

DATA PROCESSING ADDENDUM

**Data Processing Addendum
(including CJIS Requirements)
to the Neatoware General Terms and Conditions
Version 2026-07-25**

This Data Processing Addendum (“DPA”) forms part of the Neatoware General Terms and Conditions (“Conditions”) and any applicable Product and Services Agreement, Plan, Order, or related arrangement between Neatoware LLC (“Neatoware,” “Consultant,” “We,” “Us,” “Our,” or “Processor”) and the Client (“Client,” “Customer,” “You,” “Your,” or “Controller”).

1. PURPOSE AND SCOPE

This DPA applies to the extent Neatoware processes Personal Data or Criminal Justice Information (CJI) on behalf of the Client in the course of providing Managed Services, RMM, monitoring, backup, remote access, security, or related Services.

For purposes of this DPA:

- The Client is the **Controller**.
- Neatoware is the **Processor**.

When the Client is a Criminal Justice Agency (CJA) or Governmental Non-Criminal Justice Agency (G-NCJA) and the Services involve systems that process CJI, the additional CJIS requirements in Section 12 also apply.

2. DEFINITIONS

Capitalized terms not defined here have the meanings given in the Conditions.

“Personal Data” means any information relating to an identified or identifiable natural person that Neatoware processes on behalf of the Client.

“Criminal Justice Information” or “CJI” means data defined as such under the FBI CJIS Security Policy and applicable Georgia law, including criminal history record information and other information related to the administration of criminal justice.

“Processing” includes collection, storage, access, use, disclosure, transmission, and deletion.

Neatoware

DATA PROCESSING ADDENDUM

“Applicable Data Protection Law” means all privacy, data protection, and criminal justice information laws applicable to the Processing, including Georgia law, CCPA/CPRA (where applicable), GDPR (where applicable), the FBI CJIS Security Policy, and the Rules of the Georgia Crime Information Center (O.C.G.A. § 35-3-30 et seq.).

3. NATURE AND PURPOSE OF PROCESSING

Neatoware will Process Personal Data and CJI only as necessary to:

- Provide the contracted Managed Services, RMM, monitoring, remote support, backup, security, and related Services;
- Maintain, secure, and support systems that process such data;
- Comply with the Client’s documented instructions and Applicable Data Protection Law; and
- Perform its obligations under the Conditions and this DPA.

Neatoware will not Process Personal Data or CJI for any other purpose without the Client’s prior written instruction or as required by law.

4. CLIENT RESPONSIBILITIES

The Client is solely responsible for:

- Ensuring it has lawful authority to collect and Process the Personal Data and CJI and to engage Neatoware as Processor;
- The accuracy, quality, and legality of the data provided to or accessed by Neatoware;
- Providing any required notices to data subjects; and
- Determining appropriate security, access, and retention requirements for its systems and data.

5. SECURITY MEASURES

Neatoware will implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Personal Data and CJI against unauthorized access, loss, destruction, or alteration, consistent with the nature of the Services and applicable industry and CJIS requirements.

The Client remains solely responsible for the overall security of its systems and for decisions regarding remediation of security incidents (as stated in the Conditions).

DATA PROCESSING ADDENDUM

6. SUB-PROCESSORS

The Client authorizes Neatoware to engage sub-processors as reasonably necessary to deliver the Services (including cloud hosting, security tools, RMM platforms, and backup providers). Neatoware will:

- Ensure sub-processors are bound by written obligations no less protective than those in this DPA; and
- Remain responsible for the performance of its sub-processors.

Neatoware will provide a current list of material sub-processors upon written request.

7. DATA SUBJECT AND INDIVIDUAL RIGHTS

Taking into account the nature of the Processing, Neatoware will provide reasonable assistance to the Client (at the Client's expense) in responding to requests from data subjects or individuals under Applicable Data Protection Law, to the extent required by law and feasible given the Services.

8. BREACH NOTIFICATION

Neatoware will notify the Client without undue delay after becoming aware of a confirmed breach of Personal Data or CJI processed under this DPA. Notification will include available details reasonably necessary for the Client to meet its own notification or reporting obligations. Such notification shall not be construed as an admission of fault or liability.

9. RETURN OR DELETION OF DATA

Upon termination of the applicable Services, Neatoware will, at the Client's written election and expense, return or delete Personal Data and CJI in its possession, except to the extent retention is required by law or necessary for legitimate business or archival purposes (including backups overwritten in the ordinary course). The Conditions regarding software removal and transition assistance continue to apply.

10. AUDIT AND INFORMATION RIGHTS

Upon reasonable written notice (no more than once per twelve-month period, unless required more frequently by Applicable Data Protection Law or CJIS requirements), Neatoware will make available information reasonably necessary to demonstrate compliance with this DPA. On-site audits, if required by law or CJIS policy, shall be

DATA PROCESSING ADDENDUM

conducted in a manner that minimizes disruption and at the Client's expense, subject to confidentiality obligations.

11. LIABILITY AND RELATIONSHIP TO THE CONDITIONS

This DPA is subject to the limitations of liability, indemnification, insurance, confidentiality, and other protective provisions of the Conditions. Nothing in this DPA expands Neatoware's liability beyond what is set forth in the Conditions.

Neatoware's liability under this Data Processing Addendum remains subject to the limitations of liability and other protective provisions set forth in the General Terms and Conditions.

12. ADDITIONAL CJIS REQUIREMENTS

When the Services involve systems that process Criminal Justice Information (CJI), the following additional requirements apply:

12.1 COMPLIANCE WITH CJIS POLICY

Neatoware shall comply with the FBI CJIS Security Policy and the Rules of the Georgia Crime Information Center (O.C.G.A. § 35-3-30 et seq.). This DPA incorporates the CJIS Security Policy and the Security Addendum by reference.

12.2 PURPOSE AND SCOPE OF SERVICES

Neatoware is a managed service provider (MSP) that provides IT services to the Client for systems that process CJI in support of the administration of criminal justice.

12.3 PERSONNEL ACCESS LIST

Neatoware shall maintain a list of personnel with access to CJI and shall provide a copy of that list to the Client upon request.

12.4 NETWORK TOPOLOGY DIAGRAM

Where Neatoware's services enable access to the CJIS network, Neatoware shall maintain a current network topology diagram that meets FBI CJIS Security Policy requirements and shall provide a copy of the diagram to the Client upon request.

DATA PROCESSING ADDENDUM

12.5 OWNERSHIP OR NAME CHANGES

Neatoware shall notify the Client of any change in ownership or name, including any merger or consolidation of entities.

12.6 TERMINATION FOR NON-COMPLIANCE

The Client reserves the right to terminate the applicable arrangement, with or without notice, if it determines that Neatoware has violated any applicable law, rule, regulation, the CJIS Security Policy, or the terms of this DPA or the Conditions with respect to CJI.

13. GOVERNING LAW AND ORDER OF PRECEDENCE

This DPA is governed by the laws of the State of Georgia. In the event of a conflict between this DPA and the Conditions regarding data protection or CJI obligations, this DPA controls for those specific obligations only.