



# INVOICE

**Purchaser:**  
Amarillo Police Department  
200 SE 3rd Ave  
Amarillo, TX 79101

**Invoice date:** April 24, 2023  
**Invoice number:** 2B410AC5-1038

✓ 1755393  
5490216

Description	Accounts	Price
Clearview AI Search Accounts Current 12 month period 04/24/2023 to 04/23/2024	Other - AG Op	\$9,795.00 USD

**Subtotal:** \$9,795.00  
**Tax rate:** 0%  
**Tax:** \$0  
**Total:** \$9,795.00

Signed invoice and payment due no later than 30 days from invoice date.

*You understand, acknowledge and agree that any payment made by You pursuant to (i) this Clearview invoice, or (ii) Your purchase order form for Clearview Products and Services, shall constitute and be deemed acceptance of the Clearview Terms of Service located <https://www.clearview.ai/terms-of-service>. If you do not consent to the Clearview Terms of Service, then you shall not tender payment for such Products and Services and your access to such Products and Services will be terminated.*

## Payment Options:

ACH / Wire Transfer	Credit Card	Check
BANK: JPMorgan Chase ROUTING: Bank Account ACCOUNT NAME: Clearview AI, Inc	Contact <a href="mailto:invoicing@clearview.ai">invoicing@clearview.ai</a> for credit card payment link	Checks accepted only for invoices \$25,000 and greater  Checks payable and mailed to: Clearview AI 99 Wall St #5730 New York, N.Y. 10005

**Point of Contact:**  
Yash Mehta | [invoicing@clearview.ai](mailto:invoicing@clearview.ai) | 332.248.9824

RECEIVED

APR 24 2023

by PURCHASING

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

[www.clearview.ai](http://www.clearview.ai)  
[info@clearview.ai](mailto:info@clearview.ai)

PURCHASING DEPT.

APR 24 2023

COMPLETED

CANCELLED

CANCELLED

Reg 48444  
Dept 1610  
1-19-23  
1-18-23 emailed PO  
1-25-23 ACK REC

Clearview AI

PO 162868



Davidson O:1

PO 162503

Dept #1810

COMPLETED  
JAN 0 1 2023  
PURCHASING DEPT

CITY OF AMARILLO, TEXAS

PURCHASE ORDER CHANGE OR CANCELLATION

PURCHASING DEPT.  
TELEPHONE (806) 378-3028

CLEARVIEW AI INC  
99 WALLST #5730  
NEW YORK NY 10005

DATE May 8, 2023  
PURCHASE ORDER NO. 162868  
CHANGE NO. 59  
FUND CODE 1610.69300

ATTENTION:

The above purchase order has been changed as follows:

Originally read, per purchase order you received-----	Original Total	\$29385.00
	Increase	\$
	Decrease	\$
Corrected to read as follows-----	Corrected Total	\$

Please cancel the entire order on the above purchase order number---	Amount	\$19587.00
--	--------	------------

Item Number	Quantity	Comments
ALL	ALL	Department will pay year 2 & 3 on PV

  
\_\_\_\_\_  
Purchasing Agent

**PURCHASE ORDER**  
**CITY OF AMARILLO**

Order Date 01/17/2023

Page 1 of 1

Order Number 162868 000 OP

**BILL TO: PURCHASING DEPT**  
**P.O. BOX 1971**  
**AMARILLO, TEXAS 79105-1971**

Ship To AMARILLO POLICE DEPARTMENT  
ATTN: SHANE CHADWICK 806.378.9403  
200 SE 3RD AVE  
AMARILLO TX 79101

V 1755393  
B 2943213

Vendor Number 490216

Vendor CLEARVIEW AI INC  
99 WALLST #5730  
NEW YORK NY 10005

**Purchase Order Number must appear on all invoices, correspondence, cases and shipping papers. Materials rejected will be returned for full credit plus all transportation and handling costs.**

Order Date 01/17/2023

Requested Date 01/17/2023

Branch/Plant

1610

Line	Supplier/ Item Description	Order No	Requested Date	Ty	Account Number	Ordered	UOM	Unit Price	Extended Price	
1.000 0	Expert System Software 208 45	00048444	01/17/2023	OR	1610.69300	Other - AG Op			9,795.00	
CV1: CLEARVIEW SEARCH - DESKTOP YEAR 1 PAYMENT, DUE ON THE INITIAL TERM START DATE										
2.000 0	Expert System Software 208 45	00048444	01/17/2023	OR	1610.69300					
IMPI: IMPLEMENTATION SERVICES										
3.000 0	Expert System Software 208 45	00048444	01/17/2023	OR	1610.69300					
PREMIUM HELP DESK SUPPORT										
4.000 0	Expert System Software 208 45	00048444	01/17/2023	OR	1610.69300				9,795.00	
YEAR 2 PAYMENT, DUE ON THE 1ST ANNIVERSARY INITIAL TERM START DATE									CANCELLED	
5.000 0	Expert System Software 208 45	00048444	01/17/2023	OR	1610.69300				9,795.00	
YEAR 3 PAYMENT, DUE ON THE 2ND ANNIVERSARY OF INITIAL TERM START DATE									CANCELLED	
Total Order									29,385.00	

**CANCELLED**

**CANCELLED**

\*CASH DISCOUNT WILL BE FIGURED FROM DATE COMPLETE SHIPMENT OF ORDER IS RECEIVED OR DATE INVOICE IS RECEIVED BY PURCHASING DEPARTMENT WHICHEVER IS LATER\*

IT IS UNDERSTOOD THAT IN ACCEPTING THIS ORDER YOU AGREE TO THE TERMS AND CONDITIONS SHOWN. ON OUR REQUEST FOR QUOTATION, ALL OF WHICH ARE A PART HEREOF.

PAYMENT TO BE MADE AFTER COMPLETE ORDER HAS BEEN RECEIVED BY THE CITY AND THE USING DEPARTMENT HAS CERTIFIED THAT THE MATERIALS ARE IN ACCORDANCE WITH THE BID SUBMITTED. PRICES BILLED MUST AGREE WITH THE PURCHASE ORDER.

THE CITY OF AMARILLO IS EXEMPT FROM PAYMENT OF:

(1) STATE SALES TAXES UNDER CHAPTER 20, TITLE 122A REVISED CIVIL STATUTES.

(2) FEDERAL EXCISE TAX UNDER 26 U.S.C.A., SECTION 4253 (I).

  
**PURCHASING AGENT**

**Gray, Terri**

---

**From:** Ross, Kim  
**Sent:** Monday, April 24, 2023 12:31 PM  
**To:** Benton, Lainie; Gray, Terri  
**Cc:** Kepley, Trae; Chadwick, Shane; Brush, Angie  
**Subject:** Clearview PO#162868  
**Attachments:** Amarillo PD (TX) Clearview AI Invoice.pdf

I am receiving the 1<sup>st</sup> year's payment as per the attached Invoice. Trae had indicated previously that because the 2<sup>nd</sup> and 3<sup>rd</sup> year payments are included, you can cancel this PO and the next two years payments will be paid by PV. Please let me know if you have any questions or concerns.

Thank you,

*Kim Ross*

Office Manager  
Amarillo Police Department  
Administration Office  
806.378.6101  
kim.ross@amarillo.gov

**CITY OF AMARILLO  
REQUISITION**

11/17/2022

Page -

1

Order Number

48444 - 000 - OR

**BILL TO: PURCHASING DEPT  
P.O.BOX 1971  
AMARILLO, TEXAS 79105-1971**

Branch/Plant

1610

**Vendor CITY OF AMARILLO  
PO BOX 1971  
AMARILLO TX 79105-1971**

**Ship To AMARILLO POLICE DEPARTMENT  
ATTN:SHANE CHADWICK 806.378.9403  
200 SE 3RD AVE  
AMARILLO TX 79101**

Ordered	11/16/2022	Freight	VendorNumber	100156
Requested	11/16/2022	Order Taken By		
Delivery				

Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty	Account Number
1.000	0	Expert System Software 208 45		Other - AG Op		EA	9,795.00	11/16/2022			1610.69300

**CV1: CLEARVIEW SEARCH - DESKTOP**

**YEAR 1 PAYMENT DUE ON THE INITIAL TERM START DATE**

2.000	0	Expert System Software 208 45				EA		11/16/2022			1610.69300
-------	---	----------------------------------	--	--	--	----	--	------------	--	--	------------

**IMPI: IMPLEMENTATION SERVICES**

3.000	0	Expert System Software 208 45		Other - AG Op		EA		11/16/2022			1610.69300
-------	---	----------------------------------	--	---------------	--	----	--	------------	--	--	------------

**PREMIUM HELP DESK SUPPORT**

4.000	0	Expert System Software 208 45				EA	9,795.00	11/16/2022			1610.69300
-------	---	----------------------------------	--	--	--	----	----------	------------	--	--	------------

**YEAR 2 PAYMENT DUE ON THE 1ST ANNIVERSARY INITIAL TERM START DATE**

5.000	0	Expert System Software 208 45		Other - AG Op		EA	9,795.00	11/16/2022			1610.69300
-------	---	----------------------------------	--	---------------	--	----	----------	------------	--	--	------------

**YEAR 3 PAYMENT DUE ON THE 2ND ANNIVERSARY OF INITIAL TERM START DATE**

Total Order	29,385.00
-------------	-----------

## How to Verify This Transaction

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:

H7ZWM8SH

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).



Notarize



# Bid/Proposal Pre-Award Checklist

Revised 1-2-2022

Proposal/Bid # Req # 98444

Bid Opening Date \_\_\_\_\_

Bid Name \_\_\_\_\_

Award Amount \$79,385.00

Recommended Vendor Clearview AI  
(One form for each vendor)

NIGP 203-45 PO \_\_\_\_\_  
Item

Previous Bid \_\_\_\_\_  
Checked By

<input type="checkbox"/> n/a	Insurance Check	Initial	<u>zm</u>
<input type="checkbox"/> n/a	Proof of Advertisement (Affidavit Attached)	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	Federal Debarment Check (Copy Incl.)	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	State Debarment Check (Copy Incl.)	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	City Excluded Parties List Check	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	Potter/Randall Delinquent Tax Check (Copy Incl.)	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	Positive Assurance "No Award" Clause Received	Initial	<u>zm</u>
<input type="checkbox"/> n/a	Davis - Bacon 10 Day Wage Decision	Initial	<u>zm</u>
<input type="checkbox"/> n/a	If Pre-Bid Contract Award, Verify Contract Item	Initial	<u>zm</u>
<input type="checkbox"/> n/a	Federal & State Grant, Bid Certifications signed	Initial	<u>zm</u>
<input type="checkbox"/> n/a	By-Pass Low Bidder Letter Date Sent _____	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	Delinquent List/Landfill	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	<del>House Bill 1295</del> House Bill 89, SB 252 Foreign Terrorist	Initial	<u>zm</u>
<input checked="" type="checkbox"/>	Legal Review	Initial	<u>smg</u>
<input checked="" type="checkbox"/>	Yellow sheet only on 10K and up, and all Transit	Initial	<u>zm</u>
<input type="checkbox"/> n/a	Vendor Notification RFP/RFQ/Best Value	Initial	<u>zm</u>

\_\_\_\_\_  
Verified by \_\_\_\_\_ Date 1-12-23

11-21-22 Requested no Award zm



## CLEARVIEW AI, INC.

Unique Entity ID <b>E5BEYXDQYJS6</b>	CAGE / NCAGE <b>8EER2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 2, 2022</b>	
Physical Address <b>214 W 29TH ST # 2A-110 New York, New York 10001-5203 United States</b>	Mailing Address <b>99 Wall Street #5730 New York, New York 10005 United States</b>	

### Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>New York 12</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>https://clearview.ai/</b>

### Registration Dates

Activation Date <b>Nov 3, 2021</b>	Submission Date <b>Nov 2, 2021</b>	Initial Registration Date <b>Oct 1, 2019</b>
---------------------------------------	---------------------------------------	---

### Entity Dates

Entity Start Date <b>Aug 7, 2017</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

### Exclusion Summary

Active Exclusions Records?

No

### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

### Entity Types

#### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	8EER2

**Points of Contact****Electronic Business**

?	99 Wall Street #5730
Matt Jones	New York, New York 10005
	United States
Jack Mulcaire	214 W 29TH ST # 2A-110
	New York, New York 10001
	United States

**Government Business**

?	99 Wall Street #5730
Matt Jones	New York, New York 10005
	United States
David Jablonsky	214 W 29TH ST # 2A-110
	New York, New York 10001
	United States

**Past Performance**

?	214 W 29TH ST # 2A-110
David J Jablonsky	New York, New York 10001
	United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	511210	Software Publishers
	423430	Computer And Computer Peripheral Equipment And Software Merchant Wholesalers
	519190	All Other Information Services
	541690	Other Scientific And Technical Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)

**Product and Service Codes**

PSC	PSC Name
DA01	It And Telecom - Business Application/Application Development Support Services (Labor)
DA10	It And Telecom - Business Application/Application Development Software As A Service

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Counties

Metropolitan Statistical Areas

## **TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

### **DEBARRED VENDOR LIST**

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 11/18/21

<b>Vendor ID Number</b>	<b>Vendor Name/Address</b>	<b>Date of Debarment</b>	<b>Length of Debarment</b>
23075463	BRI Supply Inc 9332 N. 95 <sup>th</sup> Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years

**DELINQUENT BUILDING SAFETY October 19,2022**

ACCT #	BUSINESS NAME	AMOUNT	INVOICE DATES
171198	UNITED PLUMBING	58.00	12/21
171427	SHREINER PLUMBING	7,809.45	03/16-05/16
171457	BILDERBACK DOUGLAS L	232.00	3/22
171611	BIG STATE REMODELING INC	1,227.08	11/13-01/14
171825	AMARILLO ROOFING	1,070.00	09/14-11/14
274349	RAINBOW SPRINKLER REPAIR	50.00	12/20
313342	AQUA SPRINKLERS	50.00	8/18
348847	CARNES & COMPANY/ ROBERT CARNES REMODEL	220.00	01/14-04/14
351656	COX IRRIGATION	580.00	07/18-10/18
355443	KYLE NORTHRUP INC	344.00	07/16-08/16
357821	WEST TEXAS LANDSCAPING OF AMARILLO LLC	580.00	12/13
380599	ROD BOWERS CONSTRUCTION INC	50.00	1/21
382775	PANHANDLE LAWN & SPRINKLER	330.00	02/19-4/19
384133	A PLUMBING & SERVICE	880.00	10/12-12/12
370908	BLUE PLUMBING	888.00	05/16-08/16
370942	HOMEN CONSTRUCTION	219.99	11/18
374994	BRAD HAEZLE HOMES LLC	116.00	7/22
375943	HALSTED ELECTRIC LLC	60.00	12/18
378776	ELECTRIC 1	720.00	08/14-08/14
380971	F & L CONTRACTOR SERVICE	1,805.00	10/11-11/12
382087	TEMP SPAN HEAT & AIR	51.00	8/21
382073	CUSTOM OUTDOOR LIVING	125.00	05/11
382560	BRENT KING CUSTOM HOMES LLC	50.00	10/19
383775	ONE TOUCH ROOFING	50.00	3/20
386540	GRAND PEEKS ELECTRIC INC	114.00	5/20
387287	J & J CONSTRUCTION	150.00	8/19-8/19
388655	ABSOLUTE SPRINKLER & LAWN	750.00	11/10-01/11
402613	FREITAS CONSTRUCTION COMPANY	50.00	4/20
404197	AIRTECH HEAT AND AIR	260.00	3/17
408508	BRAD RIDLING ELECTRIC CO	100.00	04/18
418399	WOODMAN OUTDOOR	50.00	3/21
418649	ACCURATE PLUMBING	640.00	08/16-07/16
425054	HOMESTEAD INTEGRITY LLC	830.00	07/13-08/13
426509	LUCERO ELECTRIC	80.00	04/14
427041	4L FENCING & METAL BUILDING CONSTRUCTION	309.00	08/13-10/13
428191	CHAMPION 1 BUILDERS	50.00	7/22
428444	SNOW BEAR HEAT AND AIR LLC	232.00	7/22
429601	RAN GAR BUILDER AND ROOFING INC	2,120.00	09/14-09/15
428629	RODZ ROOFING	695.00	08/14-08/14
429634	ESSARY CUSTOM EXTERIORS	230.00	12/13-02/14
430226	CANOPY CONSTRUCTION	1,080.00	03/14
430368	JWJ ROOFING AND CONSTRUCTION LLC	820.00	11/13-09/14
430382	SUSTAINABLE EDGE CONSTRUCTION	460.00	8/18
430720	DIAMOND B ROOFING	280.00	03/14
430733	CIRCLE A ROOFING	800.00	03/14, 10/14: *NEED UPDATED ADDRESS*
430734	SHAUN OWINGS ROOFING	100.00	10/14
430907	MARSHALL ROOFING	4,070.00	11/13-08/14
431105	NATIONS RENOVATIONS	160.00	02/14-04/14
431268	TX CANON CONSTRUCTION	235.00	08/14, 10/14
431270	BLACK DIAMOND ROOFING	370.00	08/13-03/14
431365	RIGHT FIT CONSTRUCTION	675.00	08/13-08/13
431425	PM CONSTRUCTION & ROOFING	90.00	07/13-08/13
432340	BLUE DIAMOND ROOFING	100.00	09/13-10/13
433097	DANAKEN CONTRUCTORS	240.00	12/18
433168	TEXAS OASIS LANDSCAPE AND IRRIGATION	210.00	12/14
433429	EMANUEL AUTOS	236.00	11/13-12/13
433625	R & R QUALITY PLUMBING & A/C	50.00	9/20
433626	E8 PLUMBING	160.00	10/13-12/13
434057	CABELLOS ROOFING	140.00	04/14
434153	G & G YARD & TRACTOR SERVICE INC	50.00	12/19
435702	SLS LANDSCAPE SERVICES LLC	490.00	02/14-04/14
436645	AMARILLO INNOVATIVE ELECTRIC	50.00	7/22
437071	LAWNSCAPES SPRINKLER CO	900.00	01/15
439038	MILLENIUM REFRIGERATION	403.00	6/22
439566	HOMEMAKERS & HANDYMEN	120.00	02/16-03/16
440809	PREMIER HEATING AND AIR	110.00	10/17
440848	INTEGRITY SHIELD	170.00	04/15
442380	ELECTRIC PROS	80.00	08/15
443216	ROBINSON LANDSCAPE	50.00	11/19
444384	WEIDNER TECHNICAL SOLUTIONS	116.00	12/21
444982	HOMES BY FOX GUINN LLC	250.00	11/21
444984	DSL ELECTRIC LLC	40.00	01/17
444988	RICKY SALDIVAR ROOFING	120.00	9/20
447590	ALL AIR SOLUTION LLC	51.00	4/21
448947	DMMF LLC	855.00	4/17
451007	AMARILLO DREAM POOLS	1,442.00	04/17-08/17
451342	TODD THE BUILDER	50.00	02/19
454473	CMR CONSTRUCTION	78.10	1/21
456197	LONESTAR LAWN & LANDSCAPE	430.00	08/16
456408	M & B PLUMBING LLC	1,680.00	10/16-11/17
457270	GOLIATH HEATING AND AIR CONDITIONING LLC	50.00	7/22

458286	THRIVE LANDSCAPE	1,880.00	04/18-07/18				
460207	SANCHEZ ISAIAS	50.00	8/18				
460885	SHELTON PLUMBING	100.00	11/17				
460954	LAMBERT ELECTRIC LLC	100.00	10/18				
463544	GUARANTEED ROODING AND CONSTRUCTION	50.00	1/19				
464321	REED WACKERS LAWN CARE	140.00	6/19-7/19				
465248	DIAZ CONTRACTING	50.00	12/21				
466443	PANHANDLE PLUMBING	470.00	02/19-04/19				
467289	RTL CONSTRUCTION	35.00	1/19				
467407	ALEX'S PLUMBING SERVICE	120.00	03/18				
468436	FIRST CLASS REMODELING	320.00	5/19-6/19				
468611	CRAFTCO EXTERIORS LLC	60.00	12/18				
468738	ELITE ELECTRICAL CO	116.00	1/21				
469786	POOL CREATIONS OF NM	290.00	7/22				
470082	CANTON RESIDENTIAL ROOFING	50.00	7/21				
473878	4D HOMES LLC	101.00	6/21-7/21				
474427	KINZLER ELECTRICAL CONTRACTOR	40.00	5/19				
474695	JE DUNN CONSTRUCTION COMPANY	51.00	4/21				
475016	PHOENIX PLUMBING SERVICE	100.00	10/20-11/20				
475017	THOMPSON ROOFING	60.00	8/19				
475633	ROSALES ELECTRIC CO	40.00	7/19				
476360	TOMAHAWK CUSTOM POOLS	116.00	7/22				
476542	HAPPY HILL'S SERVICES LLC	50.00	5/20				
	TOTAL DELINQUENT	46,283.62					
***	ACCOUNTS RECENTLY PUT ON HOLD						
***	OLD ACCOUNTS ON HOLD						

DELINQUENT LANDFILL October 19 ,2022				
ACCT #	BUSINESS NAME	AMOUNT	INVOICE DATES	
170693	CONSTRUCTION SERVICES	13.07	7/22	
170963	SPS RECORDS CENTER	101.44	7/20	
170996	AMARILLO TOWING	783.23	7/22	
171599	DON MASON BUILDERS INC	704.13	9/20-4/21	
171611	BIG STATE REMODELING INC	89.00	12/13-1/14	*OWES BUILDING SAFETY \$1227.08*
258016	ROTO-ROOTER	22.11	7/22	
289368	PERRY WILLIAMS INC	87.44	7/22	
331428	ROCKWALL CONSTRUCTION	71.40	02/19	
349601	TASCOSA BUILDERS	102.50	04/09-08/10	
	<b>TOTAL DELINQUENT</b>	<b>1,961.25</b>		

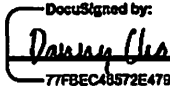
**REQUIRED VERIFICATION OF VENDOR'S**

**ANTI-ISRAEL BOYCOTT AND ANTI-TERRORISM COMPLIANCE STATUS**

Effective September 1, 2017, the State Legislature amended the Texas Government Code, Chapters 2270 and 2252, relating to certain governmental contracts. These statutes prohibit a state agency or political subdivision (such as a municipality) from entering into a contract *for goods, services, or general construction*, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel;
- (2) will not boycott Israel during the term of the contract; and
- (3) does not do business with persons or companies which are known to have contracts with or provide supplies or services to Iran, Sudan, or entities listed as a foreign terrorist organization on a list maintained by the Texas State Comptroller (unless such person or company is excluded from federal sanctions relating to Iran, Sudan, or any other foreign terrorist organization).

In order to be a responsive bidder for the City of Amarillo, a representative of your organization that is legally able to bind your company must sign, date, and return to the City of Amarillo, to verify that your company is in compliance with the two statutes described above.

Signature:    
77FBEC43572E47B...  
Title: Chief Revenue Officer  
Company: Clearview AI, Inc.  
Date: 11/4/2022



List prepared pursuant to chapter 2270 of the Texas Government Code

## Designated Foreign Terrorist Organizations

Source - United States Department of State  
<https://state.gov/foreign-terrorist-organizations/>

Updated June 2022

### Organization Name

Abu Sayyaf Group (ASG)  
HAMAS  
Harakat ul-Mujahidin (HUM)  
Hizballah  
Kurdistan Workers Party (PKK, aka Kongra-Gel)  
Liberation Tigers of Tamil Eelam (LTTE)  
National Liberation Army (ELN)  
Palestine Liberation Front (PLF)  
Palestine Islamic Jihad (PIJ)  
Popular Front for the Liberation of Palestine (PFLP)  
PFLP-General Command (PFLP-GC)  
Revolutionary People's Liberation Party/Front (DHKP/C)  
Shining Path (SL)  
al-Qa'ida (AQ)  
Islamic Movement of Uzbekistan (IMU)  
Real Irish Republican Army (RIRA)  
Jaish-e-Mohammed (JEM)  
Lashkar-e Tayyiba (LeT)  
Al-Aqsa Martyrs Brigade (AAMB)  
Asbat al-Ansar (AAA)  
al-Qaida in the Islamic Maghreb (AQIM)  
Communist Party of the Philippines/New People's Army (CPP/NPA)  
Jemaah Islamiyah (JI)  
Lashkar i Jhangvi (LJ)  
Ansar al-Islam (AAI)  
Continuity Irish Republican Army (CIRA)  
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)  
Islamic Jihad Union (IJU)  
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)  
al-Shabaab  
Revolutionary Struggle (RS)  
Kata'ib Hizballah (KH)  
al-Qa'ida in the Arabian Peninsula (AQAP)  
Harakat ul-Jihad-i-Islami (HUJI)  
Tehrik-e Taliban Pakistan (TTP)  
Jaysh al-Adl (formerly Jundallah)  
Army of Islam (AOI)  
Indian Mujahideen (IM)  
Jemaah Anshorut Tauhid (JAT)  
Abdallah Azzam Brigades (AAB)  
Haqqani Network (HQN)  
Ansar al-Dine (AAD)  
Boko Haram  
Ansaru  
al-Mulathamun Battalion (AMB)  
Ansar al-Shari'a in Benghazi  
Ansar al-Shari'a in Darnah  
Ansar al-Shari'a in Tunisia  
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)  
al-Nusra Front  
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)  
Islamic State's Khorasan Province (ISIS-K)  
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)  
Al-Qa'ida in the Indian Subcontinent  
Hizbul Mujahideen (HM)  
ISIS-Bangladesh  
ISIS-Philippines  
ISIS-West Africa  
ISIS-Greater Sahara  
al-Ashtar Brigades (AAB)  
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)  
Islamic Revolutionary Guard Corps (IRGC)  
Asa'ib Ahl al-Haq (AAH)  
Harakat Sawa'd Misr (HASM)  
ISIS-ORC  
ISIS-Mozambique  
Segunda Marquetalia  
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**Garcia, Ricardo**

---

**From:** Garcia, Ricardo  
**Sent:** Thursday, December 22, 2022 4:42 PM  
**To:** White, Courtney; Gaffney, Staci  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,

Trae is out of the office but I'll go over these notes with him when he returns, and I will also bring Lt. Chadwick up to speed on all the notes below.

If we are able to confirm the sole source or cooperative, are we okay to proceed with this order?

Thank you,

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
ricardo.garcia@amarillo.gov



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** White, Courtney <Courtney.White@amarillo.gov>  
**Sent:** Thursday, December 22, 2022 3:00 PM  
**To:** Garcia, Ricardo <Ricardo.Garcia@amarillo.gov>; Gaffney, Staci <Staci.Gaffney@amarillo.gov>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Okay. Based upon that response, I think the sole source issue is all that is outstanding. And I think Chadwick said you were going to look for this on a purchasing cooperative to resolve that issue? Let me know.

Please make sure to pass on my other comments to Lt Chadwick and also put them in the file. (The ones I sent on Dec 2)

Thanks,

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Sent:** Tuesday, December 20, 2022 8:45 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>; Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,  
I got the response below from Clearview:

The language in the terms of service states that if they are not legally able to agree to arbitration, then it will not apply to them. With respect to searching known residents of IL, this was added based on our BIPA case in IL. This limitation may change in a future updated privacy policy, but for the time being, they should just let their users know that if the individual in the probe image is a known resident of IL, then to not search it for now.

I also added the email for context.

Thank you!

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** Garcia, Ricardo  
**Sent:** Friday, December 2, 2022 11:23 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>; Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,  
Thank you for the feedback. Let me get started on this and I'll get back to you.

Thank you,

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>

**Sent:** Friday, December 2, 2022 11:19 AM

**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>; Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>

**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Ricardo,

Several comments on this one:

First, let's discuss sole source. I'm not convinced. What do you and Trae think, based upon your research and discussions with Lt. Chadwick?

If we do decide to proceed, here are my comments while they are fresh on my mind:

1. Order form says this automatically renews every year. Which is fine, but make sure you know that you have to give 30 days' advance notice if you don't want it to renew.
2. Section 3.2.2 says we can't use the product to "research or identify any known individuals residing or located in Illinois". The whole point of this software is to help us identify people, so we presumably won't know whether a person resides in IL or not until we run the search. I think they mean that we won't use it to identify "any individuals *known to be* residing or located in IL". Can you please confirm?
3. Note that 4.5 calls for an annual 5% price increase unless otherwise stated in the order form. The order form doesn't show a price increase, so you might make sure every year when you process this that the price hasn't been incorrectly increased.
4. Make sure the users know that they have to independently verify the results provided by the service. It says multiple times that this isn't intended to be a single-source system for identifying people.
5. In 15.3, please try to delete the last 3 sentences related to arbitration. We don't arbitrate.

Thanks, and let me know what you think about the sole source analysis.

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>

**Sent:** Wednesday, November 23, 2022 10:51 AM

**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>

**Subject:** FW: Clearview AI Req # 48444 Amarillo PD

Claims sole source, please put in line for review. Thank you

Staci Gaffney  
Legal Assistant  
City of Amarillo  
601 S. Buchanan, Ste. 207  
Amarillo, TX 79101  
Telephone (806) 378-5242  
Fax (806) 378-5262

**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this email could lead to violations of the Texas Open Meetings Act. Please Reply only to the sender.

**CONFIDENTIALITY:** The information in this email is for the intended recipient only. If you have received this email in error, please Reply only to the sender and then delete this email. The information in this email and any attachment may be confidential or privileged. Any unauthorized use, disclosure, distribution, forwarding, or copying is strictly prohibited.

**OPEN RECORDS:** The preceding statement notwithstanding, Texas has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are available to the public and media upon written request. Your email communications, including your email address, may therefore be subject to public disclosure.

**TAX ADVICE:** It is not the City's intent to provide any tax or legal advice in this document; you must seek competent legal and tax advice and make your own conclusions about deductions and tax consequences under current tax law.

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Sent:** Friday, November 18, 2022 11:55 AM  
**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** Clearview AI Req # 48444 Amarillo PD

Good morning Staci,

When there's a chance, could you please have somebody review the terms and conditions on this requisition?

Thank you!

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

## **Garcia, Ricardo**

---

**From:** Garcia, Ricardo  
**Sent:** Friday, December 2, 2022 11:23 AM  
**To:** White, Courtney; Gaffney, Staci  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Courtney,  
Thank you for the feedback. Let me get started on this and I'll get back to you.

Thank you,

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
ricardo.garcia@amarillo.gov



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** White, Courtney <Courtney.White@amarillo.gov>  
**Sent:** Friday, December 2, 2022 11:19 AM  
**To:** Gaffney, Staci <Staci.Gaffney@amarillo.gov>; Garcia, Ricardo <Ricardo.Garcia@amarillo.gov>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Ricardo,

Several comments on this one:

First, let's discuss sole source. I'm not convinced. What do you and Trae think, based upon your research and discussions with Lt. Chadwick?

If we do decide to proceed, here are my comments while they are fresh on my mind:

1. Order form says this automatically renews every year. Which is fine, but make sure you know that you have to give 30 days' advance notice if you don't want it to renew.
2. Section 3.2.2 says we can't use the product to "research or identify any known individuals residing or located in Illinois". The whole point of this software is to help us identify people, so we presumably won't know whether a

person resides in IL or not until we run the search. I think they mean that we won't use it to identify "any individuals *known to be* residing or located in IL". Can you please confirm?

3. Note that 4.5 calls for an annual 5% price increase unless otherwise stated in the order form. The order form doesn't show a price increase, so you might make sure every year when you process this that the price hasn't been incorrectly increased.
4. Make sure the users know that they have to independently verify the results provided by the service. It says multiple times that this isn't intended to be a single-source system for identifying people.
5. In 15.3, please try to delete the last 3 sentences related to arbitration. We don't arbitrate.

Thanks, and let me know what you think about the sole source analysis.

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Sent:** Wednesday, November 23, 2022 10:51 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>  
**Subject:** FW: Clearview AI Req # 48444 Amarillo PD

Claims sole source, please put in line for review. Thank you

Staci Gaffney  
Legal Assistant  
City of Amarillo  
601 S. Buchanan, Ste. 207  
Amarillo, TX 79101  
Telephone (806) 378-5242  
Fax (806) 378-5262

**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this email could lead to violations of the Texas Open Meetings Act. Please Reply only to the sender.

**CONFIDENTIALITY:** The information in this email is for the intended recipient only. If you have received this email in error, please Reply only to the sender and then delete this email. The information in this email and any attachment may be confidential or privileged. Any unauthorized use, disclosure, distribution, forwarding, or copying is strictly prohibited.

**OPEN RECORDS:** The preceding statement notwithstanding, Texas has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are available to the public and media upon written request. Your email communications, including your email address, may therefore be subject to public disclosure.

**TAX ADVICE:** It is not the City's intent to provide any tax or legal advice in this document; you must seek competent legal and tax advice and make your own conclusions about deductions and tax consequences under current tax law.

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Sent:** Friday, November 18, 2022 11:55 AM  
**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** Clearview AI Req # 48444 Amarillo PD

Good morning Staci,  
When there's a chance, could you please have somebody review the terms and conditions on this requisition?

Thank you!

Ricardo N Garcia

City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.



## **Garcia, Ricardo**

---

**From:** White, Courtney  
**Sent:** Friday, December 2, 2022 11:19 AM  
**To:** Gaffney, Staci; Garcia, Ricardo  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Ricardo,

Several comments on this one:

First, let's discuss sole source. I'm not convinced. What do you and Trae think, based upon your research and discussions with Lt. Chadwick?

If we do decide to proceed, here are my comments while they are fresh on my mind:

1. Order form says this automatically renews every year. Which is fine, but make sure you know that you have to give 30 days' advance notice if you don't want it to renew.
2. Section 3.2.2 says we can't use the product to "research or identify any known individuals residing or located in Illinois". The whole point of this software is to help us identify people, so we presumably won't know whether a person resides in IL or not until we run the search. I think they mean that we won't use it to identify "any individuals *known to be* residing or located in IL". Can you please confirm?
3. Note that 4.5 calls for an annual 5% price increase unless otherwise stated in the order form. The order form doesn't show a price increase, so you might make sure every year when you process this that the price hasn't been incorrectly increased.
4. Make sure the users know that they have to independently verify the results provided by the service. It says multiple times that this isn't intended to be a single-source system for identifying people.
5. In 15.3, please try to delete the last 3 sentences related to arbitration. We don't arbitrate.

Thanks, and let me know what you think about the sole source analysis.

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Gaffney, Staci <Staci.Gaffney@amarillo.gov>  
**Sent:** Wednesday, November 23, 2022 10:51 AM  
**To:** White, Courtney <Courtney.White@amarillo.gov>  
**Subject:** FW: Clearview AI Req # 48444 Amarillo PD

Claims sole source, please put in line for review. Thank you

Staci Gaffney  
Legal Assistant  
City of Amarillo  
601 S. Buchanan, Ste. 207  
Amarillo, TX 79101  
Telephone (806) 378-5242  
Fax (806) 378-5262

**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this email could lead to violations of the Texas Open Meetings Act. Please Reply only to the sender.

**CONFIDENTIALITY:** The information in this email is for the intended recipient only. If you have received this email in error, please Reply only to the sender and then delete this email. The information in this email and any attachment may be confidential or privileged. Any unauthorized use, disclosure, distribution, forwarding, or copying is strictly prohibited.

**OPEN RECORDS:** The preceding statement notwithstanding, Texas has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are available to the public and media upon written request. Your email communications, including your email address, may therefore be subject to public disclosure.

**TAX ADVICE:** It is not the City's intent to provide any tax or legal advice in this document; you must seek competent legal and tax advice and make your own conclusions about deductions and tax consequences under current tax law.

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>

**Sent:** Friday, November 18, 2022 11:55 AM

**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>

**Subject:** Clearview AI Req # 48444 Amarillo PD

Good morning Staci,

When there's a chance, could you please have somebody review the terms and conditions on this requisition?

Thank you!

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.



## Clearview AI Order Form for

### Amarillo Police Dept (TX)

#### CUSTOMER INFORMATION

**Customer:** Amarillo Police Dept (TX)  
**Address:** 200 SE 3rd Ave Amarillo TX 79101 8063783000  
**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:** Shane Chadwick  
**Title:** Lt.  
**E-mail:** shane.chadwick@amarillo.gov

#### SUBSCRIPTION TERMS

**Product:** Clearview Search with Database

**# of Users:** Up to **Other** law enforcement authorized users at Amarillo Police Dept (TX)

**Initial Term Length:** 36 Months

**Renewal Term:** 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](mailto:renewals@clearview.ai)

**Mobile Terms:** 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	Other - AG Op		\$9,795
MOB1: Mobile Application (Apple)			paid directly to Apple by Customer
MOB1: Mobile Application (Android)			\$0
<b>Total Recurring Fees</b>			<b>\$9,795</b>

#### ONE TIME FEES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
IMPI: Implementation Services	Other - AG Op		\$0
HDS2: Premium Help Desk Support			\$0
<b>Total One Time Fees</b>			<b>\$0</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
Year 1 Payment, due on the Initial Term Start Date	\$9,795
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	\$9,795
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	\$9,795
<b>Total Over Initial Term</b>	<b>\$29,385</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 5B613BC0A5D30256DD083FE87D0FDR05S33045183210E6B2A38A49780EEEA7

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

Download DB3D2CABA1813F9F5F3B46E42E1E8D09325634BFC39E14BE75C48B59775DE17

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

### CLEARVIEW AI, INC. United States

#### Influencer

Ryan Gray  
ryan.gray@clearview.ai

Delivery channel: Email

#### Influencer

Amelia Guan  
VP of State & Local and Customer Success  
amelia.guan@clearview.ai

Delivery channel: Email

---

Danny Cho  
Chief Revenue Officer  
danny.cho@clearview.ai

Date

Delivery channel: Email

#### Influencer

Randa Rhodes  
randa.rhodes@clearview.ai

Delivery channel: Email

#### Influencer

Kristin Luciano  
Associate General Counsel  
kristin.luciano@clearview.ai

Delivery channel: Email

### AMARILLO POLICE DEPT (TX) United States

#### Influencer


Shane Chadwick  
shane.chadwick@amarillo.gov  
+18066765993

Delivery channel: Email

#### Influencer

Haley Hernandez  
haley.hernandez@amarillo.gov  
+18066542944

Delivery channel: Email

  
for Jared Miller  
ricardo.garcia@amarillo.gov

4/21/23  
Date

Delivery channel: Email

## 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:

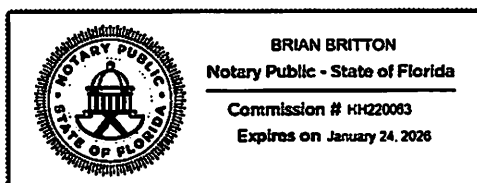
- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- 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.

State of Florida County of Hillsborough



09/20/2022

Brian Britton 01/24/2026

*Brian Britton* HH220063  
Online Notary

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

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

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:
Access PIN:

H7ZWM8SH

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)



Notarize



**Garcia, Ricardo**

---

**From:** Ryan Gray <ryan.gray@clearview.ai>  
**Sent:** Monday, April 17, 2023 2:41 PM  
**To:** Garcia, Ricardo  
**Subject:** Re: Clearview Access

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Apologies,

When we print out via Oneflow PDF it does not give it an expiration date. The proposal is still valid and good to go.

Regards,  
Ryan

On Mon, Apr 17, 2023 at 3:36 PM Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)> wrote:

Hello Ryan,

I was following up on the email below. Could you please advise?

thank you,

**Ricardo N Garcia**

City of Amarillo, Purchasing Dept.

Senior Buyer

601 S Buchanan

Amarillo, TX 79101

806-378-3570

[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)

**Garcia, Ricardo**

---

**From:** Ross, Kim  
**Sent:** Wednesday, November 16, 2022 11:22 AM  
**To:** @Purchasing Department  
**Subject:** Requisition 48444  
**Attachments:** Requisition 48444.pdf

Please see the attached requisition.

Thank you,

*Kim Ross*

Office Manager  
Amarillo Police Department  
Administration Office  
806.378.6101  
kim.ross@amarillo.gov



## Clearview AI Order Form for Amarillo Police Dept (TX)

### CUSTOMER INFORMATION

**Customer:** Amarillo Police Dept (TX)  
**Address:** 200 SE 3rd Ave Amarillo TX 791018063783000  
**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:** Shane Chadwick  
**Title:** Lt.  
**E-mail:** shane.chadwick@amarillo.gov

### SUBSCRIPTION TERMS

**Product:** Clearview Search with Database

**# of Users:** Up to  law enforcement authorized users at Amarillo Police Dept (TX)

**Initial Term Length:** 36 Months

**Renewal Term:** 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](mailto:renewals@clearview.ai)

**Mobile Terms:** 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	Other - AG Op		\$9.795
MOB1: Mobile Application (Apple)			paid directly to Apple by Customer
MOB1: Mobile Application (Android)			\$0
<b>Total Recurring Fees</b>			<b>\$9.795</b>

#### ONE TIME FEES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
IMPI: Implementation Services	Other - AG Op		\$0
HDS2: Premium Help Desk Support			\$0
<b>Total One Time Fees</b>			<b>\$0</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](mailto:renewals@clearview.ai)*

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Initial Term Start Date	\$9.795
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	\$9.795
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	\$9.795
<b>Total Over Initial Term</b>	<b>\$29,385</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  
 Download: 5B413B0C48D7D7547D0811E87D0FD005110751B321CE66A2A445784EECA7A7

Clearview AI Sole Source Affidavit - Notarized - 9.20.22 PDF  
 Download: 8D3D7C4BA1B13F9F573B46F4221E810912566340F1C3DE44E75C4ed597F51112A

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

### CLEARVIEW AI, INC. United States

#### Influencer

Ryan Gray  
ryan.gray@clearview.ai

Delivery channel: Email

#### Influencer

Amelia Quan  
VP of State & Local and Customer Success  
amelia.quan@clearview.ai

Delivery channel: Email

#### Viewer

Patrick Schoenberg  
Invoicing Specialist  
patrick.schoenberg@clearview.ai

Delivery channel: Email

---

Danny Cho  
Chief Revenue Officer  
danny.cho@clearview.ai

---

Date

Delivery channel: Email

#### Influencer

Randa Rhodes  
randa.rhodes@clearview.ai

Delivery channel: Email

### AMARILLO POLICE DEPT (TX) United States

---

Shane Chadwick  
shane.chadwick@amarillo.gov  
+18066765993

---

Date

Delivery channel: Email

#### Influencer

Haley Hernandez  
haley.hernandez@amarillo.gov  
+18066542944

Delivery channel: Email

## 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:

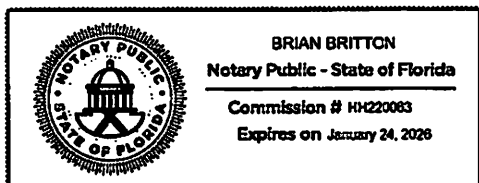
- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- 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.

State of Florida      County of Hillsborough



09/20/2022

Brian Britton      01/24/2026

*Brian Britton* HH220063  
Online Notary

*Abhinav Somani*

Chief Operating Officer

Clearview AI, Inc.

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

---

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:
Access PIN:

H7ZWM8SH

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)



## **Proprietary/Sole Source Purchase Justification**

State of Texas law and City of Amarillo policy require competitive bidding for purchases unless they qualify as Proprietary or Sole Source purchases. A Proprietary or Sole Source purchase is a product or service that has a distinctive characteristic that is not shared by competing products or services. When the specification limits consideration to one manufacturer, one product or one service provider, a written Propriety Purchase/Sole Source Justification form must be retained in the procurement file. This form will assist Purchasing in relaying information necessary on the procurement of proprietary or sole source goods and services. All purchases are subject to the Texas Open Records Act and possible review by Internal, State and Federal auditors. Final approval from Purchasing is required before a purchase will be made.

1. Identify the operational features or functions that are unique or proprietary to the requested good(s) or service(s). For services, identify the special and/or unique qualifications of the individual/company providing the services.  
**Clearview.ai government platform is a unique platform that searches internal, external and social media platforms against pictures we provide during our investigations. We have not come across another platform that has their current capabilities.**
2. For equipment, software, or systems, please explain why no other vendor or distributor can fulfill this request.  
**Web based platform that allows us to compare investigatory photos/videos of suspects and uses an extensive database and social media search engines to locate individuals through facial analysis. We have not seen another vendor or distributor that currently has a working product comparable to Clearview.ai**
3. Briefly explain the need for the unique features or characteristics outlined in the order. For services, explain the reason any unique qualifications are necessary in the performance of the project requirements.  
**We do not currently have a technological capability for identifying unknown subjects or suspects. Whether we are identifying suspects, victims or involved others, this product has proven reliable in giving us the identity of those people quickly. During the short trial, we were able to identify dozens of suspects resulting in cases being filed, warrants issued and arrests being made.**
4. Explain the reasons competitive products or services are not satisfactory. Identify all other sources whose products/services have been considered for this project and explain why they were unsatisfactory. Also, attaché any quotes/proposals received from other sources, if applicable.  
**N/A. Unable to find a comparable product in the USA.**
5. For products: give brand and model number of existing equipment if product will be used with existing equipment. List the purchase order number, if applicable.  
**N/A**
6. For services: if the service is related to an existing contract for service, list the existing purchase order number.  
**N/A**



The vendor has not given or offered to give at any time any economic opportunity, future employment, gift, loan, special discount, trip, favor, or service to me in connection with the submitted bid, offer, proposal or contract. The undersigned Department Director does not have a financial, personal, or business interest in a vendor whose products or services are being considered for purchase for the City. Any conflict shall be disclosed to prevent any real or perceived conflicts of interest.

Date: 11-15-2022

Submitted By: Lt. Shane Chadwick  


Department: Police

Print Name: Shane Chadwick

Title: Lieutenant

Procurement: 



# TERMS OF SERVICE

## CODE OF CONDUCT

## 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:** Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

**Disclaimer:** Search results established through Clearview and its related systems and technologies are indicative not definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals **must** conduct further research in order to verify identifying information or other data discovered on third party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of a dual.

**Clearview.ai**[Government](#)[Commercial](#)[Resources](#)[Media](#)[Company](#)[REQUEST A DEMO](#)

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.

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

**1.4. "Customer" or "You"** means the individual or agency identified on the applicable Order Form or Clearview provided invoice. *If the Customer is a federal or state government agency, please refer to Appendix 2 for Amended Terms for Customers that are Federal, State and Local Governments in the United States.*

**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.

### 1. Permitted Uses.



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.

### **3.2. Prohibited Uses.**

**3.2.1.** You agree that You will not use, and will not permit any Authorized User to use, the Services and Products to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) engage in activity that would discriminate against any person or violate any person's civil rights; (v) transmit through the Services any material that You unlawfully possess; (vi) unless otherwise agreed upon between You and Clearview pursuant to a separately 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). 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 log in 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.**

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 Your 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.

**4.3. Term.** If Your Account is for a specific term period, then You shall pay for the Services outlined on Your Order Form or invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off); provided that You may withhold only a portion of a payment that is due if such amount is subject to a good faith dispute between You and Clearview. Any deviations in payment timing pursuant to this Section 4.3 shall be set forth in your Order Form. You must provide Clearview with notice of a disputed invoice in writing. Clearview will not consider any invoice dispute notice which is sent by You later than ninety (90) days following the date of the invoice in question. The parties will work together to resolve all disputes within sixty (60) days of the date of the dispute notice. If You were billed in error, Clearview will provide 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.



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.

This Agreement may be terminated in the following ways:

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

**5.1.2. By breach:** If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this Section before terminating the Agreement. 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

**Clearview.ai**[Government](#)[Commercial](#)[Resources](#)[Media](#)[Company](#)[REQUEST A DEMO](#)

Clearview and/or its suppliers, as applicable, retain ownership or 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.

## 8. CUSTOMER REPRESENTATIONS.

You represent and warrant that: (i) the signatory signing this Agreement has the actual authority to contract with Clearview AI, Inc. on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) the use of personally identifiable information, including photographs, may be subject to regulation in various jurisdictions. By accessing and using the Services, You further represent and warrant: (1) to use the Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information 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.

## 9. USER CODE OF CONDUCT.

These Terms incorporate the Clearview User Code of Conduct by reference. The User Code of Conduct is attached as Appendix 1. You and all Users 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 as authorized by their employer pursuant to their employment, and independently support and verify all image search results.

## 10. COLLECTION AND SHARING OF DATA.

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 images uploaded to the Services by Users; and (iii) producing and storing facial vectors from images, including images collected from the Internet or shared by You with Clearview, for the purpose of providing the Service to You.

By accessing and using the Services, Users affirmatively consent and allow Clearview 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 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 email messages to Clearview 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.

## 11. USER CONTENT.

(iii) that uploading the Content into the Products does not result in a breach or 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.

1.2. 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.

1.3. **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 systems and technologies are indicative not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

## 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) Use in breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out





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 essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

## 15. MISCELLANEOUS.

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.



Clearview AI, Inc. makes its technology and 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 and take steps 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 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 they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a 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 a Service Agreement with Clearview, hereafter "User Organization", "User Organizations", or "Organization").

By registering a User Account with Clearview, and by using Clearview's Products and Services, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image database, publicly-available online image indexing and search functionality, and its website (collectively, the "Clearview Platform"), Authorized Users and 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](mailto:help@clearview.ai) to notify Clearview 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 Organization.
- The designated User is the only individual who may access and use the Account.

#### Independent Verification

- Search results established through the Clearview Platform and its related systems and technologies are indicative and not definitive. Clearview 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 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 per Organization.
- The Clearview Platform is neither designed nor intended to be used as a single-source system for establishing the identity of an individual, and Users shall not use it as such.
- Furthermore, search results produced by the Clearview Platform are not intended nor permitted to be used as admissible evidence in a court of law or any court filing.

#### 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 shall have access to the search histories of all individual Users associated with the Organization, and shall 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 fashion which 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 knowingly uploading or providing Content to Clearview that depicts a child sixteen (16) years or younger that resident in the state of California.



## Conclusion

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

## Appendix 2

# GOVERNMENT TERMS

## Amended Terms for Federal, State and Local Governments in the United States

If you are a federal, state or local government or government agency in the United States ("You"), and You are using Clearview Services in your official capacity ("Official Use"), the following terms apply solely to such use and all other terms remain in effect:

### 1. Governing Law

Terms relating to venue and governing law do not apply to Your Official Use.

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

For federal government and federal government agencies, any agreement You have with us will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York will apply.

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

For state government and state government agencies, any agreement You have with us will be governed by the laws of the State in 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.

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

For local government and local government agencies, any agreement You have with us will be governed by the laws of the State in 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.

[Go to My Account](#)

[Customer Support](#)



Clearview.ai

[Government](#)

[Commercial](#)

[Resources](#)

[Media](#)

[Company](#)

[REQUEST A DEMO](#)



Clearview.ai

[REQUEST A DEMO](#)

MADE  
IN THE **USA**

[Home](#)

[Law Enforcement](#)

[Commercial](#)

[Resources](#)

[Media](#)

[Events](#)

[Company](#)

[Careers](#)

[Legal](#)

[Patents](#)

[Principles](#)

[Privacy Policy](#)

[Investors](#)

[Contact](#)

[Californians: Do Not Sell My Personal Information](#)

[Data Request](#)

[DMCA](#)

[Disclaimer](#)

© 2022 Clearview AI, Inc. All rights reserved.

## Amarillo Police Department - Request for Purchase

Division: Intelligence & Analysis Unit

DATE:

10/27/22

2 | Account Name:

RETURN THIS FORM TO THE CHIEF'S OFFICE WITH RECEIPT / INVOICE

[illegible]

Requesting Officer: Lt. Shane Chadwick

Suggested Vendor: Clearview AI, Inc

Vendor Address	99 Wall St #5730, New York, NY 10005
----------------	--------------------------------------

Vendor Phone Number | clearview.ai

Division Commander:

If you did not put an amount for shipping, Is shipping free?

☒ Yes☐ No

**Note: If you intend to have someone else process this order, allow up to two weeks for delivery, four weeks for out of town purchases.**

**Chief's Office Use Only**

Approved By:

Account #

Date Ordered:

Requisition #:

D.E.O. #:

D.P.O.#:

Remarks:

Budgeted ?

☐ Yes☒ No

Budget line #

APD-176 Revised 04/2019



**ATTENTION**  
**PURCHASE ORDER RECEIPT ACKNOWLEDGEMENT**

Please sign and return the following Purchase Order Acknowledgement by Fax or Email  
acknowledging receipt of the:

City of Amarillo, Purchase Order No. 162868 in the amount of  
\$ 29,385.00 for the Amarillo Police Department.

I, Abhinav Somani, representing Clearview AI, Inc., acknowledge  
PRINTED OR TYPED COMPANY NAME  
receipt of Purchase Order.

By signing this Purchase Order Acknowledgement you are only indicating receipt of this order.

DocuSigned by:

Abhinav Somani

SIGNED

1/18/2023

DATE

**Bill To: City of Amarillo**  
**Purchasing Dept**  
**PO Box 1971**  
**Amarillo Tx 79105**

**Telephone No. (806) 378-3028**  
**Fax (806) 378-9494**  
**Email: purchasing2@amarillo.gov**



## FAX COVER SHEET

DATE: January 17, 2023

TO: NAME Ryan Gray

COMPANY: Clearview AI

CITY: \_\_\_\_\_

FAX NUMBER: ryan.gray@clearview.ai

FROM: CITY OF AMARILLO, PURCHASING DEPARTMENT

PHONE NUMBER: 806-378-3028

FAX NUMBER: 806-378-9494

REMARKS: \_\_\_\_\_

THERE ARE 3 PAGES INCLUDING THIS COVER PAGE



**ATTENTION**  
**PURCHASE ORDER RECEIPT ACKNOWLEDGEMENT**

Please sign and return the following Purchase Order Acknowledgement by Fax or Email  
acknowledging receipt of the:

City of Amarillo, Purchase Order No. 162868 in the amount of

\$ 29,385.00 for the Amarillo Police Department.

I, \_\_\_\_\_, representing \_\_\_\_\_, acknowledge  
PRINTED OR TYPED COMPANY NAME

receipt of Purchase Order.

By signing this Purchase Order Acknowledgement you are only indicating receipt of this order.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

**Bill To: City of Amarillo**  
**Purchasing Dept**  
**PO Box 1971**  
**Amarillo Tx 79105**

**Telephone No. (806) 378-3028**  
**Fax (806) 378-9494**  
**Email: purchasing2@amarillo.gov**



CITY OF AMARILLO  
REQUISITION

11/17/2022

Page -

1

Order Number 48444 - 000 - OR

Branch/Plant 1610

BILL TO: PURCHASING DEPT  
P.O.BOX 1971  
AMARILLO, TEXAS 79105-1971

Vendor CITY OF AMARILLO  
PO BOX 1971  
AMARILLO TX 79105-1971

Ship To AMARILLO POLICE DEPARTMENT  
ATTN:SHANE CHADWICK 806.378.9403  
200 SE 3RD AVE  
AMARILLO TX 79101

Ordered 11/16/2022 Freight VendorNumber 100156  
Requested 11/16/2022 Order Taken By  
Delivery

Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty	Account Number
1.000	0	Expert System Software 208 45		Other - AG Op		EA	9,795.00	11/16/2022			1610.69300

CVI: CLEARVIEW SEARCH - DESKTOP

YEAR 1 PAYMENT DUE ON THE INITIAL TERM START DATE

2.000	0	Expert System Software 208 45				EA		11/16/2022			1610.69300
-------	---	----------------------------------	--	--	--	----	--	------------	--	--	------------

IMPI: IMPLEMENTATION SERVICES

3.000	0	Expert System Software 208 45		Other - AG Op		EA		11/16/2022			1610.69300
-------	---	----------------------------------	--	---------------	--	----	--	------------	--	--	------------

PREMIUM HELP DESK SUPPORT

4.000	0	Expert System Software 208 45				EA	9,795.00	11/16/2022			1610.69300
-------	---	----------------------------------	--	--	--	----	----------	------------	--	--	------------

YEAR 2 PAYMENT DUE ON THE 1ST ANNIVERSARY INITIAL TERM START DATE

5.000	0	Expert System Software 208 45		Other - AG Op		EA	9,795.00	11/16/2022			1610.69300
-------	---	----------------------------------	--	---------------	--	----	----------	------------	--	--	------------

YEAR 3 PAYMENT DUE ON THE 2ND ANNIVERSARY OF INITIAL TERM START DATE

Total Order 29,385.00

CITY OF AMARILLO  
REQUISITION

11/17/2022

Page - 2

Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU	Extended Price	Request	Order Number		48444 - 000 - OR
						UM		Date	Order No	Ty	Account Number
						Sales Tax					
Term	Pay Next Check Run		Tax Rate	*NA*			.00			29,385.00	

## **Garcia, Ricardo**

---

**From:** White, Courtney  
**Sent:** Wednesday, December 28, 2022 2:51 PM  
**To:** Garcia, Ricardo; Gaffney, Staci  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Yes, if you are able to find it on a co-op or make the determination that it is sole source.

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Garcia, Ricardo <Ricardo.Garcia@amarillo.gov>  
**Sent:** Thursday, December 22, 2022 4:42 PM  
**To:** White, Courtney <Courtney.White@amarillo.gov>; Gaffney, Staci <Staci.Gaffney@amarillo.gov>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,  
Trae is out of the office but I'll go over these notes with him when he returns, and I will also bring Lt. Chadwick up to speed on all the notes below.

If we are able to confirm the sole source or cooperative, are we okay to proceed with this order?

Thank you,

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** White, Courtney <Courtney.White@amarillo.gov>  
**Sent:** Thursday, December 22, 2022 3:00 PM  
**To:** Garcia, Ricardo <Ricardo.Garcia@amarillo.gov>; Gaffney, Staci <Staci.Gaffney@amarillo.gov>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Okay. Based upon that response, I think the sole source issue is all that is outstanding. And I think Chadwick said you were going to look for this on a purchasing cooperative to resolve that issue? Let me know.

Please make sure to pass on my other comments to Lt Chadwick and also put them in the file. (The ones I sent on Dec 2)

Thanks,

Courtney M. White  
Assistant City Attorney  
806.378.4249

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Sent:** Tuesday, December 20, 2022 8:45 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>; Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,  
I got the response below from Clearview:

The language in the terms of service states that if they are not legally able to agree to arbitration, then it will not apply to them. With respect to searching known residents of IL, this was added based on our BIPA case in IL. This limitation may change in a future updated privacy policy, but for the time being, they should just let their users know that if the individual in the probe image is a known resident of IL, then to not search it for now.

I also added the email for context.

Thank you!

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** Garcia, Ricardo  
**Sent:** Friday, December 2, 2022 11:23 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>; Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Courtney,

Thank you for the feedback. Let me get started on this and I'll get back to you.

Thank you,

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.

**From:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>  
**Sent:** Friday, December 2, 2022 11:19 AM  
**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>; Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Subject:** RE: Clearview AI Req # 48444 Amarillo PD

Hi Ricardo,

Several comments on this one:

First, let's discuss sole source. I'm not convinced. What do you and Trae think, based upon your research and discussions with Lt. Chadwick?

If we do decide to proceed, here are my comments while they are fresh on my mind:

1. Order form says this automatically renews every year. Which is fine, but make sure you know that you have to give 30 days' advance notice if you don't want it to renew.
2. Section 3.2.2 says we can't use the product to "research or identify any known individuals residing or located in Illinois". The whole point of this software is to help us identify people, so we presumably won't know whether a person resides in IL or not until we run the search. I think they mean that we won't use it to identify "any individuals *known to be* residing or located in IL". Can you please confirm?
3. Note that 4.5 calls for an annual 5% price increase unless otherwise stated in the order form. The order form doesn't show a price increase, so you might make sure every year when you process this that the price hasn't been incorrectly increased.
4. Make sure the users know that they have to independently verify the results provided by the service. It says multiple times that this isn't intended to be a single-source system for identifying people.
5. In 15.3, please try to delete the last 3 sentences related to arbitration. We don't arbitrate.

Thanks, and let me know what you think about the sole source analysis.

Courtney M. White  
Assistant City Attorney

806.378.4249

**From:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Sent:** Wednesday, November 23, 2022 10:51 AM  
**To:** White, Courtney <[Courtney.White@amarillo.gov](mailto:Courtney.White@amarillo.gov)>  
**Subject:** FW: Clearview AI Req # 48444 Amarillo PD

Claims sole source, please put in line for review. Thank you

Staci Gaffney  
Legal Assistant  
City of Amarillo  
601 S. Buchanan, Ste. 207  
Amarillo, TX 79101  
Telephone (806) 378-5242  
Fax (806) 378-5262

**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this email could lead to violations of the Texas Open Meetings Act. Please Reply only to the sender.

**CONFIDENTIALITY:** The information in this email is for the intended recipient only. If you have received this email in error, please Reply only to the sender and then delete this email. The information in this email and any attachment may be confidential or privileged. Any unauthorized use, disclosure, distribution, forwarding, or copying is strictly prohibited.

**OPEN RECORDS:** The preceding statement notwithstanding, Texas has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are available to the public and media upon written request. Your email communications, including your email address, may therefore be subject to public disclosure.

**TAX ADVICE:** It is not the City's intent to provide any tax or legal advice in this document; you must seek competent legal and tax advice and make your own conclusions about deductions and tax consequences under current tax law.

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**From:** Garcia, Ricardo <[Ricardo.Garcia@amarillo.gov](mailto:Ricardo.Garcia@amarillo.gov)>  
**Sent:** Friday, November 18, 2022 11:55 AM  
**To:** Gaffney, Staci <[Staci.Gaffney@amarillo.gov](mailto:Staci.Gaffney@amarillo.gov)>  
**Subject:** Clearview AI Req # 48444 Amarillo PD

Good morning Staci,  
When there's a chance, could you please have somebody review the terms and conditions on this requisition?

Thank you!

Ricardo N Garcia  
City of Amarillo, Purchasing Dept.  
Senior Buyer  
601 S Buchanan  
Amarillo, TX 79101  
806-378-3570  
[ricardo.garcia@amarillo.gov](mailto:ricardo.garcia@amarillo.gov)



**The Purchasing Department shall make purchases of materials, services, supplies and equipment for the City of Amarillo in the manner provided by the City Charter and by Texas Law, and shall sell property that the City has declared surplus.**

## 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:

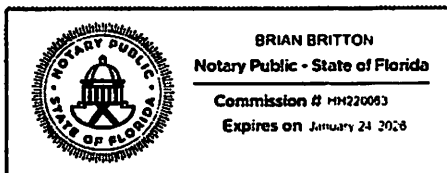
- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- 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.

State of Florida County of Hillsborough



09/20/2022

Brian Britton 01/24/2026

*Brian Britton* HH220063  
Online Notary

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

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

@ Clearview.ai

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

www.clearview.ai  
info@clearview.ai



# Redaction Log

Total Number of Redactions in Document: 16

## Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	Bank Account	Bank account and routing numbers (Tex. Gov't Code § 552.136)	1
1	Other - AG Op	Other - see AG opinion	1
5	Other - AG Op	Other - see AG opinion	1
7	Other - AG Op	Other - see AG opinion	3
27	Other - AG Op	Other - see AG opinion	2
28	Other - AG Op	Other - see AG opinion	1
35	Other - AG Op	Other - see AG opinion	1
36	Other - AG Op	Other - see AG opinion	2
53	Other - AG Op	Other - see AG opinion	1
57	Other - AG Op	Other - see AG opinion	3

## Redaction Log

### Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Bank Account	Bank account and routing numbers (Tex. Gov't Code § 552.136)	1(1)
Other - AG Op	Other - see AG opinion	1(1) 5(1) 7(3) 27(2) 28(1) 35(1) 36(2) 53(1) 57(3)