

EXHIBIT 2

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SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release is entered into between Plaintiffs American Civil Liberties Union, American Civil Liberties Union of Illinois, Chicago Alliance Against Sexual Exploitation, Sex Workers Outreach Project Chicago, Illinois State Public Interest Group, Inc., and Mujeres Latinas en Acción (collectively, “Plaintiffs”) and Defendant Clearview AI, Inc. (“Defendant” or “Clearview”) (together, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all the claims specified below, subject to the terms and conditions set forth and agreed to herein.

RECITALS

WHEREAS, Plaintiffs filed a lawsuit against Defendant on May 28, 2020, alleging that Clearview violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*, by collecting facial geometry without consent, captioned *ACLU v. Clearview AI, Inc.*, 2020 CH 04353 (Cir. Ct. Cook Cty., Ill.) (“the Action”);

WHEREAS, Clearview filed a motion to dismiss the complaint, which was fully briefed and argued, and which was denied by the Court on August 27, 2021;

WHEREAS, Clearview denies and disputes the claims set forth in the complaint and filed its answer, affirmative defenses, and counterclaim on September 24, 2021;

WHEREAS, Plaintiffs deny and dispute the claims set forth in Clearview’s affirmative defenses and counterclaim and filed their reply on October 25, 2021;

WHEREAS, without any admission as to fault, liability, or wrongdoing or as to the validity of the other Parties’ positions, the Parties desire to avoid the further expense and uncertainties attendant with litigation, to settle and voluntarily compromise the causes of action set forth in Plaintiffs’ complaint and Clearview’s counterclaim, and to enter a stipulated injunction and covenant not to sue upon the terms set forth below; and

WHEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that the Action and the claims released as against the Parties identified below shall be finally and fully compromised, settled, and resolved on the terms and conditions set forth in this Agreement, as a good faith, fair, reasonable, and adequate settlement.

AGREEMENT

1. Private Entity and Individual Ban. Clearview agrees to entry of a permanent nationwide injunction prohibiting Clearview from granting paid or free access to the Clearview database of alleged facial vectors at issue in Plaintiffs’ complaint and Clearview’s counterclaim (the “Clearview App”) to: (1) any private entity or private individuals, except (a) as consistent with 740 ILCS 14/25 (and applicable law referred to therein) or (b) in compliance with the requirements of 740 ILCS 14/15; and (2) any individual government employee who is not acting in their official capacity on behalf of a State or federal government agency, or local unit of government. For the avoidance of doubt, this Private Entity Ban in no way limits Clearview’s

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ability to work with federal government agencies (or State government agencies outside of Illinois) and contractors engaged in authorized support for and under contracts with such government agencies at all levels and locations.

The terms of the injunction set forth in this Paragraph 1 are subject to, and will no longer be applicable upon, a material amendment to BIPA or other federal, state, local, or statutory law that would permit Clearview to grant access to the Clearview App to private entities or individuals in the absence of this injunction. Clearview may petition the Court for dissolution of this injunction in the event of such a change in law. Plaintiffs may oppose.

The Parties will submit a proposed consent order to the Court in the form of Exhibit A that will (a) set forth the terms of the injunction described in this Paragraph 1 and Paragraph 2 below, and will require the Parties to comply with those terms; (b) dismiss the case with prejudice, subject to the terms and conditions of this Settlement Agreement; and (c) retain the Court's jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the settlement agreement, the consent order, and for any other necessary purpose, without affecting the finality of the judgment of dismissal. The Court's entry of Exhibit A or a materially identical order to Exhibit A shall be known as the "Consent Order."

2. Illinois State Ban. Clearview agrees to the entry of an injunction for a period of five (5) years from the date of the entry of the Consent Order prohibiting Clearview from granting either paid or free access to Illinois state, county, local, or other government agencies and contractors working for those agencies in Illinois, including state and local police departments and other state and local law enforcement agencies (the "Illinois State and Local Agencies"), to the Clearview App. Clearview further agrees to the entry of an injunction for a period of five (5) years from the date of the entry of the Consent Order prohibiting Clearview from granting either paid or free access to the Clearview App to any private entity located in Illinois, even if said transaction is otherwise permissible under 740 ILCS 14/25 (and applicable law referred to therein), or 740 ILCS 14/15. Clearview also agrees not to grant either paid or free access to any individual employees of the Illinois State and Local Agencies during this period, including when they are acting in their official capacities. For the avoidance of doubt, this Illinois State Ban in no way limits Clearview's ability to work for (1) federal, and (2) other State government agencies outside of Illinois, and (3) contractors engaged in authorized support for and under contracts with such federal and other State government agencies at all levels and locations.

3. No Other Limitations. Outside of the Private Entity and Individual Ban in Section 1 and time-limited Illinois State Ban in Section 2, there will be no restrictions on Clearview's ability to contract with third parties. For the avoidance of doubt, no provision of this Settlement Agreement shall be construed to limit Clearview's ability to work with federal government agencies (even those in Illinois), and any other State or local government agencies outside of Illinois, or contractors engaged in authorized support for and under contracts with such government agencies. Additionally, for the avoidance of doubt, the Agreement also permits internal uses of the Clearview App by Clearview that are the result of its work as a contractor, subcontractor, or agent of a State or federal government agency, or local or other unit of government (e.g., internal testing).

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4. Release of Defendant. Upon entry of the Consent Order, Plaintiffs will release and forever discharge Clearview and any of its past or present direct and indirect parents, subsidiaries, affiliates, associates, predecessors, successors, and each of their respective officers, directors, employees, agents, attorneys, insurers, underwriters, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns (collectively, the “Clearview Related Persons”) from any and all past and present claims or causes of action, whether known or unknown, including claims arising under or relating to the Illinois Biometric Information Privacy Act (“BIPA”) or other federal, state, local, statutory, or common law, arising from Plaintiffs’ allegations, including all actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act regarding the collection, capture, receipt, storage, use, profit from, purchase, possession, retention, destruction, disclosure, and/or dissemination of alleged or actual facial geometry, alleged or actual scans of facial geometry, alleged or actual faceprints, alleged or actual facial vectors, alleged or actual biometric information, alleged or actual biometric identifiers, or alleged or actual biometric data.

5. Covenant Not to Sue. Plaintiffs covenant not to sue Clearview for any and all future claims or causes of action under the Illinois Biometric Information Privacy Act (“BIPA”) or other federal, state, local, statutory, or common law, arising from Clearview’s business practices as alleged in Plaintiffs’ complaint or as alleged in Clearview’s counterclaim. This covenant not to sue is contingent on Clearview’s compliance with the Consent Order and Settlement, and neither the release set forth in Paragraph 4 nor the covenant not to sue set forth in this Paragraph 5 preclude an action to enforce the Consent Order or terms of the Settlement.

The covenant not to sue set forth in this Paragraph 5 can be modified if both of the following two conditions are met: (1) the injunction entered by the Court containing the terms set forth in Paragraph 2 has expired by operation of its terms and (2) there is a material amendment to BIPA or other federal, state, local, statutory, or common law that would prohibit or limit Clearview from granting access to the Clearview App to the Illinois State and Local Agencies. If both conditions occur, Plaintiffs may petition the Court to modify the covenant not to sue to permit Plaintiffs to sue based on allegations arising from Clearview’s providing access to the Clearview App to Illinois State and Local Agencies in violation of the new material amendment to BIPA or other federal, state, local, or statutory law, if any.

6. Deletion of Facial Vectors. Clearview agrees to delete all facial vectors in the Clearview App that existed before Clearview ceased providing or selling access to the Clearview App to private individuals and entities (the “Old Facial Vectors”). This term does not preclude Clearview from creating or re-creating facial vectors to the extent that Clearview does so at a time when it operates (a) under an exemption to BIPA as detailed in 740 ILCS 14/25 (and applicable law referred to therein) or (b) in compliance with the requirements of 740 ILCS 14/15. Clearview represents that it currently operates under an exemption to BIPA as detailed in 740 ILCS 14/25 (and applicable law referred to therein). Plaintiffs understand that Clearview will re-create or already has recreated the facial vectors at a time when it operates/operated under an exemption to BIPA as detailed in 740 ILCS 14/25 (and applicable law referred to therein) as this Settlement Agreement permits, which will not be/is not a breach of this Settlement Agreement. Clearview is currently under document preservation obligations in other ongoing litigation, and therefore cannot delete the Old Facial Vectors until those obligations expire. Until that time, Clearview will not

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access or use the Old Facial Vectors, except as required for those ongoing litigation purposes. Clearview shall comply with its obligations under this Paragraph to cease access to or use of the Old Facial Vectors (except for the ongoing litigation purposes) within fourteen (14) days of the entry of the Consent Order. Upon the expiration of Clearview's document preservation obligations, Clearview shall comply with its obligation to delete the Old Facial Vectors within fourteen (14) days of the expiration of the document preservation obligations identified in this Paragraph 6.

7. Opt-Out Program for Illinois Residents. Clearview shall maintain a publicly-available internet-based opt-out request form for Illinois residents. A person, or, if a person is under the age of 18 or legally incapacitated, that person's parent or legal guardian, can use this form to submit a photograph of the person. Clearview will then use the photograph to block any search results that include photographs of that Illinois resident and to prevent future collection of photographs containing that Illinois resident, to the best of Clearview's ability. Clearview shall prohibit use of or access to the submitted photographs and facial vectors generated therefrom for any purpose other than effectuating the opt-out program described in this Paragraph 7 or fulfilling its discovery obligations in any relevant litigation. The opt-out program is subject to and can be modified pursuant to a future material change in BIPA or other federal, state, local, statutory, or common law. Clearview also agrees to provide a one-time total payment of \$50,000 to disseminate Internet notice via Google, Facebook, or other reasonable Internet-based advertisements to publicize the opt-out program to Illinois residents, which will be accomplished within fourteen (14) days of the entry of the Consent Order by a contractor to be approved by both Plaintiffs and Clearview. Payment for the notice program shall be paid to an account provided by Plaintiffs' Counsel to Clearview.

8. Illinois Photo Screening. Clearview shall maintain for five (5) years from the date of the entry of the Consent Order Clearview's filter program of screening out, to the best of Clearview's ability, Illinois-based photographs from the Clearview App. Specifically, Clearview shall filter photographs that are geotagged as having been uploaded in Illinois or that have metadata associating them with a geolocation within Illinois from search results in the Clearview App. For the five-year period, Clearview will not access or use the Illinois-based photographs, except as required for litigation purposes.

9. Attorneys' Fees. Clearview agrees to pay a total of \$250,000 in reasonable attorneys' fees and costs to Plaintiffs' Counsel (the "Fees"). The Fees will be paid in four equal installments over a one-year period beginning seven (7) days from the entry of the Consent Order and continuing every three (3) months thereafter until paid in full. Fees shall be paid to an account provided by Plaintiffs' Counsel to Clearview. Aside from these payments, each Party will bear its own attorneys' fees, litigation expenses, and costs in connection with the Action.

10. Dismissal. Plaintiffs will move the Court for entry of Exhibit A within seven (7) days of the execution of this Settlement Agreement.

11. Enforceability of Consent Order and Settlement Agreement. The Parties to the Settlement Agreement are expressly permitted, individually or collectively, to enforce the Consent Order and Settlement Agreement. Defendant waives any argument about standing or organizational standing as to any Plaintiff that is a party to the Settlement Agreement, or as to any organizational successor to any Plaintiff that is a party to the Settlement Agreement, to enforce the Consent Order

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or Settlement Agreement. The Consent Order and Settlement Agreement shall not confer any rights or remedies upon any person or entity other than the Parties to the Settlement Agreement and no third party may move to enforce, clarify, or modify the Consent Order or any provision of the Settlement Agreement.

12. No Admission of Liability. This Agreement is executed by the Parties for the sole purpose of compromising the matters between them involved in the Action, and it is expressly understood and agreed as a condition hereof, that this Agreement shall not constitute or be construed as an admission of liability, negligence or fault of the Parties, or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted in the Action.

13. Representations. The Parties represent that, respectively, they (a) have read this entire Agreement and understand its terms; (b) have been given a reasonable and adequate period of time to consider this Agreement before signing it; (c) fully understand the terms and effects of this Agreement; (d) fully understand their right to discuss all aspects of this Agreement with an attorney of their choice, and have availed themselves of this right; and (e) are voluntarily executing this Agreement by their own free act and deed.

14. Binding Authority. Each Party further represents that the individuals signing this Agreement have the requisite authority to bind the Parties to the terms of the Agreement and are signing such Agreement as each respective Party's duly authorized agent or representative.

15. Binding on Successors. This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

16. Entire Agreement. This Agreement constitutes the full and complete agreement of the Parties and supersedes any and all prior understandings, promises, representations and agreements, oral or written, with respect to the subject matter hereof.

17. Reliance and Integration. No statements, promises, or representations have been made by any Party, or relied upon, and no consideration has been or is offered, expected, or held out, other than as stated in this Agreement. All prior discussions, negotiations, and agreements have been, and are, merged and integrated into, and are superseded by this Agreement.

18. Modifications and Waiver. No modifications or waiver of the provisions of this Agreement will be valid unless made in writing and signed by a duly authorized representative of each Party. This Agreement may not be amended, modified or changed orally.

19. Construction and Interpretation. Neither Party nor any of the Parties' respective attorneys will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

20. Cooperation. The Parties and their respective attorneys agree to cooperate fully with one another and to use their best efforts to effect the consummation of this Agreement.

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21. Severability. To the extent any provision of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions of the Agreement shall not be affected and shall be given full force and effect.

22. Modification. To the extent the Court declines to enter the injunction in material part, the Parties agree to confer regarding a resolution acceptable to both sides and work in good faith to carry out this Settlement. In the event that resolution cannot be reached, a Party may terminate this Settlement Agreement on 14 days' written notice to the opposing Parties.

23. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, or facsimiles of executed copies of this Agreement shall be treated as originals.

24. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Illinois without regard to its choice of law provisions and shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors, and assigns

25. Recitals. The recitals set forth *supra* are incorporated by this reference and are part of this Agreement.

26. Notices. All notices, requests, demands, or other communications required or contemplated hereunder or relating hereto shall be in writing and forwarded by overnight delivery or by hand, with a copy by email, and addressed as follows:

a. *If to Plaintiffs:*

Eli Wade-Scott
ewadescott@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654

Nathan Freed Wessler
nwessler@aclu.org
Vera Eidelman
veidelman@aclu.org
AMERICAN CIVIL LIBERTIES UNION FOUNDATION
125 Broad Street, 18th Floor
New York, New York 10004

Rebecca K. Glenberg
rglenberg@aclu-il.org
ROGER BALDWIN FOUNDATION OF ACLU, INC.
150 North Michigan Avenue, Suite 600
Chicago, IL 60601

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b. *If to Defendant:*

Precious Jacobs-Perry
Andrew Lichtman
Lee Wolosky
Pjacobs-perry@jenner.com
Alichtman@jenner.com
Lwolosky@jenner.com
Jenner & Block LLP
353 North Clark Street
Chicago, Illinois 60654

and

Floyd Abrams
Joel Kurtzberg
Fabrams@cahill.com
Jkurtzberg@cahill.com
Cahill Gordon & Reindel LLP
32 Old Slip
New York, NY 10005

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EXECUTION VERSION

ON BEHALF OF AMERICAN CIVIL LIBERTIES UNION

Dated: May 4, 2022 By: Terence Dougherty
Print: Terence Dougherty
Title: Deputy Executive Director & General Counsel

ON BEHALF OF AMERICAN CIVIL LIBERTIES UNION OF ILLINOIS

Dated: May 4, 2022 By: Colleen Connell
Print: Colleen Connell
Title: Executive Director

ON BEHALF OF CHICAGO ALLIANCE AGAINST SEXUAL EXPLOITATION

Dated: May 4, 2022 By: Kaethe Morris Hoffer
Print: Kaethe Morris Hoffer
Title: Executive Director

ON BEHALF OF SEX WORKERS OUTREACH PROJECT CHICAGO

Dated: May 4, 2022 By: _____
Print: _____
Title: _____

ON BEHALF OF ILLINOIS STATE PUBLIC INTEREST RESEARCH GROUP, INC.

Dated: May 4, 2022 By: Abraham Scarr
Print: Abraham Scarr
Title: Director

ON BEHALF OF AMERICAN CIVIL LIBERTIES UNION

Dated: May 4, 2022

By: Terence Dougherty

Print: Terence Dougherty

Title: Deputy Executive Director & General Counsel

ON BEHALF OF AMERICAN CIVIL LIBERTIES UNION OF ILLINOIS

Dated: May 4, 2022

By: Colleen Connell

Print: Colleen Connell

Title: Executive Director

ON BEHALF OF CHICAGO ALLIANCE AGAINST SEXUAL EXPLOITATION

Dated: May 4, 2022

By: Kaethe Morris Hoffer

Print: Kaethe Morris Hoffer

Title: Executive Director

ON BEHALF OF SEX WORKERS OUTREACH PROJECT CHICAGO

Dated: May 4, 2022

By: Leah Levine

Print: Leah Levine

Title: SWOP Chicago Legal Clinic Coordinator and Policy Advocate

ON BEHALF OF ILLINOIS STATE PUBLIC INTEREST RESEARCH GROUP, INC.

Dated: May 4, 2022


By: Abraham Scarr

Print: Abraham Scarr

Title: Director

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ON BEHALF OF MUJERES LATINAS EN ACCIÓN

Dated: May 4, 2022 By: 

Print: Linda X. Tortolero

Title: President and CEO

ON BEHALF OF CLEARVIEW AI, INC.

Dated: May 4, 2022 By: _____

Print: _____

Title: _____

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ON BEHALF OF MUJERES LATINAS EN ACCIÓN

Dated: May 4, 2022

By: _____

Print: _____

Title: _____

ON BEHALF OF CLEARVIEW AI, INC.

Dated: May 4, 2022

By: _____

DocuSigned by:
Hoan Ton-That
4185B67858E34A2

Hoan Ton-That

Print: _____

Title: CEO

EXHIBIT A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

AMERICAN CIVIL LIBERTIES UNION,
AMERICAN CIVIL LIBERTIES UNION OF
ILLINOIS, CHICAGO ALLIANCE AGAINST
SEXUAL EXPLOITATION, SEX WORKERS
OUTREACH PROJECT CHICAGO,
ILLINOIS STATE PUBLIC INTEREST
RESEARCH GROUP, INC., and MUJERES
LATINAS EN ACCIÓN,

Plaintiffs,

v.

CLEARVIEW AI, INC., a Delaware
corporation,

Defendant.

Case No.: 2020 CH 04353

Honorable Pamela McLean Meyerson

**CONSENT ORDER OF PERMANENT AND TIME-LIMITED INJUNCTIONS
AGAINST DEFENDANT CLEARVIEW AI, INC.**

On May 28, 2020, Plaintiffs American Civil Liberties Union (“ACLU”), American Civil Liberties Union of Illinois (“ACLU-IL”), Chicago Alliance Against Sexual Exploitation (“CAASE”), Sex Workers Outreach Project Chicago (“SWOP-Chicago”), Illinois State Public Interest Research Group, Inc. (“Illinois PIRG”), and Mujeres Latinas en Acción (“Mujeres”) brought a complaint seeking injunctive relief against Defendant Clearview AI, Inc. (“Clearview”) for alleged violations of the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* On August 27, 2021, this Court entered an order denying Clearview’s motion to dismiss for lack of personal jurisdiction under 735 ILCS 5/2-209 and challenging the legal sufficiency of the complaint under section 2-615. On September 24, 2021, Clearview filed its answer, affirmative defenses, and counterclaim. This Order is being entered to effectuate the settlement of the matters alleged in the complaint and counterclaim without a trial on the merits or any further judicial proceedings, and without admission of any fact alleged or liability of any kind.

EXHIBIT A

Findings

1. The Court has subject matter jurisdiction over the subject matter in the action.
2. The Court exercises personal jurisdiction over the Defendant solely for the purpose of entering the injunction contained in this Consent Order.
3. Plaintiffs originally brought this action under the Illinois Biometric Information Privacy Act (BIPA), 740 ILCS 14/1 *et seq.* and, Defendant filed a counterclaim under BIPA, 740 ILCS 14/25(e).
4. The Parties have entered into a Settlement Agreement, dated [DATE] (the “Settlement Agreement”), without any admission as to fault, liability, or wrongdoing or as to the validity of the other Parties’ positions. In light of the Parties’ agreement, the Court enters this Consent Order in resolution of the Parties’ dispute. The Court makes no final determination on the merits of either Parties’ arguments.

Order

NOW THEREFORE, on the basis of these findings, and for the purpose of effectuating the settlement agreed to by the Parties, IT IS HEREBY ORDERED AS FOLLOWS:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the settlement agreement that was filed with the Court.
2. Clearview is permanently enjoined from granting paid or free access to the Clearview database of alleged facial vectors at issue in Plaintiffs’ complaint and Clearview’s counterclaim anywhere in the United States (the “Clearview App”) to: (1) any private entity or private individuals, except (a) as consistent with 740 ILCS 14/25 (and applicable law referred to therein) or (b) in compliance with the requirements of 740 ILCS 14/15 and (2) any individual government employee who is not acting in their official capacity on behalf of a State or federal

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government agency, or local unit of government. For the avoidance of doubt, the private entity and private individual injunction in no way limits Clearview's ability to work with federal or other State government agencies and contractors engaged in authorized support for and under contracts with such federal or other State government agencies at all levels and locations.

3. The permanent injunction entered by the Court in the above Paragraph 2 is subject to, and will no longer be applicable if there is, a material amendment to BIPA or other federal, state, local, or statutory law that would permit Clearview to grant access to the Clearview App to private entities or individuals in the absence of this injunction. Clearview may petition the Court for dissolution of this injunction in the event of such a change in law. Plaintiffs may oppose such petition.

4. For a period of five (5) years from the date of the entry of this Order, Clearview is enjoined from granting either paid or free access to Illinois state, county, local, or other government agencies (but is not restricted from permitting such access for federal other State government agencies and contractors engaged in authorized support for and under contracts with such federal and other State government agencies at all levels and locations) and contractors working for those agencies in Illinois, including state and local police departments and other state and local law enforcement agencies (the "Illinois State and Local Agencies"), to the Clearview App.

5. Clearview is further enjoined for a period of five (5) years from the date of the entry of this Order from granting either paid or free access to the Clearview App to any private entity located in Illinois, even if said transaction is otherwise permissible under 740 ILCS 14/25 (and applicable law referred to therein), or 740 ILCS 14/15. Clearview also may not grant either paid or free access to any individual employees of Illinois State and Local Agencies during this period, including when they are working in their official capacities.

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6. Outside of the injunctive relief described in Paragraphs 2, 4, and 5, this Consent Order does not restrict Clearview's ability to contract with third parties, including with any and all federal government agencies (even those in Illinois), and any other State or local government agencies, or contractors engaged in authorized support for and under contracts with such government agencies. For the avoidance of doubt, this Order permits internal uses of the Clearview App by Clearview that are incidental to its work as a contractor, subcontractor, or agent of a State or federal government agency, or local or other unit of government (e.g., internal testing).

7. The Parties to the Settlement Agreement are expressly permitted, individually or collectively, to enforce this Consent Order and the Settlement Agreement. This Consent Order and the Settlement Agreement shall not confer any rights or remedies upon any person or entity other than the Parties to the Settlement Agreement and no third party may move to enforce, clarify, or modify the Consent Order or any provision of the Settlement Agreement.

8. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters judgment and dismisses the Action on the merits and with prejudice.

9. Without affecting the finality of this judgment, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the settlement agreement, the injunctions contained in this Order, and for any other necessary purpose related thereto.

IT IS SO ORDERED.

ENTERED: _____

HON. PAMELA MCLEAN MEYERSON
COOK COUNTY CIRCUIT JUDGE