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## REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA

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**I. Roll Call**

**II. Consideration of Previous Minutes**

1. Regular Council Meeting 02/10/2026
2. Committee of the Whole 02/10/2026

**III. Unfinished Business**

**Miscellaneous**

1. Discuss School Board appointment. (TK)

**Resolutions**

**Ordinances**

**IV. New Business**

**Miscellaneous**

1. Discuss Library Board appointment. (RE)
2. Approval of Fiscal Year 2024 audited financial statements. (FH)
3. Discuss amending the Golf Cart Ordinance. (JL)

**Resolutions**

1. Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$82,835. (BL/JS)
2. Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide engineering services for renovation of the Old Finance Building in an amount not to exceed \$68,800. (FH)

3. Resolution authorizing the execution of software service agreements with Clearview AI, Inc., for facial recognition for the Police Department. (TJ)
4. Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a preliminary soil study for a new civic center in an amount not to exceed \$8,565. (CP)
5. Resolution authorizing a waiver of rental fees for the Orange Beach Performing Arts Center for the Baldwin Pops, Inc., John Allen Memorial Scholarship Concert. (JL)
6. Resolution authorizing the execution of a performance contract with Natalie van Blerk for tennis professional services. (NA)
7. Resolution authorizing the execution of a professional services agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. (FH)
8. Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road. (TT)
9. Resolution authorizing the execution of a right of entry permit and license agreement with The Nature Conservancy for the restoration of Orange Beach Waterfront Park. (PW)
10. Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to perform a wetland assessment of the proposed site for a new civic center in an amount not to exceed \$2,750. (CP)
11. Resolution authorizing execution of agreements to grant underground electric line easements to Baldwin County Electric Membership Corporation. (CP)

**Public Hearings**

**Ordinances**

**V. Public Comments**

**VI. Executive Session**

1. Executive session to discuss pending litigation. (JL)

**VII. Adjourn**

**MINUTES OF  
REGULAR COUNCIL MEETING  
ORANGE BEACH CITY COUNCIL  
FEBRUARY 10, 2026 – 5:00 P.M.  
CITY HALL – COUNCIL CHAMBERS**

- I. CALL TO ORDER** Mayor Kennon called the meeting to order at 4:58 P.M.
- II. INVOCATION** Pastor Houston Britt, Oasis Church
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**

Present: Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

Absent: None

**V. CONSIDERATION OF AGENDA**

**Motion made (Silvers/Robertson) to approve the agenda with one additional item.**

- 1. Approval of a Restaurant Retail Liquor License Application by Wharf Restaurant Group LLC for Yoho Rum and Tacos at 4851 Wharf Parkway, Space D132.

Vote unanimous in favor.

**VI. CONSIDERATION OF PREVIOUS MINUTES**

Regular Council Meeting                      01/20/2026  
Committee of the Whole                      01/20/2026

The reading was waived and minutes were approved as written.

**VII. REPORTS OF OFFICERS/COMMITTEES**

- 1. City Administrator – Ford Handley                      No report.
- 2. Director, Public Works – Tim Tucker                      No report.
- 3. Director, Community Development – Adam Roberson                      No report.
- 4. Chief, Police Department – Trent Johnson                      No report.
- 5. Chief, Fire Department – Jeff Smith                      No report.
- 6. City Clerk – Renee Eberly                      No report.
- 7. Director, Finance – Ford Handley                      No report.
- 8. Parks & Recreation – Nicole Ard                      No report.
- 9. Director, Utilities – Rob Stalcup                      No report.
- 10. Director, Coastal Resources – Phillip West                      No report.
- 11. Librarian, Public Library – Meagan Bing                      No report.
- 12. Director, Municipal Court – Pam Davis                      No report.
- 13. Director, Expect Excellence – Ford Handley                      No report.

14. Mayor/Council

Councilmember Stuart shared the upcoming schedule for the City Shooting Range.

Councilmember Silvers reminded the public about the upcoming K-9 field trials being held at the Orange Beach Sportsplex.

Marc Anderson, Public Relations Manager, reminded the public about the upcoming Mardi Gras parades and summarized changes to the route.

Councilmember Harrelson congratulated the Orange Beach High School athletes on their latest championship victories.

**VIII. AUDITING OF ACCOUNTS**

**Motion made (Silvers/Harrelson) to certify that cash requirements with no related interests are within budget and appropriate for payment.** Vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).**

**Motion made (Harrelson/Robertson) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment.** Vote revealed: Silvers, abstain; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (5-0-1).**

**IX. PRESENTATIONS**

**X. RECOGNITIONS**

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**Miscellaneous**

1. Approval of a Special Events Retail Liquor License Application by Event Concessions, Inc., for the 2026 Wharf Boat Show to be held March 20-22, 2026, at 4685 Wharf Parkway. **Motion made (Stuart/Harrelson) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**
2. ADDITION: Approval of a Restaurant Retail Liquor License Application by Wharf Restaurant Group LLC for Yoho Rum and Tacos at 4851 Wharf Parkway, Space D132. **Motion made (Robertson/Stuart) to approve the liquor license.** Vote unanimous in favor. **Motion passed.**

**Resolutions**

1. Resolution awarding the annual bid for Roll-Off Container Services to BCC Waste Solutions, LLC, dba Baldwin Container Company, per unit pricing. **Motion made (Harrelson/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
2. Resolution awarding the annual bid for Dumpster Services to BCC Waste Solutions, LLC, dba Baldwin Container Company, per unit pricing. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
3. Resolution awarding the bid for Three UTVs for the Fire Department to Daphne Motorsports, Inc., dba Hall's Motorsports Eastern Shore, in the amount of \$61,245.57. **Motion made (Harrelson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
4. Resolution awarding the bid for a Flashover Simulator for the Fire Department to Fire Training Structures, LLC, in the amount of \$124,971. **Motion made (Johnson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

5. Resolution amending the fee schedule for the Orange Beach Senior Center located at 26251 Canal Road. **Motion made (Robertson/Harrelson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
6. Resolution authorizing the purchase of a Vehicle for the Fire Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$58,999. **Motion made (Silvers/Robertson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
7. Resolution authorizing the sole source purchase of Diffuser Sleeves from Parkson Corporation for the Utilities Department in the amount of \$37,896. **Motion made (Harrelson/Johnson) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**
8. Resolution authorizing the purchase of a Vehicle for the Sportsplex through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,724. **Motion made (Robertson/Silvers) to adopt the resolution.** Vote unanimous in favor. **Motion passed.**

#### **Ordinances**

1. First Reading – Ordinance amending Chapter 2, Article V, Division 4, Section 2-250 of the Code of Ordinances for the City of Orange Beach, Alabama, to update the Board of Zoning Adjustment appeals process. **Motion made (Stuart/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).** **Motion made (Silvers/Stuart) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Robertson, aye; Harrelson, aye; Stuart, aye; Johnson, aye; Kennon, aye. **Motion passed. (6-0).**

#### **XIII. PUBLIC COMMENTS**

None

#### **XIV. ADJOURN**

**There being no further business to come before the council, motion made (Robertson/Harrelson) to adjourn.** Vote unanimous in favor.

Time: 5:07 P.M.

**APPROVED** this the 17<sup>th</sup> day of March, 2026.

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Renee Eberly  
City Clerk

**MINUTES OF  
COMMITTEE OF THE WHOLE MEETING  
ORANGE BEACH CITY COUNCIL  
FEBRUARY 10, 2026 – 5:08 P.M.  
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the March 3, 2026, agenda.

The following members were present:

Councilmember Jeff Silvers  
Councilmember Jack Robertson  
Councilmember Ginger Harrelson  
Councilmember Robert Stuart  
Councilmember Jerry Johnson  
Mayor Tony Kennon

The following members were absent:

None

The following items were discussed:

1. Discuss School Board appointment. Mayor Kennon stated that, as requested, a short list of five applicants has been recommended by current School Board members. Renee Eberly, City Clerk, read the five recommended applicants as follows: Stephen Lewis, Ryan Long, Carrie Morris, Clay Tindal, and Mallory Wilkins. Mayor and Council agreed to interview these five applicants, and debated the format of these interviews. Ultimately, Mayor and Council agreed that Mayor Kennon, Councilmember Harrelson, and Councilmember Stuart would conduct the interviews in person with the other Councilmembers watching on livestream. Councilmembers will submit questions to the City Administrator, who will compile a list of interview questions to be asked similarly to every interviewee. The City Administrator will move forward with scheduling the interviews.
2. Discuss Garden Club request for use of the Art Center. Council agreed that waiving or reducing public facility costs for local charity fundraisers serves a public purpose, but that this public purpose does not extend to closed annual meetings.
3. Discuss funding request from the Alabama Gulf Coast Zoo. After a brief discussion, Council agreed to move forward with approving the request.
4. Discuss lease options for the Old Finance Building. Ford Handley, City Administrator, recommended a lease schedule that will cover any necessary renovations. Council agreed to move forward with the request.
5. Resolution retiring Police Canine "Sadie" and authorizing the Mayor to execute the documents necessary to transfer ownership of "Sadie" to Officer Brennan Giles. Chief Johnson asked Mayor and Council for permission to recognize the retirement at the K-9 trials banquet being held this Thursday. Sadie was the reigning champion in her specialty years 2022 through 2025. Mayor and Council approved the recognition.
6. Resolution authorizing the execution of a purchase agreement with Gulf Coast K9, LLC, for a police canine in the amount of \$12,000.
7. Resolution authorizing the purchase of Vehicle Emergency Equipment for the Police Department through State Bid from Emergency Lighting by Haynes, L.L.C., in the amount of \$63,551.40.
8. Resolution authorizing the execution of a service agreement with Motorola Solutions, Inc., for GIS Managed Services for the Police Department in the amount of \$88,822.19.

9. Resolution authorizing the execution of a software service agreement with Tranquility AI Inc. for AI-powered evidence analysis for the Police Department in the amount of \$39,999.68.
10. Resolution authorizing a franchise for JOLA Transportation LLC to operate a taxi service within the city limits and police jurisdiction of the City of Orange Beach.
11. Resolution authorizing execution of Change Order No. 1 with Harris Contracting Services, Inc., for sidewalk repairs, fencing, and minor additional sitework adjacent to the pickleball courts in an amount not to exceed \$36,431.
12. Resolution authorizing the purchase of LED Lighting for the Tennis Courts through Sourcewell from Musco Sports Lighting, LLC, in the amount of \$139,900.
13. Resolution authorizing the purchase of a Vehicle for the Sewer Department through State Bid from Stivers Ford Lincoln, Inc., in the amount of \$48,639.
14. Resolution authorizing the execution of a contract for law enforcement services with Baldwin County.

Public Comments:

None

Executive Session:

1. Executive session to discuss the purchase, sale, exchange, lease, or market value of real property. **Motion made (Harrelson/Johnson) to enter executive session for the stated purpose.** The Mayor announced that the executive session would last approximately 30 minutes, and that Council would not reconvene after the executive session.

Time in: 5:51 P.M.

Time out: 6:13 P.M.

There being no further business, the meeting adjourned.

Time: 6:13 P.M.

**APPROVED** this 17<sup>th</sup> day of March, 2026.

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Renee Eberly  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss School Board appointment. (TK)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 2025.12.02 Orange Beach School Board Applicants

# Orange Beach City School Board Applicants

Application Deadline: November 21, 2025

17 applications received.

Bowling, Timothy

Brown, Taylor

Collins, Leanne

D'Aversa, Tina

Dale, Sue

Faulkner, Neeli

Hoffman, Kendall

Lewis, Stephen

Long, Ryan

Mitchell, Annette

Morris, Carrie

Mott, Angela

Neel, Jason

Proctor, Drew

Tindal, Clay

Wade, Ashley

Wilkins, Mallory

Per Resolution No. 22-053 establishing the Orange Beach City Board of Education, school board members shall be residents of the City of Orange Beach and shall not be members of the City Council.

Per Code of Alabama § 16-11-2 (1975), as amended, no person shall be eligible for election or appointment as a member of a city board of education unless he or she satisfies all of the following qualifications:

- (1) Is a person of good moral character.
- (2) Has obtained a high school diploma or its equivalent.
- (3) Is not employed by that city board of education.
- (4) Is not serving on the governing board of a private elementary or secondary educational institution.
- (5) Is not on the National Sex Offender Registry or the state sex offender registry.
- (6) Has not been convicted of a felony.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss Library Board appointment. (RE)

**Background/Description:** The Library Board Member Joni Blalock's term expired on February 1, 2026.

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

None



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Approval of Fiscal Year 2024 audited financial statements. (FH)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. COOB 2024 Audit DRAFT

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF NET POSITION  
DECEMBER 31, 2024

DRAFT

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Orange Beach Board of Education
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 88,529,608	\$ 5,318,329	\$ 93,847,937	\$ 4,765,518
Accounts Receivable	12,755,104	82,649	12,837,753	4,904,586
Internal Balances	7,155,313	(7,155,313)	-	-
Prepaid Expenses	312,077		312,077	-
Inventories	-	-	-	37,750
Restricted Cash	42,431,096	4,974,362	47,405,458	-
Capital assets:				
Non-depreciable	96,023,814	502,236	96,526,050	19,394,937
Depreciable (Net)	62,707,731	26,410,208	89,117,939	77,996,678
<b>Total assets</b>	<b>309,914,743</b>	<b>30,132,471</b>	<b>340,047,214</b>	<b>107,099,469</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred Employer Pension Contributions	832,622	-	832,622	1,341,162
Deferred Pension Losses	5,281,896	-	5,281,896	11,040,000
Deferred OPEB losses and employer contributions	-	-	-	6,899,077
Defeasance Cost (NET)	355,771	657,080	1,012,851	-
<b>Total Deferred Outflows of Resources</b>	<b>6,470,289</b>	<b>657,080</b>	<b>7,127,369</b>	<b>19,280,239</b>
<b>LIABILITIES</b>				
Current liabilities				
Accounts payable	9,778,813	3,832	9,782,645	408,182
Accrued expenses	1,921,106	99,642	2,020,748	1,223,326
Accrued interest payable	789,476	52,688	842,164	-
Long-term liabilities:				
Due within one year:				
Compensated Absences	607,815	91,966	699,781	29,096
Bonds Payable - Current	5,008,337	1,865,000	6,873,337	-
Due in More than One Year:				
Bonds Payable - Non Current	110,007,522	9,665,000	119,672,522	-
Compensated Absences	283,919	56,169	340,088	-
Net pension liability	9,098,112	-	9,098,112	21,465,342
<b>Total Liabilities</b>	<b>137,495,100</b>	<b>11,834,297</b>	<b>149,329,397</b>	<b>23,125,946</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred Pension Gains	4,565,753	-	4,565,753	262,000
Deferred OPEB Gains	-	-	-	4,972,636
Unearned Revenue	205,353	51,528	256,881	-
	<b>4,771,106</b>	<b>51,528</b>	<b>4,822,634</b>	<b>5,234,636</b>
<b>NET POSITION</b>				
Investment in Capital Assets				
Net of Related Debt	43,715,686	16,039,524	59,755,210	97,391,615
Restricted for:				
Capital Projects	42,769,414	-	42,769,414	921,224
Educaton	-	-	-	806,221
Emergencies	2,760,899	-	2,760,899	-
Unrestricted	84,872,827	2,864,202	87,737,029	(1,099,934)
<b>Total Net Position</b>	<b>\$ 174,118,826</b>	<b>\$ 18,903,726</b>	<b>193,022,552</b>	<b>\$ 98,019,126</b>

The accompanying notes are an integral part of the financial statements.



THE CITY OF ORANGE BEACH, ALABAMA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2024

	General	Other Non-Major Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 88,183,325	\$ 346,283	\$ 88,529,608
Restricted cash and cash equivalents	39,841,740	2,589,356	42,431,096
Accounts Receivable, Net	12,588,342	166,762	12,755,104
Due From Other Funds	7,322,074	-	7,322,074
Prepaid expenses	312,077	-	312,077
Total assets	\$ 148,247,558	\$ 3,102,401	\$ 151,349,959
 <b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 9,762,196	\$ 16,617	\$ 9,778,813
Due to other funds	-	166,762	166,762
Accrued expenses	1,840,636	-	1,840,636
Appearance bonds	39,895	-	39,895
Performance bonds	33,545	-	33,545
Communication tower escrow funds	7,030	-	7,030
Total Liabilities	11,683,302	183,379	11,866,681
 <b>DEFERRED INFLOWS OF RESOURCES</b>			
Unearned revenue	205,353	-	205,353
 Fund Balances:			
Non-Spendable Fund Balance	312,077	-	312,077
Spendable:			
Restricted	42,769,414	2,589,356	45,358,770
Committed	2,760,899	-	2,760,899
Assigned	-	329,666	329,666
Unassigned	90,516,513	-	90,516,513
Total Fund Balances	136,358,903	2,919,022	139,277,925
Total Liabilities and Fund Balances	\$ 148,247,558	\$ 3,102,401	\$ 151,349,959

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
RECONCILIATION OF THE BALANCE SHEET  
TO THE STATEMENT OF NET POSITION  
DECEMBER 31, 2024

Fund Balances - Total Governmental Funds \$ 139,277,925

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	200,936,809	
Less: accumulated depreciation	<u>(42,205,264)</u>	158,731,545

Certain deferred outflows of resources used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Deferred employer pension contributions		
Deferred pension losses	6,114,518	
Loss on advance refunding	880,250	
Less: accumulated amortization	<u>(524,479)</u>	6,470,289

Certain deferred inflows of resources used in governmental activities are not financial uses and therefore are not reported in the governmental funds.

Deferred pension gains		
	<u>(4,565,753)</u>	(4,565,753)

Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.

Governmental bonds payable	(107,699,265)	
Premium on bonds issued	(9,860,674)	
Accumulated amortization of premium/discount	2,544,081	
Net pension liability	(9,098,112)	
Compensated absences	<u>(891,734)</u>	(125,005,704)

Accrued interest payable on debt in the governmental funds is susceptible to full accrual on the entity wide basis.

Accrued interest payable		<u>(789,476)</u>
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Net position of governmental activities \$ 174,118,826

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE  
GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	General	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>			
Property taxes	\$ 7,834,846	\$ -	\$ 7,834,846
Intergovernmental:			
State tax	178,893	681,212	860,105
Local tax	68,020,196	-	68,020,196
Grants	10,811,885	24,476	10,836,361
Reimbursements	247,476		247,476
Other licenses, permits and fees	7,205,091	2,291	7,207,382
Fines and forfeitures	416,499	-	416,499
Charges for services	2,886,796	-	2,886,796
Rental Income	193,996	-	193,996
Investment earnings	4,420,595	84,070	4,504,665
Contracts	967,345	-	967,345
Miscellaneous	930,202	227,080	1,157,282
<b>Total revenues</b>	104,113,820	1,019,129	105,132,949
<b>EXPENDITURES</b>			
Current			
General government	17,881,126	-	17,881,126
Coastal resources	2,928,734	-	2,928,734
Court	487,577	-	487,577
Finance	1,341,773	-	1,341,773
Police	8,991,032	-	8,991,032
Corrections	926,419	-	926,419
Community development	1,737,035	-	1,737,035
Communications	748,799	-	748,799
Fire	11,041,760	-	11,041,760
Public works	3,549,667	-	3,549,667
Landscape	1,760,808	-	1,760,808
Parks and recreation	3,072,274	-	3,072,274
Performing arts	578,178	-	578,178
Recreation center	1,195,058	-	1,195,058
Expect Excellence	2,347,727	-	2,347,727
Library	-	797,150	797,150
Interest Expense	-	3,674,520	3,674,520
Debt Service	-	3,691,951	3,691,951
Capital Purchases	54,468,779	-	54,468,779
<b>Total expenditures</b>	113,056,746	8,163,621	121,220,367
(Deficiency) of revenues over expenditures	(8,942,926)	(7,144,492)	(16,087,418)
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds of Bond Issue	6,250,000	-	6,250,000
Proceeds from disposal of assets	32,629	-	32,629
Transfers In	2,893,881	8,116,312	11,010,193
Transfers (Out)	(10,753,730)	(683,504)	(11,437,234)
<b>Total other financing sources (uses)</b>	(1,577,220)	7,432,808	5,855,588
Net change in fund balances	(10,520,146)	288,316	(10,231,830)
Fund balances - beginning	146,879,049	2,630,706	149,509,755
Fund balances - ending	\$ 136,358,903	\$ 2,919,022	\$ 139,277,925

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL ACTIVITIES  
TO THE CHANGES IN NET POSITION OF THE STATEMENT OF ACTIVITIES  
FOR THE PERIOD ENDED DECEMBER 31, 2024

Net Change in Fund Balances - Total Governmental Funds \$ (10,231,830)

Governmental funds report capital improvements as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Expenditures for capital assets	25,370,785	
Less: current year depreciation	<u>(4,163,131)</u>	21,207,654

Bond proceeds provide current financial resources to governmental funds, but issuing debt increase long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Proceeds of 2022B GO Debt issue	(6,250,000)	
Bond premium/discount amortization	430,388	
Principal payments	<u>3,691,951</u>	(2,127,661)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Amortization of loss on refunding	(88,024)	
Decrease in interest accrued on long term debt	(31,854)	
Decrease in compensated absences	18,395	
Decrease in deferred pension losses	(2,891,763)	
Decrease in deferred pension gains	(4,361,271)	
Increase in net pension liability	<u>6,755,002</u>	<u>(599,515)</u>

Change in Net Position of Governmental Activities \$ 8,248,648

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF NET POSITION  
PROPRIETARY FUNDS  
DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 4,970,225	\$ -	\$ 348,104	\$ 5,318,329
Restricted Cash and Cash Equivalents	4,974,362	-	-	4,974,362
Accounts receivable - net	66,648	-	16,001	82,649
Due from other funds	-	-	389,189	389,189
Capital Assets:				
Non-depreciable Assets - Land	343,588	158,648	-	502,236
Buildings	1,712,671	2,153,718	2,152,541	6,018,930
Sewer Plant	28,763,756	-	-	28,763,756
Vehicles and equipment	4,153,273	76,104	1,561,124	5,790,501
Distribution and collection system	19,826,467	-	-	19,826,467
Less: Accumulated Depreciation	<u>(31,254,356)</u>	<u>(835,405)</u>	<u>(1,899,685)</u>	<u>(33,989,446)</u>
<b>Total assets</b>	<u>33,556,634</u>	<u>1,553,065</u>	<u>2,567,274</u>	<u>37,676,973</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Unamortized loss on refunding - net	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
Total Deferred Outflows of Resources	<u>657,080</u>	<u>-</u>	<u>-</u>	<u>657,080</u>
<b>LIABILITIES</b>				
Current liabilities				
Accounts payable	1,872	56	1,904	3,832
Due to other funds	3,837,518	1,898,566	1,808,418	7,544,502
Accrued expenses	60,777	9,936	28,929	99,642
Accrued compensated absences	54,892	9,565	27,509	91,966
Accrued interest payable	52,688	-	-	52,688
Current Maturities of Revenue Bonds	1,865,000	-	-	1,865,000
Non-current Liabilities				
Accrued compensated absences	38,990	5,241	11,938	56,169
Series 2020 G.O. Sewer Warrant - net	<u>9,665,000</u>	<u>-</u>	<u>-</u>	<u>9,665,000</u>
<b>Total liabilities</b>	<u>15,576,737</u>	<u>1,923,364</u>	<u>1,878,698</u>	<u>19,378,799</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unearned revenue	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
Total Deferred Inflows of Resources	<u>51,528</u>	<u>-</u>	<u>-</u>	<u>51,528</u>
<b>NET POSITION</b>				
Investment in Capital Assets net of related debt	12,672,479	1,553,065	1,813,980	16,039,524
Unrestricted Net Assets	<u>5,912,970</u>	<u>(1,923,364)</u>	<u>(1,125,404)</u>	<u>2,864,202</u>
<b>Total Net Position</b>	<u>\$ 18,585,449</u>	<u>\$ (370,299)</u>	<u>\$ 688,576</u>	<u>\$ 18,903,726</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
PROPRIETARY FUNDS  
FOR THE YEAR ENDED DECEMBER 31, 2024

	Sewer	Events Center	Other Proprietary Funds	Total Proprietary Funds
Operating Revenues				
Charges for services	\$ 7,776,226	\$ 189,966	\$ 4,106,457	\$ 12,072,649
Miscellaneous income	3,388	-	25,485	28,873
Merchandise sales	-	-	313,204	313,204
<b>Total Operating Revenues</b>	<b>7,779,614</b>	<b>189,966</b>	<b>4,445,146</b>	<b>12,414,726</b>
Cost of Good sold	-	-	190,872	190,872
Gross Profit	<u>7,779,614</u>	<u>189,966</u>	<u>4,254,274</u>	<u>12,223,854</u>
Operating Expenses				
Salaries and Wages	2,440,784	422,246	1,297,140	4,160,170
Contractual services	91,293	701	3,002,342	3,094,336
Utilities	1,137,957	84,242	60,667	1,282,866
Repairs and Maintenance	697,318	133,015	419,295	1,249,628
Other supplies and expenses	482,927	32,083	197,354	712,364
Bond premium amortization	109,513	-	-	109,513
Depreciation	2,010,632	62,346	135,283	2,208,261
<b>Total Operating Expenses</b>	<b>6,970,424</b>	<b>734,633</b>	<b>5,112,081</b>	<b>12,817,138</b>
Operating Income (Loss)	<u>809,190</u>	<u>(544,667)</u>	<u>(857,807)</u>	<u>(593,284)</u>
Non-Operating Revenues (Expenses)				
Interest Income	259,008	-	2,882	261,890
Capital Grants	-	-	2,600	2,600
Interest Expense	(144,033)	-	-	(144,033)
<b>Total Non-Operating (Revenues) Expenses</b>	<b>114,975</b>	<b>-</b>	<b>5,482</b>	<b>120,457</b>
Income (Loss) Before Transfers	924,165	(544,667)	(852,325)	(472,827)
Transfers in (out)	<u>(1,500,000)</u>	<u>923,701</u>	<u>1,003,340</u>	<u>427,041</u>
Change in Net Position	(575,835)	379,034	151,015	(45,786)
Related Net Position - Beginning of Year	<u>19,161,284</u>	<u>(749,333)</u>	<u>537,561</u>	<u>18,949,512</u>
<b>Net Position - End of Year</b>	<b>\$ 18,585,449</b>	<b>\$ (370,299)</b>	<b>\$ 688,576</b>	<b>\$ 18,903,726</b>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
FOR THE YEAR ENDED DECEMBER 31, 2024

		Events Center	Other Proprietary Funds	Total Proprietary Funds
	Sewer			
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Receipts from Customers	\$ 8,133,385	\$ 189,966	\$ 4,448,072	\$ 12,771,423
Payments to Suppliers	(2,404,226)	(249,022)	(3,874,158)	(6,527,406)
Payments to Employees for Wages and Benefits	(2,443,725)	(421,211)	(1,295,440)	(4,160,376)
Payments from (to) other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Net Cash Provided (Used) by Operating Activities	<u>2,194,564</u>	<u>(437,959)</u>	<u>(832,176)</u>	<u>924,429</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Transfers to other fund	<u>(1,500,000)</u>	<u>923,701</u>	<u>1,003,340</u>	<u>427,041</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Increase in restricted cash	(52,832)	-	-	(52,832)
Capital grants			2,600	2,600
Principal Paid on Capital Debt	(1,855,000)	-	-	(1,855,000)
Interest Paid on Capital Debt	(146,100)	-	-	(146,100)
Acquisition of Capital Assets	(711,362)	(485,742)	(16,958)	(1,214,062)
Net Cash Provided by Capital and Related Financing Activities	<u>(2,765,294)</u>	<u>(485,742)</u>	<u>(14,358)</u>	<u>(3,265,394)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest Receipts	259,008	-	2,882	261,890
Net Cash Provided by Investing Activities	<u>259,008</u>	<u>-</u>	<u>2,882</u>	<u>261,890</u>
<b>Net Increase (Decrease) In Cash and Cash Equivalents</b>	<u>(1,811,722)</u>	<u>-</u>	<u>159,688</u>	<u>(1,652,034)</u>
<b>Cash and Cash Equivalents - Beginning of Year</b>	<u>6,781,947</u>	<u>-</u>	<u>188,416</u>	<u>6,970,363</u>
<b>Cash and Cash Equivalents - End of Year</b>	<u>\$ 4,970,225</u>	<u>\$ -</u>	<u>\$ 348,104</u>	<u>\$ 5,318,329</u>
<b>SUPPLEMENTARY INFORMATION:</b>				
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ 809,190	\$ (544,667)	\$ (857,807)	(593,284)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	2,010,632	62,346	135,283	2,208,261
Amortization expense	109,513	-	-	109,513
(Increase) Decrease In:				
Accounts Receivable	351,162	-	2,926	354,088
Due to other funds	(1,090,870)	42,308	(110,650)	(1,159,212)
Increase (Decrease) In:				
Accounts Payable	(6,669)	(1,083)	(11,283)	(19,035)
Accrued expenses	11,938	2,102	7,655	21,695
Accrued compensated absences	(2,941)	1,035	1,700	
Deferred revenue	2,609	-	-	2,609
Net Cash Provided (Used) by Operating Activities	<u>\$ 2,194,564</u>	<u>\$ (437,959)</u>	<u>\$ (832,176)</u>	<u>\$ 924,635</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
 COMBINING BALANCE SHEET  
 NONMAJOR GOVERNMENTAL FUNDS  
 DECEMBER 31, 2024

	Special Revenues	Debt Service	Library	Total Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ -	\$ -	\$ 346,283	\$ 346,283
Restricted cash and cash equivalents	1,196,257	1,393,099	\$ -	2,589,356
Accounts Receivable, Net	166,762	-	-	166,762
Total assets	\$ 1,363,019	\$ 1,393,099	\$ 346,283	\$ 3,102,401
 <b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 16,617	\$ 16,617
Due to other funds	166,762	-	-	166,762
Total Liabilities	166,762	-	16,617	183,379
 Fund Balances:				
Non-Spendable Fund Balance	-	-	-	-
Spendable:				
Restricted	1,196,257	1,393,099	-	2,589,356
Committed	-	-	-	-
Assigned	-	-	329,666	329,666
Unassigned	-	-	-	-
Total Fund Balances	1,196,257	1,393,099	329,666	2,919,022
Total Liabilities and Fund Balances	\$ 1,363,019	\$ 1,393,099	\$ 346,283	\$ 3,102,401

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCE  
 NONMAJOR GOVERNMENTAL FUNDS  
 FOR THE YEAR ENDED DECEMBER 31, 2024

DRAFT

	Special Revenues	Debt Service	Library	Total Governmental Funds
<b>REVENUES</b>				
Intergovernmental:				
State tax	\$ 681,212	\$ -	\$ -	\$ 681,212
Local tax				
Grants	-	-	24,476	24,476
Other licenses, permits and fees	2,291	-		2,291
Investment earnings	15,649	63,125	5,296	84,070
Miscellaneous	206,686	-	20,394	227,080
<b>Total revenues</b>	<b>905,838</b>	<b>63,125</b>	<b>50,166</b>	<b>1,019,129</b>
<b>EXPENDITURES</b>				
Current				
Library	-	-	797,150	797,150
Interest Expense	-	3,674,520	-	3,674,520
Debt Service	-	3,691,951	-	3,691,951
<b>Total expenditures</b>	<b>-</b>	<b>7,366,471</b>	<b>797,150</b>	<b>8,163,621</b>
 (Deficiency) of revenues over expenditures	 905,838	 (7,303,346)	 (746,984)	 (7,144,492)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	-	7,366,338	749,974	8,116,312
Transfers (Out)	(683,504)	-	-	(683,504)
<b>Total other financing sources (uses)</b>	<b>(683,504)</b>	<b>7,366,338</b>	<b>749,974</b>	<b>7,432,808</b>
Net change in fund balances	222,334	62,992	2,990	288,316
Fund balances - beginning	973,923	1,330,107	326,676	2,630,706
Fund balances - ending	<b>\$ 1,196,257</b>	<b>\$ 1,393,099</b>	<b>\$ 329,666</b>	<b>\$ 2,919,022</b>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
 STATEMENT OF NET POSITION  
 NONMAJOR PROPRIETARY FUNDS  
 DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ -	\$ -	\$ 348,104	\$ 348,104
Restricted Cash and Cash Equivalents				
Accounts receivable - net	16,001	-	-	16,001
Due from other funds	389,189	-	-	389,189
Capital Assets:				
Buildings	-	-	2,152,541	2,152,541
Vehicles and equipment	1,479,494	-	81,630	1,561,124
Less: Accumulated Depreciation	<u>(1,417,903)</u>	<u>-</u>	<u>(481,782)</u>	<u>(1,899,685)</u>
<b>Total assets</b>	<u>466,781</u>	<u>-</u>	<u>2,100,493</u>	<u>2,567,274</u>
<b>LIABILITIES</b>				
Current liabilities				
Accounts payable	1,502	-	402	1,904
Due to other funds	-	-	1,808,418	1,808,418
Accrued expenses	12,921	-	16,008	28,929
Accrued compensated absences	10,594	-	16,915	27,509
Non-current Liabilities				
Accrued compensated absences	<u>3,050</u>	<u>-</u>	<u>8,888</u>	<u>11,938</u>
<b>Total liabilities</b>	<u>28,067</u>	<u>-</u>	<u>1,850,631</u>	<u>1,878,698</u>
<b>NET POSITION</b>				
Investment in Capital Assets				
net of related debt	61,591	-	1,752,389	1,813,980
Unrestricted Net Assets	<u>377,123</u>	<u>-</u>	<u>(1,502,527)</u>	<u>(1,125,404)</u>
<b>Total Net Position</b>	<u>\$ 438,714</u>	<u>\$ -</u>	<u>\$ 249,862</u>	<u>\$ 688,576</u>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
 NONMAJOR PROPRIETARY FUNDS  
 FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
Operating Revenues				
Charges for services	\$ 2,940,935	\$ 710,377	\$ 455,145	\$ 4,106,457
Miscellaneous income	16,633	-	8,852	25,485
Merchandise sales	-	-	313,204	313,204
Total Operating Revenues	2,957,568	710,377	777,201	4,445,146
Cost of Good sold	-	-	190,872	190,872
Gross Profit	2,957,568	710,377	586,329	4,254,274
Operating Expenses				
Salaries and Wages	595,779	-	701,361	1,297,140
Contractual services	2,952,545	-	49,797	3,002,342
Utilities	7,549	-	53,118	60,667
Repairs and Maintenance	137,172	-	282,123	419,295
Other supplies and expenses	105,131	-	92,223	197,354
Depreciation	75,835	-	59,448	135,283
Total Operating Expenses	3,874,011	-	1,238,070	5,112,081
Operating Income (Loss)	(916,443)	710,377	(651,741)	(857,807)
Non-Operating (Revenues) Expenses				
Interest Income	-	-	2,882	2,882
Capital Grants	-	-	2,600	2,600
Total Non-Operating (Revenues) Expenses	-	-	5,482	5,482
Income (Loss) Before Transfers	(916,443)	710,377	(646,259)	(852,325)
Transfers in (Out)				
Transfers in (Out)	1,270,000	(710,377)	443,717	1,003,340
Change in Net Position	353,557	-	(202,542)	151,015
Related Net Position - Beginning of Year	85,157	-	452,404	537,561
<b>Net Position - End of Year</b>	<b>\$ 438,714</b>	<b>\$ -</b>	<b>\$ 249,862</b>	<b>\$ 688,576</b>

The accompanying notes are an integral part of the financial statements.

THE CITY OF ORANGE BEACH, ALABAMA  
STATEMENT OF CASH FLOWS  
NONMAJOR PROPRIETARY FUNDS  
FOR THE YEAR ENDED DECEMBER 31, 2024

	Refuse	BCBC	Arts Center	Total Nonmajor Proprietary Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Receipts from Customers	\$ 2,960,494	\$ 710,377	\$ 777,201	\$ 4,448,072
Payments to Suppliers	(3,209,881)	-	(664,277)	(3,874,158)
Payments to Employees for Wages and Benefits	(598,264)	-	(697,176)	(1,295,440)
Payments from (to) other funds	(405,391)	-	294,741	(110,650)
Net Cash Provided (Used) by Operating Activities	<u>(1,253,042)</u>	<u>710,377</u>	<u>(289,511)</u>	<u>(832,176)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Transfers to other fund	<u>1,270,000</u>	<u>(710,377)</u>	<u>443,717</u>	<u>1,003,340</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Capital grants	-	-	2,600	2,600
Acquisition of Capital Assets	(16,958)	-	-	(16,958)
Net Cash Provided by Capital and Related Financing Activities	<u>(16,958)</u>	<u>-</u>	<u>2,600</u>	<u>(14,358)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest Receipts	-	-	2,882	2,882
Net Cash Provided by Investing Activities	<u>-</u>	<u>-</u>	<u>2,882</u>	<u>2,882</u>
<b>Net Increase (Decrease) In Cash and Cash Equivalents</b>	<u>-</u>	<u>-</u>	<u>159,688</u>	<u>159,688</u>
<b>Cash and Cash Equivalents - Beginning of Year</b>	<u>-</u>	<u>-</u>	<u>188,416</u>	<u>188,416</u>
<b>Cash and Cash Equivalents - End of Year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 348,104</u>	<u>\$ 348,104</u>
<b>SUPPLEMENTARY INFORMATION:</b>				
Recociliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ (916,443)	\$ 710,377	\$ (651,741)	\$ (857,807)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	75,835	-	59,448	135,283
(Increase) Decrease In:				
Accounts Receivable	2,926	-	-	2,926
Due to other funds	(405,391)	-	294,741	(110,650)
Increase (Decrease) In:				
Accounts Payable	(10,368)	-	(915)	(11,283)
Accrued expenses	2,884	-	4,771	7,655
Accrued compensated absences	(2,485)	-	4,185	1,700
Net Cash Provided (Used) by Operating Activities	<u>\$ (1,253,042)</u>	<u>\$ 710,377</u>	<u>\$ (289,511)</u>	<u>\$ (832,176)</u>

The accompanying notes are an integral part of the financial statements.



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Discuss amending the Golf Cart Ordinance. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. Orange Beach City Code - Article VIII Golf Carts

ARTICLE VIII. - GOLF CARTS

*Footnotes:*

--- (7) ---

**Editor's note**— Ord. No. 2024-1487, § 1, adopted Oct. 1, 2024, repealed the former Art. VIII, §§ 70-270—70-278, and enacted a new Art. VIII as set out herein. The former Art. VIII pertained to similar subject matter and derived from Ord. No. 2021-1398, § 1, adopted Nov. 16, 2021.

Sec. 70-270. - Authority.

This article is adopted pursuant to the general police powers granted Alabama municipalities, Code of Ala. 1975, § 11-45-1, and in accordance with Ala. Const. § 2-9.00 (hereinafter referred to as "§ 2-9.00").

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-271. - Administration and enforcement.

- (a) The city's police chief or designee shall be responsible for the administration and enforcement of this article.
- (b) The police chief shall have authority to adopt policies and procedures to administer this article consistent with the purpose and intent of this article.
- (c) Such policies shall not have the effect of waiving the requirements of this article.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-272. - Findings.

- (a) Orange Beach is a resort island community that is a destination for thousands of visitors each year.
- (b) The island has but three arterial roads—State Highway 180, also known as Canal Road; State Highway 182, also known as Perdido Beach Boulevard; and State Highway 161, also known as Orange Beach Boulevard—all of which are multi-lane state highways with speed limits in excess of 40 miles per hour.
- (c) Traditional golf carts (hereafter "carts") are not designed or manufactured for use on public highways and do not conform to the safety standards of conventional automotive vehicles.
- (d) Carts are nonetheless popular and residents within the city desire to have the option to operate their golf carts on a limited basis in order to access certain amenities adjacent to their neighborhoods.
- (e)

Alabama law, specifically Ala. Const. § 2-9.00, allows cities in Baldwin County to designate streets on which golf carts may safely travel after considering several factors, including the speed, volume, and character of motor vehicle traffic using the street. Alabama law also allows the city to regulate businesses within the city, Code of Ala. 1975, § 11-51-90.

- (f) The city council determines that golf carts may safely travel on or across streets designated herein. The designation in this article of certain streets on which golf carts may safely travel is not a determination or representation by the city that operation of golf carts on such streets is in fact safe or advisable under all conditions. The council notes that owners must use due diligence and extreme caution in the operation of golf carts at all times.
- (g) All persons operating golf carts must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.
- (h) All persons who operate or ride carts on public streets inside the city do so at their own risk and peril, and no permit for the operation of a cart on public streets shall be issued except upon execution by the owner of the cart of a written undertaking to indemnify and hold the city, its officials, officers, agents, and employees harmless from any and all liability of any kind or character directly or indirectly associated with such operation

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-273. - Definitions.

As used in this article, the following terms shall have the following meanings, without regard to capitalization.

*Cart or golf cart* means a four-wheeled, self-propelled vehicle used to transport persons or property, that is designed to operate at speeds no greater than 25 miles per hour. This definition includes low-speed vehicles.

*Decal* means the sticker or placard issued by the city containing a valid permit number to be affixed to all permitted carts.

*Designated cart street* means the following public streets within the corporate limits of the city designated under this section for the use of carts. Cart streets shall be marked with appropriate signage advising that the street may be utilized by carts:

STREET NAME	STREET NAME	STREET NAME
1st St	Garrett Ln	Pelican Pl
2nd St	Georgia St	Pensacola Ave

3rd St	Greentree Ln	Perdido Ave
4th St	Gulf Ave	Perdido Gate Dr
Adams Ave	Gulf Rd	Perdido Point Dr
Alabama St	Harbor Rd	Pine Blvd
Anchor Ln	Hayden Dr	Pine Cir
Andrews Ln	Hickory Ln	Pine Rd
Antigua Dr	Hideaway St	Pine Way
Armadillo Ave	Holder Rd	Pinetree Ln
Avenue C	Holley Ln	Pinewood Cir
Avenue D	Holly St	Polaris St
Baldwin Ave	Illinoise St	Pompano Dr
Barbados Dr	Ivy Ln	Raley Ln
Barnes Ln	Jackson Ave	Regal Oaks Dr
Barracuda St	Jefferson Ave	Regal Oaks Ln
Bay Cir	John Snook Dr	Regatta Ln
Bay Dr	Jubilee Point Rd	Rollins Rd
Bay La Launch Ave	Julio Courte Ln	Roman Vista Pl
Bayland Dr	Juniper St	Romeo Ln
Bayou Dr	Lake Rd	Russell Dr

Bayou Rd	Lauder Ln	Safeharbor Dr
Bayou St John Ave	Lauder Pl	Sailfish Ln
Bear Point Ave	Lee Ave	Sampson Ave
Beaver Creek Ln	Lexmark Ct	Sandy Hill Cir
Bent Tree Cir	Lianna Ct	Seville Cir
Black Bear Ln	Long Ln	Sheril Ln
Boat Basin Rd	Look Rook Rd	Snapper St
Boat St	Loop Rd	South Bayshore Dr
Bobcat Ln	Louisiana St	Spinnaker Way
Bonito Ave	Low Dr	St. Lucia Dr
Burkart Dr	Madison Ave	Starboard Ln
Burkart Ln	Magnolia Ave	Suarez Dr
Callaway Dr	Magnolia Cir	Surrey Ln
Canal Square	Magnolia Dr	Sweetwater Dr
Caribe Dr	Majestic Ct	Tarpon Ln
Carleton Dr	Manor Cir	Taylor Ave
Carney Dr	Martinique Ct	Terry Cove Dr
Carondelette Dr	Martinique Dr	Tiger Brown Ave
Caswell Pl	Mauldin Ln	University Ln

Claudette Cir	Mini Ln	Virginia St
Cobia Ave	Mississippi Ave	Walker Ave
Commerce Park Dr	Mobile Ave	Walker Dr
Commercial Ave	Money Bayou Rd	Washington Ave
Compass Ln	Moses Rd	Washington Blvd
Cotton Bayou Dr	Nana Brown Ave	Webster Ln
Cotton Bayou Ln	Nancy Ln	West Oak Ridge Dr
Cotton Way	North Bayshore Dr	West Perdido Ave
Cove Dr	Oak Ave	White Ave
Coyote Ln	Oak Cir	William Silvers Pkwy
Cross Ln	Oak Ridge Loop	Wilson Blvd
Cypress St	Oak St	Wolf Bay Ave
Davis Dr	Orange Ave	Wolf Bay Cir
Dogwood Ln	Orion St	Wolf Bay Ter
Dowty Ln	Ornacor Ave	Wolfhead Ave
East Beach Blvd	Palmetto Dr	Woodglen Dr
East Oakridge Dr	Park Cir	Woodglen Trace
Easy St	Park Dr	Yellowfin St
Fleetwood Cir	Park Ln	

Florida Ave	Parkway Rd	
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By resolution of the city council adopted from time to time subsequent to the enactment of this section, the list of designated cart streets may be amended by the addition of other streets or the deletion of streets previously listed, provided, however, no street on which the speed limit is greater than 25 miles per hour shall be designated as a designated cart street.

*Department* means the Orange Beach Police Department.

*Multi-use path* means a pathway within the corporate limits of the city that has been designated by the city council as appropriate for multi-use.

*Driver's license* means a license to operate a motor vehicle (automobile) pursuant to Code of Ala. 1975, § 32-6-1.

*Multi-use cart path* means a path designated for use by pedestrians, bicyclists and carts.

*Municipal service vehicle* means a city-operated motorized vehicle or piece of equipment when in service for the provision of public safety or public maintenance services or other official city use.

*Off-road recreational vehicle* means vehicles intended to be used off-road, including, but not limited to, ATVs, 4-wheelers, UTVs and MUVs.

*Operate* means to drive or utilize a cart or other recreational vehicle for transportation or any other purpose within the corporate limits of the city.

*Operator* means the person in control of the steering and propulsion of the cart or other recreational vehicle at a given time.

*Owner* means a person holding legal title of golf cart as described herein.

*Permit* means authorization issued by the City of Orange Beach authorizing operation of a golf cart within the city, subject to the provisions of this Code.

*State tagged cart* means a golf cart, low speed vehicle, or neighborhood electric vehicle that is registered with and licensed by the State of Alabama under Code of Ala. 1975, tit. 32. State tagged carts are included in the definition of golf cart for purposes of this ordinance and are subject to regulations of this ordinance.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-274. - Permit required.

- (a) No person may operate a cart or allow a cart to be operated within the corporate limits of the city without a permit issued by the department. All carts operated within the city must be permitted whether operated for personal or commercial use.

- (b) To obtain a permit, the owner of the cart must make application to the department on such forms as may be required by the police chief and pay an inspection fee of \$100.00. Fees may be increased or decreased from time to time by resolution of the city council. Fees shall be non-transferable and non-refundable.
- (c) Permits shall expire every four calendar years beginning December 31, 2024.
- (d) Each cart shall be inspected by the department to ensure that it is equipped with head lights mounted no higher than 36 inches, brake lights, turn signals, a windshield, a rear-view mirror, brakes, and steering apparatus. No permit shall be issued for any cart that fails such inspection.
- (e) No permit shall be issued without proof of liability insurance held by the owner of the cart. The required minimum liability limits for the operation of the cart shall be the same as those required by the State of Alabama for operation of a motor vehicle.
- (f) Each permitted cart shall display the permit decal on each side of the cart with the issued expiration year sticker affixed to the lower right hand corner indicating the expiration date of the permit.
- (g) Permits may be denied based upon prior violations of this article. Denials may be appealed to the city council upon written request filed with the city clerk.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-275. - Operating rules and violations.

- (a) It shall be a violation of this article for any person to operate a cart within the Corporate Limits of the City of Orange Beach without a valid permit and decal as required by section 70-274.
- (b) It shall be a violation of this article for any person to operate a cart except in strict accordance with the following operating rules:
  - (1) The cart operator must have a valid drivers' license issued by a state or other governmental authority.
  - (2) The headlights on the cart shall be illuminated at all times when it is in operation regardless of the time of operation and shall not be illuminated above 36 inches.
  - (3) Operators must adhere to all state and municipal laws applicable to the operation of motor vehicles, including, without limitation, all laws concerning the operation of a vehicle under the influence of alcohol or drugs.
  - (4) Operators may not overtake and pass in the same lane occupied by the vehicle being overtaken.
  - (5) A cart may not be operated between lanes of traffic or between adjacent lines or rows of vehicles.
  - (6) Carts may not be operated two or more abreast in a single lane.

- (7) Cart drivers must yield the right-of-way to overtaking vehicles at all times.
- (8) The maximum occupancy of a cart shall be limited to the number of occupants the cart is designed to seat. No cart shall be operated unless all occupants are seated.
- (9) No cart shall be parked in a designated handicapped parking space unless the driver or at least one passenger has a valid handicap parking permit that is displayed on the cart.
- (c) It shall be a violation of this article to operate a cart on any sidewalk, street, road, or highway within the corporate limits or police jurisdiction of the city that is not a designated cart street.
- (d) It shall be a violation of this article to allow a minor not possessing a valid driver's license to operate a cart on any multi use path, sidewalk, street, road, or highway within the city.
- (e) It shall be a violation of this article to operate a cart in an unsafe or dangerous manner.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-276. - Penalties.

- (a) *Criminal penalty.* Any person committing a violation of this article shall, upon conviction, be punished by imposition of a fine of up to \$50.00.
- (b) *Suspension/revocation of cart privileges.* The police chief or his designee may suspend or revoke the permit of any cart that has been operated in violation of this article as evidenced by the sworn statement of a law enforcement officer, including but not limited to operation by an unlicensed driver. Suspension shall not exceed a period of 30 days per violation. A municipal court conviction shall not be required for proof of violation triggering suspension or revocation. The owner may appeal the decision to the city council by filing an appeal with the city clerk within ten days from the action suspending or revoking the permit. After receiving all relevant evidence pertaining to the suspension or revocation, the city council in its discretion may uphold or reverse the suspension or revocation of the permit. Revoked permits shall be ineligible for renewal or reinstatement for a period of six months.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)

Sec. 70-277. - Section supplementary to federal and state regulations.

The provisions of this article shall be interpreted as supplementary to all other municipal, state and federal laws and regulations now or hereafter in force, and compliance with this article does not relieve an individual from the requirement of compliance with all other applicable municipal, state and federal laws and regulations, if any.

(Ord. No. 2024-1487, § 1, 10-1-2024; Ord. No. 2025-1521, § 1, 11-4-2025)



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the sole source purchase of a Lifeguard Tower from Bausch Enterprises, Inc., for the Surf Rescue Division of the Fire Department in an amount not to exceed \$82,835. (BL/JS)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Purchase Lifeguard Tower Fire Sole Source
2. 2025.07.29 Quote - Fire - Bausch Watch Tower
3. 2026.02.06 Sole Source Justification - Fire Lifeguard Tower Bausch
4. 2026.02.06 Sole Source Justification - Fire Lifeguard Tower
5. 2026.01.26 Memo - Fire Lifeguard Tower

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF A  
LIFEGUARD TOWER FROM BAUSCH ENTERPRISES, INC., FOR THE  
SURF RESCUE DIVISION OF THE FIRE DEPARTMENT  
IN AN AMOUNT NOT TO EXCEED \$82,835**

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FINDINGS:

1. The City of Orange Beach’s Surf and Rescue Division of the Fire Department provides lifeguards and related services on the beaches that border the Gulf of Mexico within the City, on beaches outside the corporate limits pursuant to a contract with the State Department of Conservation and Natural Resources.
2. Lifeguards are tasked with working in a harsh work environment with outdoor elements of extreme heat, wind, rain, etc. All of these elements make it difficult for proper water observations to be conducted over an extended period of time. Fortified lifeguard towers provide a more sustainable work environment.
3. This tower is modular so that it can be disassembled and moved for storage in tropical storm-level weather. It will replace lifeguard towers made of wood and built in house.
4. The City Attorney has advised that to qualify as a sole source under Alabama’s bid laws, the goods or service offered must be unique; the uniqueness must be substantially related to the intended purpose, use and performance of the product; and there must be a showing that other, similar goods or services cannot perform the desired objectives.
5. Based on the foregoing, the Council finds that no other vendors offer substantially equivalent products that can accomplish the purpose of serving as a modular fortified lifeguard tower, and that the need for this lifeguard tower is critical to public health and safety.
6. Council concludes that the Department has met its burden of proof under the bid law to demonstrate that Bausch Enterprises, Inc., is the sole supplier of a modular fortified lifeguard tower meeting the Department’s specifications and that the Department has acted in good faith in seeking alternate suppliers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City Council for the City of Orange Beach, Alabama, hereby authorizes the sole source purchase of a Lifeguard Tower for the Fire Department;
2. That the Mayor is hereby authorized to approve payment to Bausch Enterprises, Inc., in an amount not to exceed \$82,835.00 for a Bausch “Zero” Watch Tower, per the quote dated July 29, 2025;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Orange Beach; and
4. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

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City Clerk



Bausch Watch Tower Division



# QUOTE

Bausch Enterprises Inc.  
 3171 SE Waler Street  
 Stuart, FL 34997  
 772.220.6652

DATE: July 29, 2025

EXPIRATION DATE: November 30, 2025

Brett Lesinger  
 Beach Safety Division Chief  
 City of Orange Beach Alabama  
 (251)747-1051

SALESPERSON	JOB	INSTALLATION METHODS	DELIVERY ESTIMATE	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Todd B.	Zero #3	Crane or forklift needed for assembly & installation.	TBD	TBA	To be negotiated	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Bausch "Zero" Watch Tower, standard package (please see attached description)	\$69,750	\$69,750
1	Delivery Charge to your site	\$2345	\$2345
2	Side ventilation hatches to open inward	included	N/C
1	Aluminum powder coated Board Box	\$3950	\$3950
1	Additional 12" Center skid	\$875	\$875
1	Additional Flag Receivers	\$55	N/C
2	Accordion Shutters for Door Windows	\$560	\$1120



To accept this quotation, sign here and return: \_\_\_\_\_

Date: \_\_\_\_\_

*Thank you!*



Phone (772) 220-6652



Fax (772) 220-6653

Location: 3171 SE Waaler St., Stuart, FL 34997

Mailing: P.O. Box 326, Port Salerno, FL 34992

5/10/2023

To whom it may concern:

Bausch Enterprises, Inc. is the sole supplier of Bausch Watchtowers, the only aluminum lifeguard towers manufactured in the United States. To the best of our knowledge, these towers are the only in the world with a modular construction design, which allows the towers to be shipped at much lower costs and assembled on-site per customer specifications. The powder-coated, aluminum construction is also unique, requiring less maintenance in the marine environment than wood construction, and offering longevity over fiberglass.

Bausch Watchtowers are also the only lifeguard towers manufactured that can be constructed with the additional customizations many year-round beach patrols would prefer, such as an 8-foot ground-to-platform height, additional secured storage for equipment underneath the tower, anodized aluminum railings, and a choice of door widths to accommodate a wider range of equipment inside the tower.

If there are any additional questions regarding Bausch Watchtowers, please contact us anytime.

Sincerely,

A handwritten signature in black ink that reads "Todd Bausch". The signature is written in a cursive style.

Todd Bausch  
President



## **Sole Source Justification**

The good/service requested is restricted to one supplier for the reasons stated below:

1. Why is the acquisition restricted to this good/service/supplier?  
To the best of our knowledge Bausch Enterprises Inc. (BEI) provides the only lifeguard towers in the world with a modular construction design, which allows the towers to be assembled and disassembled for logistical purposes.
2. Provide the background of events leading to this acquisition.  
Lifeguards are tasked with working in a harsh work environment to include all outdoor elements of extreme heat, wind, rain, etc. All of these elements make it difficult for proper water observations to be conducted over an extended period of time. In a goal to reduce the number of drowning incidents that occur on our beachfront a fortified lifeguard tower would provide a more sustainable work environment. The tower would be placed at one of our more densely populated swimming areas Romar Public Beach Access. This tower would be the only enclosed structure on the west end of town that the City of Orange Beach owns.
3. Describe the uniqueness of this acquisition. (Why was the good/service/supplier chosen?)  
BEI has conducted business with several other lifeguard agencies and municipalities (Brevard County, Fort Lauderdale Fire Rescue, Clearwater Beach, and Pensacola Beach) in the southeast United states and has developed a solid reputation. The all aluminum and composite construction tower is fully customizable and is modular so that it can be assembled and dissembled for logistics of shipping or transport.
4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?  
The current lifeguard towers are made of wood and are built in house. They are not aesthetically pleasing and require constant maintenance to serve their designated purpose. The other know lifeguard tower manufacturers would have to be constructed on site by the company or delivered as one whole piece.
5. What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed.)  
Market Research was performed on two additional companies. Post & Beam is a company based out of Pompano Beach, FL that constructs lifeguard towers out of heavy timber. Contact Info: 1913A NW 40th Ct. Pompano Beach, FL 33064 E-mail: sales@bigbeams.com. Website: <https://www.bigbeams.com/lifeguard-towers/>. Industrial Design Research is a company based out of Laguna Beach, CA that constructs lifeguard towers out of fiberglass. Contact Info: 3203 Bern Ct., Laguna Beach, CA 92651 / Phone: (714) 420-0695 / email: indesre@sbcglobal.net Website: <http://www.surveyorlifeguardtowers.com/index.htm>.

Price Analysis

1. How was the price offered determined to be fair and reasonable? (Explain what the basis was for comparison and include cost analyses as applicable.)  
Bausch Enterprises Inc. (BEI) provided us with multiple quotes to include customized options lists for additional specifications. Delivery and installation estimates were also provided but could not be exact until closer to the date of delivery. The BEI tower in comparison to the cost of an equal quality lifeguard tower is on par with other manufacturers.
2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.  
Additional annual maintenance costs associated with the wooden towers would be avoided to include the cost of the materials and the cost of the employees hourly rate to work on it. This would allow time for other more pressing tasks to be handled. The BEI lifeguard tower is a modular construction design which allows the tower to be shipped at a much lower cost.

Submitted by (name & department): Brett Lesinger; Orange Beach Fire Department

Date: January 26, 2026

Return completed form to: City of Orange Beach – Procurement Division  
reberly@orangebeachal.gov



**To: Whom It May Concern**

**From: Brett Lesinger, Beach Safety Division Chief**

**Subject: Fortified Lifeguard Tower**

**Date: 1/26/26**

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This letter is in reference to the Bausch Enterprises INC "Zero Tower" in the amount of \$82,835. The vision for these towers is to set a professional work environment for our employees and a professional image to the people visiting our beaches. In the long term this will allow for us to keep our beaches safe and family friendly.

**Zero Tower use/impact:**

- Sustainable work environment for lifeguards who are tasked with the protection of life in harsh weather elements.
- Built from aluminum and composite materials, these towers are designed for durability practical use in the marine environment. With proper preventative maintenance towers are expected to last at least 10 years.
- Proper water surveillance can be conducted by lifeguards with reduced glare, reduced fatigue, and increased viewing platform.
- Safe storage of lifesaving equipment.
- Location for this tower is Romar Public Beach Access. This location is guarded 8 months out of the year by at least two lifeguards. The zone covers 1.25 miles of area and has a condo density of around 2,864 units.

Our current towers are wooden construction that are built in house by our lifeguards. These towers lack the engineering and structural integrity necessary to perform the job at a high level. The wooden towers require yearly repairs and are susceptible to significant damage or vandalism throughout the season.

The "Zero Tower" is expected to come in well under the budgeted amount by almost \$5,000. Multiple unnecessary features were removed from the quote and an extra cushion was added to account for any large changes in shipping or logistics.

Thank you for your time and understanding. Should you have any questions, please contact myself by phone at (251)747-1051 or e-mail at [blesinger@orangebeachal.gov](mailto:blesinger@orangebeachal.gov).

A handwritten signature in black ink that reads "Brett Lesinger".

Sincerely,  
Brett Lesinger  
Beach Safety Division Chief

**P.O. Box 458 • Orange Beach, AL 36561 • 25855 John Snook Dr  
(251) 747-1051 • [blesinger@orangebeachal.gov](mailto:blesinger@orangebeachal.gov)**



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a task order with McCollough Architecture, Inc., to provide engineering services for renovation of the Old Finance Building in an amount not to exceed \$68,800. (FH)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Task Order McCollough Architecture Old Finance Building
2. 2026.01.06 Task Order McCollough Architecture Finance Building Renovation

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
TASK ORDER WITH MCCOLLOUGH ARCHITECTURE, INC.  
TO PROVIDE ENGINEERING SERVICES FOR  
RENOVATION OF THE OLD FINANCE BUILDING  
IN AN AMOUNT NOT TO EXCEED \$68,800**

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FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-239 adopted December 16, 2025, approved a contract with McCollough Architecture, Inc., to perform certain architectural services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Administrator/Finance Director has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires McCollough Architecture, Inc., to provide engineering services for renovation of the old Finance Building located at 4151 Orange Beach Boulevard.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and McCollough Architecture, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$68,800.00 to McCollough Architecture, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk



**TASK ORDER AUTHORIZATION**

**TASK ORDER NO. 30**

**CITY OF ORANGE BEACH - PERFORMANCE CONTRACT**

**ARCHITECTURAL SERVICES**

This Task Order is for the architectural, mechanical, electrical, plumbing and limited structural for the addition and renovation of an existing building at 4099 Orange Beach Blvd, Orange Beach, AL 36561, to become the new Baldwin Health Medical Clinic. The existing building is approximately 4,400 s.f. with an addition of 950 s.f. of heated/cooled area. The estimated construction budget for this project is approximately \$1,500,000.00 for this renovation (does not include any site work cost, Lead-line wall construction, or escalated mechanical, electrical and plumbing costs due to unknown equipment). It is understood that the City is handling Civil Engineering, Geotechnical Report, Third-party inspections, Surveying and will be self-performing the sitework and landscaping.

We have reduced our cost by \$4,000.00 since the City has a concept floor plan. The cost for completing this work shall be a lump sum fee of **\$68,800.00 (based on attached plan)**.

The following exhibits are made part of this Task Order and are attached here to:

**Exhibit A - Scope of Work**

**Exhibit B - Man-Hour/Fee Estimate**

**OFFERED BY CONSULTANT**

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED BY CITY OF ORANGE BEACH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **EXHIBIT A**

### **TASK ORDER NO. 30**

#### **CITY OF ORANGE BEACH, ALABAMA**

##### **SCOPE OF WORK:**

This scope of work includes the architectural, electrical, mechanical, plumbing, structural engineer and interior design for the renovation and additions of an existing building at 4099 Orange Beach Blvd, Orange Beach, AL 36561, to become the new Baldwin Health Medical Clinic. In detail, this will include converting areas of the building from an office building into a medical facility with exam rooms, offices, a lobby with reception, conference room, ADA bathrooms, breakrooms, as the interior design throughout the building.

##### **SPECIFIC TASKS TO BE COMPLETED INCLUDE:**

- The architect will measure and draw the as-builts of this building.
- The structural, mechanical and electrical engineer will conduct one site visit.
- The architect will provide a Code Study and Schematic Design drawings.
- The architect will provide Design Development drawings.
- The architect will provide Construction Drawings with mechanical, electrical, plumbing and limited structural engineering for the addition as well as coordination with the civil engineer.
- The architect will provide interior design services and a Design Board of finishes and fixtures.
- The architect and Engineers will provide a Project Manual.
- The architect will Bid and Negotiate the Project.
- The architect will perform Monthly Construction Administration during Construction.
- The Structural Engineer has included one other site visit in their fee which we anticipate will occur during construction.

##### **PRELIMINARY SCHEDULE (Schedule is contingent on City input and turn-around time)**

- The architect will provide As-Built drawings of the existing building within 14 days.
- The architect will provide a Code Study and Schematic Design drawings within 20 days.
- The architect will provide Design Development Drawings within 30 days.
- The architect will provide Construction Drawings including Architectural, Electrical, Mechanical, Plumbing and limited structural within 60 days.
- Project Manual and Bid Documents shall be completed within 20 days of approved Construction Drawings.

**\*NOTE: Numerous items outside of the control of the architect and engineer can greatly affect the overall schedule. Schedule will be adjusted for time required for City reviews; input; and approvals.**

**END OF EXHIBIT A**



**EXHIBIT B**

**CITY OF ORANGE BEACH, ALABAMA**

**TASK ORDER NO. 30**

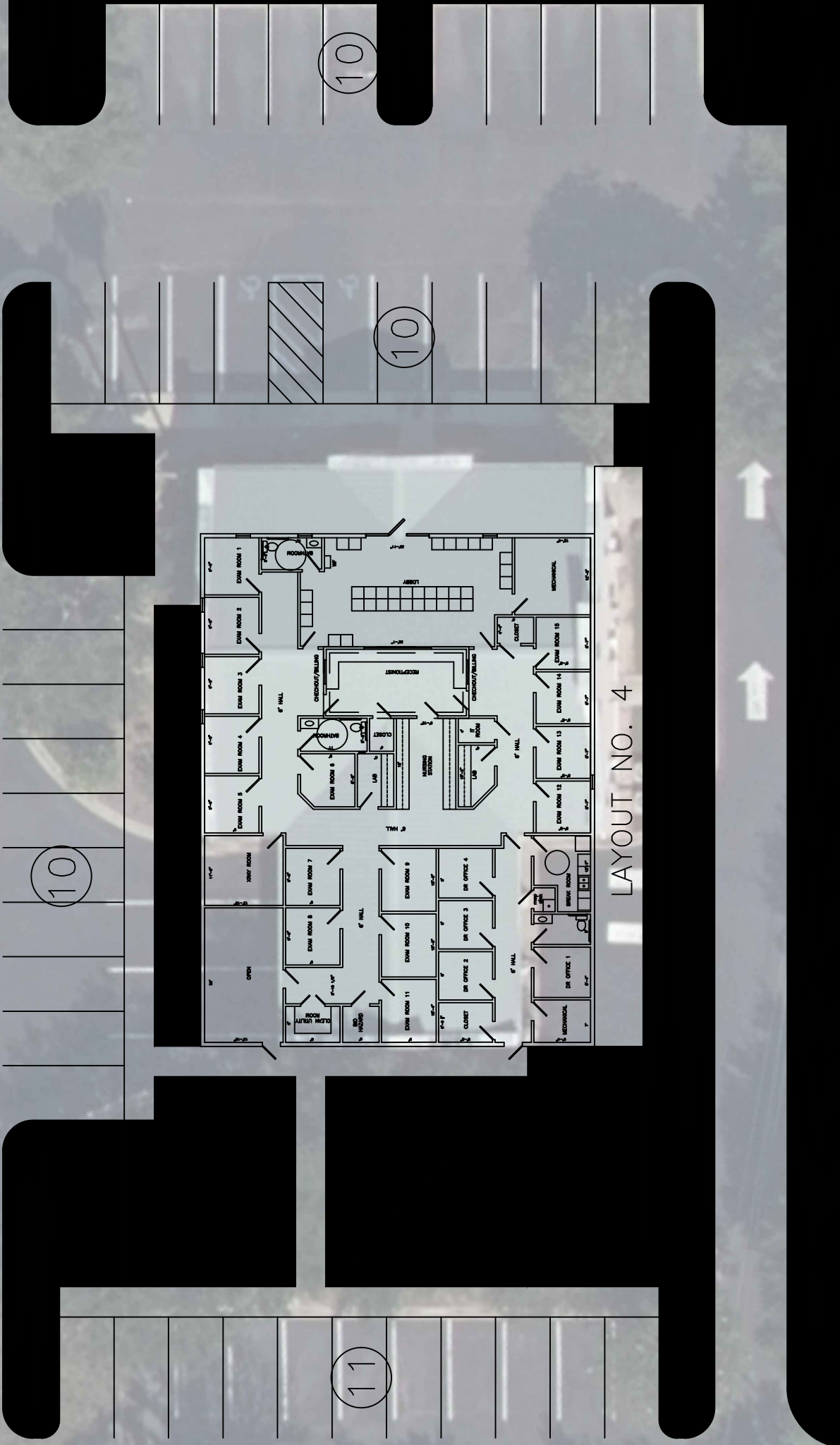
**MAN – HOUR RATES FOR ADDITIONAL SERVICES (IF NEEDED)**

CLASSIFICATION:	HOURLY RATE:
Principal Architect	\$250.00
Project Architect	\$175.00
Structural Engineer	\$250.00
CAD Operator	\$90.00
Project Manager	\$150.00
Clerical	\$45.00
Engineering	(Cost plus 15%)
Landscape Architect	(Cost plus 15%)

**PHASES AND PAYMENT:**

- Measure and Draw As-Builts and Site Visits with all Engineers (Lump-sum includes engineer site visit fees \$6,500.00)
- Code Study and Schematic Design (\$12,200.00)
- Design Development (\$12,200.00)
- Construction Drawings, Design Board and Project Manual sufficient for Permit (Lump-sum \$24,400.00)
- Bid and Negotiate Project (Lump-sum \$1,500.00)
- Perform Monthly Construction Administration during Construction Phase. (\$12,000.00 to be divided up into 12-month Construction phase (\$1,000.00 per month))
- ***Our fee and scope do not include lead-line wall engineering and/or medical gas engineering. There will be an additional fee for a specialty engineer if these are needed. At the moment, we understand this is not anticipated.***
- ***This task order is based on the attached footprint. If the footprint changes, this could cause an increase in engineering fees.***

**END OF EXHIBIT B**



LAYOUT NO. 4

10

10

10

11



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** Police Department

**Description of Topic:** Resolution authorizing the execution of software service agreements with Clearview AI, Inc., for facial recognition for the Police Department. (TJ)

**Background/Description:** Clearview AI is the facial recognition software utilized by the police department for criminal identification, lead generation and multi agency collaboration. The cost is broken down over the next four years as follows:

- 2026 - \$7,500
- 2027 - \$9,000
- 2028- \$12,500
- 2029 - \$15,000

**Action Options/Recommendation:**

**Source of Funding (if applicable):** Budget Item from 100-53250-212-000000, Police Intelligence Professional Fees

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**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Software Agreement Clearview AI Police
2. 2026.02.26 Software Service Agreement Clearview AI Police 2026
3. 2026.02.26 Software Service Agreement Clearview AI Police 2027-2029

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
SOFTWARE SERVICE AGREEMENTS WITH  
CLEARVIEW AI, INC.  
FOR FACIAL RECOGNITION FOR THE POLICE DEPARTMENT**

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FINDINGS:

1. The City's Police Department wishes to utilize facial recognition software.
2. The City and Clearview AI, Inc., have reached an agreement (attached hereto Exhibit A) whereby Clearview AI, Inc., shall provide the City with a facial recognition solution for the term length and compensation as described in Exhibit A.
3. After having reviewed the attached agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Clearview AI, Inc., as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk

## QUOTE

### AL - Orange Beach - Police Dept

#### CUSTOMER INFORMATION

**Customer:** AL - Orange Beach - Police Dept  
**Customer Address:** 4099 Orange Beach Boulevard, Orange Beach, Alabama, 36561  
**Quote Expires:** 4/30/2026

#### QUOTE CREATED FOR

**Full Name:** Ashleigh Johnson  
**Job Title:** Sgt.  
**E-Mail:** ajohnson@orangebeachal.gov

#### SUBSCRIPTION TERMS

<b>Product:</b>	Clearview AI SaaS - SL (Tool + Cloud Database Access) - Enterprise 9
<b>Total Contract Term Length:</b>	8.00 months
Annual List Price	\$14950.00
<b>PAYMENT SCHEDULE</b>	<b>PRICE TO SUBSCRIBER</b>
Pro-Rated Payment, due on the Contract Term Start Date	\$7500.00
One time Professional Service Fees	\$0.00

*Please Note: The price quote is not binding unless and until the parties execute an Order Form, including the Clearview Terms of Service and User Code of Conduct.*

*Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals must conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual. In no event shall Clearview AI be liable for any misuse, negligence or misconduct by Customer in its use of the Clearview AI technologies. This contract is subject to and is incorporated by reference into the Clearview AI, Inc. Terms of Service and User Code of Conduct, located [www.clearview.ai/terms-of-service](http://www.clearview.ai/terms-of-service). To the extent any terms or provisions of this price proposal conflicts with the Order Form, the Order Form shall control.*

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905. Source Selection Information-See FAR 2.101 and 3.104*

**Table of Contents.pdf** (36 pages, appended below)

[Download](#) 99AFCBA0E0F94C2D92D3D5EE5C2F97B6A48E8DEAECBD95EB62C4DD7DDFAD7568

# Participants

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## **CLEARVIEW AI, INC.** United States

### **Influencer**

Brian Mackenzie  
brian.mckenzie@clearview.ai

Delivery channel: Email

## **AL - ORANGE BEACH - POLICE DEPT** United States

### **Viewer**

Ashleigh Johnson  
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# 1.1 CLEARVIEW AI OVERVIEW

## 1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform helps investigators to search any facial image of a suspect, victim, or other person of interest against over 60 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

We appreciate the confidence you have in Clearview AI and welcome the opportunity to work with your agency by providing solutions which help in your mission to solve crimes and ensure National Security. It is our understanding that this procurement can also serve as the basis for sharing intelligence with other fellow domestic and international Public Safety and Intelligence organizations. If awarded this important opportunity, we will leverage our proprietary online database and facial recognition solution to provide a more custom service to meet or exceed your agency and national expectations and to meet regional and national privacy compliance and data protection requirements.



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# 1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary, web-based intelligence platform for law enforcement to use as a tool to help generate high-quality investigative leads. Our platform, powered by facial recognition technology, includes the largest known database of facial images sourced from public-only web sources, including news media, mugshot websites, public social media, and other open sources.

Our solutions allow agencies to gain intelligence and disrupt crime by revealing leads, insights and relationships to help investigators solve both simple and complex crimes, increase officer and public safety, and keep our communities and families safer.

## 1.2.1 NIST: LEADING FACIAL RECOGNITION ALGORITHM IN THE U.S.

Facial recognition technology has faced persistent criticism for alleged inaccuracies and biases, particularly racial and demographic bias. However, advancements have rendered FRT more accurate and sophisticated than the human eye by training on diverse datasets. The National Institute of Standards and Technology (NIST), renowned for its rigorous facial recognition evaluations, tests over 650 algorithms, revealing that top performers boast over 99%<sup>1</sup> accuracy in matching photos out of large lineups. And contrary to misconceptions, NIST's evaluations demonstrate minimal demographic bias in top algorithms, with Clearview AI's algorithm achieving over 99% accuracy across all demographics<sup>1</sup>.

Clearview AI is a leading facial recognition technology in the U.S. for its performance in accurately matching mugshot photos (99.85% with a 12 million photo sample), VISA borders photos (99.86% with a 1.6 million photo sample), VISA photos (99.81%), and border photos (99.42%). While acknowledging the need for regulation and ethical deployment, proponents argue for FRT's life saving potential as cited by law enforcement in many cases of financial crimes, child exploitation rescue, and community crime prevention. As discussions around FRT evolve, informed decisions based on scientific evidence and accurate understanding of technology capabilities are crucial.

Clearview AI has been instrumental in thousands of cases including finding abducted children, identifying endangered dementia cases, and apprehending drug traffickers, sex offenders, and other violent

<sup>1</sup>This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the [1:1 setting](#), as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the [1:N Investigative setting](#).



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criminals. Our database is the most representative of the population and is not limited to criminal offenders (mugshot database). With over 60 billion publicly available images, Clearview AI's database covers a multitude of ages, ethnicities, and physical characteristics.

## 1.2.2 KEY BENEFITS

- **HIGHLY EFFICIENT** Allows agencies to address manpower and resource deficiencies by providing high-probability investigative leads within a few seconds versus days or months.
- **INCREASE OFFICER, VICTIM & PUBLIC SAFETY** Uncover actionable intelligence with powerful tools to create cold case notification alerts. Support intelligence to validate suspect, victim and person of interest identities that is often impossible using legacy identity tools.
- **DATA YOU CAN'T FIND ANYWHERE ELSE** Clearview AI is the only facial recognition company that provides billions of faces captured on the open web and "in the wild", offering the highest probability of a successful match using the Clearview AI patented neural network algorithm and accuracy across all demographics.
- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database
- **60+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

## 1.2.3 DIFFERENTIATORS & SOLE SOURCE JUSTIFICATION

Clearview AI offers a unique and unmatched facial recognition solution purpose-built for government use. No other vendor provides the same combination of functionality, data access, and system design as Clearview AI. The company's technology is distinguished by its scale, performance, and exclusive capabilities that cannot be replicated by traditional mugshot-based or closed-database recognition systems.

### Unmatched Scale & Source Diversity

Clearview AI maintains the world's largest known facial recognition database—over **60 billion** publicly available facial images—sourced from the open internet, including news media, social media, public records, and other lawful open sources. This unparalleled scale allows law enforcement and public safety



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agencies to search beyond arrest records or known offenders, enabling identification even when an individual has no criminal history or DMV presence.

## Exclusive Capabilities

Clearview AI is the only known solution that offers:

- **Integrated Multi-Database Architecture:** Simultaneous search access across public internet imagery, agency-specific datasets, and interagency-shared galleries.
- **Source Attribution:** Links to the original online locations of each matched image, supporting transparency and investigative follow-up.
- **Unified Platform for Identity Management:** Including probe image enhancement, still image extraction from video, gallery enrollment, and robust compliance tools.
- **Advanced Oversight & Compliance Features:** Built-in auditing, reporting, and user accountability tools designed for agency policy enforcement.

## Proprietary & Patented Technology

Clearview AI's search algorithm is protected under U.S. Patent No. 11,250,266 and represents a proprietary advancement in facial recognition capability. Unlike alternatives that depend on static and limited datasets, Clearview AI's model continuously improves with exposure to diverse, real-world imagery, enhancing match quality and reducing bias.

## Superior Accuracy

Clearview AI's algorithm consistently achieves **over 99%<sup>2</sup> accuracy** across all demographic categories as measured by the National Institute of Standards and Technology (NIST) in both 1:1 and 1:N evaluations. This includes top performance in mugshot-mugshot and cross-year border photo comparisons.

## Sole Source Justification

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<sup>2</sup>This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the [1:1 setting](#), as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the [1:N Investigative setting](#).



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Due to the combination of exclusive data access, proprietary technology, unmatched accuracy, and government-tailored features, Clearview AI is the sole provider capable of meeting the specific investigative, compliance, and operational needs outlined in this proposal. Vendors relying solely on closed databases or mugshots fundamentally lack the ability to deliver equivalent results, particularly for leads involving non-repeat offenders, unknown subjects, or victims lacking official identification records.



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# 1.3 SECURITY & SOC2 COMPLIANCE

## 1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data. The examination was conducted by BARR Advisory, P.A.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

## 1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.
- Store data on multiple servers inside a secured data center in Northern Virginia with internal levels of access control.



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# 1.4 CLEARVIEW AI INC. END USER LICENSE AGREEMENT TERMS

Last Updated: December 1, 2024

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

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

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

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



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identifying information or other data discovered on third party sites using any Clearview system or included in Clearview search results by conducting additional research.

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

## 1. DEFINITIONS.

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

- 1.1. **"Access Credentials"** means the necessary security keys, secrets, tokens, and other credentials to access the Clearview APIs. The Access Credentials enable Clearview to associate Customer's API Program with Customer's use of the Clearview APIs.
- 1.2. **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with Clearview, whereby control means owning 50% or more of Clearview's voting stock.
- 1.3. **"APIs"** means a set of Clearview application programming interfaces, software code, tools, unique access key or link assigned, documentation, information, or materials with the functions and procedures that allow the Customer to make use and access the features and algorithm of Clearview, Clearview's Products and Services, Database, Customer Equipment, other developer services, and associated software.
- 1.4. **"Authorized Reseller"** means an entity that is authorized by Clearview to market and sell Clearview's Products and Services to a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, military operations, law enforcement, public safety, public defender, or criminal investigative work. The relationship between Clearview and the Authorized Reseller will be pursuant to a separate agreement executed between Clearview and Authorized Reseller.
- 1.5. **"Authorized User"** means an individual who is employed by or under the legal direction of the Customer and is authorized to carry out official government tasks on behalf of the Customer. Any and all Authorized Users must be approved by the Executive User to access and use the Products and Services.
- 1.6. **"Clearview", "We", or "Our"** means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns.
- 1.7. **"Cloud Product"** means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.



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- 1.8. "Clearview Confidential Information"** means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, proprietary information, object and source code, know-how, business operations, proposed products and services, research and development, business forecasts, finances, Clearview-provided documents, and customer lists.
- 1.9. "Cloud Product"** means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.
- 1.10. "Country of Concern"** means: (1) any foreign government determined by the U.S. Attorney General, with the concurrence of the Secretaries of State and Commerce, to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or the security and safety of U.S. persons; and (2) poses a significant risk of exploiting government-related data or bulk U.S. sensitive personal data to the detriment of the national security of the United States or security and safety of U.S. persons. As of November 20, 2024, this includes: China (including the Special Administrative Regions of Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.
- 1.11. "Covered Data Transaction"** means: (a) A covered data transaction is any transaction that involves any access to any government-related data or bulk U.S. sensitive personal data and that involves: (1) data brokerage; (2) a vendor agreement; (3) an employment agreement; or (4) an investment agreement.
- 1.12. "Covered Person"** means: (i) any entity that is 50% or more owned, directly or indirectly, by a Country of Concern, or that is organized or has its principal place of business in a Country of Concern; (ii) any entity that is 50% or more owned by such an entity; (iii) any individual who is an employee or contractor of a Country of Concern; (iv) any individual who primarily resides in a Country of Concern; or (v) any person determined by the U.S. Department of Justice to be owned, controlled by, acting for/on behalf of, or likely to act for/on behalf of a Country of Concern or Covered Person.
- 1.13. "Customer" or "You"** means a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work; or any contractor or individual authorized to carry out such tasks on behalf of the foregoing entities who enters into or has entered into a legal relationship under an Order Form with Clearview or an



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Order Form that is submitted by an Authorized Reseller on behalf of Customer and is accepted and countersigned by Clearview.

- 1.14. "Customer Equipment"** means any computing platforms, computer hardware, cloud computing environments, or other IT infrastructure that is owned, licensed or controlled by the Customer or a third party for use by Customer, and which is used to access or use any Clearview Product, application or service, including, but not limited to the Cloud Product or any Clearview APIs. This includes, but is not limited to, servers, computers, mobile devices, tablets, virtual machines, containers, cloud-based compute and storage services, or other equipment where the Customer has installed, deployed, hosted, or maintained the Clearview APIs.
- 1.15. "Database"** means all images collected by Clearview and any data including facial vector data, produced by Clearview from such images and hosted in a cloud storage database. The Database does not include probe images or images contained in the Galleries Product.
- 1.16. "Debarred List"** means a list maintained by the U.S. General Services Administration of parties excluded from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.
- 1.17. "Denied Persons List"** means a list published by the U.S. Department of Commerce's Bureau of Industry and Security that identifies individuals and entities that have been denied export privileges.
- 1.18. "End User License Agreement"** means the Clearview license agreement provided to the Customer for the purpose of licensing access and use to the Products and Services when the Customer purchases the Products and Services through an Authorized Reseller.
- 1.19. "Entity List"** means a list published by the U.S. Department of Commerce's Bureau of Industry and Security of certain foreign persons, including businesses, research institutions, government and private organizations, and individuals, that ARE determined to be a potential risk for illegal exports.
- 1.20. "Executive User" or "Administrator"** means the individual(s) designated by Customer who has administrative privileges over Customer's Clearview account, including search history, audit, approval, User management, and suspension capabilities over all Users associated with such Customer account.
- 1.21. "Fees"** means all fees, charges, and applicable taxes payable by Customer to Clearview, or by Customer to an Authorized Reseller, for a license and right to use and access the Products and Services. In the event the Customer purchases the Clearview Products and Services through an Authorized Reseller, the payment terms shall be as outlined in the



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Reseller Forms and such payment terms will be provided by the Authorized Reseller to Clearview on a Clearview approved Order Form.

- 1.22. “Galleries Product”** means a private image database comprised of images and Content uploaded, shared or provided by the Users in the Customer account, which Customer may search probe images against. Images uploaded into this product are not combined with the Clearview Database (as defined above).
- 1.23. “Intellectual Property”** includes, without limitation, Clearview’s Products and Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, metrics, analytics and data generated or processed by Clearview or Clearview’s software or systems, whether pre-existing or created after the effective date of the Order Form, and whether developed by Clearview or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).
- 1.24. “Location Specific Addendum”** means additional legal terms that apply to the Customer’s access and use of the Products and Services based on the jurisdiction of where the Customer is located. The Location Specific Addendum can be viewed in the Customer’s Clearview account. In the event of a conflict between the Location Country Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.
- 1.25. “Order Form”** means (i) an order placed by Customer for Products or Services through a Clearview on-line registration or e-signature page, a trial account, Clearview provided order form, or a form otherwise approved and signed by Clearview; or (ii) a mutually executed order form or similar ordering document signed by Clearview and Authorized Reseller describing commercial information and related terms for Customer’s purchase of the Products and Services.
- 1.26. “Reseller Forms”** means additional agreements and forms Customer signs when purchasing Clearview Products and Services through an Authorized Reseller. If there is a conflict between the Reseller Forms, this Agreement or a Clearview End User License Agreement (if applicable), the order of precedence is the End User License Agreement, this Agreement, and then the Reseller Forms.
- 1.27. “Services” or “Products”** means Clearview’s mobile-accessible and web browser platform, Professional Services, facial imaging and search software, APIs, Database, Cloud Product,



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image indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

- 1.28. **“Professional Services”** means the configuration and provisioning, integration, support, and other professional services related to Customer’s use and access to the Products that are specified in an Order Form.
- 1.29. **“Specially Designated Nationals List”** means a list published by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) that identifies individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers.
- 1.30. **“Subsidiary”** means a company that is wholly or partially owned and controlled by Clearview AI.
- 1.31. **“Unverified List”** a list published by the Bureau of Industry and Security (“BIS”) of foreign persons for whom BIS has been unable to verify end-use checks and other information related to exports.
- 1.32. **“User”** means the Authorized Users and the Executive User(s).

## 2. LICENSE TERMS.

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

- 2.1. Subject to payment of all applicable Fees and Customer’s adherence to these Terms, Clearview grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to install and run (to the extent applicable), access and use the Products and Services. This license is applicable to the Customer and its authorized Users only. This right extends to any copies, corrections, bug fixes, enhancements, modification, or new versions of the Products and Services created by Clearview for the purpose of providing the Products and Services to Customer. Any and all information Customer or its Users submits to Clearview in order to register for and/or use certain Products and Services must be accurate. Customer is entirely responsible for maintaining the security of the login information of its Users and agrees its Users shall not disclose such information to any unauthorized third party. Clearview retains all rights, titles, and interests in the



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Products and Services (and any copy thereof), including all related Intellectual Property rights. Any attempt by You to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms is void. Clearview reserves all rights not expressly granted under these Terms with respect to the Products, Services, and otherwise.

### 3. USES.

#### 3.1. Permitted Uses.

- 3.1.1. Before accessing the Clearview Products and Services, all Users must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct, and Principles. While Clearview provides training on the technical aspects of our Products and Services, it is the Customer's responsibility to develop additional internal policies, processes, and training. This further training should focus on ensuring proper, ethical, and legal usage in line with applicable laws. The Customer must ensure that their Users are fully informed and compliant with your own training requirements and guidelines, beyond the scope of Clearview's provided technical training. Customer will assign at least one Executive User to act as liaison between Customer and Clearview. The Executive User is responsible for providing and maintaining a list to Clearview of who is an Authorized User and overseeing the Authorized Users' use of the Products and Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Products and Services for official government purposes, all of which must be done in compliance and consistent with any local, state, federal, international, or other applicable law. Users shall not use the Products and Services for any purpose other than those within the scope of their authorized official government duties. Customer will comply with all applicable law, regulation, and third party rights (including, without limitation, laws regarding the import or export of data, biometric data, or software, privacy, and local laws).
- 3.1.2. Customer represents and warrants that it is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Customer's access may be terminated without warning if Clearview believes that Customer is otherwise ineligible.
- 3.1.3. Customer will only access (or attempt to access) an API by the means described in the documentation of that API. If Clearview assigns Customer Access Credentials (e.g. client IDs), Customer must use them with the applicable APIs. Customer will



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not misrepresent or mask its identity when using the APIs or developer accounts. The Clearview APIs are intended only for use within the Customer's organization. The Customer may not share access to the Clearview APIs with any third party or make them publicly available. The Clearview APIs can only be hosted on private platforms restricted to the Customer's internal Users. Public platforms, or other external-facing servers must not be given access to the Clearview APIs.

**3.1.4.** Clearview sets and enforces limits on Customer's use of the APIs (e.g. limiting the number of API requests that You may make or the number of Users it may serve), in our sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API. If Customer would like to use any API beyond these limits, Customer must obtain Clearview's express consent (and Clearview may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Clearview API team for information.

## **3.2. Prohibited Uses.**

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



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email address and password or simultaneously access the Products or Services using the same login credentials.

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

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

### 3.3. Security

**3.3.1.** You are responsible for the activities of all Users who access or use the Products and Services through Your Account and You agree that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Users. If the Customer or the Executive User becomes aware of any violation of this Agreement in connection with its Users use of the Products or Services by any person, you must immediately contact the Clearview legal department at [legal@clearview.ai](mailto:legal@clearview.ai). The Executive User acknowledges and agrees that it will cooperate with a member of the Clearview security or legal team for the purpose of completing its investigation of any alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any



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complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User access.

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

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

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

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



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Your account as "inactive" and permanently delete the account and all the data associated with it.

#### 4. PAYMENT TERMS.

- 4.1. Forms.** If You elect to pay Your Fees with a credit card, You agree that Clearview may charge the credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Products and Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or Clearview provided invoice. Except for an Order Form approved by Clearview from an Authorized Reseller, if You provide Clearview with Your own purchase order document, unless otherwise agreed to by the Clearview Chief Revenue Officer and Legal Team, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.
- 4.2. Monthly.** If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide on a monthly basis for the Products and Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for the Products and Services, You will have seven (7) days to provide new credit card information to pay for the Products and Services, otherwise Your access to the Products and Services may be terminated by Clearview in its sole discretion.
- 4.3. Term.** If Your Account is for a specific term period, then You shall pay for the Products and Services as outlined on Your Order Form or Clearview invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off) or as instructed by the Authorized Reseller.
- 4.4. Late Payments.** **This Section 4.4 will not apply to Customers where applicable law prohibits the Customer from contractually agreeing to late fees or interest.** To the extent the jurisdiction that You are located in allows You to incur late charges for failure to pay Fees in a timely manner, any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in



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equity) to immediately suspend or restrict Users' access to the Products and Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

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

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

**4.6. Taxes.**

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



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Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

## 5. TERM AND TERMINATION.

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

This Agreement may be terminated in the following ways:

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

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

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



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

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

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

## 6. CONFIDENTIALITY.

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



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

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

## 7. PROPRIETARY RIGHTS AND COPYRIGHT.

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

## 8. CUSTOMER REPRESENTATIONS.

- a.** You represent and warrant that: (i) Your signatory on the Reseller Forms and any Order Form has the actual authority to contract with Clearview on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) Users are not on any Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List or any other lists published by the U.S. Government.



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



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States Government. Specifically, it does not apply to activities conducted by United States Government employees, grantees, or contractors; or authorized activities of any United States Government department or agency, including those performed by Federal depository institutions or credit union supervisory agencies acting in the capacity of receiver or conservator; or transactions carried out under a grant, contract, or other agreement with the United States Government.

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

For the purposes of Section 8(e), additional definitions are outlined in 28 C.F.R. § 202.101 (2024), Part 202—Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons. The full text of these regulations can be accessed at [https://www.justice.gov/d9/2024-10/nsd\\_104\\_-data\\_security-1124-aa01-\\_notice\\_of\\_proposed\\_rulemaking\\_0.pdf](https://www.justice.gov/d9/2024-10/nsd_104_-data_security-1124-aa01-_notice_of_proposed_rulemaking_0.pdf)

## 9. USER CODE OF CONDUCT.

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



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## 10. COLLECTION AND SHARING OF DATA.

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

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

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



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any other data that may be helpful for improving and enhancing our Products and Services. Clearview reserves the right to create, disclose, and use aggregated and/or anonymized data derived from your personal information and usage details for internal business purposes and compliance purposes.

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

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

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

## 11. USER CONTENT.

**11.1.** In connection with the Products and Services, Users may upload or share text, files, images, photos, videos, sounds or other materials (“**Content**”) with Clearview. You represent and warrant that You and Your Users: (i) have lawfully obtained and own the Content uploaded into the Products and Services, including the Galleries Product, or otherwise have the rights to grant the license set forth in this Section; (ii) the posting and use of Your Content does not violate the rights of any third party, including, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) uploading the Content does not result in a breach of contract between You and a third-party. Except for Content owned or licensed by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for official government use, the protection of public security, and any other uses allowed under this Agreement.



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- 11.2.** You expressly authorize Clearview to perform technical functions necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow it to be uploaded, stored and used across Clearview's Products and Services. With respect to the Customer Equipment, we grant You a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the Clearview API, including any online or enclosed documentation, data distributed to Your computer for processing and any future programming fixes, updates and upgrades provided to You, onto a network server or computer workstation for Your sole use to install, interact with and utilize the Clearview APIs, including the content and features contained therein. For the Customer Equipment, this license may not be shared, transferred to or used concurrently on different servers or workstations, and Clearview may require You to install future programming fixes, updates and upgrades provided to You for the APIs. Clearview reserves the right to add additional features or functions to the Clearview Products and Services when installed on Your computer or via a Customer Equipment and the Clearview's APIs may periodically communicate with Clearview servers. All activities that occur using Your Access Credentials are Your responsibility.
- 11.3.** In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Products and Services. Your Content, including that in the Galleries Product, will remain inaccessible to other Clearview Customers unless You or Your Users authorize it, or it becomes public through no confidentiality breach by Clearview. If You or Your Users elect to share Content uploaded by You with other Clearview customers, You represent and warrant that You have the lawful authority to share such Content with other Customers. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview may delete the Content, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer may be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform and will only maintain this data to the extent necessary to provide the Products and Services. Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. Customer retains all rights to the video Content and is solely responsible for backing up and archiving such Content.
- 11.3. 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**"). If the feature is available



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to the Customer, Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative, not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

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

**11.5. Limited Rights.** If data collection and crawling services ("**CaaS Services**") are performed by Clearview on behalf of the Customer, as further outlined on the Order Form, Customer understands that Clearview may prioritize completing these CaaS Services over other unrelated Services and Clearview is not developing or delivering any unique technical data set to Customer. Any and all data that Clearview may collect or generate during the performance of CaaS Services ("**CaaS Content**") shall remain the sole property of Clearview, subject to Clearview's unlimited rights. The Customer does not acquire any ownership rights or license to use any such CaaS Content after the Customer is no longer an active Customer of Clearview. To the extent applicable and if it is determined that any data produced by the Products, Services, or CaaS Services is "technical data", the Customer shall only receive the limited rights granted under DFARS 252.227-7013. This means the Customer does not have the right to release or disclose the data outside the Customer without written permission from Clearview, and the Customer acknowledges its limited rights to use, modify, reproduce, release, perform, display or disclose any such



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technical data. Clearview expressly disclaims granting the Customer any implied licenses in technical data under this Agreement beyond the limited rights (if applicable) expressly granted to the Customer as outlined above. The Customer does not have any rights to the technical data beyond what is stated in this disclaimer. Clearview is not obligated to provide any Professional Services beyond those set forth in the Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form.

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

## 12. NO WARRANTIES.

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

- 12.2 Beta Services.** The term "Products" or "Services" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("Beta Services"). Beta Services are experimental, trial applications and features that may be revoked by



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

### 13. INDEMNIFICATION.

In no event shall Clearview nor its affiliates and their respective directors, officers, employees, and agents ("**Clearview Parties**") be liable for any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; (c) any security breach caused by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach, or (d) any administrative or legal inquiry by a third-party related to Customer's use of the Products and Services that is in no way related to a violation of law by Clearview ("**Claims**"). The Customer shall indemnify, defend and hold the Clearview Parties harmless from any and all Claims, **provided that if the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes an indemnification, then this sentence and the indemnification obligation will not apply to such Customer.**

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

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



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## 14. LIMITATION OF LIABILITY.

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

## 15. MISCELLANEOUS.

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

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



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and Services after such 10-business-day period, You will be deemed to have accepted the changes to these Terms.

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

**15.3. Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the state or country where the Customer is headquartered, provided that such local law requires the application of its local laws and forum. If the local law where the Customer is headquartered does not require the application of its local laws and forum, then this Agreement shall be governed by and construed under the laws of the State of New York, and any dispute arising out of or relating to this Agreement shall be brought and resolved exclusively in the courts of New York, NY.

**If the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described herein will not apply to such Customer.** Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by 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.

**15.4. Notices.** Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Executive User and all notices to Clearview must be sent to [legal-requests@clearview.ai](mailto:legal-requests@clearview.ai). A notice will be deemed to have been duly given the day after it is sent. The Customer or Clearview may change its email address for receipt of notice by notice to the other party in accordance with this Section

**15.4.** A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



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

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

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

Account Security

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



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## Sharing of Content from the Products and Services Information

- If the “Share With” feature is enabled or provided to the Customer, it is important to note that Users are restricted from sharing the results generated by the Products and Services with individuals from other government agencies, except when explicitly stated otherwise in the Order Form. The Order Form will detail any permissions and limitations regarding the “Share With” or substantially similar feature, outlining the extent to which sharing is allowed.

## Independent Verification

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

## Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by government agencies and government contractors to carry out official governmental tasks, such as national security, public safety, or criminal investigative work. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User, who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.



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



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## Conclusion

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



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## QUOTE

### AL - Orange Beach - Police Dept

#### CUSTOMER INFORMATION

**Customer:** AL - Orange Beach - Police Dept  
**Customer Address:** 4099 Orange Beach Boulevard, Orange Beach, Alabama, 36561  
**Quote Expires:** 4/30/2026

#### QUOTE CREATED FOR

**Full Name:** Ashleigh Johnson  
**Job Title:** Sgt.  
**E-Mail:** ajohnson@orangebeachal.gov

#### SUBSCRIPTION TERMS

<b>Product:</b>	Clearview AI SaaS - SL (Tool + Cloud Database Access) - Enterprise 9
<b>Total Contract Term Length:</b>	36.00 months

PAYMENT SCHEDULE	PRICE TO SUBSCRIBER
Year 1 Payment, due on the Contract Term Start Date	\$9000.00
Year 2 Payment, due on the 1st anniversary Contract Term Start Date	\$12500.00
Year 3 Payment, due on the 2nd anniversary of Contract Term Start Date	\$15000.00
One time Professional Service Fees	\$0.00

*Please Note: The price quote is not binding unless and until the parties execute an Order Form, including the Clearview Terms of Service and User Code of Conduct.*

*Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals must conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual. In no event shall Clearview AI be liable for any misuse, negligence or misconduct by Customer in its use of the Clearview AI technologies. This contract is subject to and is incorporated by reference into the Clearview AI, Inc. Terms of Service and User Code of Conduct, located [www.clearview.ai/terms-of-service](http://www.clearview.ai/terms-of-service). To the extent any terms or provisions of this price proposal conflicts with the Order Form, the Order Form shall control.*

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**Table of Contents.pdf** (36 pages, appended below)

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# Participants

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Delivery channel: Email

## **AL - ORANGE BEACH - POLICE DEPT** United States

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# 1.1 CLEARVIEW AI OVERVIEW

## 1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform helps investigators to search any facial image of a suspect, victim, or other person of interest against over 60 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

We appreciate the confidence you have in Clearview AI and welcome the opportunity to work with your agency by providing solutions which help in your mission to solve crimes and ensure National Security. It is our understanding that this procurement can also serve as the basis for sharing intelligence with other fellow domestic and international Public Safety and Intelligence organizations. If awarded this important opportunity, we will leverage our proprietary online database and facial recognition solution to provide a more custom service to meet or exceed your agency and national expectations and to meet regional and national privacy compliance and data protection requirements.



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# 1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary, web-based intelligence platform for law enforcement to use as a tool to help generate high-quality investigative leads. Our platform, powered by facial recognition technology, includes the largest known database of facial images sourced from public-only web sources, including news media, mugshot websites, public social media, and other open sources.

Our solutions allow agencies to gain intelligence and disrupt crime by revealing leads, insights and relationships to help investigators solve both simple and complex crimes, increase officer and public safety, and keep our communities and families safer.

## 1.2.1 NIST: LEADING FACIAL RECOGNITION ALGORITHM IN THE U.S.

Facial recognition technology has faced persistent criticism for alleged inaccuracies and biases, particularly racial and demographic bias. However, advancements have rendered FRT more accurate and sophisticated than the human eye by training on diverse datasets. The National Institute of Standards and Technology (NIST), renowned for its rigorous facial recognition evaluations, tests over 650 algorithms, revealing that top performers boast over 99%<sup>1</sup> accuracy in matching photos out of large lineups. And contrary to misconceptions, NIST's evaluations demonstrate minimal demographic bias in top algorithms, with Clearview AI's algorithm achieving over 99% accuracy across all demographics<sup>1</sup>.

Clearview AI is a leading facial recognition technology in the U.S. for its performance in accurately matching mugshot photos (99.85% with a 12 million photo sample), VISA borders photos (99.86% with a 1.6 million photo sample), VISA photos (99.81%), and border photos (99.42%). While acknowledging the need for regulation and ethical deployment, proponents argue for FRT's life saving potential as cited by law enforcement in many cases of financial crimes, child exploitation rescue, and community crime prevention. As discussions around FRT evolve, informed decisions based on scientific evidence and accurate understanding of technology capabilities are crucial.

Clearview AI has been instrumental in thousands of cases including finding abducted children, identifying endangered dementia cases, and apprehending drug traffickers, sex offenders, and other violent

<sup>1</sup>This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the [1:1 setting](#), as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the [1:N Investigative setting](#).



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criminals. Our database is the most representative of the population and is not limited to criminal offenders (mugshot database). With over 60 billion publicly available images, Clearview AI's database covers a multitude of ages, ethnicities, and physical characteristics.

## 1.2.2 KEY BENEFITS

- **HIGHLY EFFICIENT** Allows agencies to address manpower and resource deficiencies by providing high-probability investigative leads within a few seconds versus days or months.
- **INCREASE OFFICER, VICTIM & PUBLIC SAFETY** Uncover actionable intelligence with powerful tools to create cold case notification alerts. Support intelligence to validate suspect, victim and person of interest identities that is often impossible using legacy identity tools.
- **DATA YOU CAN'T FIND ANYWHERE ELSE** Clearview AI is the only facial recognition company that provides billions of faces captured on the open web and "in the wild", offering the highest probability of a successful match using the Clearview AI patented neural network algorithm and accuracy across all demographics.
- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database
- **60+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

## 1.2.3 DIFFERENTIATORS & SOLE SOURCE JUSTIFICATION

Clearview AI offers a unique and unmatched facial recognition solution purpose-built for government use. No other vendor provides the same combination of functionality, data access, and system design as Clearview AI. The company's technology is distinguished by its scale, performance, and exclusive capabilities that cannot be replicated by traditional mugshot-based or closed-database recognition systems.

### Unmatched Scale & Source Diversity

Clearview AI maintains the world's largest known facial recognition database—over **60 billion** publicly available facial images—sourced from the open internet, including news media, social media, public records, and other lawful open sources. This unparalleled scale allows law enforcement and public safety



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agencies to search beyond arrest records or known offenders, enabling identification even when an individual has no criminal history or DMV presence.

## Exclusive Capabilities

Clearview AI is the only known solution that offers:

- **Integrated Multi-Database Architecture:** Simultaneous search access across public internet imagery, agency-specific datasets, and interagency-shared galleries.
- **Source Attribution:** Links to the original online locations of each matched image, supporting transparency and investigative follow-up.
- **Unified Platform for Identity Management:** Including probe image enhancement, still image extraction from video, gallery enrollment, and robust compliance tools.
- **Advanced Oversight & Compliance Features:** Built-in auditing, reporting, and user accountability tools designed for agency policy enforcement.

## Proprietary & Patented Technology

Clearview AI's search algorithm is protected under U.S. Patent No. 11,250,266 and represents a proprietary advancement in facial recognition capability. Unlike alternatives that depend on static and limited datasets, Clearview AI's model continuously improves with exposure to diverse, real-world imagery, enhancing match quality and reducing bias.

## Superior Accuracy

Clearview AI's algorithm consistently achieves **over 99%<sup>2</sup> accuracy** across all demographic categories as measured by the National Institute of Standards and Technology (NIST) in both 1:1 and 1:N evaluations. This includes top performance in mugshot-mugshot and cross-year border photo comparisons.

## Sole Source Justification

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<sup>2</sup>This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the [1:1 setting](#), as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the [1:N Investigative setting](#).



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Due to the combination of exclusive data access, proprietary technology, unmatched accuracy, and government-tailored features, Clearview AI is the sole provider capable of meeting the specific investigative, compliance, and operational needs outlined in this proposal. Vendors relying solely on closed databases or mugshots fundamentally lack the ability to deliver equivalent results, particularly for leads involving non-repeat offenders, unknown subjects, or victims lacking official identification records.



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# 1.3 SECURITY & SOC2 COMPLIANCE

## 1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data. The examination was conducted by BARR Advisory, P.A.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

## 1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.
- Store data on multiple servers inside a secured data center in Northern Virginia with internal levels of access control.



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# 1.4 CLEARVIEW AI INC. END USER LICENSE AGREEMENT TERMS

Last Updated: December 1, 2024

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

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

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

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



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identifying information or other data discovered on third party sites using any Clearview system or included in Clearview search results by conducting additional research.

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

## 1. DEFINITIONS.

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

- 1.1. **"Access Credentials"** means the necessary security keys, secrets, tokens, and other credentials to access the Clearview APIs. The Access Credentials enable Clearview to associate Customer's API Program with Customer's use of the Clearview APIs.
- 1.2. **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with Clearview, whereby control means owning 50% or more of Clearview's voting stock.
- 1.3. **"APIs"** means a set of Clearview application programming interfaces, software code, tools, unique access key or link assigned, documentation, information, or materials with the functions and procedures that allow the Customer to make use and access the features and algorithm of Clearview, Clearview's Products and Services, Database, Customer Equipment, other developer services, and associated software.
- 1.4. **"Authorized Reseller"** means an entity that is authorized by Clearview to market and sell Clearview's Products and Services to a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, military operations, law enforcement, public safety, public defender, or criminal investigative work. The relationship between Clearview and the Authorized Reseller will be pursuant to a separate agreement executed between Clearview and Authorized Reseller.
- 1.5. **"Authorized User"** means an individual who is employed by or under the legal direction of the Customer and is authorized to carry out official government tasks on behalf of the Customer. Any and all Authorized Users must be approved by the Executive User to access and use the Products and Services.
- 1.6. **"Clearview", "We", or "Our"** means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns.
- 1.7. **"Cloud Product"** means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.



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- 1.8. "Clearview Confidential Information"** means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, proprietary information, object and source code, know-how, business operations, proposed products and services, research and development, business forecasts, finances, Clearview-provided documents, and customer lists.
- 1.9. "Cloud Product"** means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.
- 1.10. "Country of Concern"** means: (1) any foreign government determined by the U.S. Attorney General, with the concurrence of the Secretaries of State and Commerce, to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or the security and safety of U.S. persons; and (2) poses a significant risk of exploiting government-related data or bulk U.S. sensitive personal data to the detriment of the national security of the United States or security and safety of U.S. persons. As of November 20, 2024, this includes: China (including the Special Administrative Regions of Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.
- 1.11. "Covered Data Transaction"** means: (a) A covered data transaction is any transaction that involves any access to any government-related data or bulk U.S. sensitive personal data and that involves: (1) data brokerage; (2) a vendor agreement; (3) an employment agreement; or (4) an investment agreement.
- 1.12. "Covered Person"** means: (i) any entity that is 50% or more owned, directly or indirectly, by a Country of Concern, or that is organized or has its principal place of business in a Country of Concern; (ii) any entity that is 50% or more owned by such an entity; (iii) any individual who is an employee or contractor of a Country of Concern; (iv) any individual who primarily resides in a Country of Concern; or (v) any person determined by the U.S. Department of Justice to be owned, controlled by, acting for/on behalf of, or likely to act for/on behalf of a Country of Concern or Covered Person.
- 1.13. "Customer" or "You"** means a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work; or any contractor or individual authorized to carry out such tasks on behalf of the foregoing entities who enters into or has entered into a legal relationship under an Order Form with Clearview or an



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Order Form that is submitted by an Authorized Reseller on behalf of Customer and is accepted and countersigned by Clearview.

- 1.14. “Customer Equipment”** means any computing platforms, computer hardware, cloud computing environments, or other IT infrastructure that is owned, licensed or controlled by the Customer or a third party for use by Customer, and which is used to access or use any Clearview Product, application or service, including, but not limited to the Cloud Product or any Clearview APIs. This includes, but is not limited to, servers, computers, mobile devices, tablets, virtual machines, containers, cloud-based compute and storage services, or other equipment where the Customer has installed, deployed, hosted, or maintained the Clearview APIs.
- 1.15. “Database”** means all images collected by Clearview and any data including facial vector data, produced by Clearview from such images and hosted in a cloud storage database. The Database does not include probe images or images contained in the Galleries Product.
- 1.16. “Debarred List”** means a list maintained by the U.S. General Services Administration of parties excluded from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.
- 1.17. “Denied Persons List”** means a list published by the U.S. Department of Commerce’s Bureau of Industry and Security that identifies individuals and entities that have been denied export privileges.
- 1.18. “End User License Agreement”** means the Clearview license agreement provided to the Customer for the purpose of licensing access and use to the Products and Services when the Customer purchases the Products and Services through an Authorized Reseller.
- 1.19. “Entity List”** means a list published by the U.S. Department of Commerce’s Bureau of Industry and Security of certain foreign persons, including businesses, research institutions, government and private organizations, and individuals, that ARE determined to be a potential risk for illegal exports.
- 1.20. “Executive User” or “Administrator”** means the individual(s) designated by Customer who has administrative privileges over Customer’s Clearview account, including search history, audit, approval, User management, and suspension capabilities over all Users associated with such Customer account.
- 1.21. “Fees”** means all fees, charges, and applicable taxes payable by Customer to Clearview, or by Customer to an Authorized Reseller, for a license and right to use and access the Products and Services. In the event the Customer purchases the Clearview Products and Services through an Authorized Reseller, the payment terms shall be as outlined in the



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Reseller Forms and such payment terms will be provided by the Authorized Reseller to Clearview on a Clearview approved Order Form.

- 1.22. “Galleries Product”** means a private image database comprised of images and Content uploaded, shared or provided by the Users in the Customer account, which Customer may search probe images against. Images uploaded into this product are not combined with the Clearview Database (as defined above).
- 1.23. “Intellectual Property”** includes, without limitation, Clearview’s Products and Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, metrics, analytics and data generated or processed by Clearview or Clearview’s software or systems, whether pre-existing or created after the effective date of the Order Form, and whether developed by Clearview or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).
- 1.24. “Location Specific Addendum”** means additional legal terms that apply to the Customer’s access and use of the Products and Services based on the jurisdiction of where the Customer is located. The Location Specific Addendum can be viewed in the Customer’s Clearview account. In the event of a conflict between the Location Country Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.
- 1.25. “Order Form”** means (i) an order placed by Customer for Products or Services through a Clearview on-line registration or e-signature page, a trial account, Clearview provided order form, or a form otherwise approved and signed by Clearview; or (ii) a mutually executed order form or similar ordering document signed by Clearview and Authorized Reseller describing commercial information and related terms for Customer’s purchase of the Products and Services.
- 1.26. “Reseller Forms”** means additional agreements and forms Customer signs when purchasing Clearview Products and Services through an Authorized Reseller. If there is a conflict between the Reseller Forms, this Agreement or a Clearview End User License Agreement (if applicable), the order of precedence is the End User License Agreement, this Agreement, and then the Reseller Forms.
- 1.27. “Services” or “Products”** means Clearview’s mobile-accessible and web browser platform, Professional Services, facial imaging and search software, APIs, Database, Cloud Product,



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image indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

- 1.28. "Professional Services"** means the configuration and provisioning, integration, support, and other professional services related to Customer's use and access to the Products that are specified in an Order Form.
- 1.29. "Specially Designated Nationals List"** means a list published by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that identifies individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers.
- 1.30. "Subsidiary"** means a company that is wholly or partially owned and controlled by Clearview AI.
- 1.31. "Unverified List"** a list published by the Bureau of Industry and Security ("BIS") of foreign persons for whom BIS has been unable to verify end-use checks and other information related to exports.
- 1.32. "User"** means the Authorized Users and the Executive User(s).

## 2. LICENSE TERMS.

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

- 2.1.** Subject to payment of all applicable Fees and Customer's adherence to these Terms, Clearview grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to install and run (to the extent applicable), access and use the Products and Services. This license is applicable to the Customer and its authorized Users only. This right extends to any copies, corrections, bug fixes, enhancements, modification, or new versions of the Products and Services created by Clearview for the purpose of providing the Products and Services to Customer. Any and all information Customer or its Users submits to Clearview in order to register for and/or use certain Products and Services must be accurate. Customer is entirely responsible for maintaining the security of the login information of its Users and agrees its Users shall not disclose such information to any unauthorized third party. Clearview retains all rights, titles, and interests in the



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Products and Services (and any copy thereof), including all related Intellectual Property rights. Any attempt by You to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms is void. Clearview reserves all rights not expressly granted under these Terms with respect to the Products, Services, and otherwise.

### 3. USES.

#### 3.1. Permitted Uses.

- 3.1.1. Before accessing the Clearview Products and Services, all Users must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct, and Principles. While Clearview provides training on the technical aspects of our Products and Services, it is the Customer's responsibility to develop additional internal policies, processes, and training. This further training should focus on ensuring proper, ethical, and legal usage in line with applicable laws. The Customer must ensure that their Users are fully informed and compliant with your own training requirements and guidelines, beyond the scope of Clearview's provided technical training. Customer will assign at least one Executive User to act as liaison between Customer and Clearview. The Executive User is responsible for providing and maintaining a list to Clearview of who is an Authorized User and overseeing the Authorized Users' use of the Products and Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Products and Services for official government purposes, all of which must be done in compliance and consistent with any local, state, federal, international, or other applicable law. Users shall not use the Products and Services for any purpose other than those within the scope of their authorized official government duties. Customer will comply with all applicable law, regulation, and third party rights (including, without limitation, laws regarding the import or export of data, biometric data, or software, privacy, and local laws).
- 3.1.2. Customer represents and warrants that it is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Customer's access may be terminated without warning if Clearview believes that Customer is otherwise ineligible.
- 3.1.3. Customer will only access (or attempt to access) an API by the means described in the documentation of that API. If Clearview assigns Customer Access Credentials (e.g. client IDs), Customer must use them with the applicable APIs. Customer will



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not misrepresent or mask its identity when using the APIs or developer accounts. The Clearview APIs are intended only for use within the Customer's organization. The Customer may not share access to the Clearview APIs with any third party or make them publicly available. The Clearview APIs can only be hosted on private platforms restricted to the Customer's internal Users. Public platforms, or other external-facing servers must not be given access to the Clearview APIs.

**3.1.4.** Clearview sets and enforces limits on Customer's use of the APIs (e.g. limiting the number of API requests that You may make or the number of Users it may serve), in our sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API. If Customer would like to use any API beyond these limits, Customer must obtain Clearview's express consent (and Clearview may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Clearview API team for information.

## **3.2. Prohibited Uses.**

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



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email address and password or simultaneously access the Products or Services using the same login credentials.

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

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

### 3.3. Security

**3.3.1.** You are responsible for the activities of all Users who access or use the Products and Services through Your Account and You agree that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Users. If the Customer or the Executive User becomes aware of any violation of this Agreement in connection with its Users use of the Products or Services by any person, you must immediately contact the Clearview legal department at [legal@clearview.ai](mailto:legal@clearview.ai). The Executive User acknowledges and agrees that it will cooperate with a member of the Clearview security or legal team for the purpose of completing its investigation of any alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any



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complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User access.

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

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

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

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



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Your account as "inactive" and permanently delete the account and all the data associated with it.

#### 4. PAYMENT TERMS.

- 4.1. Forms.** If You elect to pay Your Fees with a credit card, You agree that Clearview may charge the credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Products and Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or Clearview provided invoice. Except for an Order Form approved by Clearview from an Authorized Reseller, if You provide Clearview with Your own purchase order document, unless otherwise agreed to by the Clearview Chief Revenue Officer and Legal Team, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.
- 4.2. Monthly.** If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide on a monthly basis for the Products and Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for the Products and Services, You will have seven (7) days to provide new credit card information to pay for the Products and Services, otherwise Your access to the Products and Services may be terminated by Clearview in its sole discretion.
- 4.3. Term.** If Your Account is for a specific term period, then You shall pay for the Products and Services as outlined on Your Order Form or Clearview invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off) or as instructed by the Authorized Reseller.
- 4.4. Late Payments.** **This Section 4.4 will not apply to Customers where applicable law prohibits the Customer from contractually agreeing to late fees or interest.** To the extent the jurisdiction that You are located in allows You to incur late charges for failure to pay Fees in a timely manner, any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in



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equity) to immediately suspend or restrict Users' access to the Products and Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

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

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

**4.6. Taxes.**

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



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Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

## 5. TERM AND TERMINATION.

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

This Agreement may be terminated in the following ways:

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

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

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



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

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

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

## 6. CONFIDENTIALITY.

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



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

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

## **7. PROPRIETARY RIGHTS AND COPYRIGHT.**

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

## **8. CUSTOMER REPRESENTATIONS.**

- a.** You represent and warrant that: (i) Your signatory on the Reseller Forms and any Order Form has the actual authority to contract with Clearview on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) Users are not on any Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List or any other lists published by the U.S. Government.



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



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States Government. Specifically, it does not apply to activities conducted by United States Government employees, grantees, or contractors; or authorized activities of any United States Government department or agency, including those performed by Federal depository institutions or credit union supervisory agencies acting in the capacity of receiver or conservator; or transactions carried out under a grant, contract, or other agreement with the United States Government.

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

For the purposes of Section 8(e), additional definitions are outlined in 28 C.F.R. § 202.101 (2024), Part 202—Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons. The full text of these regulations can be accessed at [https://www.justice.gov/d9/2024-10/nsd\\_104\\_-data\\_security-1124-aa01-\\_notice\\_of\\_proposed\\_rulemaking\\_0.pdf](https://www.justice.gov/d9/2024-10/nsd_104_-data_security-1124-aa01-_notice_of_proposed_rulemaking_0.pdf)

## 9. USER CODE OF CONDUCT.

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



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## 10. COLLECTION AND SHARING OF DATA.

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

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

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



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any other data that may be helpful for improving and enhancing our Products and Services. Clearview reserves the right to create, disclose, and use aggregated and/or anonymized data derived from your personal information and usage details for internal business purposes and compliance purposes.

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

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

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

## 11. USER CONTENT.

**11.1.** In connection with the Products and Services, Users may upload or share text, files, images, photos, videos, sounds or other materials (“**Content**”) with Clearview. You represent and warrant that You and Your Users: (i) have lawfully obtained and own the Content uploaded into the Products and Services, including the Galleries Product, or otherwise have the rights to grant the license set forth in this Section; (ii) the posting and use of Your Content does not violate the rights of any third party, including, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) uploading the Content does not result in a breach of contract between You and a third-party. Except for Content owned or licensed by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for official government use, the protection of public security, and any other uses allowed under this Agreement.



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- 11.2.** You expressly authorize Clearview to perform technical functions necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow it to be uploaded, stored and used across Clearview's Products and Services. With respect to the Customer Equipment, we grant You a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the Clearview API, including any online or enclosed documentation, data distributed to Your computer for processing and any future programming fixes, updates and upgrades provided to You, onto a network server or computer workstation for Your sole use to install, interact with and utilize the Clearview APIs, including the content and features contained therein. For the Customer Equipment, this license may not be shared, transferred to or used concurrently on different servers or workstations, and Clearview may require You to install future programming fixes, updates and upgrades provided to You for the APIs. Clearview reserves the right to add additional features or functions to the Clearview Products and Services when installed on Your computer or via a Customer Equipment and the Clearview's APIs may periodically communicate with Clearview servers. All activities that occur using Your Access Credentials are Your responsibility.
- 11.3.** In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Products and Services. Your Content, including that in the Galleries Product, will remain inaccessible to other Clearview Customers unless You or Your Users authorize it, or it becomes public through no confidentiality breach by Clearview. If You or Your Users elect to share Content uploaded by You with other Clearview customers, You represent and warrant that You have the lawful authority to share such Content with other Customers. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview may delete the Content, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer may be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform and will only maintain this data to the extent necessary to provide the Products and Services. Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. Customer retains all rights to the video Content and is solely responsible for backing up and archiving such Content.
- 11.3. 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**"). If the feature is available



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to the Customer, Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative, not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

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

**11.5. Limited Rights.** If data collection and crawling services ("**CaaS Services**") are performed by Clearview on behalf of the Customer, as further outlined on the Order Form, Customer understands that Clearview may prioritize completing these CaaS Services over other unrelated Services and Clearview is not developing or delivering any unique technical data set to Customer. Any and all data that Clearview may collect or generate during the performance of CaaS Services ("**CaaS Content**") shall remain the sole property of Clearview, subject to Clearview's unlimited rights. The Customer does not acquire any ownership rights or license to use any such CaaS Content after the Customer is no longer an active Customer of Clearview. To the extent applicable and if it is determined that any data produced by the Products, Services, or CaaS Services is "technical data", the Customer shall only receive the limited rights granted under DFARS 252.227-7013. This means the Customer does not have the right to release or disclose the data outside the Customer without written permission from Clearview, and the Customer acknowledges its limited rights to use, modify, reproduce, release, perform, display or disclose any such



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technical data. Clearview expressly disclaims granting the Customer any implied licenses in technical data under this Agreement beyond the limited rights (if applicable) expressly granted to the Customer as outlined above. The Customer does not have any rights to the technical data beyond what is stated in this disclaimer. Clearview is not obligated to provide any Professional Services beyond those set forth in the Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form.

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

## 12. NO WARRANTIES.

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

- 12.2 Beta Services.** The term "Products" or "Services" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("Beta Services"). Beta Services are experimental, trial applications and features that may be revoked by



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

### 13. INDEMNIFICATION.

In no event shall Clearview nor its affiliates and their respective directors, officers, employees, and agents ("**Clearview Parties**") be liable for any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; (c) any security breach caused by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach, or (d) any administrative or legal inquiry by a third-party related to Customer's use of the Products and Services that is in no way related to a violation of law by Clearview ("**Claims**"). The Customer shall indemnify, defend and hold the Clearview Parties harmless from any and all Claims, **provided that if the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes an indemnification, then this sentence and the indemnification obligation will not apply to such Customer.**

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

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



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## 14. LIMITATION OF LIABILITY.

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

## 15. MISCELLANEOUS.

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

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



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and Services after such 10-business-day period, You will be deemed to have accepted the changes to these Terms.

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

**15.3. Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the state or country where the Customer is headquartered, provided that such local law requires the application of its local laws and forum. If the local law where the Customer is headquartered does not require the application of its local laws and forum, then this Agreement shall be governed by and construed under the laws of the State of New York, and any dispute arising out of or relating to this Agreement shall be brought and resolved exclusively in the courts of New York, NY.

**If the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described herein will not apply to such Customer.** Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by 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.

**15.4. Notices.** Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Executive User and all notices to Clearview must be sent to [legal-requests@clearview.ai](mailto:legal-requests@clearview.ai). A notice will be deemed to have been duly given the day after it is sent. The Customer or Clearview may change its email address for receipt of notice by notice to the other party in accordance with this Section

**15.4.** A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



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

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

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

### Account Security

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



1321 Upland Dr. #21141,  
Houston, Texas, 77043

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

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## Sharing of Content from the Products and Services Information

- If the “Share With” feature is enabled or provided to the Customer, it is important to note that Users are restricted from sharing the results generated by the Products and Services with individuals from other government agencies, except when explicitly stated otherwise in the Order Form. The Order Form will detail any permissions and limitations regarding the “Share With” or substantially similar feature, outlining the extent to which sharing is allowed.

## Independent Verification

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

## Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by government agencies and government contractors to carry out official governmental tasks, such as national security, public safety, or criminal investigative work. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User, who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.



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



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## Conclusion

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



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This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905. Source Selection Information-See FAR 2.101 and 3.104



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of a task order with GeoCon Engineering & Materials Testing, Inc., to provide geotechnical exploration and engineering services for a preliminary soil study for a new civic center in an amount not to exceed \$8,565. (CP)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Task Order GeoCon Civic Center Soil Study
2. 2026.02.24 Task Order GeoCon Civic Center Soil Study

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
TASK ORDER WITH GEOCON ENGINEERING & MATERIALS TESTING, INC.  
TO PROVIDE GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES FOR  
A PRELIMINARY SOIL STUDY FOR A NEW CIVIC CENTER  
IN AN AMOUNT NOT TO EXCEED \$8,565**

---

FINDINGS:

1. The Orange Beach City Council, by Resolution No. 25-008 adopted January 7, 2025, approved a contract with GeoCon Engineering & Materials Testing, Inc., to perform certain geotechnical analysis and construction materials testing services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires GeoCon Engineering & Materials Testing, Inc., to provide a preliminary soil study for the site of the proposed new Civic Center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and GeoCon Engineering & Materials Testing, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$8,565.00 to GeoCon Engineering & Materials Testing, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk



February 24, 2026

**City of Orange Beach**  
P.O. Box 2432  
Orange Beach, Alabama

Attn: Mr. Chris Pappas, P.E.

Re: **Proposal for Preliminary Soil Study**  
Proposed Convention Center  
Canal Road  
Orange Beach, Alabama

Dear Mr. Pappas:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this requested proposal to provide a preliminary soil study for the above-mentioned project. It is our understanding the proposed project is planned to include a new convention center.

### **Proposed Scope of Services**

The purpose of our preliminary investigation will be to get a “snap-shot” of the subgrade soil and near-surface groundwater conditions and provide general comments regarding site grading and subgrade preparation. This proposal is based on three (3) soil test soundings to a depth of about 60 feet. We will also perform thirteen (13) hand auger borings to depths of about 6 feet across the subject site. The locations of the deeper borings are in the center of the three different proposed locations for the convention center. Preliminary evaluations can be used for planning and budgeting purposes. A supplemental geotechnical study will be needed in order to provide detailed recommendations regarding subgrade preparation, foundation design and pavement design. The report will be prepared and signed by a Professional Engineer registered in the state of Alabama.

### **Fee Estimate**

Based on the proposed testing and engineering work scope, we can provide preliminary geotechnical testing and engineering services for a cost of **\$8,565.00**.

### **Scheduling**

We could proceed with the drilling and sampling within 2 weeks following your notice to proceed. We estimate that drilling and sampling would be completed in 1 day, weather permitting. A completed preliminary soils report could be available no later than 30 day from the date we receive the signed authorization page.

### **Testing Standards**

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

### **Authorization**

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



Christopher Rea  
Vice President

### Proposal Authorization Form

**Please Print**

<b>Accepted By:</b>			
<b>Signature:</b>			
<b>Entity:</b>			
<b>Mailing Address:</b>			
<b>Report will be Addressed to:</b>			
<b>Customer Email Address:</b>			
<b>Phone Number:</b>			
<b>Invoice Sent To:</b>	<b>Mailing Address:</b>		<b>Email Address:</b>
<b>All Entities to Receive Report: (Architects, Structural or Civil Engineer, Builder, Owner, Etc.)</b>			
<b>Location of Project:</b>			
<b>Proposal Price:</b>	<b>\$8,565.00</b>	<b>Date:</b>	
<b>Comments:</b>			
<p>GeoCon is not responsible for any damage to any underground that is not marked.                  The proposed amount is only valid for 60 days unless executed.                  Failure to complete this form could delay the completion of the final report.                  Addendums can be subject to an additional fee.</p>			
<p><b>Checks preferred. Credit card payment will incur an additional 3.5% fee. Reports are typically available within 30 days of proposal acceptance.</b></p>			

## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

**PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

**TERMINATION.** Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services. Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

**PROFESSIONAL LIABILITY.** Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

**SITE OPERATIONS.** Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

**OWNERSHIP AND USE OF PROJECT DOCUMENTS.** All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of Geocon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Geocon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims. Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

**ADDITIONAL SERVICES OF CONSULTANT.** If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

**ASSIGNABILITY.** GeoCon shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

**SERVICES TO BE CONFIDENTIAL.** All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

**CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

**SEVERABILITY.** It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing a waiver of rental fees for the Orange Beach Performing Arts Center for the Baldwin Pops, Inc., John Allen Memorial Scholarship Concert. (JL)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 03-17-26 26-xxx Waive Fee Performing Arts Center PAC Baldwin Pops

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING A WAIVER OF RENTAL FEES FOR THE  
ORANGE BEACH PERFORMING ARTS CENTER FOR THE  
BALDWIN POPS, INC., JOHN ALLEN MEMORIAL SCHOLARSHIP CONCERT**

---

FINDINGS:

1. By Agreement with Orange Beach City Schools, the City of Orange Beach (hereinafter the “City”) has possession and authority of the Orange Beach Performing Arts Center (hereinafter the “PAC”) outside of school hours. The City allows individuals and groups to rent the PAC for events such as, but not limited to, theatrical performances and small concerts.
2. Baldwin Pops, Inc., is an organization located in Baldwin County comprised of volunteer musicians whose mission is to enhance the cultural environment of Baldwin County by providing concerts to the public free-of-charge. The John Allen Memorial Scholarship Concert serves as one of many of these free concerts, and also serves as Baldwin Pops, Inc.’s, scholarship award ceremony. Scholarships are awarded to high school seniors residing in Baldwin County.
3. The City wishes to waive the rental fees for the PAC for Baldwin Pops, Inc., to host the John Allen Memorial Scholarship Concert on March 18, 2026.
4. The event serves a public purpose by promoting the prosperity, contentment, and general welfare of the community by bringing a quality-of-life benefit to Orange Beach which brings the community together and celebrates and enhances the spirit of community.
5. The City Council has determined that waiving the rental fees for the PAC for the Baldwin Pops, Inc., John Allen Memorial Scholarship Concert serves a public purpose and is in the best interest of the citizens and visitors of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Orange Beach City Council, having determined that it serves a public purpose and is in the best interest of the City, hereby waives the rental fee for the Orange Beach Performing Arts Center for Baldwin Pops, Inc., for the one time purpose of the 2026 John Allen Memorial Scholarship Concert; and
2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a performance contract with Natalie van Blerk for tennis professional services. (NA)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Performance Contract Tennis Pro Natalie van Blerk

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PERFORMANCE CONTRACT WITH  
NATALIE VAN BLERK  
FOR TENNIS PROFESSIONAL SERVICES**

---

FINDINGS:

1. The City of Orange Beach and Natalie van Blerk have reached an Agreement (attached Exhibit A) whereby Natalie van Blerk will provide tennis instruction services for the City of Orange Beach.
2. After having reviewed the attached Agreement, the City Council has determined the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Clerk are hereby authorize to execute and attest, respectively, the Agreement in substantially the form and of substantially the content now before the City Council as an attachment hereto, between the City of Orange Beach, Alabama, and Natalie van Blerk, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a professional services agreement with Coastal Wave Diagnostics, LLC, for cardiovascular screenings for city employees. (FH)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Professional Services Agreement Coastal Wave Diagnostics
2. 2026.02.26 Professional Services Agreement Coastal Wave Diagnostics Employee Cardiovascular Screenings

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT WITH  
COASTAL WAVE DIAGNOSTICS, LLC  
FOR CARDIOVASCULAR SCREENINGS FOR CITY EMPLOYEES**

---

FINDINGS:

1. The City of Orange Beach and Coastal Wave Diagnostics, LLC, have reached an Agreement (attached Exhibit A) whereby Coastal Wave Diagnostics, LLC, will provide cardiovascular screenings for City employees.
2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and Coastal Wave Diagnostics, LLC, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk

## PROFESSIONAL SERVICES CONTRACT

This Agreement is made and entered into by and between the City of Orange Beach, a Class 8 Alabama municipal corporation (hereinafter the "City") and Coastal Wave Diagnostics, LLC, a Domestic Limited Liability Company, (hereinafter the "Contractor"), as follows:

### 1. Recitals

WHEREAS, the City desires to engage Contractor to provide cardiovascular screenings to City employees for the purpose of promoting the health and welfare of said employees through preventative and diagnostic care;

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby covenant and agree as follows:

### 2. Services to be Performed

- a) Contractor will provide cardiovascular screenings to City employees for the purpose of promoting the health and welfare of said employees through preventative and diagnostic care;
- b) Contractor will perform such other services with regard to the City's mission to promote the health and welfare of said employees through preventative and diagnostic care as are mutually agreed to between the Contractor and the City.

### 3. Compensation

- a) As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall provide cardiovascular screenings at a total rate of \$100.00 per screening for current employees as part of Contractor's performance of this contract, in accordance with City policies. For employees classified by provider to be "high risk" pursuant to categories established herein, the City shall pay \$100.00 per employee screening. For all other employees, the City will pay \$50 per employee screened, with the employee being responsible for the remainder of the cost.
- b) An employee shall be considered High Risk if they present with any of the following criteria:
  - i. Age 50 or older
  - ii. Diabetes Mellitus (Type 1 or Type 2)
  - iii. Hypertension (high blood pressure)
  - iv. Obesity (BMI > 30kg/m<sup>2</sup>)
  - v. Current Smoker
  - vi. Hyperlipidemia (high cholesterol)
- c) Contractor agrees to abide by the City's established policies.
- d) Contractor shall be paid within thirty (30) days of the City's receipt of a properly documented invoice for screening services performed. Such invoice(s) shall be provided to the City on a monthly basis with each screening billed within sixty (60) days after screening services are performed.

4. Term.

The term of this Agreement is 12 months commencing January 1, 2026, and ending December 31, 2026.

5. Independent Contractor.

- a) Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor.
- b) Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense as City may from time to time request to indicate that it is an independent Contractor. City does not, and will not, assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed but, on the contrary, Contractor shall be wholly responsible therefor.

6. Insurance.

- a) For the term of this Agreement, the Contractor shall acquire and maintain in full force and affect the policy of insurance evidenced by the certificate of insurance attached hereto as "Exhibit A", with the City being named as an additional insured.
- b) Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7. Assignment.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which consent shall be granted or denied solely at City's discretion.

8. Compliance with Law.

Contractor hereby agrees to comply strictly with all the laws of the State of Alabama and of the United States, and the laws and ordinances of any other jurisdiction in which contractor may perform any work pursuant to this Agreement. Contractor further agrees to comply with all rules, regulations, policies, and City ordinances of the City of Orange Beach.

9. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate. Upon termination, Contractor shall be paid *pro rata* for all services actually rendered up to the effective date of termination. This Agreement may be terminated immediately by the City upon failure of the required background check or drug testing, as set out in paragraph 15, below or upon breach of any term hereof by Contractor. Failure to terminate this contract upon discovery of breach shall not constitute consent thereto nor waive the City's right to terminate this contract therefore.

10. Final Agreement.

This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

11. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the City Council, and signed by the duly authorized representatives of both parties.

12. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, by a Court decision, statute or rule, such rendering shall not affect the remainder of this Agreement. This section shall survive termination of the agreement.

13. Law Governing.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Baldwin County, Alabama.

14. Permits, etc.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

15. Indemnification.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (hereinafter collectively referred to and included in the use of the word "City") whole and harmless from all costs, liabilities and claims for damages of any kind arising in any way out of the acts, errors or omissions of the contractor in performance of this Agreement and/or the activities of the Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising from Contractor's activities under this Agreement, Contractor agrees to indemnify and hold the City harmless from all costs, including attorneys' fees and expenses, associated with same. This indemnification extends only to third party claims and actions filed against the City as a result of actions by the Contractor under this Agreement. This duty shall survive the termination of this contract.

16. Confidentiality.

Contractor (including its employees, agents, subcontractors) acknowledges that all confidential or protected business and/or personal information ("Protected Information") that it may obtain while performing services for the City, is deemed confidential and proprietary to the City. During Contractor's tenure with the City, Contractor agrees to use Protected Information only and strictly as required to perform its services on behalf of the City. Contractor will not disclose Protected Information to any person or entity without the prior written consent of the City and the written agreement of any third party. Contractor agrees to refer any request for public information or records to the City Clerk, who is the custodian of records for the City and is responsible for the disclosure of public records in accordance with the public records laws of the state. Contractor agrees that it will not duplicate or incorporate Protected Information into its own records or databases and that after the conclusion of its services to the City all Protected Information in the Contractor's possession will be turned over to the City. Contractor agrees not to disclose, use, transfer, or transmit the information to any person or entity for any purpose whatsoever. This includes records, passwords, access codes, manuals, statistics, software, audio/video recordings, or storage disks of any kind containing Protected Information

17. Notices.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the addresses appearing below:

City of Orange Beach:  
City Clerk  
Post Office Box 458  
Orange Beach, AL 36561

Copy to:  
City Attorney  
P.O. Box 458  
Orange Beach, AL 36561

And to Contractor:  
Coastal Wave Diagnostics, LLC  
ATTN: Angela J. Galla  
256 Garrison Blvd.  
Fairhope, AL 36532

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ORANGE BEACH

By: \_\_\_\_\_  
Tony Kennon  
Mayor

ATTEST:

\_\_\_\_\_  
Renee Eberly, City Clerk

COASTAL WAVE DIAGNOSTICS, LLC

By: \_\_\_\_\_  
Angela J. Galla  
Owner

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tony Kennon and Renee Eberly, whose names as Mayor and City Clerk, respectively, of the City of Orange Beach, a municipal corporation, are signed to the foregoing agreement, and who are known to me, acknowledge before me on this day, that, being informed of the contents of the above and foregoing, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Notary Public  
State of Alabama  
My Commission Expires: \_\_\_\_\_

---

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Angela J. Galla, as owner of Coastal Wave Diagnostics, LLC, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the above and foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of an intergovernmental agreement with Baldwin County for maintenance of Navy Road. (TT)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Intergovernmental Agreement Navy Road Baldwin County
2. 2024.03.01 Intergovernmental Service Agreement Baldwin County Navy Road

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT WITH  
BALDWIN COUNTY FOR MAINTENANCE OF NAVY ROAD**

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FINDINGS:

1. On March 5, 2024, the City Council for the City of Orange Beach adopted Resolution No. 24-054 approving an agreement with Baldwin County for the maintenance of Navy Road.
2. The City's Public Works Director has recommended renewal of the intergovernmental agreement.
3. The Baldwin County Commission has agreed to perform routine blading for a term of twenty-four (24) months from the effective date of the agreement.
4. Baldwin County shall remit quarterly invoices to the City for actual costs incurred.
5. After having reviewed the agreement (attached Exhibit A), the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the intergovernmental agreement between the City of Orange Beach and the Baldwin County Commission for maintenance of Navy Road, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

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Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

---

City Clerk

## INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Orange Beach, Alabama (hereinafter “City”), as follows:

### RECITALS

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

**Whereas**, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

**Whereas**, County and City acknowledge and agree that the road listed below, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of City, and is a road over which City is responsible for and over which City exercises control; and

**Whereas**, the City has requested that the County assist the City in its efforts to maintain Navy Road (1.00 miles) which is inside Orange Beach City Limits, and the County agrees to perform routine blading, pursuant to the terms and conditions herein; and

**Whereas**, the City agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

**Whereas**, County and City now wish to enter into this Agreement to provide for the routine blading of Navy Road (1.00 mile) which is inside the City’s jurisdiction.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the routine blading of Navy Road (1.00 mile) inside the corporate limits of the City.

3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Navy Road specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over Navy Road as a result of this agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the City limits.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
  - A. Perform routine blading of Navy Road (1.00 mile) when the County performs routine blading of other County maintained roads in the area.
  - B. Remit quarterly invoices to the City for actual costs incurred.  
**Note: County cannot sell bid item materials to the City.**
10. **Services to be Performed by City:**
  - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
  - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.



13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

\_\_\_\_\_/\_\_\_\_\_  
BILLIE JO UNDERWOOD / DATE  
CHAIRMAN

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
ROGER H. RENDLEMAN / DATE  
COUNTY ADMINISTRATOR



# Exhibit A - City of Orange Beach - Navy Road



- Legend**
- COUNTY ADDRESS POINT
  - 911 ROADS
  - ▬ ASPHALT
  - ▬ GRAVEL/DIRT



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a right of entry permit and license agreement with The Nature Conservancy for the restoration of Orange Beach Waterfront Park. (PW)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Right of Entry Permit License Agreement Nature Conservancy Robinson Walker Islands
2. 2026.02.27 Right of Entry Permit License Agreement Nature Conservancy Waterfront Park

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT WITH THE  
NATURE CONSERVANCY  
FOR THE RESTORATION OF ORANGE BEACH WATERFRONT PARK**

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FINDINGS:

1. The Nature Conservancy (hereinafter “TNC”) and the City of Orange Beach, Alabama (hereinafter the “City”) both desire for certain restoration work to be carried out at Orange Beach Waterfront Park, owned by the City.
2. The restoration work desired includes sand placement and shaping, rock breakwater installation, and vegetative plating (collectively, the “Work”).
3. TNC has obtained a federal grant from the National Oceanic and Atmospheric Administration (“NOAA”) to which may be used to fund the costs of the Work.
4. The City and TNC have reached an agreement (attached Exhibit A) wherein the City grants to TNC and its agents a permit and license (the “License”) to enter onto certain properties and adjacent submerged lands to perform and monitor the Work.
5. After having reviewed the attached agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Council authorizes the Mayor and City Clerk to execute and attest, respectively, the agreement between the City of Orange Beach, Alabama, and The Nature Conservancy as an act for and behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk

## RIGHT OF ENTRY PERMIT & LICENSE AGREEMENT

THIS RIGHT OF ENTRY PERMIT & LICENSE AGREEMENT (this “Agreement”) is made and entered into as of March \_\_\_\_, 2026 (the “Effective Date”) by and between **THE CITY OF ORANGE BEACH**, an Alabama municipal corporation (the “City”) and **THE NATURE CONSERVANCY**, a District of Columbia non-profit corporation (“TNC”). The City and TNC are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

### Preliminary Statement

TNC and the City desire to carry out certain restoration work on the Orange Beach Waterfront Park, which is owned by the City of Orange Beach. The subject restoration work includes sand placement and shaping, rock breakwater installation, and vegetative plating (collectively, the “Work”). The Work is more particularly described in Permit No. SAM-2025-00613-LHL issued by the Department of the Army, as modified from time to time, and jointly issued by the State of Alabama, Department of Natural Resources, State Lands Division, and issued for construction plans prepared by Moffatt & Nichol under Project No. 10995-03 (collectively, “Permits/Plans”). TNC has obtained a federal grant from the National Oceanic and Atmospheric Administration (“NOAA”) to fund the costs of the Work and the City has appointed, and hereby appoints, TNC as its agent to permit, construct (through a third-party contractor), oversee the construction and perform post-construction monitoring of the Work.

The Parties desire to enter into this Agreement to authorize TNC’s performance of the Work as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and TNC hereby agree as follows:

1. Grant of Permit & License. In consideration of TNC’s obtaining the funding and implementing the Work, the City grants and confirms unto TNC: (1) the right to enter upon the property constituting the Orange Beach Waterfront Park including, without limitation, Wolf Bay and the Wind and Water Learning Center and all adjacent submerged lands owned by the City and those for which the City has been given any rights to access and use as part of performing the Work (collectively, the “Property”), (2) the right to perform the Work (including, without limitation, altering the Property as necessary to implement the Work), and (3) the right to monitor the Work and the Property post-construction as necessary or desirable, including, without limitation, as may be requested by NOAA (collectively, the “Monitoring”). Subject to the terms and conditions of this Agreement, the City grants to TNC, its contractors, subcontractors and agents, and TNC accepts from the City, a permit and license (the “License”) to enter onto the Property to perform the Work, the Monitoring and any other activity or use contemplated by the Permits or reasonably inferred as part of completing the Work and the Monitoring, and to exercise the rights set forth above. Nothing herein shall be deemed to create a lease of the Property.

2. Term of License. The License will commence on the Effective Date hereof and shall terminate at 11:59 p.m. Central Time on December 30, 2036, unless sooner terminated pursuant to the terms hereof. The Parties may mutually modify, amend, extend or terminate this Agreement

through a written amendment executed by the Parties. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, provided however, if construction of the Work has commenced but has not been completed, no termination shall occur in the absence of a material default under this Agreement (and if a material default occurs, the non-defaulting Party shall provide reasonable notice and an opportunity to cure to the defaulting Party prior to electing to terminate).

3. Permitted Use. TNC may use the Property solely for the purposes contemplated under this Agreement and may not use the Property in violation of any laws or regulations applicable to the Property. TNC assumes no authority over the Property for purposes of controlling trespass, for controlling invasive plants or animals, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership.

4. Alterations. Except as provided for under this Agreement, TNC shall make no alterations or additions to the Property without City's prior consent in each instance, which such consent shall not be unreasonably withheld.

5. Warranty. All Work shall be performed in accordance with the Permits, and in a good and professional manner according to industry standard practices. All warranties provided by the contractors and subcontractors engaged by TNC to perform the Work shall be transferred and assigned to the City upon completion of the Work. TNC does not warrant the Work and shall have no liability to the City for the Work.

6. Coordination & Project Contacts. The Parties shall coordinate with each other on a regular basis during the construction of the Work, and thereafter during the Monitoring as necessary and appropriate. Project coordination may be by email, phone, in person meetings, and such other venue and vehicles as the Parties may agree upon. Project coordination information shall include notice to the City when the Work will commence and regular updates on the progress thereof, in addition to providing such additional information on the construction schedule as the City shall reasonably request. Unless and until updated information is provided by written notice in accordance with paragraph 11 of this Agreement, the "Project Contact" for each of the Parties is:

City: Phillip West, Director - Coastal Resources  
[pwest@orangebeachal.gov](mailto:pwest@orangebeachal.gov)  
Phone (251)981-6788

Nicole Woerner, Emergency Management Coordinator / Deputy Director -  
Coastal Resources  
[nwoerner@orangebeachal.gov](mailto:nwoerner@orangebeachal.gov)  
Phone (251)-981-1180

TNC: Katherine Baltzer – Coastal Projects Manager  
[k.l.baltzer@tnc.org](mailto:k.l.baltzer@tnc.org)  
(251)431-6934

Judy Haner – Coastal Programs Director  
[jhaner@tnc.org](mailto:jhaner@tnc.org)  
(251)433-1160

7. Liability. TNC agrees to be responsible for, and to hold the City harmless from and against any and all claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and litigation costs) resulting from injury to or death of persons or damage to property arising out of or resulting from the performance of the Work and use of the Property by TNC, its employees, contractors and agents under this Agreement, unless the injury, death or property damage was sustained as a result of any gross negligence, willful misconduct or malicious acts of the City, its employees, contractors and agents. This paragraph shall survive the expiration or termination of the term of the Agreement for the applicable statute of limitations period.

8. Costs of Enforcement. If the City or TNC commences an action against the other to enforce this Agreement or because of the breach by either the City or TNC of this Agreement, the prevailing party reserves the right to seek attorneys' fees and other out-of-pocket costs and expenses incurred in connection with the prosecution or defense of such action.

9. Intellectual Property, TNC Name and Logo. TNC shall own all of the monitoring data that is collected as a result of the pre- and post-restoration monitoring activities at the Property under this Agreement but shall provide copies of all such information to the City. Unless expressly authorized in a separate written agreement, the parties may not use the name, logo, or other intellectual property of the other in any manner, whether in conjunction with the Work, the License, this Agreement or otherwise.

10. No Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce the Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

11. Notices. Any and all notices, requests or other communications relating to this Agreement, or the performance of the Parties hereto, will be deemed to have been duly given if in writing and if transmitted by (a) hand delivery, delivered immediately upon delivery as indicated in the receipt therefor, (b) nationally recognized overnight delivery service, delivered when evidenced by the tracking records of the delivery service, or (c) registered mail, return receipt requested, delivered upon receipt or refusal as evidenced by the postal service's records, in each case to the Party entitled or required to receive such notice. Such written notice will be addressed as follows:

To the City: City of Orange Beach  
Attn: Director – Coastal Resources  
4099 Orange Beach Boulevard  
Orange Beach, Alabama 36561

To TNC: The Nature Conservancy, Alabama  
Attn: Judy Haner & Katherine Baltzer  
3700 1<sup>st</sup> Avenue North  
Birmingham, Alabama 35222

With a copy to: The Nature Conservancy, Global Legal Team  
Attn: Cynthia M. Montgomery, Esq.  
3700 1<sup>st</sup> Avenue North  
Birmingham, Alabama 35222

City of Orange Beach  
Attn: City Attorney  
P.O. Box 458  
Orange Beach, Alabama 36561

12. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Alabama, exclusive of its conflicts or choice of law principles. Venue for any action arising under this Agreement shall be in Baldwin County, Alabama.

13. Assignment. This Agreement is not assignable by either Party without the express written consent of the other Party.

14. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

15. Miscellaneous. This Agreement constitutes the complete agreement of the Parties with respect to the use of the Property and may not be modified or amended except by a writing signed by the party against whom enforcement is sought. The Parties acknowledge that this Agreement was the subject of fair negotiation between the Parties, and agree that neither Party shall be considered the “drafter” of the Agreement for the purpose of construing any of its terms and conditions. This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the City and TNC have executed this Agreement as of the date set forth below its signature, to be effective as of the day and year first above written.

**THE NATURE CONSERVANCY**

By: \_\_\_\_\_  
Mitchell Reid, Director of the Louisiana,  
Mississippi and Alabama Business Unit

Date: \_\_\_\_\_

**CITY OF ORANGE BEACH**

By: \_\_\_\_\_  
Tony Kennon, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Renee Eberly, City Clerk



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

---

**Departments:** City Clerk

**Description of Topic:** Resolution authorizing the execution of a task order with Wetland Sciences, Inc., to perform a wetland assessment of the proposed site for a new civic center in an amount not to exceed \$2,750. (CP)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

---

**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Task Order Wetland Sciences Civic Center
2. 2026.02.27 Task Order Wetland Sciences Civic Center

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
TASK ORDER WITH WETLAND SCIENCES, INC.  
TO PERFORM A WETLAND ASSESSMENT OF THE PROPOSED SITE  
FOR A NEW CIVIC CENTER  
IN AN AMOUNT NOT TO EXCEED \$2,750**

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FINDINGS:

1. The Orange Beach City Council, by Resolution No. 22-181 adopted September 20, 2022, approved a contract with Wetland Sciences, Inc., to perform certain environmental consulting and ecological services (“the Contract”).
2. The Contract authorized work to be assigned by one or more task orders approved from time to time by the City Council.
3. The City Engineer has submitted a task order (attached Exhibit A) for Council approval.
4. The proposed Task Order requires Wetland Sciences, Inc., to perform a wetland assessment of the proposed site for a new civic center.
5. The scope of work described in the Task Order is authorized by the Contract and furthers public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the Task Order as presented to Council between the City of Orange Beach and Wetland Sciences, Inc., on behalf of the City of Orange Beach subject to final approval by the City Attorney;
2. That the City Council authorizes payment in an amount not to exceed \$2,750.00 to Wetland Sciences, Inc., to complete the Task Order as presented; and
3. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk



February 24, 2026

*Via Email; cpappas@orangebeachal.gov*

Chris Pappas, PE  
City Engineer  
City of Orange Beach  
P.O. Box 2432  
4101 Orange Beach Blvd.  
Orange Beach, AL 36561

**Re:     *Wetland Delineation Quote  
4 parcels Canal Road, City of Orange Beach  
WSI Reference #2026-156***

Dear Chris,

As discussed yesterday, attached is a proposed *Agreement for Professional Services [AGREEMENT]* to perform a field wetland assessment within four parcels totaling approximately 14 acres located on Canal Road in Baldwin County, Alabama. The Baldwin County Revenue Commission identifies the properties by Parcel Identification Numbers (PIN): 46136,6257,6262, and 18738. The following are proposed terms of the *AGREEMENT* to be provided by Wetland Sciences, Inc. (WSI) and The City of Orange Beach (CLIENT):

**I.       SCOPE OF WORK**

**Task 1 – Field Delineation of Wetland Resources**

A jurisdictional determination of all wetlands regulated under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, and used to generate an AutoCAD drawing depicting the jurisdictional location within the parcel’s boundaries.

**II.       DELIVERABLES**

Wetland Sciences, Inc. will provide a map depicting the extent of wetlands within the assessment area along with a written report, and appropriate data sheets detailing our findings.

**III.      SCHEDULE**

WSI shall begin work upon execution of this AGREEMENT. Field work is expected to take 10-14 days to complete. Inclement weather, access to the site, and other factors may affect the Schedule. WSI will attempt to communicate with CLIENT for expected completion of deliverables.

**FEES AND EXPENSES (not to exceed)**

Task 1 Field Delineation of Wetland Resources.....\$2750.00

**IV. PAYMENT AND SERVICES**

Services and expenses will be invoiced monthly on a percent complete basis in accordance with this AGREEMENT and the attached General Contract Conditions. Please note that WSI requires payment for services rendered within 15 days of invoice submittal.

If you would like us to proceed with the services described above, please sign this proposed AGREEMENT and return a signed copy to us which will serve as our *Notice to Proceed*. This proposal is valid for 30 days from the date of this letter. Should you have any questions regarding this proposal, please contact me at (850) 453-4700 or [craig@wetlandsciences.com](mailto:craig@wetlandsciences.com).

**WETLAND SCIENCES, INC.**



Craig Martin  
Senior Scientist

Signed: \_\_\_\_\_  
Name (CLIENT) Date

\_\_\_\_\_  
(City, State and Zip Code)



**REGULAR COMMITTEE OF THE WHOLE MEETING  
MARCH 3, 2026**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing execution of agreements to grant underground electric line easements to Baldwin County Electric Membership Corporation. (CP)

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 03-17-26 26-xxx Authorize Easements Baldwin EMC Underground Electric Lines Russian Road
2. 2026.02.27 Easement Agreement Baldwin EMC Roscoe Road
3. 2026.02.27 Easement Agreement Baldwin EMC Russian Road

**RESOLUTION NO. 26-xxx**

**A RESOLUTION AUTHORIZING EXECUTION OF  
AGREEMENTS TO GRANT UNDERGROUND ELECTRIC LINE EASEMENTS TO  
BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**

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FINDINGS:

1. The City of Orange Beach currently owns two properties identified in Baldwin County Tax Records as Parcel No. 05-61-06-23-0-000-011.006, PIN 208996 and Parcel No. 05-61-06-23-0-000-002.000, PIN 37379 (hereinafter the “Properties”), portions of which abut Russian Road.
2. Baldwin County Electric Membership Corporation (hereinafter “Baldwin EMC”) is planning to construct powerlines on Russian Road which will feed power to the property where the City desires to build the Orange Beach Safe Room as a part of FEMA’s Hazard Mitigation Program. The Safe Room will serve as a storm shelter for First Responders during major storms, natural or man-made disasters, and other events requiring evacuation from the island and/or safe shelter for personnel.
3. Baldwin EMC would be required to position power poles in such proximity to the aforementioned Properties as to necessitate Easements from the City of Orange Beach which would allow them to properly maintain the areas surrounding the power poles and lines and prevent vegetation and trees from interfering with their operation.
4. The City wishes to grant Baldwin EMC two Electric Line Right of Way Easements for the above-stated purpose.
5. After having reviewed the Agreements (attached Exhibits A and B) the City Council has determined that the provisions are in the best interest of the City of Orange Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized execute the Agreements in substantially the form and of substantially the content now before the City Council between the City of Orange Beach, Alabama, and Baldwin County Electric Membership Corporation, as an act for and on behalf of the City of Orange Beach, subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17<sup>th</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 26-xxx, which was duly and legally adopted at a regular meeting of the City Council on March 17, 2026.

\_\_\_\_\_  
City Clerk

**ELECTRIC LINE - RIGHT OF WAY EASEMENT  
CORPORATION or LLC**

Know all men by these presents, that the undersigned, \_\_\_\_\_  
\_\_\_\_\_

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Baldwin County Electric Membership Corporation, a Rural Electric Cooperative (hereinafter called the "Cooperative") whose post office address is Summerdale, Alabama, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Baldwin, State of Alabama, and more particularly described as follows:

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Parcel No: \_\_\_\_\_

**SUBJECT TO** any and all easements, restrictions, reservations and right-of-way affecting the property which is of record in the Office of the Judge of Probate of the County where the property is situated.

Including, in addition, such area as is necessary to properly install guys and anchors for line angle and dead end structures located upon said easement;

and to construct, operate and maintain an electrical distribution line or systems on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those by the following persons:

\*in witness whereof, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Corporation or LLC

By: \_\_\_\_\_ **(L.S.)**

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Notary)

\_\_\_\_\_  
Print

My Commission expires \_\_\_\_\_ 20\_\_

Affix Seal Here

Baldwin EMC Use Only			
Address:			
Subdivision:			
Work Order #			
Township	Range	Section	Pole Number

ACKNOWLEDGMENT FORM FOR CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

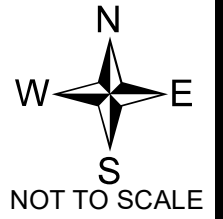
I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ [president, vice president, etc.] of \_\_\_\_\_, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Exhibit "A"



Russian Road

Roscoe Road

10' power line easement

Parcel No. 05-61-06-23-0-000-002.000  
City of Orange Beach, Alabama  
P O Box 458  
Orange Beach, AL 36561

■■■■■ Easement Area



BALDWIN  
EMC

Sec. 23, Township 8 South, Range 4 East  
Baldwin County, AL  
February 2026

## REQUIREMENTS FOR COMPLETION OF EASEMENT

- 1) PRINT ALL NAMES ON TOP TWO LINES AS THEY APPEAR ON PROPERTY DEED.
- 2) EASEMENT DESCRIPTION – PRINT THE EASEMENT DESCRIPTION IN THE BLANK SPACE IN THE MIDDLE OF THE FORM OR ATTACH A COPY OF YOUR LEGAL DESCRIPTION TO THE FORM.
- 3) DATE THE EASEMENT.
- 4) EXECUTION OF THE EASEMENT.
  - A) FOR INDIVIDUALS & PARTNERSHIPS  
THIS EASEMENT MUST BE SIGNED BY ALL PARTIES LISTED ON THE DEED. THE SIGNATURES MUST BE WITNESSED BY TWO PEOPLE OR NOTARIZED.
  - B) FOR CORPORATIONS  
THIS EASEMENT MUST BE SIGNED BY THE OFFICER OR OFFICERS WHO HAVE THE AUTHORITY TO EXECUTE EASEMENTS FOR THE CORPORATION. NOTARY MUST SIGN THE ACKNOWLEDGEMENT FORM FOR CORPORATIONS AND THE EASEMENT FORM.
  - C) FOR LLC'S  
THIS EASEMENT MUST BE SIGNED BY THE MANAGER OR MANAGERS WHO ARE AUTHORIZED TO EXECUTE EASEMENTS FOR THE LLC. NOTARY MUST SIGN THE ACKNOWLEDGEMENT FORM FOR THE LLC'S AND THE EASEMENT FORM.
- 5) WITNESSING THE EASEMENT.
  - A) A WITNESS MUST BE AT LEAST 18 YEARS OLD.
  - B) A WITNESS MUST NOT BE RELATED TO THE PROPERTY OWNER.
- 6) PLEASE RETURN THE ORIGINAL SIGNED EASEMENT FORMS BACK TO BALDWIN EMC, P.O. BOX 220 SUMMERDALE, AL 36580.

**ELECTRIC LINE - RIGHT OF WAY EASEMENT  
CORPORATION or LLC**

Know all men by these presents, that the undersigned, \_\_\_\_\_  
\_\_\_\_\_

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Baldwin County Electric Membership Corporation, a Rural Electric Cooperative (hereinafter called the "Cooperative") whose post office address is Summerdale, Alabama, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Baldwin, State of Alabama, and more particularly described as follows:

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Parcel No: \_\_\_\_\_

**SUBJECT TO** any and all easements, restrictions, reservations and right-of-way affecting the property which is of record in the Office of the Judge of Probate of the County where the property is situated.

Including, in addition, such area as is necessary to properly install guys and anchors for line angle and dead end structures located upon said easement;

and to construct, operate and maintain an electrical distribution line or systems on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those by the following persons:

\*in witness whereof, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Name of Corporation or LLC

By: \_\_\_\_\_ **(L.S.)**

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Notary)

\_\_\_\_\_  
Print

My Commission expires \_\_\_\_\_ 20\_\_

Affix Seal Here

Baldwin EMC Use Only			
Address:			
Subdivision:			
Work Order #			
Township	Range	Section	Pole Number

ACKNOWLEDGMENT FORM FOR CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

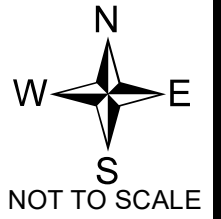
I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ [president, vice president, etc.] of \_\_\_\_\_, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Exhibit "A"



Russian Road

10' power line easement

Parcel No. 05-61-06-23-0-000-011.006  
City of Orange Beach, Alabama  
P O Box 458  
Orange Beach, AL 36561

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Sec. 23, Township 8 South, Range 4 East  
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February 2026

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