



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 26-92

Date Posted: August 11, 2026

Written Response Due Date: August 18, 2026

This is not a formal solicitation and there are no submissions required. The proposed contract action is for products or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT:** Facial Recognition Software
- **AMOUNT** (This is an acquisition with an estimated value of): **\$11,400.00**
- **VENDOR:** Clearview AI, Inc.

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they can meet or exceed the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to complete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.

Order Form

North Port (FL) Police Department

CUSTOMER INFORMATION

Customer: North Port (FL) Police Department
Billing Address: 4970 City Hall Boulevard, North Port, Florida, 34286
Billing Instructions: *Attach or describe unique customer invoicing instructions*
Offer Expires: 9/25/2026

ADMINISTRATOR AND BILLING CONTACT INFORMATION

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

Full Name: David Polce
Job Title: Commander
E-Mail: dpolce@northportpdf.gov
User Role: Primary Administrator and Billing Contact

SUBSCRIPTION TERMS

Product:	Clearview AI SaaS - SL (Tool + Cloud Database Access) - Enterprise 6
Total Contract Term Length:	24.00 months
Contract Term Start Date:	10/1/2026
Contract Term End Date:	9/30/2028
Renewal Term:	At the expiration of the Contract Term End Date, the Agreement shall automatically renew for successive one (1) year terms (each a "renewal term"), unless Customer or Clearview provides the other party with no less than thirty (30) days' advance written notice prior to upcoming then applicable expiration date of the Agreement. Customer notice not to renew shall be delivered to renewals@clearview.ai and Clearview notice not to renew shall be sent to Customer at the Administrator email outlined above.
Additional Information:	This renewal Order Form is for existing Customers of Clearview and is executed in connection with the continuation of Products and Services previously provided under the original Order Form between the Customer and Clearview . This renewal Order Form supersedes any preexisting Order Forms signed by the Customer and Clearview.

PRICING INFORMATION AND PAYMENT SCHEDULE

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.

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 Contract Term Start Date (60% Discount)	\$11,400.00
Year 2 Payment, due on the anniversary of the Year 1 Payment Due Date	\$28,500.00
One time Professional Service Fees	\$0.00

By signing this Order Form, I confirm that Customer has completed all required internal procurement procedures and approvals necessary to purchase this technology. I acknowledge receipt of, and agree to, the Clearview AI Terms of Service, User Code of Conduct, and Customer Privacy Policy, copies of which are attached hereto and also available for review within the Clearview AI platform upon login.

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, User Code of Conduct, and Customer Privacy Policy ("Terms"), copies of which are attached hereto. 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. Clearview may suspend Your access unless and until it receives payment from You.

Clearview AI Sole Source Affidavit - 2026.pdf (2 pages, appended below)

[Download](#) 2D54CA6590D238ABEA24F30D5FE02819744B49A9C80778DCF7027DB698586906

Clearview AI Terms of Service & Privacy Policy - 3.6.26.pdf (27 pages, appended below)

[Download](#) 76865BE201E8BAA3F6B7723CF046B1CD1BDC42872BDDDB40299E9B83AE23825BB

Clearview W9_2026.pdf (7 pages, appended below)

[Download](#) B50937EBD3989B69C1E8FDC13BDC1C45F42A856169FF24CA78F51E0AC6B95F66

Participants

CLEARVIEW AI, INC. United States

Influencer

Matthew Haggard
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Delivery channel: Email

Signatory

Jai-Sun Lee
jaisun.lee@clearview.ai

Date

Delivery channel: Email

Viewer

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Invoicing Specialist
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Delivery channel: Email

Viewer

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Delivery channel: Email

FL - NORTH PORT - POLICE DEPT United States

Influencer

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Delivery channel: Email

Influencer

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Delivery channel: Email

CLEARVIEW AI UNIQUE ATTRIBUTES / SOLE SOURCE - 2026

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.

Thomas Jackson Mulcaire

THOMAS JACKSON MULCAIRE

Chief Legal Officer

Clearview AI, Inc.

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).

NOTARY ACKNOWLEDGMENT

State of Virginia

County of Henrico

On 02/09/2026, before me, the undersigned notary public, personally appeared
Thomas Jackson Mulcaire, proved to me through satisfactory evidence of identification,
which was US Driver License, to be the person(s) whose name(s) is/are signed
on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its
stated purpose.

 Notary Public Signature

Antonio Leshone Bradshaw Printed Name of Notary Public

My Commission Expires: 06/30/2027

[NOTARY SEAL]



Notarized remotely online using communication technology via Proof.

Last Updated: March 6, 2026

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

How These Terms Apply to You

1. If the Customer executes an Order Form, accepts an End User License Agreement through an Authorized Reseller, or incorporates these Terms into a purchase order or other procurement document, these Terms become effective through that executed agreement.
2. For users who have not executed such an agreement, these Terms become effective by clicking "I Accept" or similar acknowledgment, or by accessing or using the Products or Services.

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 any related systems and technologies that Clearview may provide are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search and identification software or the data returned by its Products and Services. Clearview's facial recognition algorithm has been tested by the National Institute of Standards and Technology's Facial Recognition Technology Evaluation program, and relevant results can be found [here](#) and [here](#). The performance of Clearview's facial recognition technology can differ from test results under real-world conditions. The quality of a submitted probe image, the availability or lack of online images or other publicly available data 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 data pertaining to the person depicted in the probe image or query and incidental data pertaining to other individuals. Clearview is neither designed, nor intended, to be used as a sole-source system for establishing or confirming an individual's identity. Customer is responsible for independently verifying any information or data obtained through the Products and Services before relying on it in relation to any legal process.

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. **"Account Data"** means information provided by Customer or its Users in connection with account registration, administration, and use of the Products and Services, including User name, rank or title, contact information, employer or agency name, IP addresses, browser information, geographic location, and in-app activity, including login and search history (e.g., timestamps and frequency of searches).
- 1.3. **"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 voting stock.
- 1.4. **"Agreement"** or **"Terms"** means these Terms of Service, together with all Exhibits, Order Forms, Location Specific Addendum, End User License Agreements, and incorporated policies.
- 1.5. **"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.
- 1.6. **"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.
- 1.7. **"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.
- 1.8. **"Beta Services"** means any features, modules, or applications labeled as "Pre-Release," "Alpha," "Beta," or the like. Beta Services are not part of the Products or Services, even if Customer elects to use them with the Products or Services.
- 1.9. **"Clearview", "We", or "Our"** means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns. Clearview AI, Inc. is the sole contracting party under this Agreement and may use its Affiliates and Subsidiaries in the development, improvement, or delivery of the Products and Services.
- 1.10. **"CaaS Content"** means any and all data that Clearview may collect or generate during the performance of CaaS Services. CaaS Content is the sole property of Clearview, subject to Clearview's unlimited rights. CaaS Content is not included in the definition of Content.
- 1.11. **"CaaS Services"** means data collection and crawling services performed by Clearview on behalf of the Customer, as further outlined on the applicable Order Form.
- 1.12. **"Clearview Parties"** means Clearview, its Affiliates, Subsidiaries, and their respective directors, officers, employees, and agents.
- 1.13. **"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. Nothing in this definition limits Customer's obligations under applicable public records, freedom of information, or similar laws. Customer's confidentiality obligations are set forth in Section 6.1.

- 1.14. **"Cloud Product"** means Clearview's search engine platform and related functionality, hosted remotely and accessed via the Internet, Database, publicly-available data indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.
- 1.15. **"Content"** means any text, files, images, photos, videos, sounds, or other materials uploaded, submitted, or otherwise provided by Customer or its Users to Clearview through the Products and Services, including search queries and any information submitted to generate search results. Content does not include (i) the Database, (ii) Account Data, or (iii) CaaS Content.
- 1.16. **"Country of Concern"** means any country designated as such under 28 C.F.R. Part 202. As of the published date of these Terms, this includes: China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.
- 1.17. **"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.
- 1.18. **"Covered Person"** means any person meeting the definition of "covered person" under 28 C.F.R. § 202.101, as amended from time to time, including foreign persons owned or controlled by, employed by, or resident in a Country of Concern. The Covered Persons List is maintained by the National Security Division at <https://www.justice.gov/nsd>.
- 1.19. **"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.
- 1.20. **"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.
- 1.21. **"Database"** means all data collected by Clearview including images, facial vector data, and other publicly available information, produced or compiled by Clearview and hosted in a cloud storage database, or databases searchable by Customer. The Database does not include Customer Content.
- 1.22. **"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.
- 1.23. **"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.
- 1.24. **"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.

- 1.25. **“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.
- 1.26. **“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.
- 1.27. **“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.
- 1.28. **“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).
- 1.29. **“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).
- 1.30. **“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. If applicable, the Location Specific Addendum can be viewed in the Customer's Clearview account. In the event of a conflict between the Location Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.
- 1.31. **“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.
- 1.32. **“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.
- 1.33. **“Processing Tools”** means tools, services, or capabilities used to process Content for purposes of providing, enhancing, or supplementing the Products and Services, including, without limitation, image analysis, quality enhancement, data extraction, synthetic media, or deepfake detection capabilities.
- 1.34. **“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.

- 1.35. **"Services"** or **"Products"** means Clearview's mobile-accessible and web browser platform, Professional Services, facial imaging and search software, data search and analytical tools, APIs, Database, Cloud Product, data indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.
- 1.36. **"Service Provider"** means any cloud-based service provider that processes data on Clearview's behalf to assist in providing, maintaining, or improving the Products and Services.
- 1.37. **"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.
- 1.38. **"Subsidiary"** means a company that is wholly or partially owned and controlled by Clearview AI.
- 1.39. **"Unverified List"** means 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.
- 1.40. **"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 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 use of its Products and Services, the Customer is responsible for developing and delivering any additional internal policies, processes, and training necessary to ensure lawful and ethical use, and to ensure its Users are fully informed, properly trained, and compliant

with the Customer's own training requirements, guidelines and all applicable laws. 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, 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. Notwithstanding the foregoing, any API usage limits expressly set forth in an applicable Order Form or Service Level Agreement shall govern over any general limitations imposed under this Section. 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 illegal, fraudulent, false, or misleading activity; (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; (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; or (xi) unless expressly authorized under the Order Form, permit any User to conduct searches at the request of, or to fulfill the search needs of, other individuals within Customer's organization who are not separately licensed Users.

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) using 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; or (vi) 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. The late charge provision in 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. 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. Products or Services designated as beta, preview, early access, or similar pre-release offerings may be transitioned to paid offerings or discontinued at any time upon reasonable notice to the Customer.

4.6. Taxes.

4.6.1. If You are exempt from applicable taxes incurred or to be charged under this Agreement, upon Clearview's request, You will provide Clearview with proof of or an executed certificate of such tax exemption. 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. The term of this Agreement commences on the earlier of (i) the date Customer first accesses or uses the Products or Services, or (ii) the date Customer executes an Order Form, and continues until terminated in accordance with this Section 5. 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, and to the extent permitted by applicable law, 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, or such shorter period as required by Customer's applicable law, 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.

5.3 Post-Termination Data. Following expiration or termination of this Agreement, Customer may request deletion of Content and Account Data associated with its account by submitting a written request to its Account Executive or Customer Success Manager. Upon Clearview's acknowledgement of receipt of such request, Clearview will complete the deletion within forty-five (45) days, unless Clearview is required to retain such Content or Account Data under applicable law, regulation, or court order, or to comply with litigation holds, regulatory investigations, audit requirements, or other legal retention obligations. Where Clearview retains Content or Account Data pursuant to a legal retention obligation, Clearview will delete such data promptly after the obligation expires. Clearview's collection and retention of Account Data during the term of this Agreement is further described in Clearview's [Privacy Policy](#).

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 publicly available data, including 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 or 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 or any substantially similar restricted party list 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. 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>.

This Section 8(e) does not apply to transactions exempt under 28 C.F.R. § 202.507, which currently includes transactions that are (i) required or authorized by U.S. Federal law, (ii) pursuant to an international agreement to which the United States is a party, or (iii) conducted in furtherance of official United States Government business. The Customer should refer to § 202.507 for the full scope of applicable exemptions.

- f. Clearview is not a consumer reporting agency as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Products and Services do not constitute consumer reports. The Products and Services are not intended, and shall not be used, in whole or in part, as a factor in determining any individual's eligibility for credit, insurance, employment, housing, or any other purpose governed by the FCRA. Notwithstanding the foregoing, to the extent Customer uses data obtained through the Products and Services in connection with any decision or process that is subject to the FCRA, Customer is solely responsible for ensuring its independent compliance with all applicable FCRA requirements, and Clearview shall have no liability arising from such use.

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 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 on Your behalf for the purpose of: (i) collecting and compiling publicly available information, including images or other data from the internet; (ii) receiving and processing Content; (iii) producing, processing, and storing facial vectors from images and other derived data from publicly available information 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, (iv) engaging Service

Providers to process Content for purposes of providing, maintaining, and improving the Products and Services; and (v) 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 data collected by Clearview from the internet is collected and processed for the purpose of improving the function of its Products and Services, 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 Account Data. 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:** Clearview collects Account Data 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 Service Provider who may 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](#).

11. USER CONTENT.

11.1. In connection with the Products and Services, Users may upload Content with Clearview. Customer acknowledges that all information provided through the Products and Services, including search results, Database information, and any associated data, is provided solely as an investigative lead and must be independently verified by the Customer through additional research and investigation before being relied upon for any legal purpose. 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.

11.4. Clearview Enhance. Clearview Enhance is a feature designed to improve the quality of a Content, 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, 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 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. 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.

11.8. Processing Tools. Clearview may engage Service Providers to provide Processing Tools and to process Content in connection with such Processing Tools. Customer acknowledges and agrees that:

(a) Clearview may engage Service Providers as part of its standard service delivery without requiring additional Customer consent, provided that Clearview shall (i) ensure that the Service Provider is capable of providing the level of protection for processing Content required by this Agreement, (ii) ensure that any Service Provider is contractually bound by data protection and confidentiality obligations at least as protective as those set forth in this Agreement; and (iii) ensure that any Service Provider that processes Content maintains industry-standard security

certifications (such as SOC 2 Type II, ISO 27001, or FedRAMP authorization where applicable) or demonstrates equivalent security controls;

(b) Clearview shall remain fully responsible for the acts and omissions of any Service Provider it engages to the same extent as if Clearview were performing the services directly;

(c) Clearview will maintain a current list of Service Providers that process Content, which shall be available for review by the Executive User via Clearview's Trust Center at <https://trust.clearview.ai/>. The list of Service Providers may be updated from time to time at Clearview's discretion without requiring additional written consent from, or advance notice to, Customer. It is the Customer's responsibility to periodically review the Trust Center for updates to the Service Provider list, provided, however, that Clearview will provide periodic email notice to the Administrator summarizing any updates to the Service Provider list;

(d) Certain Processing Tools may be made available to Customer on an opt-in basis, and Customer's election to enable such features constitutes authorization for Clearview to process Content using the applicable Processing Tool; and

(e) Service Providers shall not retain, store, or use Content for any purpose other than providing the Processing Tools to Clearview.

12. NO WARRANTIES.

12.1. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND THE CLEARVIEW PARTIES 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 PARTIES 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 PRODUCTS AND SERVICES IS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS OR SERVICES. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS OR SERVICES.

12.2 Beta Services. The term "Products" or "Services" excludes 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 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, and such subpoena is not related to any Clearview wrongdoing, Clearview shall notify Customer and provide copies of such subpoena. **To the extent permitted under applicable law**, Customer shall cooperate and provide assistance to Clearview in defending and responding to such 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 twelve (12) months 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 or any incorporated policy (including the Privacy Policy and Principles) in any language other than English, such translation is provided for Your convenience only and the English version shall solely govern the rights and obligations of the parties. In the event of any conflict or inconsistency between the English version and any translation, the English version shall prevail. 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, and any disputes arising out of or relating to this Agreement shall be brought and resolved exclusively in the courts located in that jurisdiction, provided that such local law requires the application of its local laws and forum. If the laws of the Customer's jurisdiction do not require local laws or courts to govern, then this Agreement shall instead be governed by the laws of the State of Texas, with any disputes resolved exclusively in the courts of Harris County, Texas.

To the extent permitted under applicable law, any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall first be submitted to mediation in accordance with mutually agreed-upon procedures. If settlement is not reached within sixty (60) days after a written demand for mediation is served, either party may pursue resolution exclusively in a court of competent jurisdiction. The parties agree to engage in mediation in good faith as a commercially reasonable effort to resolve disputes prior to initiating any legal proceedings.

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 Products and Services 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 Users and to all Customers.

By registering an Account with Clearview, and by using the Products and Services, Users and Customers 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 Customer.
- 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. If this provision is violated, Clearview reserves the right to suspend or restrict access to the "Share With" feature, or to the Products and Services.

Independent Verification

- Search results generated by the Products and Services are provided **solely** as an investigative tool to assist in the development of leads. The Products and Services are not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall not use them as such.
- Search results obtained through the Products and Services and their 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 independently support and 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 Customer's agency.

- Customers should consult with their own legal counsel regarding the appropriate use of information obtained through the Clearview Products and Services in any legal matter.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Products and Services 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 Products and Services must be authorized by a supervisor employed by the Customer.
- Customers must designate an Executive User, who will have access to the search histories of all individual Users associated with the Customer, and will monitor the search history to ensure responsible use.
- Users shall not use the Products and Services for personal purposes, or for any purposes which are not authorized and directed by the Customer's supervisors.
- Use of the Products and Services 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 Customer 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 Customers in terms of their use of the Products and Services. We expect our Users and Customers 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 Products and Services and our commitment to responsible and ethical use.

Last Updated: March 6, 2026

This Customer Privacy Policy ("**Policy**") explains how Clearview AI, Inc. ("**Clearview**," "**we**," "**us**," or "**our**") collects, uses, discloses, retains, and protects personal information of customers and their authorized users ("**you**" or "**your**") in connection with the Products and Services. Unless otherwise defined in this Policy, capitalized terms have the meanings given to them in the Terms of Service.

This Policy covers only personal information and data that Clearview collects from or about its customers and authorized users. This Policy does not govern publicly available information maintained in the Database. **For information about how Clearview handles publicly available information and the rights of individuals whose information may appear in the Database, please refer to Clearview's Public Privacy Policy at <https://www.clearview.ai/public-privacy-policy>.**

This Policy should be read together with the Terms of Service, which govern your use of the Products and Services and contain additional provisions regarding data handling, confidentiality, and your obligations. By using the Products and Services, you agree to the collection and processing of information as described in this Policy and the Terms of Service.

1. INFORMATION WE COLLECT.

We collect the following categories of information in connection with the Products and Services:

- 1.1. **Account Data.** Information provided when creating or administering a user account, as well as Usage Data described in this Section 1.2.
- 1.2. **Usage Data.** Information collected automatically when you access or use the Products and Services, including IP address, browser type and version, geographic location, search history (e.g., timestamps and frequency of searches), user preferences and settings, and login history. For purposes of this Policy, Usage Data is part of Account Data.
- 1.3. **Communications.** Information provided through support inquiries, correspondence, or other communications with Clearview. This information may be used to respond to your communication, to improve the Products and Services, or for other purposes described in this Policy.
- 1.4. **Content.** Clearview processes Content solely for the purpose of providing the Products and Services and does not incorporate Content into the Database. The collection, use, processing, retention, and deletion of Content is governed by Sections 10 and 11 of the Terms of Service.
- 1.5. **Facial Vector Data.** Facial vector data generated from Content you upload is processed solely to provide search results and is governed by Section 11 of the Terms of Service.

- 1.6. **CaaS Content.** If you have purchased data collection and crawling services, any data collected or generated through those services is the sole property of Clearview and is not subject to the data rights described in Section 5 of this Policy. CaaS Content is governed by Section 11 of the Terms of Service and the applicable Order Form.
- 1.7. **Galleries Product.** If your organization uses the Galleries Product, images uploaded into Galleries are stored separately from the Database. Sharing of Galleries content with other Clearview customers is subject to your authorization as described in the Terms of Service.
- 1.8. **Children's Data.** The Products and Services are not directed to individuals under 18. Restrictions on Content depicting minors are detailed in Section 8 of the Terms of Service.

2. HOW WE USE ACCOUNT DATA.

- 2.1. Clearview processes Content solely to provide the Products and Services as described in the Terms of Service. We use Account Data for the purposes set forth below:
 - **Operate and Improve the Products and Services.** Provide, maintain, secure, and improve the Products and Services, including remembering your preferences and understanding usage patterns.
 - **Access and Identity Verification.** Verify your identity and your organization's authorization to access the Products and Services.
 - **Communication.** Respond to support inquiries and communicate service-related notices.
 - **Security and Protection.** Protect against fraud, security threats, and abuse, and to secure user accounts and the Products and Services (for example, we use your phone number or email address to provide multi-factor authentication).
 - **Legal and Compliance.** Comply with legal obligations, enforce the Terms of Service and the User Code of Conduct, and protect our legal rights.
 - **Account Access.** Allow you to log into your individual account.
 - **Audit and Compliance Monitoring.** Maintain records of usage and search activity as required to support compliance with applicable law, the Terms of Service, and the User Code of Conduct.
 - **Aggregation and Analytics.** Generate aggregated or anonymized data derived from Account Data for purposes of improving the Products and Services. Aggregated or anonymized data does not identify you or any individual user and may be retained, used, and disclosed by Clearview without restriction for internal business purposes, compliance, and service improvement.
- 2.2. We do not use Account Data to target advertising.

3. DISCLOSURE OF INFORMATION.

We may disclose Account Data and, where applicable, Content as follows:

- 3.1. **Your Authorized Users.** Within your organization and to authorized third-party personnel in connection with lawful investigations and use of the Products and Services. With your consent,

Content may also be shared with other Clearview customers for investigative deconfliction purposes as described in the [Terms of Service](#).

- 3.2. **Service Providers.** To Service Providers who support our operations (e.g., cloud hosting, security, customer support, analytics, payment processing, customer relationship management, software services). These parties process data on our behalf and in accordance with contractual confidentiality and data protection obligations. Clearview may also engage Service Providers to process Content using specialized tools, including image analysis, quality enhancement, data extraction, and detection capabilities; such Service Providers are bound by the same obligations. A current list of Service Providers is available through Clearview's Trust Center at <https://trust.clearview.ai>. The list may be updated from time to time at Clearview's discretion, and it is your responsibility to periodically review the Trust Center for updates. Optional Processing Tools may be enabled at your election.
- 3.3. **Legal Purposes.** As required or permitted by law, including in response to legal process, a request from a competent law enforcement or government agency, or to protect our rights, privacy, safety, or property, or the public.
- 3.4. **Fraud and Security.** To investigate, prevent, or take action regarding illegal activities, suspected fraud, cybersecurity threats, situations involving potential threats to the physical safety of any person, or violations of this Policy or the Terms of Service.
- 3.5. **Compliance with Clearview Policies.** To ensure that you and your authorized users are complying with the Terms of Service and the User Code of Conduct.
- 3.6. **Business Operations.** Clearview may disclose Account Data to third parties in connection with financing, investment, partnerships, audits, valuations, professional advisory engagements, or other legitimate business purposes. Any third party receiving Account Data under this section will be bound by confidentiality obligations no less protective than those set forth in this Policy.
- 3.7. **Corporate Transactions.** If Clearview merges with or is acquired by another entity, or undergoes a corporate reorganization, your information may transfer to the successor entity. Clearview will notify you of any such transfer prior to closing. If you do not consent to the transfer, your rights and options will be governed by the terms of your Agreement, including any applicable termination and data handling provisions.
- 3.8. **Geographic Restrictions.** Clearview does not complete data transactions involving Countries of Concern or Covered Persons. These restrictions and your compliance obligations are detailed in Section 8 of the Terms of Service.

4. DATA RETENTION AND SECURITY.

- 4.1. **Data Retention.** We retain Account Data for as long as your account is active or as necessary to provide the Products and Services, fulfill legal, regulatory, or contractual obligations, and enforce agreements. Account Data no longer subject to a retention obligation will be securely deleted or

anonymized. Clearview may retain aggregated or anonymized data derived from Account Data following account termination without restriction. Post-termination deletion of Account Data and Content, including applicable timelines and procedures, is governed by the Terms of Service.

- 4.2. **Security.** We maintain administrative, technical, and physical safeguards to protect Account Data and Content against unauthorized access, misuse, loss, destruction, and alteration. These controls align with recognized information security standards and certifications. For information regarding Clearview's security certifications and practices, please visit Clearview's Trust Center at <https://trust.clearview.ai>.
- 4.3. **Security Incident Notification.** In the event of a known security incident that results in unauthorized access to Account Data or Content that triggers notification obligations under applicable law, Clearview will notify affected customers without unreasonable delay and provide information necessary to meet your own notification obligations. Notification timing and content will comply with applicable legal requirements.

5. YOUR RIGHTS.

- 5.1. **Access and Correction.** You may request access to or correction of Account Data associated with your account by contacting your Account Executive or Customer Success Manager. Clearview may require verification of your identity before processing any request.
- 5.2. **Deletion.** You may request deletion of Account Data following account termination in accordance with Section 5 of the Terms of Service.
- 5.3. **Questions and Complaints.** If you have questions or concerns about how your information is handled, you may contact us at legal-requests@clearview.ai.
- 5.4. **Rights Relating to the Database.** This Policy governs Account Data and Content. If you are an individual seeking to exercise rights concerning information that may be contained in the Database (such as access, deletion, or opt-out requests), please refer to Clearview's Public Privacy Policy at <https://www.clearview.ai/public-privacy-policy>

6. COOKIES AND SIMILAR TECHNOLOGIES.

The Products and Services may use cookies or similar technologies for authentication, security, and functionality purposes (such as keeping you logged in, page views, time on page, and remembering your preferences). We do not use cookies within the Products and Services to target advertising. For information about cookies used on the Clearview website (clearview.ai), please refer to the Cookie Manager located at the bottom of the website and Clearview's Public Privacy Policy.

7. SMS COMMUNICATIONS.

- 7.1. **Opting In.** By providing a phone number and opting in to SMS messaging, you consent to receive SMS, MMS, or telephone communications for customer support, two-factor authentication, order updates, and informational purposes. Messages may be sent using an automatic telephone

dialing system. You are responsible for any carrier fees. Clearview may engage Service Providers to facilitate SMS communications; these Service Providers may access phone numbers solely to deliver messages on our behalf and are subject to confidentiality and data protection obligations.

- 7.2. **Opting Out of SMS Communications.** You can opt out of SMS communications at any time by following the instructions provided in the SMS message or contacting Clearview customer support. Upon opting out, you will no longer receive SMS messages for customer support purposes. Communications for two-factor authentication may still be delivered via text message or other channels to ensure continued access to the Products and Services.

8. UPDATES TO THIS POLICY.

We may update this Policy as the Products and Services or our legal obligations evolve. Updated versions will be posted with a revised "Last Updated" date. We encourage you to review this Policy periodically. Your continued use of the Products and Services following posting of an updated Policy constitutes your acceptance of such changes. To the extent any update to this Policy constitutes a material change that negatively and adversely affects your rights or obligations, such change will be subject to the amendment provisions set forth in Section 15 of the Terms of Service, including any applicable consent requirements. For all other updates, your continued use of the Products and Services following posting of an updated Policy constitutes your acceptance of such changes. This Policy is drafted in English. If Clearview makes this Policy available in any language other than English, such translation is provided for convenience only. In the event of any conflict or inconsistency between the English version and any translation, the English version shall prevail.

9. CONTACT US.

For questions about this Policy or to exercise your rights under this Section 5, contact your Account Executive or Customer Success Manager.

Created:	2026-06-04
By:	Lindsay Olson (lindsay.olson@clearview.ai)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaNXDj-H8cdwbwDwJh6AeSqi9BnLI6ep2

"w9 2026" History

-  Document created by Lindsay Olson (lindsay.olson@clearview.ai)
2026-06-04 - 10:47:40 PM GMT
-  Document emailed to Jack Mulcaire (jack@clearview.ai) for signature
2026-06-04 - 10:58:40 PM GMT
-  Lindsay Olson (lindsay.olson@clearview.ai) added alternate signer Amos Kyler (amos@clearview.ai). The original signer Jack Mulcaire (jack@clearview.ai) can still sign.
2026-06-04 - 11:05:25 PM GMT
-  Document emailed to Amos Kyler (amos@clearview.ai) for signature
2026-06-04 - 11:05:26 PM GMT
-  Email viewed by Amos Kyler (amos@clearview.ai)
2026-06-04 - 11:07:05 PM GMT
-  Document e-signed by Amos Kyler (amos@clearview.ai)
Signature Date: 2026-06-04 - 11:07:30 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-04 - 11:07:30 PM GMT

CLEARVIEW AI UNIQUE ATTRIBUTES / SOLE SOURCE - 2026

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.

Thomas Jackson Mulcaire

THOMAS JACKSON MULCAIRE

Chief Legal Officer

Clearview AI, Inc.

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).

NOTARY ACKNOWLEDGMENT

State of Virginia

County of Henrico

On 02/09/2026, before me, the undersigned notary public, personally appeared
Thomas Jackson Mulcaire, proved to me through satisfactory evidence of identification,
which was US Driver License, to be the person(s) whose name(s) is/are signed
on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its
stated purpose.

Antonio Leshone Bradshaw Notary Public Signature

Antonio Leshone Bradshaw Printed Name of Notary Public

My Commission Expires: 06/30/2027

[NOTARY SEAL]



Notarized remotely online using communication technology via Proof.