Service Agreement for Indianola Police Department (IA)

ABOUT CLEARVIEW AI

BACKGROUND
Clearview AI is a privately held Delaware Corporation founded in 2017. Clearview AI provides a new research tool used by law enforcement agencies to help identify perpetrators and victims of crimes. Our technology is also utilized to support identity authentication.

PRODUCTS
Our products are a desktop and mobile version of the same software application: Clearview Search and Clearview Mobile. As an investigative tool, Clearview AI has helped these agencies successfully investigate hundreds of wanted persons including child pornographers, thieves, terrorists, and sex traffickers. It has also been used to help identify and aid victims of human trafficking, child sex abuse, and identity fraud.

DIFFERENTIATOR
What sets Clearview AI apart from other identity solutions on the market today is an unmatched facial recognition search engine and a proprietary database comprising the largest single repository of indexed publicly available online facial data from the public internet. These core elements exist on a secure platform with added capabilities to enroll local data sets, customized galleries and the analysis of application results in a unified interface for efficient and productive workflow management. With a database in excess of 3 billion facial images and growing, no other identity solution in the market today has the speed, accuracy, and data that are unique to Clearview AI.

CUSTOMERS
Since 2018, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has become a valued resource for law enforcement, helping them solve even the toughest crimes. Many law enforcement agencies trust Clearview AI's one of a kind, facial search technology. We have existing contracts with the U.S. Federal Government, including recent agreements with the USPIS and HSI.

HOW DOES IT WORK?
An end user uploads a still image or video screenshot. The system then performs a search and returns results from Clearview AI's proprietary database and if applicable, the client's own custom databases.

Results are returned by similarity and include links associated with the public image source or associated metadata information affixed to the images in the custom databases.

After the application returns results, Clearview AI strongly encourages trained facial examiners to perform an analysis to compare the sourced image to the application results and follow agency policy and procedures in the advancement of any investigation.

KEY BENEFITS

- Helps Solve Crimes: Clearview AI empowers law enforcement agencies to investigate cases faster. Quick identifications lead to early apprehensions and lower crime rates, protecting communities, property and saving lives.

- Increases Productivity: Clearview AI allows agencies to address manpower and resource deficiencies by providing high quality investigative leads with fewer resources expended.

- **Increases Officer Safety:** Clearview AI helps agencies uncover actionable intelligence and increased situational awareness with powerful tools including the ability to generate watchlists and alerts, and validating identities in the field.

WHERE ARE THE IMAGES SOURCED FROM?

The public internet:

- Social media and other online profiles
- News articles
- Personal and professional websites
- Mug shots and other criminal databases
- Public records sites and thousands of other open sources

Galleries:

Your department can import its own mugshot or other database into Clearview AI. Maximize the value of your department's data by combining it with our advanced search algorithm. With galleries, agencies have access to a unified platform of identity management in a single interface.

TECHNICAL FAQ

Vulnerability Management Practices

Clearview AI conducts automated code scans every time there is a change and looks for vulnerabilities in our dependencies and in our own code. Vulnerabilities are patched as soon as they are discovered, professional code audits are regularly performed and we have an active bug bounty program with a leading cybersecurity firm.

Encrypting data in transit and at rest

All traffic in and out of Clearview AI's secured data center is encrypted with the latest TLS specifications and is protected by Cloudflare reverse proxy technology. All live data is stored on servers in a secured data center with strict internal access controls.

Database protections

Passwords are hashed with bcrypt. Data is stored in databases that are password protected and firewalled and can only be accessed by the software and dedicated infrastructure engineers.

Client access to data

Clients can email help@clearview.ai for a request to export an organization's data.

Does Clearview AI collect metadata?

Search queries are retained so users have access to historical searches. Clients can also request these fields to be hidden. The Clearview AI application logs standard request data (IP, useragent, etc.) with authentication requests and other API calls.

Who owns the data uploaded to Clearview AI?

Clients own all the images they upload to initiate searches and agree to share them with us pursuant to our terms of service: only to provide clients with user search histories. Clearview AI does not share client uploaded images with any other entity. Clients can customize the retention images and opt to expunge or purge images whenever applicable for the client.

Annual audits

Clearview AI enlists multiple external organizations which provide security assessments on an annual basis.

Port and protocol requirements

Clearview AI is securely accessed through its website or mobile application (HTTPS over 443).

ACCURACY

Accuracy is the percentage chance that an algorithm returns a true positive. Clearview AI's algorithm is 99.6% accurate when picking a face out of a lineup of 1 million faces.*

Confidence interval is a setting whereby an algorithm can be modified to return more results that may not be as accurate. Setting a high confidence interval won't really help if the original algorithm is not accurate. Setting a low confidence interval will always return more false positives.

Other facial recognition tools allow the user to modify the confidence interval to return more results in a search. Clearview AI's system is hardcoded, to limit the return of false positives.

*This figure represents the performance of Clearview AI's technology on the Megaface FaceScrub -- Rank 50 test.

MATCH SCORE

Clearview AI intentionally does not include match scoring or percentage matching with results. The onus falls on the face examiner using our system to verify and validate all results without having a sole reliance on the Clearview application results.

Because of these settings Clearview AI is designed in a way to protect innocent people and in practice it often returns no results if that person they are searching for is not in our database of over 3 billion photos. By contrast, some other facial recognition systems always return a standard number of results, even if they could all be false positives.

These design decisions were made in order to further responsible use of facial recognition, and decrease the chance of making a wrongful identification, while improving efficiency in finding a positive identification.

FACIAL RECOGNITION CAPABILITIES

Clearview's highly accurate facial recognition algorithm can often return accurate results despite*:

- Subjects wearing makeup
- Age progression capabilities
- Images with low brightness, back lighting, or casting shadows
- Occluded facial images (eg. beards, mustaches, hats, periocular region)
- Off-axis pose variations

*Like other facial recognition algorithms, results are always best obtained with high quality images in good lighting conditions.

UNIQUE ATTRIBUTES/ SOLE MANUFACTURER

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 attributed 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 supporting the investigative process for public safety.
- System oversight, auditing and reporting features which meet or exceed policy compliance standards and recommendations.
- A unified platform allowing for customized gallery enrollments, public online imagery access and a facial recognition capability in a single interface.
- The above statement is made in good faith, with due diligence and a current assessment of the market.

TECHNICAL UNIQUENESS

Clearview AI is the only product in the facial recognition marketplace that has been able to achieve high accuracy when searching over 1 billion photos. Clearview AI has built a state-of-the-art neural network of the highest quality along with a proprietary vector search database which can search through billions of faces in less than 1 second.

The search engine and its proprietary algorithm is among the top performing in the industry. Matching results are easily achieved on facial images having off-axis poses or forms of occlusion. Face matching has also been achieved on certain images of lower resolution or instances where facial imagery displays age progression.

Clearview AI also has a proprietary open-web algorithm which has indexed data from millions of domain names, an achievement that other vendors in the facial recognition space have not been able to replicate. Because of this, Clearview Search is patent-pending.

CUSTOMER REFERENCES

United States - Federal

Josh Findley
Homeland Security Investigation
Josh.S.Findley@ice.dhs.gov
503-209-3962

Brad Specht
US Postal Inspection Service
BCSpecht@uspis.gov
202-268-6859

United States - State & Local

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Sergeant Alejandro Gutierrez
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27878@miami-police.org
(305) 603-6415

SERVICE AGREEMENT

Clearview AI shall provide its proprietary technology to Indianola Police Department (IA) as follows:
Product: Clearview Search and optionally, Clearview Mobile
# of Users: Unlimited users at IPD (IA)
Duration: 39 months
Term of Service: April 2021 - June 2024

Includes:

- Unlimited Searches

- Installation, systems integration, configuration

- Online Training Sessions

- Premium Help Desk Support: Phone Support, Email Support, Remote Access Support & IT Support

- Annual search engine maintenance and system upgrades

- Annual Maintenance Plan with patch and emergency fixes

- Annual Software Upgrades including major and minor software version releases

- Customized Gallery Enrollment including arrest photos, DMV Photos, or any other image repository defined by the client

Annual Cost - Unlimited
Year 1 (15 months) – $2,250 for unlimited users within your agency
Year 2 – $2,250 for unlimited users within your agency (a 90-day written notice to cancel is required if not funded for yr 2)
Year 3 – $2,250 for unlimited users within your agency (a 90-day written notice to cancel is required if not funded for yr 3)
Total cost: $6,750

* Contract adjusted for fiscal year July - June. Reoccuring payments due annually Before July 1st 2022 and 2023.

For multi-year contracts, a 10% discount from the total cost will be offered for up-front payment of the entire service period.

Please Note: Quote is valid for 30 days. Payment terms are Net-30. Late payments are subject to a late fee.

Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals MUST conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

This quote is subject to the End User License Agreement and the User Code of Conduct.

Clearview AI, Inc. Service Agreement Terms

This is an Agreement between Clearview AI, Inc., a corporation incorporated in Delaware with a business address of 214 W 29th St., 2nd FL, New York, NY 10001; and Indianola Police Department (IA) ("You"), with a business address at 110 N 1st St Indianola IA; for paid access to the Clearview AI service.

Your access is subject to this Agreement. It sets forth your permissions and restrictions of your use of Clearview AI's Service (defined below). Please read it carefully and adhere to it at all times. Please also review our Privacy Policy (available online at staticfiles.clearview.ai/privacy_policy.html) and User Code of Conduct. The User Code of Conduct is incorporated by reference into these Terms.

Clearview AI retains the right to suspend or cancel this Agreement at any time, for any breach of this Agreement, abuse of the Service for unauthorized purposes, use by any unauthorized persons, or any other reason Clearview AI deems necessary for the integrity of the Service.

1. Definitions

"Clearview AI", "We", or "Our" means Clearview AI, Inc, its subsidiaries, successors and assigns.

"Service" 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; and its website.

"Users" , "You", or "Your" or "Customer" means Indianola Police Department (IA), and all persons accessing the Service as Executive User or Permitted Users.

"Executive User" means a person accessing the Service with your authorization, whose user account has administrative privileges including search history audit and suspension capabilities over all users associated with your account.

"Permitted User" or "Authorized User" means a person accessing the Service with your authorization, whose user account does not have the administrative privileges associated with an Executive User.

2. Access

Subject to payment of all applicable fees set forth in the Order or payment in accordance with an Indirect Order through Clearview AI's Authorized Channel Partners (as appropriate) and the terms and conditions of this Agreement, Clearview AI grants you, during the Subscription Term, a non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Service, in accordance with the applicable Terms of Service, and in the quantity specified in the applicable Contract. You will operate the Services in accordance with this Agreement and be responsible for the acts and omissions of your Authorized Users.

3.1 Payment Terms

Customer shall pay all invoices within thirty (30) days of date of invoice, without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith), and payment will be sent by the methods specified by Clearview AI. 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 Customer's rights set out elsewhere in this Agreement, all Service fees are non-refundable and payable in advance. Clearview AI may invoice for purchases of Licenses upon delivery.

3.2 Termination Terms

This contract shall be for the Term of Service indicated above in the Service Agreement. During that period, this agreement may be terminated:
i. 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.
ii. By breach: 30 days after either party has submitted written notice, which sets out the party's good-faith basis for the belief that the other party has breached the agreement, and after engaging in good-faith negotiations to resolve the dispute. User waives right to any refund, payment or penalty in the event of your breach of the agreement.
iii. 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 statutory regulation or rule of any federal, state, or local government, or any agency thereof. In the event of termination due to impossibility of performance, Company shall provide such refund as may be equitable based upon the length of time remaining during the Term of Service and other equitable factors such as Company's expenses in the course of performance.

3.3 Taxes

The fees and charges 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 AI 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 AI will be responsible for direct taxes imposed on Clearview AI's net income or gross receipts.

4. Permitted Uses

You will assign one Executive User to act as liaison between You and Clearview AI. The Executive User will assign any other individual users of the Service ("Permitted Users") and oversee their use. Upon Clearview AI's request, the Executive User will provide a list of all Permitted Users authorized to use the Service. Executive User/s are responsible for ensuring that all Permitted Users agree and adhere to the Permitted Uses and Prohibited Uses under this Agreement.

Users may use Service for legitimate law enforcement and investigative purposes.

Users will use the Service consistent with any applicable local, national, and constitutional laws.

5. Prohibited uses

Users shall not use the Service for any commercial purpose.

You shall not sell, market, or license, any photograph or other information discovered by using this Service.

Users shall not use this Service to infringe on any copyright discovered with or accessed by the Service.

Users shall not permit any users other than Permitted Users to have any access to the Service.

Users shall not use any automated systems or software to extract the whole or any part of the Service, the Information or data on or within the Service, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Service.

Users shall not use the Service in any way that violates any applicable local, national, or constitutional law, or any trade agreement or treaty.

Users shall not use the Service for any reason other than law enforcement purposes.Users shall not use the Service to research or investigate any persons except those related to its law enforcement or investigate uses, such as suspects, defendants, witnesses, or victims. Users may also, for test purposes, research other Users or other persons expressly approved in writing by Clearview AI.

Users shall not use the Service for any uses which violate Clearview AI's User Code of Conduct.

Executive User must immediately suspend access to any Permitted User who violates these Prohibited Uses, and notify Clearview AI immediately of any violation or security breach.Users shall not use the Service to research or identify any individuals residing or located in the State of Illinois, U.S.A.

6. Confidentiality

Users are prohibited from disclosing the Service and any proprietary information relating to the Service to any unauthorized third party. This includes screenshots of the Service, marketing materials, user manuals, pricing agreements, quotes, invoices and email communications from Clearview AI employees, and any information marked Confidential by Clearview AI.

7. Representations

By accessing and using the Services, User represents that it is a law enforcement agency, located and operating primarily or entirely in the United States of America, and only those employed by User as law enforcement officers will use the Services.

By signing this Agreement, Signatory represents that he or she has the actual authority to contract with Clearview AI, Inc. on behalf of User.

You represent that User is authorized to the use the Service by any governmental agency or other entity with authority to permit or deny User to use it.

User represents that all Permitted Users are at least 18 years old.

User acknowledges that the use of personally identifiable information, including photographs, is subject to regulation in various jurisdictions, including the European Union, and various states in the United States. By accessing and using the Services, User represents and warrants it is using the Service in a manner that is consistent with all relevant laws, including laws regulating the use of personally identifiable information such as photographs.

User asserts that it has a legitimate interest to use the Service to engage in data processing activities, pursuant to Article 6 Section 1(f) of the European Union's General Data Protection Regulation (EU) 2016/679. User asserts that all data processing activities it carries out using the Service are in the public interest, as defined in Article 9 Section 2(j) of the European Union's General Data Protection Regulation (EU) 2016/679.

8. Agreement to Code of Conduct

These Terms incorporate the Clearview AI User Code of Conduct by reference. The User Code of Conduct is attached. You must adhere to the User Code of Conduct at all times. The User Code of Conduct requires that all Users maintain the security of their own account, only use the Services for law enforcement or investigative purposes that are authorized by their employer and conducted pursuant to their employment, and independently support and verify all image search results. Failure to abide by Clearview AI's User Code of Conduct may result in limitation, suspension or termination of access to the Service.

9. Collection and Sharing of Data

By entering into this agreement with Clearview AI, you expressly authorize Clearview AI to act as an agent on your behalf for the purpose of (i) collecting and compiling publicly available images from the Internet and (ii) producing facial vectors from those images for the purpose of providing the Service to you.

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

- At the time of account creation: name, rank/title, contact information and employer.
- During usage of the Service: Usage details including IP address, browser information, location data, search history within the Services, and login history.

By accessing and using the Service, 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 email messages to Clearview AI and its employees with a third-party provider of customer relationship management tools
- Sharing their name and email address with a third-party provider of email tools
- Such disclosure of personal data as may be required by laws and regulations

10. Miscellaneous

In the event that 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 AI's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Failure to abide by these Terms may result in the suspension, limitation or termination of your account. Clearview AI reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

These Terms shall be governed by the laws of the State of New York without regard for the conflict of laws rules of any jurisdiction. Every dispute concerning the interpretation or effect of these Terms and/or any User's use of the Service must be resolved in the state or federal court in New York City, or with an arbitration body located within New York City.

11. Indemnification

User agrees to defend, indemnify and hold harmless Clearview AI 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 Service, whether or not permitted or authorized under this Agreement; (c) any security breach causes by Users' negligence, recklessness, or willfulness, and any third-party actions arisings from such security breach.

If any action is brought against Clearview AI in respect to any allegation for which indemnity may be sought, Clearview AI will promptly notify User and will provide reasonable cooperation in connection with the defense or settlement of any such claim.

To the maximum extent permitted by applicable law, Clearview AI 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 service; any content obtained from the service; unauthorized access, use or alteration of a user account. Regardless of Clearview AI's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview AI's aggregate liability shall not exceed the amount User paid Clearview AI, if any, in the past year for the services giving rise to the claim.

Clearview_AI_Code_of_Conduct PDF *(3 pages, appended below)*
⬇ Download *08455243F6683E3A50EEAC0FCDA2F6EDF5069C53350431DFB4BDB26E22CDA1E3*

Participants

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Clearview AI - Code of Conduct

Clearview AI, Inc. makes its software tools available to law enforcement and security professionals who will use them to enhance public safety and reduce crime, fraud, and risk in order to make communities safer. As a company, we hold ourselves to the highest level of commitment to ethics, integrity and professionalism. We take every step necessary to ensure that the search tools we provide are used correctly and lawfully. Our User Code of Conduct was developed to ensure that our customers are using Clearview in a safe, ethical, professional and appropriate manner. Users should review the Code carefully before activating their Clearview account in order to make certain they will be able to adhere to these essential rules of use.

This User Code of Conduct applies to all individual users (persons who possess an individual login associated with a particular email address and password to an account on the Clearview app, hereafter, "user", "users",or "individual users") and to all user organizations (organizations which have concluded a Service Agreement with Clearview AI, hereafter "user organization", "user organizations", or "organization").

By registering a user account with Clearview, and by using the web application and the Clearview mobile application (collectively, the "Clearview app"), individual users and user organizations agree to be 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 activities that occur under that user's username and password. Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview AI, Inc. of any unauthorized use of their username or password or any other breach of security.

Users may only access their accounts from devices that are authorized for professional use by their user organization.

The designated user is the only individual who may access and use the account.

Independent Verification

Search results established through the Clearview app and its related systems and technologies are indicative and not definitive. Clearview AI, Inc. takes every step to ensure the accuracy of its facial recognition software.

However, it is not possible to guarantee the accuracy of the search results it produces. Users must conduct further research and investigation in order to verify the accuracy of any search result.

The Clearview app is neither designed nor intended to be used as a single-source system for establishing the identity of an individual, and users may not use it as such.

Furthermore, search results produced by the Clearview app are not intended nor permitted to be used as admissible evidence in a court of law or any court filing.

Appropriate and Authorized Use

The Clearview app may only be used by law enforcement and security professionals.

Users may only use the Clearview app for legitimate law enforcement and security purposes. All use of the Clearview app must be authorized by a supervisor employed by the user's organization.

User organizations must designate an Executive User ("Administrator"), who shall have access to the search histories of all individual users associated with the User organization, and shall monitor said search history to ensure responsible use.

Users may not use the Clearview app for personal purposes, or for any purposes which are not authorized and directed by the user organization's supervisors.

Use of the Clearview app in a fashion which contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal or local laws, is strictly prohibited by this code of conduct.

Clearview AI, Inc. retains the right to suspend or terminate user accounts if we determine that a user or user organization has violated this section of the Code

of Conduct.

Conclusion

Clearview AI, Inc. aspires to make the world a better place by helping qualified professionals use public information to stop crime and fraud through its proprietary technology. The Clearview User Code of Conduct is a key part of ensuring that our relationships with our customers are based on integrity, responsibility and professionalism.

We thank you for adhering to the User Code of Conduct. By doing so, you are helping us achieve our collective goal of making communities safer while adhering to the highest standards of ethics and security.

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October 30, 2020