their use of the Clearview Platform. We expect our Users and Organizations to adhere to these standards at all times and to report any violations to us. By adhering

to this Code of Conduct, You are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics, security, and professionalism. We appreciate your cooperation in upholding the integrity of the Clearview Platform and our commitment to responsible and ethical use.