

## Clearview AI Order Form for Concord Police Department (NC)

### CUSTOMER INFORMATION

**Customer:** Concord Police Department (NC)  
**Address:** 35 Cabarrus Ave. WCabarrusNC28025704-920-5215  
**Billing Contact:** Email and phone number  
**Customer Billing Instructions:** *If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement.*

### ADMINISTRATOR INFORMATION

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

**Full Name:** Larry Hubbard  
**Title:** Captain  
**E-mail:** HubbardL@concordnc.gov

### SUBSCRIPTION TERMS

<b>Product:</b>	Clearview Search with Database
<b># of Sworn:</b>	[REDACTED]
<b>Initial Term Length:</b>	36 months [3 years]
<b>Initial Term Start Date:</b>	
<b>Initial Term End Date:</b>	
<b>Renewal Term:</b>	At the expiration of the Initial Term End Date, the Agreement shall automatically renew for successive one (1) year terms (each a "renewal term"), unless Customer provides Clearview with no less than thirty (30) days' advance written notice prior to upcoming then applicable expiration date of the Agreement. The notice not to renew shall be delivered to renewals@clearview.ai
<b>Mobile Terms:</b>	If applicable, in order to access the Clearview Products via mobile electronic devices, Clearview will cooperate with Customer in the application processes to obtain the necessary technology licenses for such access. The costs associated with such licenses shall be at the sole cost of the Customer.

### PRICING INFORMATION

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

### **RECURRING SERVICES**

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CV1: Clearview Search - Desktop			
MOB1: Mobile Application (Apple)			
MOB1: Mobile Application (Android)			
<b>Total Recurring Fees</b>			

#### ONE TIME FEES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
IMPI: Implementation Services			
HDS2: Premium Help Desk Support			
<b>Total One Time Fees</b>			

#### PAYMENT SCHEDULE

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

PAYMENT DUE DATE	AMOUNT DUE
<b>Total Over Initial Term</b>	<b>\$16,485</b>

I consent to the Clearview AI Terms of Service and User Code of Conduct

<https://www.clearview.ai/terms-of-service>

2022 W9 Wall St PDF (6 pages, appended below)

[Download](#) 6B613BC0A8D802580D083FE87D0FDB05833045183210E6B2A38A49780EEEACA7

Clearview AI Sole Source Affidavit - Notarized - 9.20.22 PDF (2 pages, appended below)

[Download](#) DB3D2CABA1B13F9F5F3B46E42E1EBD09325634BF1C39E14BE75C48859725DE47

Terms of Service \_ Clearview AI\_20230104 PDF (13 pages, appended below)

[Download](#) 8CECC48432138ECE519F7B09626BDAE5FC10165AF9CCD37E5A1D67FA38A87A76

This order form ("**Order Form**"), including any exhibits attached hereto, is an agreement entered into as of the later of the two signatures by and between Clearview AI, Inc. ("**Clearview**"), a Delaware corporation, and the entity listed above as customer ("**Customer**" or "**You**"), and is subject to and incorporates by reference the Clearview Terms of Service (located at <https://www.clearview.ai/terms-of-service>) ("**Terms**"). Notwithstanding the foregoing, You understand and agree that the Terms are effective on You and Your Users commencing on the earlier date that (a) You first start using the Services, whether it be via a free trial or a paid subscription, or (b) payment is remitted by You pursuant to this Order Form. By signing this Order Form, You agree that Your access and use of the Clearview Services and Products are governed by the Terms, provided that if You and Clearview execute a separate written agreement modifying the Terms, then the terms of that separate written agreement shall prevail only to the extent it conflicts with the Terms. Customer's access to the Services and Products may be suspended unless and until payment is received by Clearview. Customer understands and agrees that use and access to the Services and Products is limited to individuals who are employed by or under the legal direction of the Customer and is either (i) a law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. In no event shall Clearview's aggregate liability arising under the Order Form exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

# Participants

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## CLEARVIEW AI, INC. United States

### Influencer

Tina Honeycutt  
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Delivery channel: Email

### Influencer

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### Viewer

Patrick Schoenberg  
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Date

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## NC - CITY OF CONCORD United States

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Date

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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Clearview AI, Inc.

Print or type.

See S	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	99 wall st #5730	
	6 City, state, and ZIP code New York, NY 10005	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-			-			

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Patrick Schoenberg</i>	DocuSigned by: <i>Patrick Schoenberg</i>	Date ► 01/05/2022
	7DB9155066B243D...		

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Clearview AI Unique Attributes/Sole Source (2022)

Clearview AI acts as a search engine of publicly available images. Clearview AI locates this data from across the Internet and generates matches through its proprietary image-search technology. To the best of our knowledge, Clearview AI is the sole provider of the following combination of functionalities, features and services.

Unique attributes of Clearview AI's services include:

- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- System oversight, auditing and reporting features, which meet or exceed policy compliance standards and recommendations.
- A unified platform of identity management allowing for customized gallery enrollments, public online imagery access and a facial recognition capability in a single interface.

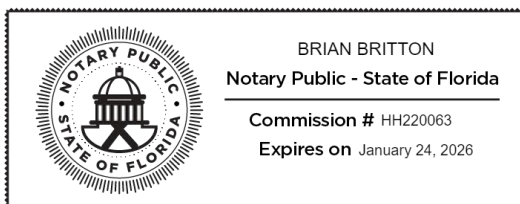
Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") in October 2021 ranked No. 1 in the U.S. for its performance in matching VISA Photos (99.81 percent), MUGSHOT Photos (99.76 percent), VISABORDER photos (99.7 percent) and BORDER Photos (99.42 percent), and ranked in top five worldwide in all of these categories out of 650 algorithms. In the most difficult category of facial recognition tests – "WILD Photos" – Clearview AI's algorithm ranked No. 1 in the U.S. and No. 2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99 percent accuracy across all demographics.

Clearview AI has also been awarded a U.S. patent for its platform's unique facial recognition capability. The "Methods for Providing Information About a Person Based on Facial Recognition" patent, U.S. Patent No. 11,250,266, issued by the U.S. Patent and Trademark Office (USPTO) issued February 15, 2022, is the first of its kind for a facial recognition company and was awarded to Clearview AI for its ability to gather publicly available information from the open internet (social media sites, mugshots, news sites and more) and then accurately match similar photos using its proprietary facial recognition algorithm.

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

*Abhinav Somani*  
Chief Operating Officer  
Clearview AI, Inc.

State of Florida      County of Hillsborough



09/20/2022

Brian Britton      01/24/2026

*Brian Britton* HH220063  
Online Notary

Sworn to (or affirmed) and subscribed before me by means of online notarization,  
this 09/20/2022 by Abhinav Somani.       Personally Known OR  Produced Identification

Type of Identification Produced Provided passport to verify ID



99 Wall Street #5730  
New York, N.Y. 10005

www.clearview.ai  
info@clearview.ai

# How to Verify This Transaction

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Every Notarize transaction is recorded and saved for a minimum of five years. Whether you receive an electronic or printed paper copy of a Notarize document, you can access details of the transaction and verify its authenticity with the information below.

To get started, visit [verify.notarize.com](https://verify.notarize.com) and enter this information:

Notarize ID:	H7ZW8SH
Access PIN:	TJ8BZW

For more information on how to verify Notarize transactions, please visit:  
[support.notarize.com/notarize-for-signers/verifying-document-authenticity](https://support.notarize.com/notarize-for-signers/verifying-document-authenticity)





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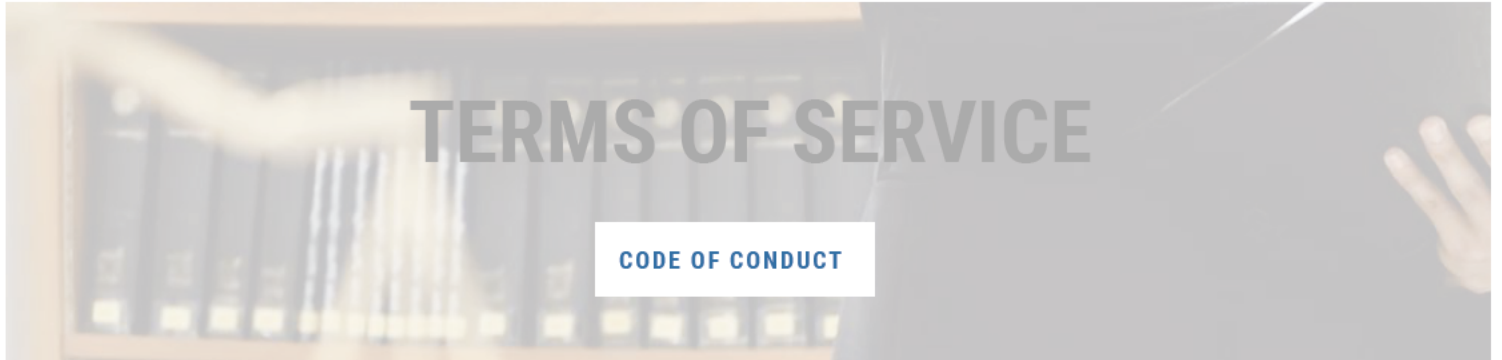
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## CLEARVIEW AI, INC. SERVICE AGREEMENT TERMS

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

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

This Agreement is between Clearview AI, Inc., a Delaware corporation with a business address of 99 Wall Street, #5730, New York, NY 10005, and You ("**You**" or "**Customer**"), and sets forth the terms and conditions by which Clearview will make its Services available to You. Clearview and Customer are sometimes referred to individually as "**party**", and collectively as "**parties**". Clearview may provide any of the Services hereunder through any of its Affiliates. If You order Services or Products through an on-line registration page, a trial account, through an Authorized Reseller, a Clearview services agreement, or an order form (each an "**Order Form**"), the Order Form may contain additional terms and conditions and information regarding the Services You are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service. In the event of a conflict between the Order Form and this Agreement, the Order Form will prevail.

**System Requirements:** To use the Services, you will need a device that is compatible with the Services, an internet connection (additional fees may apply), and certain software (additional fees may apply). It is recommended to have a high-speed internet connection. You may also need to obtain updates or upgrades for the Services from time to time. Your access and use of the Services may be impacted by the performance of your device, software, and internet connection, which are your responsibility to maintain. These system requirements may change over time.

**Disclaimer:** Search results established through Clearview and its related systems and technologies are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. It is the responsibility of law enforcement professionals to conduct further research to verify any identifying information or other data discovered on third party sites by any Clearview system or included in Clearview search results by conducting additional research. Clearview is neither designed nor intended to be used as a sole-source system for establishing or determining an individual's identity. .

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. "Authorized Reseller"** means an entity that is authorized by Clearview to sell and market Clearview Products and Services to a law enforcement agency or government Customer pursuant to a separate agreement executed between Authorized Reseller and Clearview.

**1.2. "Authorized User"** means an individual who is employed by or under the legal direction of the Customer and is either (i) a sworn law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. Any and all Authorized Users must be authorized and approved by the Executive User to use the Services.



**1.5. "Executive User"** means an individual whose Clearview User account has administrative privileges including search history audit and suspension capabilities over all Users associated with Your account.

**1.6. "Fees"** means all fees, charges, and applicable taxes payable by Customer to Clearview or by Customer to an Authorized Reseller for a license right to use and access the Services and Products, all as further outlined in Customer's applicable Order Form.

**1.7. "Services" or "Products"** means Clearview AI Inc.'s mobile application and web browser application (found on the web at [Clearview.ai](#)); Clearview AI Inc.'s facial imaging and search software, image database, publicly- available online image indexing and search functionality, its website; and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

**1.8. "User"** means collectively the Customer, the Authorized Users and the Executive User(s).

## 2. LICENSE TERMS.

You may only use and access the Clearview Services pursuant to the terms of this Agreement. You are solely responsible for You and Your Authorized Users' use of the Services and shall abide by, and ensure compliance with, all applicable laws in connection with Your and each Authorized User's use of the Services, including but not limited to laws related to intellectual property, privacy and export control, and any laws applicable to Your agency's use of facial recognition technology. Use of the Services is void where prohibited.

**2.1.** Subject to payment of all applicable Fees and Customer's adherence to the terms and conditions of this Agreement, Clearview grants You and Your Authorized Users a non-exclusive, non-transferable right to access and use the Services as well as any copies, corrections, bug fixes, enhancements, modifications or new versions created by Clearview for the purpose of providing the Services to You. Any and all information You submit to Clearview in order to register for and/or use certain Services must be accurate. You are entirely responsible for maintaining the security of Your login information to the Services and agree not to disclose such to any unauthorized third party.

## 3. USES.

### 3.1. Permitted Uses.

**3.1.1.** Before accessing the Clearview Products and Services, You must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct and Principles. You will assign one Executive User to act as liaison between You and Clearview. The Executive User is responsible for providing a list to Clearview of who is an Authorized User and is responsible for overseeing their use of the Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Services for legitimate law enforcement and investigative purposes, all of which must be done in compliance and consistent with any local, state, federal or other applicable law. Users shall not use the Services to research or investigate any persons except those related to its law enforcement or investigate uses, such as suspects, defendants, witnesses, or victims..

**3.1.2.** You represent and warrant that You are 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. Your access may be terminated without warning if we believe that You are otherwise ineligible.

### 2. Prohibited Uses.





executed agreement, build or benchmark a competitive product or service, or copy any features, functions or graphics of the 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 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 Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Clearview's security systems; or (ix) use the Services in violation of any Clearview policy or in a manner that violates any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties.

**3.2.2.** With respect to the Services and Products, You and all Users are prohibited from engaging in the following acts: (i) using the Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Services; (iii) infringe on any known copyright discovered with or access by the Service; (iv) permit anyone other than an Authorized User or Executive User to use or access Your account, the Services and Products; (v) use any automated systems or software to extract the whole or any part of the Services, the information or data on or within the Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Services; and (vi) research or identify any known individuals residing or located in the State of Illinois, U.S.A.

**3.3.** You are responsible for the activities of all Users who access or use the Services through Your Account and You agree to ensure that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Authorized Users. If You or the Executive User becomes aware of any violation of this Agreement in connection with use of the Services by any person, please immediately contact the Clearview legal department at [legal@clearview.ai](mailto:legal@clearview.ai). The Administrator acknowledges and agrees that it will (i) cooperate with, and (ii) if necessary, grant a member of the Clearview security or legal team shared access to the User account for the purpose of completing its investigation of such 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 the content or terminating accounts and/or User access. Clearview shall have the right from time to time, and at all reasonable times during the term of this Agreement, to audit the login and User activity of a Customer Account to ensure compliance with the terms of this Agreement. If such audit reveals that Customer provided unauthorized access to users not permitted under this Agreement, or used the Services in violation of this Agreement, Clearview may terminate this Agreement, suspend the Customer account, or suspend Customer access to the Clearview Products unless and until the Fees payable under this Agreement are adjusted to reflect the Customer's actual usage of the Clearview Products.

## 4. PAYMENT TERMS.

**4.1. Forms.** You agree that Clearview may charge to Your credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the 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 invoice. Notwithstanding anything stated otherwise, except for an Order Form from an Authorized Reseller, if You provide Clearview with Your own purchase order document (whether signed by one or both parties), unless otherwise agreed to by the Clearview Chief Revenue Officer, 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 You on a monthly basis for the 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 Services, You will have seven (7) days to provide new credit card information to pay for the Services, otherwise Your access to the Services may be terminated by Clearview in its sole discretion.



within sixty (60) days of the date of the dispute notice. If You were billed in error, Clearview will provide the Customer with a credit for the amount billed incorrectly.

**4.4. Late Payments.** 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 1/2 %) 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 cancel, you will not receive a refund for any service already paid for. 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 Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

**4.5. Price Changes.** Clearview may change the price of its Services and Products at any time, including changing a free Service to a paid service; provided, however, that the pricing listed in Your Order Form will supersede any such changes during the specific term period identified in the Order Form. Unless otherwise expressed in an Order Form, during the initial term, including any applicable renewal term, the Fees shall increase on or after each anniversary of the commencement date of the Agreement by five percent (5%) annually from the prior year's Fees. Clearview will provide you with prior notice and an opportunity to terminate Your access (after the expiration of the specific term period identified in your Order Form) to such modified Service if Clearview changes the price of a Service to which you are subscribed. Clearview will not charge you for a previously free Service unless you have been notified of the applicable fees and You have agreed to pay such fees. Unless otherwise waived by Clearview, there is an activation fee of \$500.00 to set up and activate a Customer Account ("**Activation Fee**"). If Your Account is voluntarily terminated by You or suspended pursuant to the terms of this Agreement, and You request a reactivation of such Account, you will be required to pay an additional Activation Fee. Activation Fees can be cumulative for Customers that make more than one request to reactivate their Account.

#### 4.6. Taxes.

**4.6.1.** 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 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.

**4.6.2. Tax Exempt.** Notwithstanding the foregoing, if You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with a properly executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law.

## 5. TERM AND TERMINATION.

**5.1. Term.** The terms of this Agreement are effective on You and Your Users commencing on the day You **first** use the Services, whether it be via a free trial or a paid subscription. If You purchase Services for a specific term (as further set forth in Your Order Form), such termination will be effective on the last day of the then-current 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. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may terminate this Agreement immediately and retain any Fees previously paid by You. Upon the expiration of the term of this Agreement, to the extent You continue to access and use the Services, the terms of this Agreement will 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 must cease any further use of the services.





**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. You waive Your right to any refund, payment or penalty in the event 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, flood or storm, strikes or changes in an applicable statutory regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

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

## 6. CONFIDENTIALITY.

**6.1.** To the extent legally permissible, Users are prohibited from disclosing the Services and any proprietary information relating to the Services to any unauthorized third party, including without limitation, screenshots of the Services, marketing materials, user manuals, pricing agreements, quotes, email communications from Clearview employees, and any information marked Confidential by Clearview. 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 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.

Clearview and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("**Clearview Marks**") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Clearview Marks, or other proprietary information (including images, text, page layout, or form) of Clearview without express written consent. You may not use any meta tags or any other "hidden text" utilizing Clearview Marks without Clearview's express written consent.





such as photographs; (2) You have a legitimate interest to use the Services to engage in data processing activities, (3) your uses of the Services are in the public interest and are proportional to carry out that public function, and (4) this Agreement is entered into for the purpose of and for Clearview to cooperate with the Customer concerning the investigation of conduct or activity that the Customer reasonably believes in good faith may violate federal, state or local law, or as otherwise authorized under applicable law. In addition to the foregoing, if you knowingly research or identify a known individual residing or located in the State of Virginia, You represent and warrant that Your use of the Clearview Products and Services is for the sole purpose of investigating, researching or carrying out Your law enforcement duties concerning conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations.

**8.2.** 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, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law (all as further outlined in CA Civ Code § 1798.145 (2020)). As further outlined in the Clearview [Privacy Policy](#), we do not knowingly sell or share information about consumers under the age of 16.

**8.3.** Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age that 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). As further outlined in the Clearview [Privacy Policy](#), we do not knowingly sell or share information about consumers under the age of 16.

**8.4.** 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.

## 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 law enforcement or investigative purposes as authorized by their employer pursuant to their employment, and verifying and independently supporting all image search results. It is imperative that all Users adhere to the User Code of Conduct at all times while using the Clearview Products and Services.

## 10. COLLECTION AND SHARING OF DATA.

By clicking on the terms of Clearview's [Privacy Policy](#), You expressly authorize Clearview to act as an agent on your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving and processing Content (as defined



business operations, including:

- **At the time of individual or agency account creation:** when creating an account, You will be required to provide your name, rank/title, contact information, and employer. 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.
- **During usage of the Services:** Usage details including IP address, browser information, location data, search history within the Services, and login history.

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

- Sharing their name, title, contact information and written messages to Clearview and its employees with a third-party provider or service provider who provide us with certain services, such as cloud storage, customer service and support, software, payment, and customer relationship management tools.,
- Such disclosure of personal data as may be required by laws and regulations.

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

## 11. USER CONTENT.

**11.1.** In connection with the Services and Products, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that that You and Your Users: (i) lawfully obtained and own the Content uploaded by You on or through the Services and Products, including the Galleries Product, or otherwise have the right to grant the license set forth in this Section; (ii) the posting and use of Your Content on or through the Services and Products does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) that uploading the Content into the Products does not result in a breach of contract between You and a third-party. Except for Content owned 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 law enforcement, the protection of public security, and any other use expressly authorized 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 its use throughout the Products and Services. 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 Services and Products. Unless otherwise authorized by You or until the Content is available to the general public or in the public domain through no breach of an obligation of confidentiality to User by Clearview, Your Content, including Content located in the Galleries Product, shall not be made available to other Customers of Clearview. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview will delete the images of Content uploaded by You in the Galleries Product, except for images which are in the public domain.

**11.3. Clearview Enhance.** Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). 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 law enforcement and 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



facial recognition technology algorithm, Products and Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Products or Services, and/or start offering new Services or stop offering old ones. When a Product or Service requires or includes downloadable software, that software sometimes updates automatically on Your device once a new version or feature is available. Some services let You adjust your automatic update settings. In addition, You acknowledge and agree that in connection with Clearview's continued work on its Products, Services and algorithm, such research and development is in furtherance of our provision of 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.

## 12. NO WARRANTIES.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

## 13. INDEMNIFICATION.

*Except as otherwise set forth in Appendix 2, to the extent permitted by law, You agree to defend, indemnify and hold harmless Clearview 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 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; and (c) any security breach causes by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach. If any action is brought against Clearview in respect to any allegation for which indemnity may be sought, Clearview will promptly notify User and will provide reasonable cooperation in connection with the defense or settlement of any such claim.*

Subject to Clearview's limitation of liability set forth in Section 14, 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 arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement.

## 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 Services; any content obtained from the Services; unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an





**15.1.** 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. Use of the Services is also 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 such changes shall not increase Your financial obligations under this Agreement (except as otherwise permitted in Section 4.5), the term of the Agreement, or Sections 13, 14, or 15.3 of this Agreement. 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. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten- business-day period, You will be deemed to have accepted the changes to these Terms. In order to participate and continue using certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

**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.** Except as otherwise set forth in Appendix 2 or otherwise limited by applicable law of where the Customer is headquartered, this Agreement shall be governed by and construed under the laws of the State of New York without regard for the conflict of laws rules of any jurisdiction. Except as otherwise set forth in Appendix 2 or otherwise limited by applicable law where the Customer is headquartered, in the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be in New York, New York and New York law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereto. Notwithstanding the foregoing, if the laws of the State where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described above will not apply to such Customer.

## Appendix 1

# CLEARVIEW USER CODE OF CONDUCT

Clearview AI, Inc. makes its technology and software tools available to law enforcement and security professionals to enhance public safety and reduce crime, fraud, and risk in order to make communities safer. As a company, we are committed to the highest level of ethics, integrity and professionalism and take steps to ensure that our search tools are used correctly and lawfully. Our User Code of Conduct ensures that our customers use the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm that they will adhere to these essential rules of use.

This Code of Conduct applies to all individual Users (persons who possess an individual login associated with a specific email address and password for an Account on the Clearview app, referred to as, "User", "Users", or "Individual Users") and to all User



bound by this User Code of Conduct (this “Code”).

### 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](mailto:help@clearview.ai) to notify Clearview.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account

### Independent Verification

- Search results obtained through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes significant steps to ensure the accuracy of its facial recognition software, but we cannot guarantee the accuracy of search results. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person within the Organization.
- The Clearview Platform is not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall **not** use it as such.
- Additionally, search results produced by the Clearview Platform are not intended or permitted to be used as admissible evidence in a court of law or any court filing. We recommend consulting with Your Organization’s legal counsel for further guidance on this matter

### Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by law enforcement and public security professionals for legitimate law enforcement and public security purposes. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User (“Administrator”), who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization’s supervisors.
- Use of the Clearview Platform in a way that contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age who is a resident in the State of California, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law (all as further outlined in CA Civ Code § 1798.145 (2020)).
- 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



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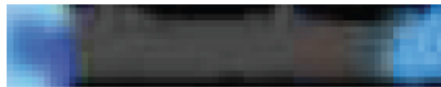
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Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct sets out the expectations for our Users and Organizations in terms of their use of the Clearview Platform. We expect our Users and Organizations to adhere to these standards at all times and to report any violations to us. By adhering to this Code of Conduct, you are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics, security, and professionalism. We appreciate your cooperation in upholding the integrity of the Clearview Platform and our commitment to responsible and ethical use.

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which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

## 2. Indemnity

### **If You are the federal government or a federal government agency in the United States:**

Terms relating to indemnification do not apply to your Official Use except to the extent expressly authorized by federal law.

### **If You are a state government or state government agency in the United States:**

Terms relating to indemnification will apply to You only to the extent expressly permitted by your jurisdiction's laws.

### **If You are a local government or local government agency in the United States:**

Terms relating to indemnification will apply to You only to the extent permitted by your jurisdiction's laws.





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